Sponsored: _____
Seconded: _____

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

DECEMBER 19, 2012

RAFFLES:	**2 ITEMS**
FRIENDS OF HOBOKEN CHARTER SCHOOL, INC	RA1412
636 BLOOMFIELD ST.	JAN. 28, 2013
HOBOKEN, NJ	ON-PREMISE 50/50
YCS FOUNDATION, INC	RA1403
284 BROADWAY	CHANGE DATE
NEWARK, NJ 07104	FROM 11/10/2012
	TO 02/09/2013

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month of NOVEMBER 2012.

Receipts on Taxes			
2013Taxes 1-2 Quarters…	37,299.03		
2013 Taxes Est. 3rd Qtr…	1,108.13		
2013 Added Assessment…	15,998.30		
Total 2013 Taxes Collected…			54,405.46
Receipts on Taxes			
2012 Taxes			
2012 Taxes 1- 2 Quarters….	17,625.24		
2012 Taxes 3-4 Quarters…	26,389,152.70		
N.G. Checks…	25,925.33		
2012 Added Assessment…	1,939,291.86		
Total 2012 Taxes Collected…			28,320,144.47
Receipts on Taxes			
2010 Taxes			
2010 Senior Citizen Disallowed State Audit…	250.00		
Total 2010 Taxes Collected…			250.00
Miscellaneous Tax Receipts			
Interest on Taxes…	5,154.05		
N.G. Checks…	242.43		
Duplicate Bill Fee…	245.00		
Bounced Check Fee…	80.00		
Total Miscellaneous Tax Receipts			5,236.62
Pilot Accts			
Pilot Principal…..	416,165.24		
Total collected on Pilot Accts…..			416,165.24
Total Taxes & Miscellaneous Tax Receipts….			**28,796,201.79**

******Abatements not included in Edmunds Cash Receipts Report*******

Abatements			
Abatement Principal…….	712,311.64		
Abatement Interest……	586.91		
Abatement Totals…..		*******	**712,898.55**

Bounced Checks	Amount	
168/24	4,086.07	(frm October)
61/16	3,781.22	
178/21	3,300.00	
110/1	11,038.73	
223/10.01/C	2,024.78	
7/4/C005E	1,936.96	
Total	26,167.76	

Respectfully yours,

Sharon Curran, Tax Collector

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF NOVEMBER 2012														
			28,822,369.55		28,796,201.79									
	Total	Interest	2012 1&2 Qtr. Taxes	2012 3&4 Qtrs. Taxes	2012 Added Assessments	2013 Added Assessmnt	2013 1&2 Qtrs Taxes	2013 Est. 3rd Qtr.	S/C Disallwd 2010 State Audit	Dup. Bill Fee	Bounced check fee	Pilot Payments	Abatement Principal	Abatement Interest
11/5/2012	879,945.62	1,247.38	7,115.49	851,148.97	20,064.43		334.35			15.00	20.00			
11/5/2012	1,821,614.97	32.10		1,462,493.11	70,461.41	257.37	143.17			205.00		288,022.81		
11/7/2012	487,133.66			416,517.92	8,229.38							62,386.36	447,494.73	264.28
11/7/2012	764,729.67			739,912.01	24,817.66								7,374.85	
11/7/2012	680,439.71	132.73		674,602.23	5,704.75									
11/7/2012	7,141,053.29	241.86		7,140,811.43										
11/8/2012	487,084.01	156.14	1,617.35	254,562.50	230,272.81		200.21		250.00	25.00				
11/8/2012	562,798.46	0.10		556,552.94	6,245.07		0.35						55,425.82	
11/8/2012	1,091,970.11	130.16		1,059,797.55	27,581.63	3,211.00	141.64	1,108.13						
11/8/2012	1,403,313.80	323.81		1,390,229.90	11,713.08		1,047.01							
11/9/2012	1,330,802.49	4.75		1,327,921.85			2,875.89							
11/9/2012	189,702.26				189,702.26									
11/9/2012	88,955.93			88,955.93										
11/9/2012	579,786.80	27.30	85.33	543,615.93	36,057.66		0.58							
11/9/2012	675,307.44	26.67		659,214.90	10,275.79		5,790.08							
11/13/2012	524,042.84	126.07		447,520.48	10,565.96		74.26					65,756.07	97,241.17	322.63
11/13/2012	631,973.36	32.88		616,690.55	10,909.49		4,340.44							
11/13/2012	1,534,973.48	69.31		1,508,731.04	25,892.40		280.73							
11/13/2012	459,355.71			259,967.25	199,388.45	0.01								
11/13/2012	3,781,923.68			3,781,923.68										
11/13/2012	282,197.20	891.86	7,324.29	273,882.52			98.53							
11/14/2012	452,058.67	0.31		436,916.60	14,729.73	356.25	55.78							
11/14/2012	347,873.95	3.01		340,312.40	3,407.33		4,151.21							
11/15/2012	206,673.15	0.23		204,325.11	475.01		1,872.80						73,253.02	
11/15/2012	230,961.54	0.37		223,567.89	5,692.08		1,701.20							
11/16/2012	333,145.33	2.18		303,152.62	22,076.55	7,572.67	341.31						2,617.60	
11/19/2012	217,555.35	0.14		197,763.12	12,706.25		7,085.84						6,344.84	
11/20/2012	24,156.33	25.43		24,127.93			2.97						4,326.47	
11/21/2012	172,856.79	94.16	541.04	168,949.92			3,271.67						3,277.22	
11/26/2012	127,431.01	839.34	941.74	121,837.83	2,208.75		1,563.35				40.00		5,943.30	

11/27/2012	89,501.17	303.23		79,733.33	4,841.44	4,601.00	2.17				20.00			
11/28/2012	76,906.33	27.92		73,064.43	2,455.75		1,358.23						9,006.14	
11/29/2012	89,756.34	71.34		89,119.75			565.25						6.48	
11/30/2012	1,054,389.10	343.27		71,229.08	982,816.74		0.01							
Total	28,822,369.55	5,154.05	17,625.24	26,389,152.70	1,939,291.86	15,998.30	37,299.03	1,108.13	250.00	245.00	80.00	416,165.24	712,311.64	586.91
NOTE: 11/7/2012 CLOSING#2 2 ABATEMENTS INCLUDDED IN DEPOSIT $7,374.85.														
NOTE: 11/13/2012 CLOSING#6 (LAST CLOSING) INCLUDED 2 LAND TAX PAYMNTS INCLUDED IN THE ABATEMENT DEPOSIT THAT DAY ($80.49).														712,898.55
Bad Checks														
168/24	4,086.07	(From October)												
61/16	3,781.22													
178/21	3,300.00													
110/1	11,038.73													
223/10.01/C	2,024.78													
7/4/C005E	1,936.96													
	26,167.76													

Cash Receipts Totals from 11/01/12 to 11/30/12

Range: Block: First to Last
Lot:
Qual:
Range of Years: First to 2013
Range of Codes: First to Last
Range of Periods: 1 to 12
Range of Batch Ids: First to Last
Range of Dates: 11/01/12 to 11/30/12
Range of Spec Tax Codes: First to Last
Print Ref Num: N
Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N

Code	Description	Count	Arrears/Other	Principal 2011	Principal 2012	Principal 2013	Interest	Total
001	TAX-Billing	11874	250.00	0.00	26,406,777.94	38,407.16	5,152.70	26,450,587.80
014	ADDED ASSESSMENT/OMI	335	0.00	0.00	1,939,291.86	15,998.30	1.35	1,955,291.51
082	IN LIEU OF TAXES	15	0.00	0.00	412,092.76	4,072.48	0.00	416,165.24
	Tax Payments	12224	250.00	0.00	28,758,162.56	58,477.94	5,154.05	28,822,044.55
OOL	OUTSIDE REDEEM	57	230,587.08	0.00	0.00	0.00	29,025.88	259,612.96
FEE		8	1,916.00	0.00	0.00	0.00	0.00	1,916.00
	Lien Payments	65	232,503.08	0.00	0.00	0.00	29,025.88	261,528.96
005	BOUNCED CHECK FEE	4	80.00	0.00	0.00	0.00	0.00	80.00
012	DUPLICATE BILLS	14	245.00	0.00	0.00	0.00	0.00	245.00
	Misc Payments	18	325.00	0.00	0.00	0.00	0.00	325.00
NSF	BOUNCED CHECK	7	0.00	0.00	25,925.33-	0.00	242.43-	26,167.76-
	Tax NSF	7	0.00	0.00	25,925.33-	0.00	242.43-	26,167.76-
	Payments Total:	12307	233,078.08	0.00	28,758,162.56	58,477.94	34,179.93	29,083,898.51
	NSF Reversals Total:	7	0.00	0.00	25,925.33-	0.00	242.43-	26,167.76-
	Total:	12314	233,078.08	0.00	28,732,237.23	58,477.94	33,937.50	29,057,730.75

Total Cash: 47,961.56

Total Check: 29,009,769.19

Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF NOVEMBER 2012

DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
11/5/2012	25	1	C003Q	12-00009	700 FIRST ST	11,041.89	14,000.00
11/7/2012	52	10		097069	317 GRAND ST	181,695.12	40,000.00
11/9/2012	168	21		12-00063	636 PARK AVE	1,033.92	1,100.00
11/9/2012	268.01	2	C007P	12-00121	1500 WASHINGTON ST	5,853.72	700.00
11/16/2012	172	13		12-00068	1023 WILLOW AVE	1,943.56	1,800.00
11/19/2012	27	3	C00P3	070063	107 JACKSON ST	2,423.55	
11/29/2012	194	29.02		11-00081	738 BLOOMFIELD ST	30,968.06	19,500.00
11/29/2012	182	31		11-00073	742 GARDEN ST	26,569.14	10,100.00
						261,528.96	87,200.00

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

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

ROSEANN GOHDE
Court Director

DECEMBER 3, 2012

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

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 200057 IN THE TOTAL AMOUNT OF $ 222,198.91 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF NOVEMBER 2012 (ATS/ACS SYSTEM)

VERY TRULY YOURS,

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

C: HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
STEPHEN MARKS ASSISTANT BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM ABC BOARD	IOPERATING	12-00298	STAR LEDGER	PUBLICATION OF ABC BD MEETINGS	$ 143.84
ADM BUSINESS ADMINISTRATION	ICAPITAL	12-03460	SEDITA, CAMPISANO &	SP. LEGAL COUNSEL - LAND USE	$ 5,744.24
		12-04100	THE BUZAK LAW GROUP LLC	BLOCK 12 10/2 & 11/5 INVOICES	$ 5,804.63
		12-04101	SUBURBAN TITLE & ABSTRACT INC	BAL-SEARCH RUNDOWNS BLOCK 12	$ 2,200.00
	IOPERATING	12-04129	FIRST JERSEY MUNI. ASSISTANCE	ARCH LISTON INVOICE #3	$ 1,250.25
		12-04191	LOU CASCIANO	REIMBURSEMENT FOR SUPPLIES	$ 151.67
		12-04242	HOME DEPOT	TOOLS & SUPPLIES FOR CLEAN UP	$ 285.48
		12-04527	TAYLOR OIL COMPANY	DIESEL FUEL SERVICE	$ 12,850.42
	IPARK UTILITY	12-04522	P.S.E.&G. COMPANY	HPU ELECTRIC THRU NOV	$ 111,437.58
ADM CITY COUNCIL	IOPERATING	12-04119	ASL PRODUCTIONS LLC	DVD & LIVE STREAM COUNCIL MTG	$ 2,400.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	12-03867	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	$ 2,995.15
		12-03938	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	$ 4,703.86
		12-04022	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	$ 2,573.66
		12-04307	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	$ 2,112.00
ADM LEGAL ADVERTISING	IOPERATING	12-03599	JERSEY JOURNAL	LEGAL ADS 10/12	$ 3,297.76
		12-03916	STAR LEDGER	LEGAL ADS 11/12	$ 1,175.08
		12-04429	JERSEY JOURNAL	LEGAL ADS FOR NOV & DEC 2012	$ 2,931.83
ADM MAYOR'S OFFICE	IOPERATING	12-03659	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 265.00
		12-04118	HUDSON REPORTER ASSOC LP	CITY'S AD RE: SANDY	$ 640.00
ADM MUNICIPAL COURT	IOPERATING	12-02445	LAWYERS DIARY AND MANUAL	SUBSCRIPTION RENEWAL	$ 552.00
		12-03461	ALM/N.J. LAW JOURNAL	SUBSCRIPTION RENEWAL	$ 460.00
		12-03520	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 936.20
		12-03753	W.B. MASON CO., INC.	OFFICE/COURT SUPPLIES	$ 547.30
		12-03795	STAPLES CONTRACT & COMMERICAL	1,000 3 PART COMMITMENT FORMS	$ 401.06
		12-03921	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	$ 111.00
		12-04076	ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	$ 6,280.00
ADM PARKING UTILITY	IOPERATING	12-03965	CHEVROLET OF JERSEY CITY	PARTS FOR HPU VEHICLE	$ 124.00
		12-03967	ADVANCED DOOR SALES, INC.	REPAIRS TO GARAGE DOORS	$ 1,679.85
		12-03982	BATTERIES PLUS #430	REPLACEMENT BATTERIES-METERS	$ 4,786.20
		12-04111	ADVANCED DOOR SALES, INC.	MIDTOWN GARAGE REPAIRS	$ 1,487.70
		12-04202	TRUCHAN BROS AUTO & TOWNG INC.	TOWING CHARGES	$ 500.00
		12-04445	BOSWELL ENGINEERING	16TH & PRK SIGNAL DESIGN-HO461	$ 21,790.70
		12-04446	BOSWELL ENGINEERING	SOLAR SYSTEM MUN. GAR. HO463	$ 3,169.75
		12-04465	BOSWELL ENGINEERING	1714 WILLOW FEASIBILITY -HO459	$ 2,975.20
	IPARK UTILITY	12-03764	RYDIN DECAL	SCRATCH OFF PERMITS	$ 3,818.02
		12-03884	THE PARKING ZONE	SIGNAL & TRAFFIC SUPPLIES	$ 905.59
		12-03908	OCCUPATIONAL HEALTH CENTER	PHYSICAL EXAM FEE	$ 195.50
		12-03912	INTELLIGENT TRAFFIC SUPPLY PRO	SIGNAL & TRAFFIC EQUIPMENT	$ 1,855.00

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
	IPARK UTILITY	12-03952	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSES - 5/12	$ 12,667.45
		12-03953	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSES - 6/12	$ 13,052.60
		12-03954	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSES - 7/12	$ 12,909.12
		12-03955	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSES - 8/12	$ 16,073.20
		12-03956	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSES - 9/12	$ 14,630.73
		12-03968	LENOX CONSULTING LLC	CONSULTING SERVICES	$ 9,000.00
		12-03977	QUALITY AUTOMALL	HPU - HOP PARTS FOR REPAIR	$ 292.91
		12-04036	CONCEPT PRINTING INC.	NO PARKING SIGNS	$ 1,950.00
		12-04041	PROPARK AMERICA NEW YORK	MANAGEMENT FEES - NOV. 2012	$ 42,616.75
		12-04057	HIGH TECH PROTECTIVE SVS.INC.	CONTRACT CHARGE - 916 GARDEN	$ 241.00
		12-04058	HIGH TECH PROTECTIVE SVS.INC.	GARAGE MAINTENANCE	$ 495.00
		12-04061	METROPOLITAN COFFEE SERVICE	WATER/COFFEE SUPPLIES	$ 100.85
		12-04108	CENTRAL PARKING SYSTEM	REIMBURSEMENT - PAYMENT #44	$ 6,176.75
		12-04203	METROPOLITAN COFFEE SERVICE	WATER COOLER PURCHASE	$ 100.00
		12-04204	JOE SCARDINO	REIMBURSEMENT	$ 52.64
		12-04206	ARSENAULT ASSOCIATES	QTRLY. BILLING-SOFTWARE MAINT.	$ 2,361.00
		12-04240	LAUREN GRACE	BOOT REFUND	$ 150.00
		12-04248	VERIZON	PHONE SERVICES - NOV. 2012	$ 1,364.70
		12-04265	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - DEC. 2012	$ 202.00
		12-04266	AT&T (LD)	LD SERVICES - NOVEMBER 2012	$ 7.75
		12-04267	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL-916 GARDEN ST.	$ 30.65
		12-04524	JAMES TRICARICO	REIMBURSEMENT	$ 1,182.00
	OPERATING	12-04443	BOSWELL ENGINEERING	DEMOLITION 417 JACKSON - HO448	$ 427.50
		12-04445	BOSWELL ENGINEERING	16TH & PRK SIGNAL DESIGN-HO461	$ 8,293.50
	PARKING UTILITY	12-04446	BOSWELL ENGINEERING	SOLAR SYSTEM MUN. GAR. HO463	$ 299.25
ADM PERSONNEL	IOPERATING	12-03941	GOVCONNECTION, INC.	TONER FOR PERSONNEL & BENEFITS	$ 114.00
ADM PERSONNEL/BENEFITS	IOPERATING	12-04180	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE OCTOBER 2012	$ 26,662.25
ADM SPECIAL COUNSEL	ICAPITAL	C2-05012	FLORIO PERUCCI STEINHARDT	SP. LEGAL COUNSEL - GEN. LIT.	$ 1,605.00
	IOPERATING	12-02384	VOGEL, CHAIT, COLLINS	SP. LEGAL COUNSEL-BLK 112 DEV.	$ 1,751.36
		12-02744	FLORIO & KENNY LLP	SP. LEGAL COUNSEL - MILE SQ.	$ 15,143.72
		12-03383	FORMAN HOLT ELIADES RAVIN &	PRO. SVC - SP. LEGAL COUNSEL	$ 2,315.87
		12-03467	FLORIO PERUCCI STEINHARDT	SP. LEGAL COUNSEL - LABOR	$ 5,735.50
		12-03647	W.B. MASON CO., INC.	SUPPLIES	$ 49.95
		12-03868	GLUCK WALRATH LLP	PRO. SVC - SPE. LEGAL COUNSEL	$ 1,172.96
		12-03985	ROBERT GLASSON	COH-PSOA ARBITRATION	$ 1,200.00
		12-04077	PASSAIC VALLEY TITLE SERVICES	TITLE SEARCH FOR AMP	$ 720.00
		12-04078	NJLM	RFQ AD	$ 280.00
		12-04079	JAMES W. MASTRIANI, ARBITRATOR	IAFF LOCAL 1076 & 1078	$ 800.00

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM SPECIAL COUNSEL	**IOPERATING**	12-04080	**WEINER & LESNIAK, LLP**	LABOR MATTER	$ 90.00
		12-04181	**VINCENT J. LAPAGLIA**	A&P BANKRUPTCY SEPTEMBER 2012	$ 1,200.00
		12-04187	**N.J. LAW JOURNAL**	NJ LOCAL GOV. DESKBOOK 2013	$ 609.80
		12-04395	**THE PMA INSURANCE GROUP**	INSURANCE DEDUCTIBLE NOV 2012	$ 3,297.33
		12-04471	**ESTHER MILSTED**	PUBLIC DEFENDER SERVICES NOV.	$ 1,250.00
		12-04472	**GARDEN STATE MUNI.JOINT INSURA**	SIR PAYMENTS FOR GL NOV 2012	$ 5,586.12
		12-04477	**TRACY ZUR, ESQ.**	SERVICES FOR NOV 13-DEC 13	$ 5,700.00
		C2-05001	**FLORIO & KENNY LLP**	SP. LEGAL COUNSEL - RENT LEV.	$ 525.00
		C2-05002	**WEINER & LESNIAK, LLP**	SP. COUNSEL - GEN.LITIGATION	$ 32,124.77
		C2-05009	**PARKER McCAY, P.A.**	SPECIAL COUNSEL - BOND COUNSEL	$ 960.00
		C2-05010	**MCMANIMON & SCOTLAND, LLC**	SP. COUNSEL - OUTS. LITIGATION	$ 3,333.57
		C2-05012	**FLORIO PERUCCI STEINHARDT**	SP. LEGAL COUNSEL - GEN. LIT.	$ 11,232.75
ADM TAX ASSESSOR	**IOPERATING**	12-03601	**A.M.A.N.J**	ASSESSORS MEETING	$ 60.00
		12-04030	**McGUIRE ASSOCIATES, LLC**	PRO. SVC - REAL ESTATE APP.	$ 77,916.60
		C2-05003	**VINCENT J. LAPAGLIA**	SPECIAL COUNSEL - TAX APPEAL	$ 17,052.18
ADM TAX COLLECTOR	**IOPERATING**	12-03100	**W.B. MASON CO., INC.**	ADDING MACHINE ROLLS CARBON	$ 244.44
		12-03604	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 129.00
		12-04127	**JERSEY JOURNAL**	ADVERTISEMENT	$ 175.66
		12-04299	**BRIAN & LIYAN MALBACHO**	TAX OVERPAYMENTS	$ 2,368.27
		12-04300	**JOSHUA PHILLIPS**	REFUND TAX OVERPAYMENTS	$ 3,147.90
		12-04301	**JAMES & PATRICE DONOHUE**	STATE TAX COURT APPEALS	$ 1,293.88
		12-04302	**HORN, TURNBACH LLC**	REFUND STATE TAX COURT APPEALS	$ 1,613.30
		12-04303	**STAVITSKY & ASSOCIATES**	REFUND STATE TAX COURT APPEALS	$ 11,676.50
		12-04333	**DAVENPORT & SPIOTTI**	REFUND HC TAX APPEALS	$ 69,123.54
		12-04336	**GESS GESS & SCANLON**	REFUND HCBJ TAX APPEALS 2012	$ 14,582.41
		12-04338	**OBSERVER 9E, LLC**	REFUND HC TAX APPEAL 2012	$ 73.96
		12-04339	**TSANG, SIUKI**	REFUND HC TAX APPEAL 2012	$ 15.71
		12-04340	**MENDLER, JOSEPH & DENISE M KAI**	REFUND HC TAX APPEAL 2012	$ 147.20
		12-04342	**DELAWARE DELTA LLC**	REFUND HC TAX APPEAL 2012	$ 72.36
		12-04344	**FROST, JEFFREY**	REFUND HC TAX APPEAL 2012	$ 492.43
		12-04345	**ALPAUGH, SCOTT**	REFUND HC TAX APPEAL 2012	$ 1,301.50
		12-04346	**MILLER, CHRISTIAN & CATHERINE**	REFUND HC TAX APPEAL 2012	$ 360.13
		12-04347	**SKLAR, JEFFREY & BERNARD**	REFUND HC TAX APPEAL 2012	$ 33.36
		12-04350	**MILLER, CHRISTIAN & CATHERINE**	REFUND HC TAX APPEAL 2012	$ 33.36
		12-04352	**CARR, BRIAN G**	REFUND HC TAX APPEAL 2012	$ 639.61
		12-04353	**KUHNEL, JASON**	REFUND HC TAX APPEAL 2012	$ 105.32
		12-04355	**DEMARCHENA, M &**	REFUND H C TAX APPEAL 2012	$ 1,634.00
		12-04356	**CHANG, KAI-LAN**	REFUND HC TAX APPEAL 2012	$ 107.81

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		12-04357	**KOENIG, RANDI**	REFUND HC TAX APPEAL 2012	$ 89.83
		12-04358	**HESTON, JAMES & MARIA**	REFUND HC TAX APPEAL 2012	$ 109.23
		12-04359	**GITLITZ, ALLAN**	REFUND HC TAX APPEAL 2012	$ 238.56
		12-04360	**GIAMARTINO, DAVID**	REFUND HC TAX APPEAL 2012	$ 1,866.75
		12-04361	**OBERSTEIN, TODD**	REFUND HC TAX APPEAL 2012	$ 380.00
		12-04362	**VAN KLEECK, ANALEE**	REFUND HC TAX APPEAL 2012	$ 307.52
		12-04363	**DIDATO, BETTY &**	REFUND HC TAX APPEAL 2012	$ 950.00
		12-04365	**1C ASSOCIATES, LLC**	REFUND HC TAX APPEAL 2012	$ 2,902.25
		12-04366	**BONALDI, JOHN F JR**	REFUND HC TAX APPEAL 2012	$ 544.57
		12-04367	**IMAMICHI, TOMOAKI D &**	REFUND HC TAX APPEAL 2012	$ 2,968.75
		12-04368	**CHICOWSKI, DARIN & YR-RI CHO**	REFUND HC TAX APPEAL 2012	$ 2,707.50
		12-04369	**SOVIERO, JOSEPH S**	REFUND HC TAX APPEAL 2012	$ 39.42
		12-04370	**PLACKE, ANDREA DORIAN**	REFUND HC TAX APPEAL 2012	$ 105.41
		12-04371	**VINEGRA, SUZANNE**	REFUND HC TAX APPEAL 2012	$ 9.98
		12-04372	**GRASSIE, STEVEN E**	REFUND HC TAX APPEAL 2012	$ 2,484.25
		12-04373	**LEUNG, KUEN S & MAY**	REFUND HC TAX APPEAL 2012	$ 1,787.42
		12-04374	**HALL, RYAN & DANA**	REFUND HC TAX APPEAL 2012	$ 20.28
		12-04375	**TRAVIS, KILEY**	REFUND HC TAX APPEAL 2012	$ 150.04
		12-04376	**LEVINE, REBECCA**	REFUND HC TAX APPEAL 2012	$ 2,981.37
		12-04378	**CUNNINGHAM, STACEY**	REFUND HC TAX APPEAL 2012	$ 268.32
		12-04379	**LAROCCA, CATHLEEN**	REFUND HC TAX APPEAL 2012	$ 2,042.50
		12-04380	**SINGARAVEL, RAJESUWER &**	REFUND HC TAX APPEAL 2012	$ 497.81
		12-04381	**MANDERIOLI, DANIELLE**	REFUND HC TAX APPEAL 2012	$ 15.71
		12-04382	**GRASTY, JESSE S & ANDREA L**	REFUND HC TAX APPEAL 2012	$ 2,981.37
		12-04383	**KELLY, MICHAEL & LAURIE**	REFUND HC TAX APPEAL 2012	$ 15.71
		12-04385	**SINGH, RICHARD M**	REFUND HC TAX APPEAL 2012	$ 326.39
		12-04386	**LOBO, GERRARD**	REFUND HC TAX APPEAL 2012	$ 261.87
		12-04387	**FERNANDEZ, JESSICA M**	REFUND HC TAX APPEAL 2012	$ 139.74
		12-04388	**ESSIG, BRIAN**	REFUND HC TAX APPEAL 2012	$ 273.91
		12-04389	**BRIJALL, DHANESWAR**	REFUND HC TAX APPEAL 2012	$ 202.94
		12-04390	**BEDILLION, ERIC**	REFUND HC TAX APPEAL 2012	$ 195.84
		12-04391	**GALLO, ANN LIANG & ALEXANDER**	REFUND HC TAX APPEAL 2012	$ 619.99
		12-04394	**JACOBUS & ASSOCIATES, LLC.**	REFUND HCBJ TAX APPEALS 2012	$ 41.30
		12-04396	**MC KIRDY AND RISKIN**	REFUND HCBJ TAX APPEALS 2012	$ 533.94
		12-04397	**MICHAEL A. VESPASIANO, ESQ.**	REFUND HCBJ TAX APPEAL 2012	$ 142.50
		12-04399	**ZIPP & TANNENBAUM, LLC**	REFUND HCBJ TAX APPEALS 2012	$ 9,357.50
		12-04401	**MCCAUGHERTY, KIMBERLY ANN**	REFUND HC TAX APPEAL 2012	$ 2,375.00
		12-04402	**LAIRD, DAVID A**	REFUND HC TAX APPEAL 2012	$ 557.85

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		12-04403	**LUN, MARNI D**	REFUND HC TAX APPEAL 2012	$ 269.29
		12-04404	**LUN, MARNI D**	REFUND HC TAX APPEAL 2012	$ 33.36
		12-04405	**RICCIARDI, ERIC**	REFUND HC TAX APPEAL 2012	$ 197.11
		12-04406	**SEAMAN, KELLIE C**	REFUND HC TAX APPEAL 2012	$ 114.33
		12-04407	**LOYD, LINDSAY L &**	REFUND HC TAX APPEAL 2012	$ 261.25
		12-04408	**MEHOS, CHRISTOPHER J**	REFUND HC TAX APPEAL 2012	$ 1,962.14
		12-04409	**ZATTI, STEPHANIE**	REFUND HC TAX APPEAL 2012	$ 110.20
		12-04410	**DONOVAN, KEVIN P & ANGELA M**	REFUND HC TAX APPEAL 2012	$ 72.19
		12-04411	**YANNOTTA, VICTOR**	REFUND HC TAX APPEAL 2012	$ 72.19
		12-04412	**O'NEILL, RYAN**	REFUND HC TAX APPEAL 2012	$ 1,301.50
		12-04413	**CHAMBERS, MICHAEL**	REFUND HC TAX APPEAL 2012	$ 1,167.58
		12-04414	**PRANSKY, JILLIAN**	REFUND HC TAX APPEAL 2012	$ 183.09
		12-04415	**CAPPIELLO, PATRICK & DEBRA**	REFUND HC TAX APPEAL 2012	$ 3,800.00
		12-04416	**SPIVAK, DANA**	REFUND HC TAX APPEAL 2012	$ 1,045.00
		12-04417	**SCHULTZ, JOSEPH E**	REFUND HC TAX APPEAL 2012	$ 359.95
		12-04418	**MARSHALEK, MICHAEL S**	REFUND HC TAX APPEAL 2012	$ 202.88
		12-04419	**MORRIS, KEITH**	REFUND HC TAX APPEAL 2012	$ 375.20
		12-04420	**LAZAR, JILL**	REFUND HC TAX APPEAL 2012	$ 1,282.50
		12-04421	**TAN, LIN Y**	REFUND HC TAX APPEAL 2012	$ 174.00
		12-04422	**YEROVI, LUIS JR &**	REFUND HC TAX APPEAL 2012	$ 466.04
		12-04423	**MCGINNIS, ANDREW**	REFUND HC TAX APPEAL 2012	$ 466.03
		12-04424	**NAIR, RAJESH R & SIA KHIM LIM**	REFUND HC TAX APPEAL 2012	$ 176.42
		12-04426	**POLACHEK, SUSAN**	REFUND HC TAX APPEAL 2012	$ 287.80
		12-04427	**TEKIRIAN, MELANIE B & DILLON D**	REFUND HC TAX APPEAL 2012	$ 306.79
		12-04428	**KELLY, KIMBERLY & DANIEL PATAR**	REFUND HC TAX APPEAL 2012	$ 950.00
		12-04430	**SULLIVAN, JEFFREY D**	REFUND HC TAX APPEAL 2012	$ 2,612.50
		12-04431	**VICTOR HOTEL LLC C/O UZZO**	REFUND HC TAX APPEAL 2012	$ 3,067.69
		12-04432	**CHEUNG, MARY**	REFUND HC TAX APPEAL 2012	$ 266.13
		12-04433	**BIANCAMANO, PETER C & MARIO**	REFUND HC TAX APPEAL 2012	$ 408.31
		12-04434	**KRISTEN LEIGH JENKINS**	REFUND HC TAX APPEAL 2012	$ 185.16
		12-04435	**LYNN DANZKER**	REFUND HC TAX APPEAL 2012	$ 185.16
		12-04436	**OSTROVSKY, DAVID**	REFUND HC TAX APPEAL 2012	$ 185.16
		12-04437	**PAPPAS, CASSANDRA**	REFUND HC TAX APPEAL 2012	$ 214.85
		12-04438	**SMITH, HOWARD J & STACY L MINE**	REFUND HC TAX APPEAL 2012	$ 159.81
		12-04439	**ZIJM, DONALD**	REFUND HC TAX APPEAL 2012	$ 132.84
		12-04440	**SIMON, STEVE & ALLISON**	REFUND HC TAX APPEAL 2012	$ 297.17
		12-04441	**HOFBAUER, RICHARD C & DIANE PA**	REFUND HC TAX APPEAL 2012	$ 3,063.75
		12-04442	**FARAG, NABILA T**	REFUND HC TAX APPEAL 2012	$ 29.13

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ADM TAX COLLECTOR	IOPERATING	12-04444	OZER, M.D., HARVEY L	REFUND HC TAX APPEAL 2012	$ 1,909.50
		12-04514	CHASE HOME FINANCE	REFUND TAX OVERPAYMENTS	$ 157.39
		12-04515	NJS HOLDINGS, LLC	REFUND TAX OVERPAYMENTS	$ 1,800.72
		12-04516	LIANG, DUN	REFUND TAX OVERPAYMENTS	$ 118.93
	ITRUST	12-04193	US BANK CUST TOWER DBW	REDEMPTION	$ 36,669.14
		12-04194	ALVERO ACQUISITION CORP	REDEMPTION	$ 50,468.06
		12-04520	DIANNE CLEMENTE	REDEMPTIONS	$ 2,290.04
		12-04521	BARUCH SCHWARTZ	REDEMPTION	$ 593.58
ADM/CITY CLERK	IOPERATING	12-01016	INST. FOR PROFESSIONAL DEVEL.	SEMINAR APRIL 13,2012	$ 99.00
		12-01872	IPD INSTITUTE FOR	SEMINAR JULY 13,2012	$ 99.00
		12-01876	IPD INSTITUTE FOR	SEMINAR July 13, 2012	$ 99.00
		12-04133	NJIT CENTER FOR INFO AGE TECH	RECORDS INSPECTION FOR C.G.	$ 3,250.00
ADM/CONSTRUCTION CODE	IOPERATING	12-03869	GOVCONNECTION, INC.	TONER FOR CONSTRUCTION OFFICE	$ 64.00
		12-03997	DREW & ROGERS, INC.	PERMIT FORMS FOR PERMIT ISSUAN	$ 1,262.31
		12-04045	RIVERFRONT CAR WASH	DAMAGE TO CITY VEHICLE HURRIC	$ 400.00
	OPERATING	CY-01633	THOMSON REUTERS, INC.	CODE BOOKS FOR OFFICE USE	$ 281.00
ADM/CORPORATION COUNSEL	IOPERATING	C2-05005	THE BUZAK LAW GROUP LLC	SPECIAL COUNSEL - LITIGATION	$ 791.53
		C2-05006	MARAZITI, FALCON & HEALEY	SP. COUNSEL - NJ TRANSIT RED.	$ 2,641.00
		C2-05007	MARAZITI, FALCON & HEALEY	SP. COUNSEL - MONARCH LITG.	$ 28,941.11
ADM/ELECTIONS	IOPERATING	12-04003	RICHARD SCHUBRING	GENERAL ELECTIONS 11-6-12	$ 100.00
		12-04005	RICHARD J. SCHUBRING	GENERAL ELECTIONS 11-6-12	$ 100.00
		12-04099	FARINA, JAMES	GENERAL ELECTION NOV. 6, 2012	$ 17.20
ADMINISTRATION - AUDIT	IOPERATING	12-02976	FERRAIOLI, WIELKOTZ, CERULLO &	2011 AUDIT BILL #3 (FINAL)	$ 17,975.00
CAPITAL ACCOUNT	ICAPITAL	12-03722	FERRAIOLI, WIELKOTZ, CERULLO &	PROF SVCS HCIA NOTES	$ 4,230.77
	IPARK CAPITAL	12-03722	FERRAIOLI, WIELKOTZ, CERULLO &	PROF SVCS HCIA NOTES	$ 769.23
CD DIRECTOR'S OFFICE	ESCROW	12-04291	BOSWELL ENGINEERING	SJP TWA ENGINEERING REVIEW	$ 299.25
	ICAPITAL	12-03351	BOSWELL ENGINEERING	PRO. SVC - WATERFRONT ENG'R	$ 26,338.01
		12-03376	SCAFAR CONTRACTING, INC.	CASTLE POINT/SINATRA PARK	$ 1,243,529.74
	IOPERATING	12-03452	WALLACE ROBERTS & TODD	PRO. PLANNER, HOB. TERMINAL	$ 5,001.00
		12-04089	GOVCONNECTION, INC.	COLOR TONERS FOR B. FORBES	$ 108.00
		12-04393	MARAZITI, FALCON & HEALEY	SPECIAL REDEVELOPMENT COUNSEL	$ 23,626.60
		C2-02002	MARAZITI, FALCON & HEALEY	COUNSEL ON REDEVELOPMENT	$ 456.00
CD HISTORIC PRESERVATION COMM	IOPERATING	12-03727	W.B. MASON CO., INC.	OFFICE SUPPLIES FOR HISTORIC	$ 63.72
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03919	VANDOR & VANDOR LTD.	DEVELOPERS ESCROW	$ 105.00
		12-04070	H2M GROUP	DEVELOPERS ESCROW	$ 4,698.00
		12-04104	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	$ 3,430.00
CD MLUL ZONING BD OF ADJ	IOPERATING	12-03723	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 85.00
		12-03990	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 20.85

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CD MLUL ZONING BD OF ADJ	IOPERATING	12-04128	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$ 2,905.00
		12-04464	STAR LEDGER	PROFESSIONAL SERVICES	$ 209.96
ES CENTRAL GARAGE	IOPERATING	12-03883	I/D/E/A	CG - AUTO SUPPLIES	$ 338.09
		12-03887	MODERN HANDLING EQUIPMENT OF	CG - FORKLIFT REPAIRS	$ 1,155.35
		12-03890	ROBBINS & FRANKE, INC.	ALIGNMENTS; TIRES - CG	$ 950.48
		12-03907	ROBBINS & FRANKE, INC.	CG ALIGNMENT/TIRES	$ 1,613.60
		12-03963	BEYER BROTHERS CORP.	PARTS FOR CG VEHICLE	$ 337.56
		12-03964	BEYER BROTHERS CORP.	PARTS FOR CG VEHICLE	$ 736.68
		12-03980	BUY WISE AUTO PARTS	PARTS FOR VEHICLE DAMAGES	$ 599.25
		12-04110	CENTRAL GETTY, INC.	REPAIRS - PD VEHICLE	$ 651.90
		12-04112	BEYER BROTHERS CORP.	SANITATION TRUCK REPAIR	$ 574.65
		12-04113	DUBIN GLASS	REPAIRS TO PD VEHICLE	$ 250.00
ES PUBLIC PROPERTY	IOPERATING	12-03083	HOBOKEN GLASS COMPANY	WINDOW CITY HALL	$ 840.00
		12-03803	HOBOKEN GLASS COMPANY	Building Department	$ 65.00
		12-03898	STATE CHEMICAL MFG.	DISINFECTANT SUPPLIES	$ 2,548.89
		12-04103	HOBOKEN GLASS COMPANY	REPLACE BROKEN WINDOW	$ 285.00
		12-04116	FCA LIGHTING	ELECTRICAL REPAIR CITY HALL	$ 1,000.00
ES ROADS	IOPERATING	12-03624	CARGILL, INC.	ROADS/SALT - WINTER 2012	$ 9,181.48
		12-03979	HFI TRUCK CENTER	SWEEPER PARTS/REPAIRS	$ 2,319.62
		12-04107	ONE CALL CONCEPTS, INC.	STREETS & ROADS/N.J. ONE CALL	$ 83.78
		12-04109	TILCON NEW YORK INC	NJ ASPHALT ESCALATION	$ 163.72
ES SOLID WASTE	IOPERATING	12-03936	OMAHA STANDARD, INC.	TARPS FOR ROLL OFF CONTAINERS	$ 1,050.99
		12-04135	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHGS. 10/31/12	$ 198,372.33
FINANCE - GRANTS MANAGEMENT	ICDBG2818	12-04025	HOPES INC.	CDBG PORTION OF PSE&G JUL-OCT	$ 15,843.68
FINANCE SUPERVISOR	IOPERATING	12-02755	INST. FOR PROFESSIONAL DEVEL.	VARIOUS SEMINARS for CFO	$ 396.00
GRANTS MANAGEMENT/FINANCE	ICDBG2818	12-04085	MILE SQUARE DAY CARE CENTER	CDBG & MATCH REIM JUL-SEPT 12	$ 24,509.68
HS BD OF HEALTH	IOPERATING	12-03480	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 52.46
		12-03800	W.B. MASON CO., INC.	HEALTH DEPT OFFICE SUPPLIES	$ 296.75
		12-04286	TARANTINO, NANCY	LICENSE RENEWAL	$ 100.00
HS CULTURAL AFFAIRS	ITRUST	12-03863	VERITY SMITH	Harvest Festival Helper	$ 105.00
		12-03875	STEVE VEALEY	Hopes Head Start Grand Opening	$ 65.00
		12-04031	MATTHEW CORRADO	Harvest Festival 2012	$ 91.00
		12-04152	ELIZABETH WEISS	Office Assistance 10/15-10/27	$ 506.25
		12-04196	ALL STAR RENTALS, INC.	HOLIDAY CRAFT FAIR SUPPLIES	$ 226.50
		12-04197	FCA LIGHTING	BULBS FOR STAGE TREE LIGHTING	$ 42.00
		12-04260	FALLO, GERALDINE	REIMBURSEMENT	$ 94.92
		12-04268	ANGELINA LEDESMA	ASSISTANT HOLIDAY CRAFT FAIR	$ 84.00
HS DIRECTOR'S OFFICE	IFEDERAL	12-03839	HOPES INC.	Classroom & Computer Supplies	$ 853.18

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HS DIRECTOR'S OFFICE	IOPERATING	12-04039	FIVE STAR BUILDING SERVICES	CLEAN UP FOR CG - HO475	$ 107,800.00
		12-04052	THOMPSON CONSULTING SERVICES	PRO. SVC - DISASTER MONITOR	$ 25,650.56
		12-04295	SELETTI BROTHERS	CHRISTMAS DECORATIONS	$ 760.00
HS PARKS	IO M FUND	12-04285	BOSWELL ENGINEERING	GEN. ENGINEERING SVC - HO454	$ 513.00
	IOPERATING	12-03343	PARTAC PEAT CORPORATION	GUIDLINE ATHLETIC FIELD MARKER	$ 590.90
		12-04222	GRO RITE LANDSCAPE SERVICES	MAINTENANCE - EXTERIOR 11-2012	$ 475.00
		12-04225	GRO RITE LANDSCAPE SERVICES	IRRIGATION - WINTERIZATION	$ 185.00
		12-04250	GRO RITE LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE/SERVICES	$ 4,450.00
		12-04251	GRO RITE LANDSCAPE SERVICES	MAINTENANCE - EXTERIOR	$ 950.00
		12-04364	FRED MORET	REIMBURSEMENT VESTS	$ 155.74
	ITRUST	12-04283	MOLA IRON WORKS	REMOVE RAILING/FENCE	$ 1,600.00
		12-04284	SABIA CONSTRUCTION LLC	DEMOLITION/REMOVAL WORK C.S.P.	$ 4,150.00
HS RECREATION	IOPERATING	12-03823	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 317.96
		12-04249	FRED MORET	REIMBURSEMENT	$ 140.46
	ITRUST	12-04230	DOLORES OCASIO	FOOTBALL TRANSPORTATION	$ 261.00
	ITRUST REC FEES	12-04164	LEONARDO CAMPOVERDE	Transportation Football	$ 420.00
		12-04171	FELIX ROSA	Bus Service for Football 10/07	$ 165.00
		12-04221	STAN'S SPORT CENTER	FLAT CONES - SOCCER	$ 45.60
		12-04257	HOBOKEN YOUTH SOCCER	REIMBURSEMENT	$ 2,160.70
		12-04293	JAIME L. BOMAN	REIMBURSEMENT	$ 125.00
HS RENT LEVELING/STABILIZATION	IOPERATING	12-00297	STAR LEDGER	ADVERTISEMENT OF MEETINGS	$ 119.48
HS SENIOR CITIZEN PROGRAM	IOPERATING	12-03595	EZ PASS CUSTOMER SERVICE	REPLENISH EZPASS-SR CIT TRNSP	$ 300.00
		12-03819	CHEFS CATALOG	Senior Citizen Program	$ 469.39
PS FIRE	IFEDERAL	12-04071	BULLEX	FIRE EXTINGUISHING SIMULATOR	$ 9,474.42
	IFIRE REG	12-04071	BULLEX	FIRE EXTINGUISHING SIMULATOR	$ 2,368.61
	IOPERATING	12-03738	BUY WISE AUTO PARTS	REPAIRS TO SPARE CAR 155	$ 1,101.92
		12-03829	HEART SMART TECHNOLOGY	DEFIB BATTERY	$ 536.40
		12-03832	CITY PAINT AND HARDWARE	SUPPLIES	$ 197.05
		12-03987	ASSET PROTECTION GROUP	BACKGROUND INVESTIGATIONS	$ 6,625.60
		12-03992	SEA SAFETY INTERNATIONAL INC.	HYDRO TEST OF O2	$ 444.50
		12-04009	JOHN CUNNING	FOOD/DURING FLOOD	$ 173.29
		12-04010	S & B PLUMBING & HEATING	HQ/R1 HOT WATER HEATER REPAIRS	$ 2,250.00
		12-04043	PINNACLE WIRELESS INC	REPEATER @ HQ/STEVENS	$ 1,095.00
	OPERATING	CY-02948	AMERICAN TEST CENTER	ANNUAL TESTING	$ 2,018.00
PS FIRE SAFETY	IFIRE ED	12-02330	ROBBINS & FRANKE, INC.	Tires	$ 351.28
		12-02652	ROBBINS & FRANKE, INC.	Tires	$ 375.84
		12-03986	W.B. MASON CO., INC.	Supplies/Consumables	$ 400.69
PS POLICE	IOPERATING	12-00013	VERIZON WIRELESS SERVICES LLC	MTHLY LAPTOP WIRELESS SVC. PD	$ 760.23

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PS POLICE	**IOPERATING**	12-02720	**J&J ENTERPRISES**	IN-SERVICE TRAINING COURSE	$ 105.00
		12-03505	**ATLANTIC TACTICAL INC**	CLASS II POLICE EQUIPMENT	$ 5,432.48
		12-03507	**ATLANTIC TACTICAL INC**	RE-QUALIFICATION AMMUNITION	$ 1,276.60
		12-03683	**COHEN, LEDER, MONTALBANO**	SERVICES TO PSOA	$ 1,230.00
		12-03758	**LINDABURY,MCCORMICK**	PBA/PSOA LEGAL SVC 07/12-09/12	$ 3,900.00
		12-03779	**INSTITUTE FOR FORENSIC**	FIT FOR DUTY EVALUATION	$ 975.00
		12-03781	**POGGI PRESS**	PRINTING ORDER - POLICE FORMS	$ 5,196.00
		12-03782	**E-Z PASS CUSTOMER SERVICE CTR**	E-Z PASS PAYMENT	$ 43.00
		12-03784	**RIVERFRONT CAR WASH**	CAR WASH SERVICES	$ 345.00
		12-03785	**RIVERFRONT CAR WASH**	CAR WASH SERVICE	$ 290.00
		12-03786	**DE LAGE LANDEN PUBLIC FINANCE**	RISOGRAPH LEASE	$ 567.64
		12-03787	**DE LAGE LANDEN PUBLIC FINANCE**	RISOGRAPH LEASE PAYMENT	$ 567.64
SUPERVISOR FINANCE	**IOPERATING**	12-03807	**NJ STATE POLICE-SBI**	Refund NJSP-SBI	$ 18.00
UNCLASSIFIED ELECTRICITY	**IO M FUND**	12-04306	**P.S.E.&G. COMPANY**	UTIL ELEC - PIER A - NOV 2012	$ 948.97
		12-04466	**P.S.E.&G. COMPANY**	ELEC. UTILITY- PIER C NOV 2012	$ 219.01
UNCLASSIFIED GASOLINE	**IOPERATING**	12-00009	**EXXONMOBIL FLEET/GECC**	GASOLINE FOR 2012	$ 22,162.91
		12-04168	**HESS OIL CORPORATION**	GASOLINE PURCHASED	$ 3,763.74
UNCLASSIFIED INSURANCE	**IOPERATING**	12-02784	**MARGARET HOVE**	MEDICARE PART B REIMBURSEMENT	$ 1,158.00
		12-04175	**VISION SERVICE PLAN, INC.**	NOVEMBER 2012 VISION SERVICES	$ 10,453.64
		12-04176	**VISION SERVICE PLAN, INC.**	DECEMBER 2012 VISION SERVICES	$ 10,532.83
		12-04177	**BLUE CROSS BLUE SHIELD NJ (D)**	DENTAL INSURANCE NOV 2012	$ 48,720.37
		12-04247	**THE PMA INSURANCE GROUP**	WORKERS COMP INSURANCE 10/2012	$ 27,997.39
		12-04525	**BLUE CROSS-BLUE SHIELD OF NJ**	HEALTH/RX INSUR.DECEMBER 2012	$ 1,431,968.69
		12-04526	**BLUE CROSS BLUE SHIELD NJ (D)**	DENTAL INSURANCE DEC 2012	$ 49,031.00
UNCLASSIFIED JUDGEMENTS	**IOPERATING**	12-04315	**KLEBER VERA JR.**	REIMBURSEMENT PER AGREEMENT	$ 4,000.00
UNCLASSIFIED POSTAGE	**IOPERATING**	12-03464	**PITNEY BOWES, INC.**	MAIL EQUIPMENT LEASE	$ 2,394.00
		12-03600	**PITNEY BOWES, INC.**	SUPPLIES FOR MAIL MACHINE	$ 220.98
UNCLASSIFIED TELEPHONE	**IOPERATING**	12-00017	**NEXTEL COMMUNICATIONS**	CY2012 ACCT#141015027	$ 8,582.85
		12-00018	**CABLEVISION LIGHTPATH, INC.**	CY2012 INTERNET SVS #45278	$ 1,253.60
		12-00019	**CABLEVISION LIGHTPATH, INC.**	CY2012 REVERSE 911 SYS SVS	$ 2,796.86
		12-00022	**COOPERATIVE COMMUNICATIONS,INC**	CY2012 LD/TOLL SERVICE	$ 761.25
		12-04021	**OCE IMAGISTICS**	LEASE PAYMENT	$ 534.21
		12-04087	**ENTERPRISE CONSULTANTS**	TELEPHONE SERVICES-CH	$ 124.95
UNCLASSIFIED TOWING & STORAGE	**IOPERATING**	12-04093	**MILE SQUARE TOWING**	TOWING SERVICES	$ 810.00
UNCLASSIFIED/COPIERS	**IOPERATING**	12-00023	**RICOH AMERICAS CORPORATION**	CY12 COPIER/LEASE/MAINT/SPLY	$ 15,191.36
UNCLASSIFIED/STATIONERY	**IFEDERAL**	12-00455	**OFFICE DEPOT**	SUPPLIES	$ 112.58
	IOPERATING	12-00455	**OFFICE DEPOT**	SUPPLIES	$ 261.90
		12-03658	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 2,416.12

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
Grand Total					**$ 4,334,742.69**

Approved by _____

Transmitted by _____

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:

22-Nov-12 **TO** 05-Dec-12 Paydate 12/12/2012

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL	2-01-20-105	6,210.99	0.00	0.00	6,210.99
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	7,517.37	0.00	0.00	7,517.37
BUS ADMINISTRATOR	2-01-20-112	15,772.43	0.00	0.00	15,772.43
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	6,091.98	0.00	0.00	6,091.98
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	328.70	0.00	15,544.14
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	25,972.64	0.00	0.00	25,972.64
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	8,410.30	0.00	0.00	8,410.30
ASSESSOR'S OFFICE	2-01-20-150	11,773.49	0.00	0.00	11,773.49
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	2-01-21-180	5,808.67	867.28	0.00	6,675.95
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	515.76	0.00	6,398.70
UNIFORM ALLOWANCE		0.00	0.00	700.00	700.00
CONSTRUCTION CODE	2-01-22-195	21,349.23	0.00	0.00	21,349.23
STIPEND		0.00	0.00	200.00	200.00
UNIFORM ALLOWANCE		0.00	0.00	350.00	350.00
POLICE DIVISION	2-01-25-241-011	515,060.84	8,373.94	0.00	523,434.78
POLICE CIVILIAN	2-01-25-241-016	29635.8	5,014.68	0.00	34,650.48
POLICE DIVISION CLASS II	2-01-25-241-015	320.00	0.00	0.00	320.00
WORKERS COMP		0.00	0.00	7,461.97	7,461.97
HOLIDAY PAY		0.00	0.00	2,905.20	2,905.20
CROSSING GUARDS	2-01-25-241-012	11,157.42	0.00	0.00	11,157.42
UNIFORM ALLOWANCE				13,037.50	13,037.50
EMERGENCY MANAGEMENT	2-01-25-252	13,174.95	0.00	96.15	13,271.10

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	TOTAL PAY
FIRE DIVISION	2-01-25-266	455,608.61	6,809.81	0.00	462,418.42
FIRE DIF (STRAIGHT TIME)		0.00	0.00	16,541.52	16,541.52
FIRE CIVILIAN	2-01-25-266-016	18,262.23	2,162.34		20,424.57
FIRE CIV UNIFORM ALLOWANCE		0.00	0.00	3,150.00	3,150.00
STREETS AND ROADS	2-01-26-291-011	23,500.74	1,011.74	0.00	24,512.48
UNIFORM ALLOWANCE		0.00	0.00	4,550.00	4,550.00
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	0.00	0.00	0.00	0.00
CENTRAL GARAGE	2-01-26-301	5,647.36	1,757.07	0.00	7,404.43
UNIFORM ALLOWANCE		0.00	0.00	1,400.00	1,400.00
SANITATION	2-01-26-305	18,412.46	8,787.36	0.00	27,199.82
UNIFORM ALLOWANCE		0.00	0.00	3,150.00	3,150.00
LICENSING DIVISION	2-31-55-501-101	1,365.45	0.00	0.00	1,365.45
WORKERS COMP		0.00	0.00	943.30	943.30
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,687.45	0.00	0.00	20,687.45
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	16,556.59	132.06	0.00	16,688.65
UNIFORM ALLOWANCE		0.00	0.00	700.00	700.00
RENT STABILIZATION	2-01-27-347	9,684.50	0.00	0.00	9,684.50
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	233.85	0.00	11,689.06
UNIFORM ALLOWANCE		0.00	0.00	1,750.00	1,750.00
PARKS	2-01-28-375	17,457.07	450.78	0.00	17,907.85
UNIFORM ALLOWANCE		0.00	0.00	3,400.00	3,400.00
PUBLIC PROPERTY	2-01-28-377	28,514.54	0.00	0.00	28,514.54
UNIFORM ALLOWANCE		0.00	0.00	4,900.00	4,900.00
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	35,728.33	0.00	0.00	35,728.33
PARKING UTILITY	2-31-55-501-101	104,913.09	11,889.37	0.00	116,802.46
WORKERS COMP		0.00	0.00	525.00	525.00
UNIFORM ALLOWANCE		0.00	0.00	19,250.00	19,250.00
MUN COURT OVERTIME	T-0340000-037	0.00	4,711.70	0.00	4,711.70
TRUST - RECREATION ADULT PROG	T-03-40-000-108	420.00	0.00	0.00	420.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	495.00	495.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	525.00	0.00	0.00	525.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	525.00	525.00

DEPARTMENT		ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY
OTHER:						
TRUST REC	TENNIS CLINIC	T-03-40-000-110	0.00	0.00	0.00	0.00
TRUST PAL		T-03-40-000-004	284.09	495.99	0.00	780.08
TRUST		T-03-40-000-105	0.00	0.00	0.00	0.00
CULTURAL AFFAI	AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46
SALARY ADJUSTMENT		2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT		2-01-36-479-000	0.00	0.00	1,914.93	1,914.93
POLICE OUTSIDE EMPL.		T-03-40-000-006	0.00	0.00	50,840.00	50,840.00
RESERVE FOR POAA		T-03-40-000-032	0.00	0.00	0.00	0.00
SALARY AND WAGES		2-01-46-870-014	2,500.00	860,177.45	640.51	863,317.96
POLICE HOUSING	AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
	GRAND TOTAL		1,519,717.83	913,719.88	139,579.83	2,573,017.54
						2,573,017.54

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

Resolution Receiving Corrective Action Plan for the TY 2010 Audit

WHEREAS, the City of Hoboken has received its Audit for TY 2010 from the independent auditor Ferraioli, Wielkotz, Cerullo, & Cuva, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires the Chief Financial Official and other City Officials to prepare a Corrective Action Plan for all recommendations reflected in the Annual Audit, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires such Corrective Action Plan to be accepted by the Council of the City of Hoboken and filed with the Director of Local Government Services, and

WHEREAS, the Corrective Action Plan is attached hereto, and incorporated by reference.

NOW, THEREFORE BE IT RESOLVED that the above recitals are incorporated by reference as it's fully stated herein.

BE IT FURTHER 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 accept the Corrective Action Plan for the City of Hoboken TY 2010.

BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution with the Corrective Action Plan to the Director of Local Government Services for approval.

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

Reviewed By:

_____

Quentin Wiest
Business Administrator

Approved as to Form:

_____

Mellissa Longo
Corporation Counsel

Date of Meeting: December 19, 2012

City of Hoboken
Hudson County, New Jersey

Corrective Action Plan for 2010
Audit Report Year: TY December 31, 2010

Including Comments on Findings and Recommendations

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

City Clerk

Finding/Condition #1
Not all Local Government Ethics Law Financial Disclosure statements were returned by same officials as required by N.J.S.A. 40A:9-22-1.

Recommendation:
That all Government Officials are required and should submit a Local Government Ethics Law Financial Disclosure Statement per N.J.S.A. 40A:9-22.1.

Explanation and Corrective Action:
The Government Officials had been notified by second request from the City Clerks' Office. The list of officials who have not submitted Disclosure had been turned over to the law department for further notification.

Finance/Treasurer

Finding/Condition #1
Not all financial transactions are being recorded in the General Ledger in a timely manner as required by Technical Accounting Directive #3 for the following funds:
POAA
Employee Trust

Recommendation:
That all financial transactions be recorded in the General Ledger as required by Technical Accounting Directive #3 for the following funds:
POAA
Employee Trust

Explanation and Corrective Action:
General Ledger accounts have been established for POAA. Employee Trust is union due collected by the municipal employees association and a separate tax identification number will be established by the union representatives.

Finding/Condition #2
Technical Accounting Directive #2, codified as N.J.A.C. 5:30-5.6. requires the City to place value of all fixed assets put into service. The City has hired an appraisal company to prepare a listing of the City's assets as well as appraise each asset's value. The report prepared was for the fiscal year ended June 30, 2004 and has not been maintained to report new assets.

Recommendation
That the appraisal company should be contacted to update the report yearly.

Explanation and Corrective Action:
The City has concentrated its efforts on dealing with more immediate problems before concerning itself with the establishment of fixed asset accounting system. After the City has managed its more immediate problems, the city will obtain an appraisal on fixed assets, and keep the fixed assets balances up to date through integration with its general ledger and budget system software.

Finding/Condition #3
Petty cash disbursed to various departments does not agree to State approved petty cash application in accordance with N.J.S.A. 40A:5-21.

Recommendation:
That an updated application be submitted to the State to approve various appointments of petty cash

Explanation and Corrective Action:
The City only maintains three petty cash funds, granted to the Fire Department, Environmental Services and Purchasing Agent, which have been approved by the DLGS. The State has been provided with an updated list.

Finding/Condition #4
Prior year encumbrances are not being cancelled correctly in the General Capital Fund.

Recommendation:
That prior year encumbrances be cancelled correctly on the General Capital Fund.

Explanation and Corrective Action:
Procedure will be implemented in the budget monitoring process to cancel all prior year encumbrances in the Capital Fund.

Finding/Condition #5
Trust Fund bank reconciliations contain several unidentified adjustments.

Recommendation:
That all adjustments be identified and recorded for reconciliations to the Trust Fund.

Explanation and Corrective Action:
The unidentified adjustments will be reviewed for accuracy and will be properly indentified.

Finding/Condition #6
Expenditures were incurred against grant awards that had not yet been appropriated

Recommendation:
That all grant awards be included in the adopted or approved via N.J.S.A. 40A:4-87 prior to contracts being encumbered and expenditures incurred.

Explanation and Corrective Action:
Chapter 159 resolutions will be approved by the governing body for all grant awards not included in the adopted budget. Expenditures will not be charged to grants that have not been appropriated either through the adopted budget or by Chapter 159 resolution.

Finding/Condition #7
Budget transfers were made to two ineligible accounts

Recommendation:
Budget transfers should be made in accordance with Local Budget Law.

Explanation and Corrective Action:
All budget transfer will be reviewed for accuracy according to budget law.

Purchasing

Finding/Condition #1
Informal quotes were not obtained for some purchases over 15% of the bid threshold N.J.S.A. 40A:11-(1).

Recommendation:
All purchases over 15% of the bid threshold should be obtain informal quotes as required by Local Public Contacts Law.

Explanation and Corrective Action:
Representatives from all departments have been trained on the basics of purchasing guidelines, including the quote threshold. The City now employs a full-time QPA who monitors activity for compliance with the Local Public Contracts Law.

Finding/Condition #2
Not all bid documents were available for review as required by N.J.S.A. 40A:11.

Recommendation:
That all bids sought by public advertisement be maintained by the City and made available for audit review.

Explanation and Corrective Action:
The files for all competitive bids for the current and reserve year are available, in total, in the Purchasing Division.

Finding/Condition #3
N J Business Certificates were not available at the time of the audit.

Recommendation:
That all N J Business Certificates be obtained by the city as required by LFN 2004-24.

Explanation and Corrective Action:
Procedure had been put in place to obtain N J Business Certificates as required by LFN 2004-24.

Payroll/Personnel

Finding/Condition #1
Lack of documentation for employees upon retirement/termination.

Recommendation:
That proper records are kept for retired/terminated employees documenting termination sate and any termination pay outs.

Explanation and Corrective Action:
The City has implemented improved controls to record attendance and leave time. This information is maintained centrally in the personnel and payroll offices.

Finding/Condition #2
Instances where penalties/fees for late enrollment of Pension Program were assessed to the City of Hoboken.

Recommendation:
That more care be taken to ensure all pension program enrollments are made in a timely manner to negate any additional penalties or fees.

Explanation and Corrective Action:
New procedures have been established whereby all new employees are processed through the personnel office and pension enrollment is part of orientation.

Finding/Condition #3
Instances where penalties/fees for an unauthorized early Retirement Incentive Program.

Recommendation:
That more care be taken to ensure all pension requirements are met to negate any additional penalties or fees.

Explanation and Corrective Action:
In the future any early retirement incentives will follow the procedure in place by the State of New Jersey.

Finding/Condition #4
Payroll registers are only being reviewed by the person processing the payroll.

Recommendation:
That authorized signatures be present as evidence that the payroll register is reviewed by another responsible party that is not involved with the payroll process.

Explanation and Corrective Action:
The department heads approve all time sheets inputted by the payroll department. The necessary steps will to taken for a responsible party during the bank reconciliation process to view payroll transaction.

Finding/Condition #5
Instances where errors on calculations of Police Officer's longevity were found.

Recommendation:
That salary calculations be reviewed and corrected. Payroll and Personnel should review salary increases.

Explanation and Corrective Action:
There was a disconnect between hiring information and payroll which caused several police officers longevity to slip through the cracks. The police officers enrolled in County, state or other municipalities' pension systems receive longevity service credit. Procedures have been put in place to correctly calculate longevity.

Parking Utility

Finding/Condition #1
Credit Card transactions are not being properly recorded or reconciled to the bank statements. The Utility's general ledger contains several unidentified adjustments to cash and revenue.

Recommendation:
The Parking utility should properly record and reconcile all credit cards transactions.

Explanation and Corrective Action:
All monies received by credit card transaction have been isolated in one main checking account and reconciled on a monthly basis. Revenue is booked on a monthly basis.

Departments

Finding/Condition #1
The following departments do not maintain supporting documentation for receipts as required by the Division of Local Government Services, Requirements of Audit for Revenue & Receipts:

Recreation Department

Recommendation:
That the following departments maintain a receipt journal to support receipts:
Recreation Department

Explanation and Corrective Action:
All monies received by the recreation department are by check, money order or credit card. Cash is rarely accepted. A receipt book being purchased by the department and all money received will be logged

Finding/Condition #2
The following departments are not reconciling monies deposited to the Treasurer's records on a regular basis.

Police Department
Vital Statistics
Planning & Zoning

Recommendation:
That the following departments reconcile monies deposited to the Treasurer's records on a regular basis.

Police Department
Vital Statistics
Planning & Zoning

Explanation and Corrective Action:
A monthly report is given to the various departments and finance department for reconciliation purposes. Any recommended adjustment are reviewed and corrected by the Finance Department.

Finding/Condition #3
There are 812 tickets assigned over 180 days on the court's December Monthly Management Report.

Recommendation:
That tickets over 180 days be recalled by the Court Administrator.

Explanation and Corrective Action:
The Court administrator will monitor the ticket books on a monthly basis. The police cars or computerized with E-ticketing it will help the lag in the ticket process.

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

Resolution Receiving Corrective Action Plan for the CY 2011 Audit

WHEREAS, the City of Hoboken has received its Audit for CY 2011 from the independent auditor Ferraioli, Wielkotz, Cerullo, & Cuva, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires the Chief Financial Official and other City Officials to prepare a Corrective Action Plan for all recommendations reflected in the Annual Audit, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires such Corrective Action Plan to be accepted by the Council of the City of Hoboken and filed with the Director of Local Government Services, and

WHEREAS, the Corrective Action Plan is attached hereto, and incorporated by reference.

NOW, THEREFORE BE IT RESOLVED that the above recitals are incorporated by reference as it's fully stated herein.

BE IT FURTHER 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 accept the Corrective Action Plan for the City of Hoboken CY 2011.

BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution with the Corrective Action Plan to the Director of Local Government Services for approval.

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

Reviewed By:

_____

Quentin Wiest
Business Administrator

Approved as to Form:

_____

Mellissa Longo
Corporation Counsel

Date of Meeting: December 19, 2012

City of Hoboken
Hudson County, New Jersey

Corrective Action Plan
Audit Report Year: December 31, 2011

Including Comments on Findings and Recommendations

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

FINANCE/TREASURER

Finding/Condition #1

Technical Accounting Directive #2, codified as N.J.A.C. 5:30-5.6. requires the City to place value of all fixed assets put into service. An appraisal of the City's assets has not been updated since 2004.

Recommendation

That a fixed asset report be prepared to place a value on all assets put into service and that the report be updated annually.

Explanation and Corrective Action:

The City has concentrated its efforts on dealing with more immediate problems before concerning itself with the establishment of fixed asset accounting system. After the City has managed its more immediate problems, the city will obtain an appraisal of fixed assets, and keep the fixed assets balances up to date.

Finding/Condition #2

The City did not implement the requirements of Governmental Accounting Standards Board (GASB) Statement No. 45 "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions."

Recommendation:

That the City take the necessary steps to implement and maintain the requirements of Governmental Accounting Standards Board (GASB) Statement No. 45 "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions."

Explanation and Corrective Action:

The City has begun the process of implementing the requirements of GASB 45 with the goal of meeting the required disclosure requirements in the 2012 financial statements.

Finding/Condition #3
Not all financial transactions are being recorded in the General Ledger in a timely manner as required by Technical Accounting Directive #3 for the following funds:

POAA Trust Fund
Parking Utility Operating Fund
Net Payroll Account
Payroll Agency Account

Recommendation:
That all financial transactions be recorded in the General Ledger as required by Technical Accounting Directive #3.

Explanation and Corrective Action:
Steps have been taken such as closer review of bank reconciliations and increasing accounting staff in the parking utility so that transactions are recorded in a timely manner.

Finding/Condition #4
Petty cash disbursed to various departments does not agree to State approved petty cash application in accordance with N.J.S.A. 40A:5-21.

Recommendation:
That an updated application be submitted to the State to approve various appointments of petty cash

Explanation and Corrective Action:
The City only maintains two petty cash funds, Fire Department and Business Administrator, which have been approved by the DLGS. The State has been provided with an updated list.

Finding/Condition #5
Expenditures were incurred against grant awards that had not yet been appropriated

Recommendation:
That all grant awards be included in the adopted budget or approved via N.J.S.A. 40A:4-87 prior to contracts being encumbered and expenditures incurred.

Explanation and Corrective Action:
Chapter 159 resolutions will be approved by the governing body for all grant awards not included in the adopted budget. Expenditures will not be charged to grants that have not been appropriated either through the adopted budget or by Chapter 159 resolution.

Finding/Condition #6
Bank reconciliations for the following accounts contain several unidentified adjustments

Other Trust Fund
Parking Utility Operating Fund
Net Payroll Account
Payroll Agency Account

Recommendation:
That all adjustments be identified and recorded for reconciliations for all funds.

Explanation and Corrective Action:
Bank reconciliations will be reviewed and adjustments recorded as needed.

Finding/Condition #7
There were budget overexpenditures of $22,890 which are required to be reported by the Division of Local Government Services, Requirement of Audit for Overexpenditures.

Recommendation:
That proper care be exercised over the budget and that budget expenditures and appropriations be reviewed timely to prevent future occurrences of overexpenditures.

Explanation and Corrective Action:
The overexpenditure noted was in the Police and Fire Pension line. While total pension cost was within budget, the Police and Fire component was not. Care will be taken so that instances such as this do not occur in the future.

Finding/Condition #8
The following accounts are carrying outstanding checks over one year old as reconciling items (N.J.S.A. 40A:5-5.)

Net Payroll Account
Payroll Agency Account
Parking Utility Operating Account

Recommendation:
That stale dated checks be reviewed and cancelled if appropriate

Explanation and Corrective Action:
Stale dated checks will be reviewed and cancelled if appropriate.

PURCHASING

Finding/Condition #1
Informal quotes were not obtained for some purchases over 15% of the bid threshold N.J.S.A. 40A:11-(1).

Recommendation:
That all purchases over 15% of the bid threshold should be obtain informal quotes as required by Local Public Contacts Law.

Explanation and Corrective Action:
Representatives from all departments have been trained on the basics of purchasing guidelines, including the quote threshold. The City now employs a

full-time QPA who monitors activity for compliance with the Local Public Contracts Law.

Finding/Condition #2
Not all bid documents were available for review as required by N.J.S.A. 40A:11.

Recommendation:
That all bids sought by public advertisement be maintained by the City and made available for audit.

Explanation and Corrective Action:
A system has been put in place to ensure that all bid files are maintained in the purchasing department. This should not be an issue for current and future bids.

Finding/Condition #3
Goods/Services are being ordered prior to being encumbered as prescribed by Technical Directive #1.

Recommendation:
That all goods/services be encumbered prior to being ordered.

Explanation and Corrective Action:
Representatives from all departments have been trained on the basics of purchasing guidelines, including the requirement that no order be placed without a purchase order (encumbrance.) The City now employs a full-time QPA who monitors activity for compliance.

Finding/Condition #4
Vendor documents were not always available to support expenditures as required by the Division of Local Government Services, Requirements of Audit for Expenditures and Disbursements.

Recommendation:
That all supporting documentation for all purchases be made available for audit review.

Explanation and Corrective Action:
Procedures have been implemented to ensure that all supporting vendor documentation is available for audit review.

DEPARTMENTS

Finding/Condition #1

The following departments do not maintain a monthly cash book that summarizes collections by category:

a. Recreation Department
b. Taxi & Limo Licenses Department
c. Building Department
d. Environmental Department
e. Department of the City Clerk
f. Fire Prevention Department
g. Police Department

Recommendation:
That all departments maintain a monthly cash ledger that summarizes collections by category.

Explanation and Corrective Action:
A procedure will be implemented whereby departments maintain receipt logs (by category) and send the monthly logs to finance for reconciliation to the cash ledger.

Finding/Condition #2

The total fees recorded by the building department in the manual ledger do not agree to the total fees per the permit system.

Recommendation:
That all fees collected by the building department be entered into the permit system.

Explanation and Corrective Action:
The building department will enter all fees into the permit system.

Finding/Condition #3
The building department is not turning over all DCA fees collected to the State of New Jersey.

Recommendation:
That all DCA fees collected by the building department be turned over to the state in a timely manner.

Explanation and Corrective Action:
All DCA fees collected by the building department will be turned over to the state in a timely manner.

Finding/Condition #4
There are 603 tickets "Assigned over 180 days" on the December monthly management report.

Recommendation:
That tickets over 180 days be recalled by the Court Administrator

Explanation and Corrective Action:
The Court Administrator will recall all ticket books outstanding over 180 days..

Payroll/Personnel

Finding/Condition #1
Authorized deferred compensation applications and W-4 forms for selected individuals were unable to be located for review.

Recommendation:
That all approved deferred compensation applications and W-4's be maintained and available for review.

Explanation and Corrective Action:
Care will be taken to maintain proper payroll/personnel files. The City has begun an internal review of all files to ensure that authorized withholding forms are in place.

Finding/Condition #2
A report of accrued liability for sick and vacation time payable is not maintained as prescribed in the detailed walkthrough of the payroll cycle.

Recommendation:
That a report of accrued liability for sick and vacation payable by updated and maintained by the payroll department.

Explanation and Corrective Action:
Currently, sick and vacation time is tracked manually. The City is in the process of implementing time reporting system which will be integrated with payroll. When the implementation is complete, this information will be available from the new system.

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION FOR EXTRAORDINARY EXPENSES IN THE AMOUNT OF $2,650,000.00 ASSOCIATED WITH DAMAGE FROM HURRICANE SANDY

BACKGROUND

WHEREAS, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), authorizes, inter alia, municipalities to adopt resolutions authorizing special emergency appropriations to cover the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair, reconstruction of streets, roads or bridges or other public property damaged by flood or hurricane where such expense was not foreseen at the time of the adoption of the municipality's budget; and

WHEREAS, the Local Budget Law also authorizes municipalities to adopt resolutions authorizing special emergency appropriations to cover the costs of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair and reconstruction of private property damaged by flood or hurricane in accordance with the Rules and Regulations promulgated by the Department of Community Affairs for a Municipal Disaster Relief Grant Program; and

WHEREAS, On October 29, 2012, Hurricane Sandy (the "Storm"), struck the City of Hoboken ("City"), causing massive flooding, widespread power outages and extensive property damage throughout the City as a result of storm surge and heavy amounts of rain; and

WHEREAS, as a result of the impacts of the Storm, the Governor of the State of New Jersey ("State") issued Executive Order No.104 on October 28, 2012 declaring a State of Emergency for the entire State, including the City; and

WHEREAS, the effects of the Storm, and in particular the flooding caused by the Storm, have significantly impacted the City by damaging or destroying infrastructure, roadways, buildings, equipment and public and private property throughout the City requiring extensive reconstruction, repair and clean-up; and

WHEREAS, in order to protect the public health, safety and welfare of the citizens of the City, it is necessary to undertake the immediate clean-up, reconstruction and repair of such damaged infrastructure, roadways, buildings, equipment and public and private property; and

WHEREAS, the estimated cost of such clean-up, reconstruction and repair is estimated to be approximately $2,650,000.00; and

WHEREAS, the Storm and its economic impact upon the City was unforeseen and was unanticipated at the time of adoption of the 2012 City budget and, as a result, the City Council could not have and did not provide for appropriations sufficient to meet the costs of the clean-up, reconstruction and repairs resulting from the Storm; and

WHEREAS, the City Council believes it in the best interest of the residents of the City to hereby appropriate monies in an amount necessary to immediately effect the clean-up, reconstruction and repair of the infrastructure, roadways, buildings, equipment and public and private property; and

WHEREAS, pursuant to and in accordance with N.J.S.A. 40A:4-54, the City Council is now desirous of creating and special emergency appropriation to provide for the costs of the clean-up, reconstruction and repair of the damage caused by the Storm to the City including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel related thereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to the Local Budget Law, and in particular N.J.S.A. 40A:4-54, a special emergency appropriation in the amount of $2,650,000.00 for the purpose of paying the costs and expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, associated with the clean-up, reconstruction and repair of infrastructure, roadways, buildings, equipment and public and private property in the City resulting form the impacts of the Storm is hereby authorized and approved.

Section 2. To the extent necessary or required, the City's Budget shall be amended to include the special emergency appropriation authorized hereby.

Section 3. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 4. In accordance with the Local Budget Law, a copy of this Resolution shall be forwarded to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs immediately upon adoption.

Section 5. This Resolution shall take effect immediately upon adoption this 19th day of December, 2012.

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL EMERGENCY NOTES OF THE CITY OF HOBOKEN IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $2,650,000; MAKING CERTAIN COVENANTS TO EFFECT AND MAINTAIN THE EXEMPTION OF INTEREST ON SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES

BACKGROUND

WHEREAS, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), authorizes, inter alia, municipalities to adopt resolutions authorizing special emergency appropriations to cover the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair, reconstruction of streets, roads or bridges or other public property damaged by flood or hurricane, where such expense was not foreseen at the time of the adoption of the municipality's budget; and

WHEREAS, the City Council ("Council") of the City of Hoboken, County of Hudson, New Jersey ("City"), has duly and finally adopted Resolution No. [_____] ("Resolution") appropriating the sum of $2,650,000 to pay the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the clean-up, reconstruction and repair of infrastructure, roadways, buildings, equipment and

public property damaged by flood resulting from Hurricane Sandy, as further described in the Resolution ("Project"), as such expense was not foreseen at the time of the adoption of the 2012 budget; and

WHEREAS, Section 55 of the Local Budget Law, N.J.S.A. 40A:4-55, authorizes the City to borrow money and issue special emergency notes to finance the costs of such extraordinary expenses described above, which Notes may be renewed from time to time; provided, however, at least 1/5 of all such special emergency notes, and the renewals thereof, shall mature and be paid in each year, so that all special emergency notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of the special emergency resolution.

WHEREAS, it is the desire of the City to issue its special emergency notes in the principal amount of up to $2,650,000, the proceeds of which will be used to pay the costs of the Project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, (NOT LESS THAN TWO-THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) PURSUANT TO THE LOCAL BUDGET LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Budget Law, the issuance of special emergency notes of the City, to be designated, substantially, "City of Hoboken, County of Hudson, New Jersey, Special Emergency Notes" ("Notes"), in an aggregate principal amount of up to $2,650,000 is hereby authorized and approved.

Section 2. Payment of the Notes shall be provided for by the inclusion of an annual appropriation of at least 1/5 of the total amount appropriated by the Resolution. Said appropriation shall be paid annually from the City's budget.

Section 3. The Chief Financial Officer, with the assistance of Parker McCay P.A. ("Bond Counsel"), is hereby authorized and directed to award and sell the Notes, at public or private sale, in such amount as may be determined, at a price not less than par, plus accrued interest, and to deliver the same to the purchaser thereof, upon receipt of the purchase price for the Notes.

Section 4. The Notes shall be executed in the name of the City by the manual signatures of the Mayor and Chief Financial Officer, and shall be under the corporate seal of the City affixed, imprinted, or reproduced thereon, and attested by the manual signatures of the City Clerk or Deputy City Clerk.

Section 5. The Notes shall be dated their date of delivery, may be renewed from time to time, but shall be paid and mature in accordance with the provisions of Section 55(b) of the Local Budget Law, N.J.S.A. 40A:4-55(b).

Section 6. The Notes shall not be subject to redemption prior to maturity, shall be issued in registered or bearer form, shall be in the denomination of $50,000 or greater, and shall be in the form permitted by the Local Budget Law and as Bond Counsel shall approve.

Section 7. At the next meeting of the City Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the City Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

Section 8. The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the City without limitation as to rate or amount.

Section 9. The City hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included

in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 10. The City hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 11. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 12. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk, Deputy City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 13. The Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk and Deputy City Clerk are each hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk or Deputy City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 14. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 15. This Resolution shall take effect immediately upon adoption this 19th day of December, 2012

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.:___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO BECOME CO-GRANTEE OF THE HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, SUBJECT TO THE OBLIGATIONS AND LIMITATIONS DESCRIBED HEREIN

Whereas Hoboken Cove Community Boathouse, Inc., a 501c3 organization founded in 2004 and recognized by the IRS as a legitimate not for profit organization, has been granted $100,000 from the Hudson County Open Space Trust Fund for the purpose of developing a community boathouse; and

Whereas the City of Hoboken would like to procure the Architectural and Design services by working with the community in order to define what the future community boathouse should look like, how it should function, and how it should be built; and

Whereas Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co-Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract for the scope of services noted; and,

Whereas, the City of Hoboken and Hoboken Cove Community Boathouse, Inc. agree that the City will sign onto the Grant as a Co-grantee, and hereby commit to undertaking the actions listed in this Resolution, to enable the community boathouse project to move forward, and to secure physical space for the community boathouse, both for interim as well as long-term programming.

Whereas, the actions which the City of Hoboken agrees to commit in exchange for its Co-Grantee status are:

1. Procurement of Architectural and Design Services for the community boathouse.
2. In collaboration with Hoboken Cove Community Boathouse, Inc., oversight of the work of designing the community boathouse, which should include dedicated and secure space for Hoboken Cove Community Boathouse, Inc. as well as equivalent dedicated space for the general public.
3. Procurement and oversight of all site preparation and construction of an interim slab (or physical base of gravel or other material, as appropriate) to accommodate secure storage and programming space for the future community boathouse, as well as the enablement of interim programing until the future community boathouse is complete. The installation herein shall include:
    a) a slab or gravel base
    b) basic utilities including water (two spigots) and electric (two basic 110v outlets)
    c) two forty-foot shipping containers to accommodate secure storage community boathouse equipment

d) as an option, at the sole discretion of the City, the installation may include a perimeter fence, if deemed necessary.

3. The City will take over all responsibility for complying with the Guidelines and Requirements of the Grant which relate to the City's actions described herein, including Procurement and Reporting. The Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

Now, therefore be it resolved, that the City Council of the City of Hoboken hereby agree to the terms listed above in exchange for the City's right to become Co-Grantee of the grant, and become eligible for and obtain the $100,000.00 of expenditures noted in this resolution per the Grant Contract with the County.

MEETING: December 19, 2012

REVIEWED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

HUDSON COUNTY OPEN SPACE RECREATION AND HISTORIC PRESERVATION TRUST FUND CY 2012

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of $250,000.00 from Hudson County Open Space Recreation and Historic Preservation Trust Fund wishes to amend its CY 2012 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....$250,000.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Hudson County Open Space
Recreation & Historic Preservation

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $250,000.00 Be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Hudson County Open Space
Recreation & Historic Preservation

Other Expenses $250,000.00

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: December 19, 2012

Approved:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo
Interim Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A CONTRACT TO FIELDTURF USA, INC. (KEYSTONE PURCHASING NETWORK CONTRACT) FOR REPLACEMENT AND UPGRADE OF TURF AT THE STEVENS PARK LITTLE LEAGUE BASEBALL FIELD FOR THE CITY OF HOBOKEN TO COMMENCE DECEMBER 19, 2012 WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND NINETY FIVE CENTS ($232,586.95)

WHEREAS, the service and goods of Field Turf USA, Inc. for the City's Stevens Park Baseball Field is subject to a national cooperative contract (Keystone Purchasing Network), and is therefore exempt from local public bidding; and,

WHEREAS, the Administration requested a quote for said products and services from Field Turf USA, Inc. and has determined that Field Turf USA, Inc. can provide the City with the most effective and efficient products and services; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Two Hundred Thirty Two Thousand Five Hundred Eighty Six Dollars and Ninety Five Cents ($232,586.95); and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $232,586.95 is available in the following appropriations $170,000.00 from 2-01-28-375-020 in the CY2012 budget and $62,586.95 from the 2012 Hudson County Open Space Trust Fund IF the corresponding Chapter 159 Resolution is approved at tonight's meeting; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriations for the CY2012; and I further certify that the funds available in the said appropriations are intended for the purpose herein committed.

Signed: _____ **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a contract with Field Turf USA, Inc. to provide the City with the products, goods and services in accordance with the attached proposal be executed, for a term to commence December 19, 2012 and expire upon completion of delivery and installation, but in no event later than December 19, 2013, with a not to exceed amount of **Two Hundred Thirty Two Thousand Five Hundred Eighty Six Dollars and Ninety Five Cents ($232,586.95)**; and

BE IT FURTHER RESOLVED, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Field Turf USA, Inc.; 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: December 19, 2012

_____
Quentin Wiest
Business Administrator

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Purchasing Made Easy

Smart Buy
PURCHASING PROGRAM
FIELDTURF • BEYNON

The Ultimate Surface Experience *and* Selection …from SmartBuy!

FieldTurf®
A Tarkett Sports Company

BEYNON
A Tarkett Sports Company

Plexipave®

<u>Sport surfaces available through the KPN contract</u>:

- Running Tracks
- FieldTurf Synthetic Turf
- Tennis & Basketball Courts
- Complete Surface Construction

The Keystone Purchasing Network (KPN) is a cooperative purchasing program serving education, local government and non profit organizations nationwide. All contracts are competitively bid so there is no need to duplicate the bid process. Eligible schools and agencies can join KPN for free and there is no obligation to purchase.

KPN is an initiative of the Central Susquehanna Intermediate Unit (CSIU), a political subdivision for the commonwealth of Pennsylvania. The KPN bid process satisfies the procurement laws for most states. Bid process is as follows:

- KPN issues Invitations For Bids (IFB) and, as needed, Requests for Proposals (RFP).
- All contracts are publicly and competitively bid.
- KPN evaluates sealed bid responses
- Contracts are awarded to the lowest responsive responsible bidder
- Contracts are approved by the CSIU Board of Directors

<u>Benefits of Smart Buy Purchasing Program</u>:

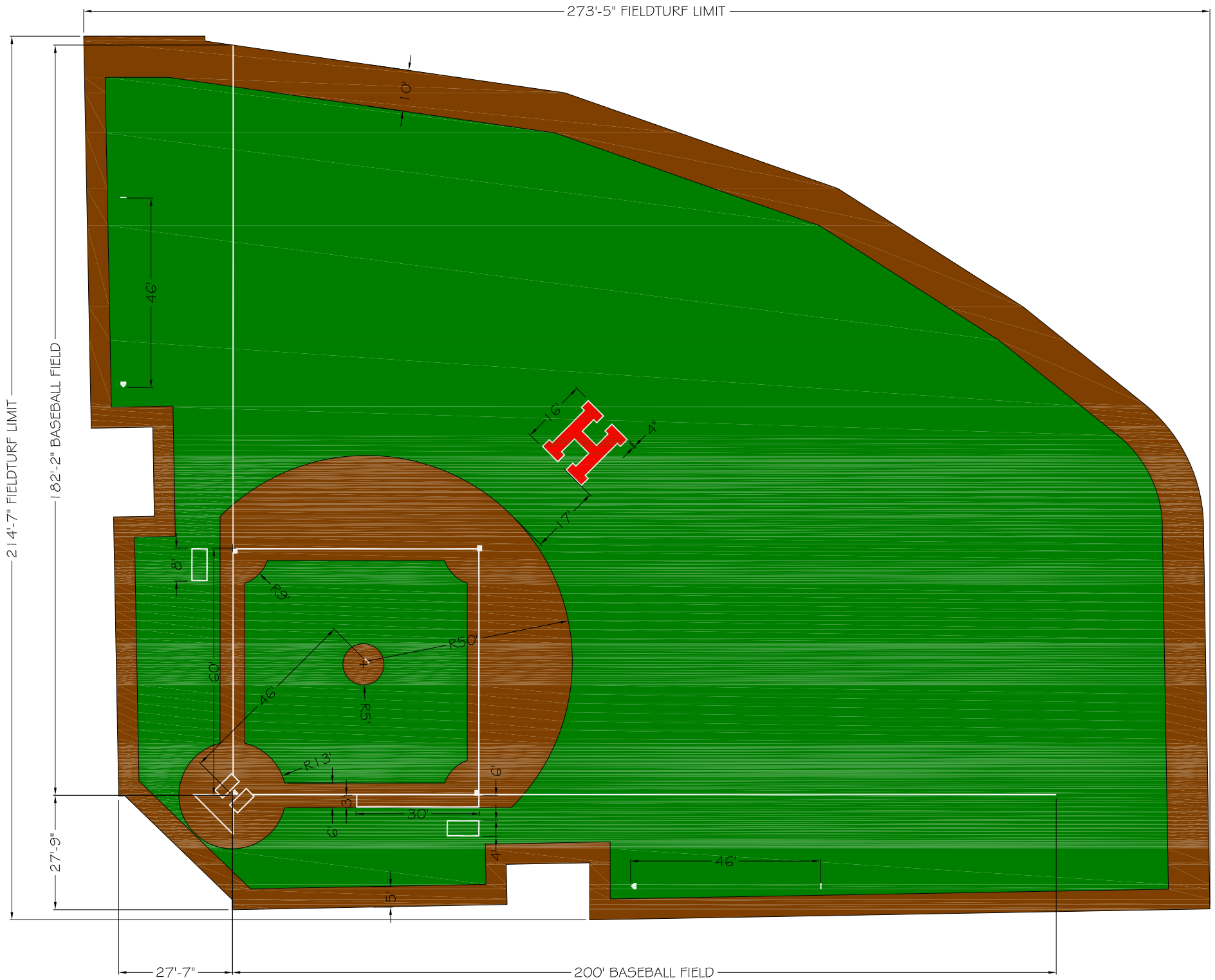
- Pre-determined, preferential pricing.
- Eliminate duplication and expense of bid process.
- Turn-key process.
- Expedite the purchase/installation of sport surface.
- Obtain the products you want at a competitive price.

KPN KEYSTONE PURCHASING NETWORK

Tarkett SPORTS | THE ULTIMATE SURFACE EXPERIENCE

For Information:

Eric Fisher
Other: +1 888-209-0065 ext. 246
Mobile: 503-708-6548
Fax: +1 503-692-4869
Email: eric.fisher@FieldTurf.com
www.FieldTurf.com



SPORT COLORS:

LITTLE LEAGUE BASEBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LOGO COLORS:

COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

COMPLETE COLOR NAME: RED
PANTONE COLOR NUMBER: 185C

APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

LEGEND:

GREEN FIELDTURF
37,189 sq.ft.

RUST FIELDTURF
10,462 sq.ft.

TOTAL FIELDTURF
47,651 sq.ft.

FIELD LAYOUT NOTES (sports are in order of dominance):

1. LITTLE LEAGUE BASEBALL MARKINGS ARE 4" WHITE.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

DRAWN BY:	D.H.
CHECKED BY:	G.B.
SCALE:	1"=30'
FIELD AREA:	47,651 sq.ft.

FieldTurf
A Tarkett Sports Company

STEVENS PARK
LITTLE LEAGUE BASEBALL
HOBOKEN, NJ

DATE: AUGUST 15, 2012 | ISSUE: PRESENTATION | SHEET: 1/1 FIELD LAYOUT

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

Date: 8/23/2012

To: Director Leo Pellegrini
94 Washington St
Hoboken, NJ 07030
Phone: 201-420-2012
Email: lpellegrini@hobokennj.org

From: Perry DiPiazza – Regional Sales VP
Phone: 201-776-7767
Email: Perry.Dipiazza@fieldturf.com

Subject: Stevens Park Little League Baseball Field

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Keystone Purchasing Network (KPN) purchasing program. KPN is a buying co-op that provides predetermined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. Contract #201203-01.

Little League Field Proposal	TOTAL
FieldTurf Classic Slit Film 2.0" - 47,651 SqFt	$ 192,571.64
Remove and Dispose of Existing Field - 47,651 SqFt - Regrade Existing Stone Layer	$ 48,007.19
Capture and Re-use Salvageable Infill from Existing Field	($ 12,031.88)
Inlaid Baseball Markings	$ 7,070.00
Donate Inlaid Baseball Markings	($ 7,070.00)
Total	**$ 228,546.95**

Voluntary Alternate #1 – Outfield Logo	TOTAL
"H" Logo (Under 30' 1-2 colors)	$ 4,040.00

EXCLUSIONS:

- **The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, nor the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, nor the drainage work nor any construction or modification of existing installations around the fields.**
- The supply or installation of the field edging;
- Any costs associated with necessary charges relating to the delineation of the field;
- Unless otherwise specified, does not include any G-max testing;
- The supply of manholes or clean-outs or grates, or supply of the manhole covers
- Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be executed only upon written orders, and will become an extra charge over and above the estimate.
- Any applicable taxes, union or labor law levies.
- Towing equipment
- Replacement or modification to the existing perimeter nailer board
- FieldTurf is not altering or improving any drainage function under the existing field turf limits.

- The existing drainage stone and drainage system will remain the responsibility of the owner

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure;
- Final payment shall be upon the substantial completion of FieldTurf's obligations;
- Fieldturf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. FieldTurf further requires 28 days to install the Product subject to weather and force majeure.
- Fieldturf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site.
- This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary additional charges will apply.
- FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- In the event that FieldTurf is ultimately obliged to take collection procedures for payment, acceptor of this bid shall be liable for FieldTurf's collection costs including attorney fees and costs.
- **8 yr 3rd party insured warranty included on the Fieldturf synthetic surface**; with the exception of the base paths, pitching and batting areas. The base paths, base boxes, pitching and batting areas will have a **non-3rd party 2 year warranty.**

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program: 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: December 7, 2012

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for the Replacement and Upgrade of Stevens Park Little League Baseball Field

Reference: (a) FieldTurf USA , Inc. – Sales Proposal
(b) Keystone Purchasing Network Cooperative - Contract
(c) LFN 2012- 10 – Using National Cooperative Contracts

The City would like to replace and upgrade the Little League Baseball Field at Stevens Park. Director of Human Services received a proposal from FieldTurf USA , Inc. for the project. Please refer to reference (b) for details of the proposal and the project.

FieldTurf USA , Inc. was awarded a contract by Central Susquehanna Intermediate Unit (Community College) , contract number KPN – 201203-01 by the state of PA which is a member of the Keystone Purchasing Network, a national cooperative. Local Finance Notice 12 – 10 allows municipalities to award contracts using national cooperative contracts.

In accordance with LFN 12 – 10, I recommend awarding the contract to FieldTurf USA , Inc. The total amount of the contract is not to exceed $ 232,586.95.

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

KPN BID FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD
OUTDOOR ATHLETIC SURFACES

NAME OF BIDDER FieldTurf USA, Inc.

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Bid Issuer, KPN, only upon the occasion of the bid award. Label the scanned PDF version of the signed document on the CD or flash drive with ***Your Company Name*** **ACCEPTANCE** and place in Folder A. A hard copy of the completed form must also be included in the bid proposal package.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to KPN as stated in the evaluation section, will be a consideration in making the award.

Company Name FieldTurf USA, Inc. Date Feb. 9, 2012

Company Address 8088 Montview Road City Montreal (Canada) State Quebec Zip H4P 2L7

Contact Person Eric Daliere-CEO (Brenda Thompson for Contract Administration) Title Cooperative Purchasing Co-Director: East Region

Authorized Signature (ink only) Title CEO

PART II: AWARDING AGENCY

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence upon award and continue until February 28, 2013 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for four (4) additional years, 2014, 2015, 2016, and 2017, with the possibility of an additional two year extension.

Awarding Agency Central Susquehanna Intermediate Unit d/b/a The Keystone Purchasing Network

Agency Executive

Awarded this 21st day of March 2012 Contract Number KPN-201203-01

KEYSTONE PURCHASING NETWORK
90 Lawton Lane
Milton, PA 17847
www.theKPN.org

March 29, 2012

Mr. Eric Fisher
FieldTurf USA
19495 SW Teton Avenue
Tualitin, OR 97062-8846

Dear Eric:

Enclosed please find the fully executed Keystone Purchasing Network (KPN) Acceptance of Bid and Contract Award Form establishing contract #KPN-201203-01 pursuant to Bid #KPN-201202-01, for Outdoor Athletic Surfaces.

On March 21, 2012, the Central Susquehanna Intermediate Unit's Board of Directors approved the contract award to FieldTurf as defined in the original bid.

KPN looks forward to a productive relationship with FieldTurf USA. For questions pertaining to this contract, please contact me:

Jeffrey Kimball, CSIU Cooperative Purchasing Director
KPN
90 Lawton Lane
Milton, PA 17847
(570) 246-5931/Fax (888) 490-3184/email jkimball@csiu.org

If you have not already discussed marketing strategies with Mary Beth Brennan, please contact her at your earliest opportunity:

Mary Beth Brennan
KPN
90 Lawton Lane
Milton, PA 17847
(570) 246-5931/Fax (888) 490-3184/email mbrennan@csiu.org

We look forward to working with you.

Sincerely,

Jeffrey Kimball
CSIU Cooperative Purchasing Director

Enc: Contract

new jersey department of community affairs
people.places.progress
division of local government services dlgs

LFN 2012-10

May 14, 2012

Local Finance Notice

Chris Christie, *Governor* | Kim Guadagno, *Lt. Governor* | Richard E. Constable, III, *Acting Commissioner* | Thomas H. Neff, *Director*

Contact Information

Director's Office
V. 609.292.6613
F. 609.292.9073

Local Government Research
V. 609.292.6110
F. 609.292.9073

Financial Regulation and Assistance
V. 609.292.4806
F. 609.984.7388

Local Finance Board
V. 609.292.0479
F. 609.633.6243

Local Management Services
V. 609.292.7842
F. 609.633.6243

Authority Regulation
V. 609.984.0132
F. 609.984.7388

Mail and Delivery
101 South Broad St.
PO Box 803
Trenton, New Jersey
08625-0803
Web: www.nj.gov/dca/lgs
E-mail: dlgs@dca.state.nj.us

Distribution
Municipal and Freeholder Clerks
Municipal and County Chief Financial Officers
Authority and Fire District Boards of Commissioners

Using National Cooperative Contracts: Application of P.L. 2011, c.139

Introduction

The recently passed P.L. 2011, c.139 (the "Law" or "Chapter 139") allows local contracting units to utilize national cooperative contracts as a method of procurement. The Division of Local Government Services has consulted with the Division of Law, the Division of Purchase and Property (DPP), and the Office of the State Comptroller in reviewing the Law and its relationship to existing procurement statutes and regulations. This Local Finance Notice provides guidance to contracting units seeking to implement the new national cooperative contracting option.

While the guidance in this Notice has specific application to contracting units subject to the Local Public Contracts Law ("LPCL") and boards of education under the Public School Contracts Law ("PSCL"), it has general application to all local government contracting units. Agencies should review this guidance in context of the new Law and their own procurement laws and regulations to ensure consistency in application.

Contracting units should carefully review this guidance, state laws affecting the agency's contracting authority, and relevant case law affecting the use of national cooperatives. Utilizing national cooperative contracting, in certain circumstances, may make the procurement process more efficient and provide cost savings. Contracting units are advised; however, to not only review this guidance, but also be mindful of New Jersey laws affecting the agency's contracting authority and relevant case law affecting the use of national cooperatives.

This notice covers the following subjects:

A. General Statutory Authority
B. Contracting Unit Policy Considerations
C. Types of National Cooperatives
D. Legal Interpretations Concerning National Cooperative Contracts
E. Legal Requirements to Use a National Cooperative Contract
F. Limitations, Fiscal, and Reporting Requirements
G. Appendix
   A. Model "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement"
   B. Purchasing Agent's Guide to Using National Cooperative Contracts

A. General Statutory Authority

Chapter 139 added the following language to subsection (b) of N.J.S.A. 52:34-6.2:

> (3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.
>
> For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

The second section makes clear that the Law applies to a wide range of local contracting units. The first section provides the operative language that these agencies must apply to their circumstances.

In context of the LPCL and PSCL, the provisions of this notice apply when the aggregate value of the goods or services (see N.J.A.C. 5:34-8.2) exceeds the contracting unit's bid threshold. When the aggregated value of goods and services is below the contracting unit's bid threshold, a national cooperative contract can be used subject to a contracting unit's political contribution disclosure (pay-to-play) requirements when soliciting quotations. Depending on the circumstances, an award under a national cooperative contract may occur without governing body approval.

B. Contracting Unit Policy Considerations

1) Local officials continue to have responsibility to choose vendors in an open and transparent manner to ensure public confidence in the integrity of government spending.

2) Contracting officials should consider that procurement decisions often try to balance a low price (economy) and an efficient and appropriate procurement process. If a national cooperative contract is chosen, the calculation of cost savings must be documented.

3) When using online ordering systems, local officials must put in place appropriate internal controls to ensure quote and bid aggregation thresholds are maintained, encumbrances are established, purchases are documented, and that an audit trail exists.

4) Using a national cooperative contract before an existing contract has expired could constitute a breach of contract, depending on contract terms.

C. Types of National Cooperatives

There are generally two different types of organizations ("national cooperatives") that award "nationally-recognized and accepted cooperative purchasing agreements" ("national cooperative contracts").

The first is an organization (profit or not-for-profit) that coordinates and aggregates contracts from different state and local governments and promotes their use. Such organizations often include a "marketing fee" built into the bid price, which is used to support their marketing efforts and/or provide revenue to the public agency issuing the contract. These types of national cooperatives often have websites enabling contracting units to contact vendors who have contracts, obtain contract terms and conditions, and instructions on joining the organization.

The second type of national cooperative is a state, regional, or single government agency that awards contracts for its own use and is authorized under its own laws to extend those contracts to other government agencies. This is similar to the N.J. Division of Purchase and Property's Cooperative Purchasing Program for New Jersey contracting units. These agencies may also charge a marketing or service fee and have a website, though membership is not usually required.

D. Legal Interpretations Concerning National Cooperative Contracts

Consider the following elements in making decisions to use a national cooperative contract.

1) **General interpretation:** The use of the term "notwithstanding any other law to the contrary" in this statute means that public bidding is not required when using a national cooperative contract. However, national cooperative contracts are still subject to procurement laws and rules that apply to all other contracts awarded by a New Jersey contracting unit.

   For example, like all other contracts of a local unit or board of education, governing body approval is required when the value of the contract exceeds the agency's bid threshold. Internal control practices, along with other requirements such as affirmative action compliance, submission of a business registration certificate, statement of corporate ownership, and other routine submission and compliance requirements are not eliminated under the Law and national contractors are obliged to meet these requirements.

   Please note that contracting units under the LPCL and PSCL **do not** have authority to negotiate terms and conditions of national cooperative contracts.

2) **National cooperative contract standards:** The following three requirements make a contract part of a national cooperative:

   a. The national cooperative contract must have been awarded through a "competitive bidding process" that complies with the laws covering the issuing entity. In this context, a

"competitive bidding process" requires open competition, or competition among those qualified or pre-qualified, submission of bids, and awarded pursuant to a "lowest responsible", "most advantageous to the public entity, price and other factors considered", or other similar standard employed by a public entity. This excludes contract awards based on unadvertised, "invitation only," negotiated, local preference, or sole source procurement practices.

b. The contract being awarded pursuant to the national cooperative model must have been awarded by a contracting unit as defined in c. 139, and cannot have been awarded by a non-profit or private organization, even if a member of the cooperative. Stated differently, Chapter 139 only permits contracting units to access national cooperative contracts that were solicited by another "contracting unit" as defined by the statute.

c. The original bid must have been advertised as a national cooperative contract (or a regional contract that includes New Jersey in its region) – not as a strictly local contract that is made "national" or "regional" after the receipt of bids. This is required so that vendors that bid on these contracts know the scope of government agencies outside of the issuing agency that could potentially use the contract. Such information can affect pricing and the range of bidders.

E. Legal Requirements to Use a National Cooperative Contract

Depending on the source of the contract (a national organization or a state government), the following New Jersey legal requirements must be met by contracting units planning to use a national contract.

1) **Documentation requirements:** The **c**ontracting unit must verify that vendors on a national cooperative contract comply with applicable New Jersey procurement documentation requirements. For example, vendors will need to comply with the following New Jersey laws by submitting the required forms to the New Jersey contracting unit as if the contract was originally awarded by that contracting unit:

   i. New Jersey Business Registration Certificate for the contractor and any sub-contractors (i.e., copy of certificate)

   ii. Statement of Corporate Ownership (an original form prepared for the contracting agency awarding the contract)

   iii. Public Contract EEO Compliance (Employee Information Report form or proof of participation in a federally approved affirmative action program)

   iv. A non-collusion affidavit (only if required by a local unit)

   Purchasing agents should review national cooperative procurements to ensure compliance with any other laws that may apply. Electronic copies are acceptable for forms not requiring an original signature.

"Cost-savings" determination: The Law requires that a contracting unit can use national cooperatives only when the contracting unit determines "that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered." Considering a Division of Purchase and Property procurement, which applies a similar standard for cooperative contract participation (most cost-effective), a court has agreed that the contracting unit need not do an advertised procurement, in order to compare the prices obtained with the cooperative prices. Nonetheless, the statute still requires "cost savings" be demonstrated in some fashion. Suggested methods of demonstrating cost-savings include.

i. Comparing current State contract pricing, available to other government entities, to that of the proposed national cooperative.
ii. Comparing pricing for comparable goods or services under the contracting unit's current contracts or contracts available to it (i.e., New Jersey government based cooperative purchasing programs) to that of the proposed national cooperative..
iii. Comparing recently procured comparable contracts entered by other public entities to that of the proposed national cooperative.

Other factors that should be considered as part of the analysis of whether there is a cost-savings.

iv. The ability to avoid the cost and time of a separate procurement
v. Lower minimum purchase requirements at a lower price that allows for the public entity to purchase the needed quantities and avoid storage costs.
vi. Additional costs which have been factored in before contract award, such as:
    a. Administrative cost factors required to participate in the cooperative agreement
    b. Shipping costs, if any
    c. Vendor rebates

The contracting unit is ultimately responsible for developing its own procedures for implementing and documenting the due diligence necessary to reach a cost savings determination that survives legal scrutiny. The documentation, which would be reviewed as part of an audit, and which is subject to disclosure under the Open Public Records Act, should be kept on file as part of the award package. Whatever factors the contracting unit uses in determining the cost effectiveness of a national contract, the court cases referred to below in Subsection 4 strongly suggest that documentation of the cost saving determination is a necessary and vital prerequisite to a contracting unit's award of a national cooperative contract under Chapter 139.

Before using a national cooperative contract, the contracting unit should first check with the Division of Purchase and Property to determine if the contract was awarded as a State contract and is open to use by local governments by cooperative partners. In such a situation, the contracting unit is not making an award under Chapter 139.

1) **Political contribution disclosure:** National cooperative contracts are also subject to New Jersey's Pay-to-Play laws. New Jersey contracting units have different rules to apply as follows:

   a) Agencies subject to the Local Public Contracts Law (municipalities, counties, local authorities, etc.) are subject to N.J.S.A. 19:44A-20.4 and 20.5 (pay-to-play laws). These laws require all contracts (over $17,500) to be entered into through a fair and open process, or otherwise be subject to contribution disclosure rules. In this case, the contracting unit awarding the contract must comply with these laws. The contracting unit using the contract must verify that the "competitive bidding process" used by the issuing agency (see D-2 above) met the fair and open definition of N.J.S.A. 19:44A-20.7 (below, formatted for clarity):

      "Fair and open process" means, at a minimum, that the contract shall be:

      i. Publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract;

      ii. Awarded under a process that provides for public solicitation of proposals or qualifications;

      iii. Awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and

      iv. Publicly opened and announced when awarded.

      The decision of a public entity as to what constitutes a fair and open process shall be final.

      In most cases this standard would be met by obtaining information from the issuing agency or national cooperative administrator about the bidding process that was used. If the bidding process did not meet the above definition of a "fair and open" process, the vendor would have to submit a Business Entity Disclosure Certificate (BED-C) and Political Contribution Disclosure (PCD) form to the contracting unit as required by pay-to-pay laws. Otherwise, a contract cannot be executed.

      Similarly, a contracting unit that desires to use a national contract for "window contracts," those contracts that are between $17,500 and the contracting unit's bid threshold, can treat a national contract like any other window contract procurement. A national contract can be used if it is found to be "most advantageous, price and other factor considered" and that the contract was awarded in a fair and open process by the issuing agency as described above.

   b) Boards of education under the Public School Contracts Law are not subject to the provisions of N.J.S.A. 19:44A-20.5; they must, however, follow the requirements of N.J.A.C. 6A:23A-6.3. Among other matters, this rule requires boards of education to comply with N.J.S.A. 19:44A-20.26. Also required in N.J.A.C. 6A:23A-6.3 is submission of political contribution lists by all contractors awarded contracts,

including those that are publicly bid. This will likely require the contractor to submit supplemental documents to the contracting unit. Without the documentation the contract cannot be executed. These requirements also apply to charter schools.

2) **Legal advertising requirements:** While not referenced in Chapter 139, recent case law involving the use of national contracts by the Division of Purchase and Property ("DPP") strongly suggests that a contracting unit must provide public notice to current contract holders and prospective bidders of their decision to utilize a national cooperative purchasing agreement that would otherwise require public bidding[1].

   Given the similarities in the statute reviewed by the courts and Chapter 139, a contracting unit is advised to employ notice practices similar to those in the formal bidding process before passing a resolution to award a national cooperative contract above the contracting unit's bid threshold.

   A contracting unit that employs notice practices different than provided herein should check with its attorney to ensure that notice practices utilized will survive judicial scrutiny. There is no need for such notices when a contracting unit joins or uses another authorized New Jersey cooperative contract.

   The advised notice practices include the contracting unit providing notice of its intent to utilize a national cooperative contract with a sufficient time period for a vendor to offer alternative approaches. This notice should be treated like any other procurement legal notice and must be printed in an official newspaper (similar to advertisements to receive bids) with at least 10 days' notice before the next action is taken. The Division suggests a public notice template that contains the following elements (a sample is included as Appendix "A" of this Notice):

   "Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement":

   i. Name of the entity that awarded the contract
   ii. Title of contract (description of the contract, i.e., office supplies)
   iii. A web link to where the contract can be viewed online
   iv. Length of contract (must be consistent with length of public contracts law regulating the contracting unit)
   v. A statement naming the vendor to whom the contracting unit intends to award the contract
   vi. A statement of the authority under which the contract is being awarded; generally this will be N.J.S.A. 52:34-6.2(b)(3)
   vii. A notice of when the comment period ends

[1] In the Matter of Protest of Award of N.J. State Contract A71188 for Light Duty Automotive Parts, 422 N.J. Super. 275 (App. Div. 2011); In the Matter of Challenge of the State's Award of Contract to Staples Business Advantage, decided Aug. 25, 2011 (Appellate Division, unpublished; Docket # A-0476-09T2).

Once the notice is published, the contracting unit should also post the notice on its local website. At this stage, the contracting unit should have prepared the appropriate documentation to support the award (as described in section E of this Notice).

3) **Miscellaneous requirements:**

   a. National cooperative membership: Often the contracting unit may be required to join or become a member of the entity. If a contracting unit is using a national cooperative contract, it must follow the national organization's instructions for joining or becoming a member prior to using a contract awarded by the organization. Under all circumstances, a copy of that documentation should be kept on file for audit trail purposes.

      Depending on the degree of authority given to a contracting unit's purchasing agent, the governing body of said unit may need to approve membership in the national cooperative. Authorization to join a national cooperative can be included in the same resolution as that awarding a national cooperative contract.

   b. Time limits: The contracting unit should be aware that its agreements with vendors under a national cooperative contract will expire when the original issuing agency's contract expires. Unless the national organization or sponsoring contracting unit extends the contract, the contracting unit will have to rebid or otherwise make alternative arrangements for procuring the goods or services.

   c. Both the contractor and the contracting unit must meet the requirements of any other laws that may cover a given contract, including, for example, "Buy American" requirements and length-of- contract limitations.

   d. Pricing must be for a known period, and contracts with prepayments or down-payments are not permitted (unless otherwise permitted by New Jersey law).

   e. The contracting unit is responsible for determining what documents are needed for a given procurement.

F. Limitations, Fiscal, and Reporting Requirements

1) **Not applicable to public works/construction contracts:** The use of national cooperative contracts only applies to contracts for goods and services; it does not apply to "public works" or construction contracts.

   This prohibition may affect a contracting unit that plans to construct or install turf and synthetic turf fields, masonry, fencing, roofing, or indoor carpet flooring projects. There are several national cooperative contracts offering time and material contracts for work that may fall under New Jersey public works or construction laws. Before using such a time and material national contract, the contracting unit should review the project to be sure the work is not covered under New Jersey's public works contracting laws.

2) **Limits on GSA/FSS and other New Jersey agency contracts:** The Law does not apply to contracts issued by federal agencies, particularly General Services Administration/Federal Supply Schedule (GSA/FSS) contracts. These contracts continue to be subject to the Division of Purchase and Property authorizing them as State contracts, and cannot be used unless authorized by DPP. Note that vendors who are on GSA schedules may also have been awarded contracts through a national cooperative procurement in which case, Chapter 139 allows the contracting unit to participate in the national cooperative contract.

   Contracting units remain able to utilize only those State contracts that are authorized for local use by the Division of Purchase and Property pursuant to N.J.S.A. 52:16.1, and may use only those local cooperative contracts that are authorized by the Division of Local Government Services pursuant to N.J.A.C. 5:34-7.

3) **Vendor Payments:** Some national cooperative contracts require online payment as vendors may not accept purchase orders or vouchers. Currently, local government units that fall under the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-16 and rules at N.J.A.C. 5:30-9A) can take advantage of using "Procurement Cards" (P-cards) as means of meeting statutory requirements that vendors certify in writing that their goods or services were delivered. Current rules limit the use of P-cards in online transactions to 15% of the contracting unit's bid threshold. The Local Finance Board is proposing amendments that will eliminate this limit. Please note that boards of education do not currently have authority to use P-cards.

   Until the P-Card transaction limit threshold is eliminated, the contracting unit must take into account its applicable laws and rules when choosing a national cooperative to ensure that vendor payments are made consistent with law.

4) **Reporting to the Office of the State Comptroller (OSC)**: N.J.S.A. 52:15C-10 requires contracts exceeding $2,000,000 but below $10,000,000 to be reported to the OSC within twenty (20) days after award, and that proposed contracts exceeding $10,000,000 must be approved by the OSC prior to awarding the contract. Contracts awarded under a national cooperative agreement are subject to these requirements. In addition, the OSC may audit or review contracts of any amount or type and may audit or review the records of the vendor as well.

   Consequently, the OSC has adopted a regulation, N.J.A.C. 17:44-2.2, that requires contracting units to insert the following language into all contracts: "The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request." This language should be included in any national cooperative contract or purchase order issued to a national cooperative.

Appendix A

Model "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement"

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement - <name of contract>

The <*name of contracting unit*> intends to participate in the <*name of agency issuing contract*> contract for <*name/purpose and number (if applicable) of contract name*> to purchase <*goods or services being purchased*>.

Information regarding the contract may be found at the <*name of the location where information is available*> during regular business hours, as well as on the <*name of agency issuing contract*> website at: <*website link*>.

The <*name of contracting unit*> anticipates joining the <*name of agency issuing contract*> contract on <*date of award*>. The <*name of agency issuing contract*> contract term is <*provide start and end date*>.

Contract Period: <*contracting beginning and ending period*>

It is the intent of the <*title of contracting agent*> to make a contract award to <*name of vendor*> pursuant to the proposal submitted in response to the <*name of agency issuing contract*> <*type of award, i.e., Request for Proposals, Request for Bid(s) as appropriate*>.

The <*name of contracting unit*> is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends <*date comment period ends*>.

Appendix B

Purchasing Agent's Guide to Using National Cooperative Contracts

Once a decision is reached to utilize a national cooperative contract where the amount is over the contracting unit's bid threshold, the purchasing agent should take the following steps: (Refer to Local Finance Notice 2012-10 for guidance and forms).

1. Conduct due diligence on a national contract to determine if the contract will result in cost savings after all factors, including charges for service, material and delivery, have been considered. Ensure there is documentation backing up this determination.

   Considerations to use a national contract can include:

   - Economy versus efficiency
   - Comparison of the national contract pricing to the current State contract price, to other national cooperative contracts, to comparable goods in other cooperatives, and any existing contracting unit contract
   - Savings of time in avoiding the time and cost of a separate procurement
   - Any record of satisfactory vendor performance
   - Administrative cost factors required to participate in the national cooperative agreement
   - Other factors such as rebates offered and unique needs to a particular situation

2. Review any national contract under consideration to determine if it meets New Jersey standards:

   - That the contract was based on a publicly advertised request for bids (or proposals) that stated that the contract would be made available to other government agencies that would have included New Jersey contracting units.
   - It was awarded under a competitive bidding process that met NJ "fair and open" criteria
   - Obtain the statutorily required forms or determine related compliance matters as necessary, including but not limited to:
     - ✓ New Jersey Business Registration Certificate
     - ✓ Statement of Corporate Ownership disclosure statement (Chapter 33)
     - ✓ Proof of New Jersey Public Contract EEO compliance
     - ✓ Compliance with Political Contribution Disclosure Laws (Pay-to-Play)
     - ✓ Non-collusion Affidavit (if required)
     - ✓ New Jersey's "Buy American" Law
     - ✓ Americans with Disabilities requirements

- ✓ If the contract to be issued by the contracting unit is over $10 million, report the proposed award to the Office of the State Comptroller thirty days prior to the anticipated award date

3. Publish a "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement" in the official newspaper, on your official website, and on "Bulletin NJ" when available.

    - Allow a minimum of ten days between the advertisement and award for affected providers to protest the award.
    - Consider comments received prior to the award and act accordingly.

4. Prepare a contract and related documents (i.e., Certificate of Availability of Funds, etc.) for governing body action. Include the State Comptroller's language requiring the vendor to maintain records for five years in the contract document.

5. Execute contract pursuant to routine practices. If the contract is above two million dollars but below ten million dollars, report the contract to the Office of the Comptroller within twenty business days of award.

6. Keep documentation of award on file for audit purposes, as with any other contract award.

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION CONFIRMS AN EMERGENCY CONTRACT AWARDED TO INTELLIGENT TRAFFIC SUPPLY PRODUCTS, LLC FOR REPLACEMENT OF EIGHT TRAFFIC CONTROL UNITS AND ASSOCIATED PARTS FOR THE CITY IN THE WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED SIXTY ONE THOUSAND TWO HUNDRED FORTY DOLLARS ($61,240.00) FOR GOODS TO BE PROVIDED WITHIN NINETY DAYS

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with the single source vendor of eight (8) replacement traffic control units for the City for necessary replacement throughout the City resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Intelligent Traffic Supply Products, LLC for said goods following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Intelligent Traffic Supply Products, LLC for a total contract amount of Sixty One Thousand Two Hundred Forty Dollars ($**61,240.00**), for goods to be provided within Ninety (90) days; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $61,240.00 Is available in the following appropriation _____ in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Sixty One Thousand Two Hundred Forty Dollars ($**61,240.00**), for goods to be provided within Ninety (90) days, as follows:

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

discretion of the City Council.

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

Intelligent Traffic Supply Products, LLC
3005 Hadley Road, Suite 5
South Plainfield, New Jersey 07080

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

8 traffic control units

TOTAL $38,240.00

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2421

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Highway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Newark Ave & Monroe St. NJDOT 8 Phase Cabinet & Controller Assembly Type P Includes: 1 - 980 V61.X TS2 Type 2 Secondary Controller 1 - 12 Channel STD NEMA Conflict Monitor 1 - 8 Phase NJDOT P44 Type Cabinet Assembly w/ 18" Skirt 8 - Load Switches 1 - Flasher 5 - Flash Transfer Relay 1 - Push Button Relay Panel 1 - Three Camera Suppression Panel 1 - Video Rack 1 - 8" Monitor	1	9,750.00	9,750.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

Total $9,750.00

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2425

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Highway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Monroe & 1st NJDOT 8 Phase Cabinet & Controller Assembly Type P Includes: 1 - 980 V50.X TS2 Type 2 Secondary Controller 1 - 12 Channel STD NEMA Conflict Monitor 1 - 8 Phase NJDOT P44 Type Cabinet Assembly w/ 18" Skirt 8 - Load Switches 1 - Flasher 4 - Flash Transfer Relay 1 - Push Button Relay Panel	1	8,875.00	8,875.00
Traficam2 - 1/3" 3mm (39 Deg) 1 Camera System w/ Interface Panel & Wire	1	2,700.00	2,700.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

Total $11,575.00

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2420

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Highway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Observer Hwy & Monroe NJDOT 8 Phase Cabinet & Controller Assembly Type P Includes: 1 - 980 V50.X TS2 Type 2 Secondary Controller 1 - 12 Channel STD NEMA Conflict Monitor 1 - 8 Phase NJDOT P44 Type Cabinet Assembly w/ 18" Skirt 10 - Load Switches 1 - Flasher 5 - Flash Transfer Relay 1 - Push Button Relay Panel 1 - Three Camera Suppression Panel 1 - Video Rack	1	9,570.00	9,570.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Total $9,570.00

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2424

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Highway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Willow & 7th 4 - Load Switches 2 - Transfer Relays 1 - Flasher	1	245.00	245.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Total $245.00

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2419

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Highway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Observer Hwy & Willow St. NJDOT 8 Phase Cabinet & Controller Assembly Type P Includes: 1 - 980 V50.X TS2 Type 2 Secondary Controller 1 - 12 Channel STD NEMA Conflict Monitor 1 - 8 Phase NJDOT P44 Type Cabinet Assembly w/ 18" Skirt 8 - Load Switches 1 - Flasher 4 - Flash Transfer Relay 1 - Push Button Relay Panel	1	8,875.00	8,875.00
Traficam2 - 1/3" 3mm (39 Deg) 2 Camera System w/ Interface Panel & Wire	1	4,650.00	4,650.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

Total $13,525.00

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2423

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Hightway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Park & 15th 8 - Load Switches 3 - Transfer Relays 1 - Flasher	1	420.00	420.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Total $420.00

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2418

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Hightway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Willow & 13th NJDOT 8 Phase Cabinet & Controller Assembly Type P Includes: 1 - 980 V50.X TS2 Type 2 Secondary Controller 1 - 12 Channel STD NEMA Conflict Monitor 1 - 8 Phase NJDOT P44 Type Cabinet Assembly w/ 18" Skirt 8 - Load Switches 1 - Flasher 4 - Flash Transfer Relay 1 - Push Button Relay Panel	1	8,875.00	8,875.00
Traficam2 - 1/3" 3mm (39 Deg) 2 Camera System w/ Interface Panel & Wire	1	4,650.00	4,650.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Total $13,525.00

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200
Fax # (908) 791-1205

Invoice

Date	Invoice #
12/3/2012	2422

Bill To	Ship To
City of Hoboken 256 Observer Highway Hoboken, NJ 07030	City of Hoboken 256 Observer Hightway Hoboken, NJ 07030

Customer P.O.	Terms	Due Date	Ship Date	Ship Via
	Net 30	1/2/2013	12/3/2012	ITS Truck

Description	Qty	Price Each	Extension
Observer Hwy & Henderson 1 - Naztec 980 V61.X TS2 Type 2 Secondary Controller 1 - Naztec NM512 Conflict Monitor 6 - Load Switches 3 - Transfer Relays 1 - Flasher	1	2,630.00	2,630.00

NOTICE TO CUSTOMERS:
A 1.5% FINANCE CHARGE WILL BE ASSESSED ON UNPAID BALANCES 30 DAYS FROM INVOICE DATE. ANY AND ALL COSTS WILL BE ADDED TO YOUR ACCOUNT.

SHORTAGES MUST BE REPORTED WITHIN 10 DAYS OF RECEIPT OF MATERIAL. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNREPORTED SHORTAGES.

Total $2,630.00

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH CHASAN LEYNER & LAMPARELLO PC AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE DECEMBER 31, 2013 FOR AN INCREASE IN THE TOTAL NOT TO EXCEED AMOUNT BY $20,000.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $23,185.00

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 Chasen Leyner & Lamparello PC did not respond to; and,

WHEREAS, Chasen Leyner & Lamparello PC, however, has special expertise and intricate knowledge of the below listed litigation because it is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. In Re Contest of the November 6, 2012 Election Results for the City of Hoboken, Public Question No. 2, HUD-L-5773-12; and,
2. November 2012 Election Law Order to Show Cause on Behalf of the City of Hoboken.

WHEREAS, Chasen Leyner & Lamparello PC, 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 $20,000.00 is available in the following appropriation 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, ***(2/3 of the full council affirmatively concurring)*** that an amended contract with Chasen Leyner & Lamparello PC to represent the City as Special Legal Counsel-Outstanding Litigation be awarded, for a term to commence January 1, 2013 and expire December 31, 2013, for an increase in the Not To Exceed Amount by Twenty Thousand Dollars ($20,000.00), for a total not to exceed amount of Twenty Three Thousand One Hundred Eighty Five ($23,185.00) 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 Chasen Leyner & Lamparello PC has with the City during the contact duration described herein; and,

BE IT FURTHER RESOLVED, the contract shall include the following term: Chasen Leyner & Lamparello PC 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 Chasen Leyner & Lamparello PC; 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: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.:___

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED NJTRANSIT SHUTTLE BUS GRANT AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND NEW JERSEY TRANSIT

WHEREAS, the City of Hoboken is working with New Jersey Transit to seek to ensure adequate shuttle bus operations for the City of Hoboken; and,

WHEREAS, the terms of the Shuttle Bus Grant Agreement are laid out in the Agreement, ***attached hereto***, and the City Council is now called upon to either accept or reject the terms of the Agreement.

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

1. The City Council hereby accepts the NJTransit Grant Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify NJTransit of the Council's authorization of this Agreement and the underlying grant of the shuttle bus.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

MEETING: December 19, 2012

REVIEWED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

COMMUNITY SHUTTLE VEHICLE AGREEMENT BETWEEN NJ TRANSIT CORPORATION AND Hoboken

VEHICLE AGREEMENT

BETWEEN NJ TRANSIT CORPORATION

AND

Hoboken

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
CONGESTION MITIGATION AIR QUALITY (CMAQ) INITIATIVES

OPERATING AGREEMENT BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
HOBOKEN
(Hoboken Shuttle)

THIS AGREEMENT is made on _____ (date to be posted by NJ TRANSIT upon execution of this Agreement,) by and between the New Jersey Transit Corporation (NJ TRANSIT), an instrumentality of the State of New Jersey with offices at One Penn Plaza East, Newark, NJ 07105, and <AGENCY NAME> (SUBRECIPIENT), street address, NJ zip;

WHEREAS, The Transportation Equity Act for the 21st Century (TEA-21) 49 U.S.C. authorizes Congestion Mitigation and Air Quality (CMAQ) Funds for purposes including public transportation services;

WHEREAS, the Governor of the State of New Jersey has designated NJ TRANSIT to receive and distribute these Federal funds to eligible SUBRECIPIENTS under this program;

WHEREAS, NJ TRANSIT has applied to the FTA for the above funds on behalf of SUBRECIPIENT;

WHEREAS, this Agreement is solely for the purpose of allocating funds, expenses, and responsibilities for the SUBRECIPIENT's Operating and Non-Operating assistance for public transportation and where applicable, capital purchases; and

THEREFORE, in consideration of the mutual agreements and covenants herein set forth, NJ TRANSIT and the SUBRECIPIENT agree as follows:

INTENT AND PURPOSE:

The purpose of this Agreement is for the shuttle service as described in **Exhibits A, B, and C**. Project covered by this Agreement is for **Operating Assistance** in the amount as follows:

Operating Assistance:	**none**
Federal Amount Awarded:	**$ 0**
Local and Matching Funds:	**$ 0**
Total Amount Awarded:	**$ 0**
Grant Year:	**(see description below)**

1. FINANCIAL ADMINISTRATION

a. Period of Availability of Funds

Operating:
The period of availability of operating funds is for **three (3) years** from the inception date of service.**The SUBRECIPIENT must notify NJ TRANSIT in writing the the official start date. T**he SUBRECIPIENT will provide public transportation services and the administrative oversight of such operation in accordance with the attached EXHIBITS and Addendums, which are incorporated herein by reference. The services included in the Project Summary and Grant Budget **(EXHIBIT A**) shall be provided over the routes set forth in **EXHIBIT B**, under the schedules set forth in **EXHIBIT C**, in accordance with the fares/tariffs listed in **EXHIBIT D**, and with the equipment set forth in **EXHIBIT E**. Any changes in service during the term of this Agreement must be approved in advance and in writing by NJ TRANSIT, except that SUBRECIPIENT agrees to deviate from its standard fixed route service, described in **EXHIBIT B**, to accommodate people with special needs, upon advance reservation. After the deviation, service will return to the original point of departure from the route and then continue operation. Information regarding the availability of such service deviation must be made available to the public (via printed materials and/or website).

Non-Operating/Capital:
For this Agreement, non-operating/capital assistance is to be utilized for the purchase of Project Equipment and/or the rehabilitation or construction of project facilities. Project Equipment shall include, but not be limited to, purchase of vehicles and other equipment specified in **EXHIBIT E**. The Project Equipment shall be used for the provision of transportation service as described in this Agreement for the duration of the project. If during such period any Project Equipment is not used in the manner approved in SUBRECIPIENT's original proposal or is withdrawn from transportation service, the SUBRECIPIENT shall immediately notify NJ TRANSIT.

b. Amount of Funds

The amount of Federal funds to be reimbursed to the SUBRECIPIENT during the term of this Agreement shall not exceed $_0_____ during the first twelve (12) months of documented service expenses, $_0_____ for the second 12) months of service of documented expenses, and $_0_____ during the third twelve (12) months of documented expenses, for a total of $_0_____.

c. Allowable Cost/Program Income

The cost of the project will be the amount stated in the latest approved Project Budget, and will be borne in the manner described therein. SUBRECIPIENT agrees that it will utilize project revenues together with grant monies to meet the actual project costs.

d. Payment

Payment will be made by NJ TRANSIT to the SUBRECIPIENT based upon submittal by the SUBRECIPIENT of a properly executed Monthly Expenditure and Reimbursement Request form **Exhibit F** and an itemized statement of actual costs incurred. The Monthly Expenditure and Reimbursement Request form and itemized statement should be submitted no later than forty-five (45) days from the last day of the month in which the operation expenses were incurred. The SUBRECIPIENT must use the most up-to-date Monthly Expenditure Report and Reimbursement Request form that was provided by NJ TRANSIT.

NJ TRANSIT will pay the SUBRECIPIENT for actual costs incurred for operating service and the administration of the service all subject to the availability of funds. NJ TRANSIT may withhold payments due the SUBRECIPIENT if the SUBRECIPIENT fails to comply with this Agreement.

Unless otherwise determined by the specific guidelines established for projects funded through this program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

2. OBLIGATION TO PERFORM

The SUBRECIPIENT agrees that:

1. For the period of this Agreement the SUBRECIPIENT will not, unless otherwise approved in writing by NJ TRANSIT, initiate, take, or prosecute, and it will actively resist any proceedings before any other State or Federal Agency or court for any order, approval, judgment, decree, or other judgment decree, or other action impairing or limiting the rights, powers, or capacity of the SUBRECIPIENT to carry out and perform its obligation under this Agreement.

2. SUBRECIPIENT will petition and prosecute proceedings before appropriate regulatory agencies and courts to secure and keep in effect all approval, order and other authority necessary for the SUBRECIPIENT to fulfill its obligations incurred under this Agreement.

   a. Contracts under this Agreement
   Unless otherwise authorized in writing by NJ TRANSIT, the SUBRECIPIENT shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order hereto, obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written authorization of NJ TRANSIT.

   b. Competition
   The SUBRECIPIENT certifies that it will not operate the contract service in competition with any autobus regular route service.

3. OBLIGATION TO COMPLY

The SUBRECIPIENT assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The SUBRECIPIENT must also comply with any NJ TRANSIT memorandums, directives, policies and procedures, State Management Plan, and Expenditure and Reimbursement Guidance and Technical Assistance Binder. The SUBRECIPIENT agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The SUBRECIPIENT recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The SUBRECIPIENT agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

4 REPORTS, RECORDS, RETENTION AND ENFORCEMENT

a. Establishment and Maintenance of Accounting Records
The SUBRECIPIENT shall establish and maintain, in accordance with requirements established by NJ TRANSIT, separate accounts for the project, either independently or within its existing accounting system, to be known as the Project Account.

b. Documentation of Project Costs
All charges to the Project Account shall be supported by properly executing invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges, in accordance with the rules and regulations of NJ TRANSIT.

c. Check, Orders and Vouchers
Any check or order drawn by the SUBRECIPIENT with respect to any item which is or will be chargeable against the Project Account will be drawn in accordance with a properly signed voucher then on file in the office of the SUBRECIPIENT stating in proper detail the purpose for which check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

d. Monitoring and Reporting Program Performance

The SUBRECIPIENT shall submit to NJ TRANSIT monthly Ridership and Safety & Security reports by the dates and in the form set forth in (**Exhibit G**)**;** and on a yearly basis information for its annual National Transit Database submission to FTA **(Exhibit H)**. These reports shall be submitted by the date and on the forms provided by NJ TRANSIT. The SUBRECIPIENT shall also provide, as NJ TRANSIT may request, additional information NJ TRANSIT deems necessary. The SUBRECIPIENT shall also prepare and file, by the prescribed date, any and all reports required to be filed with any Federal, State or other funding or regulatory authority by reason of the operation of the contract service.

e. Audit

The SUBRECIPIENT agrees that he/she will retain in his/her files all payroll records, and other documentation pertaining to work under this Agreement for a period of at least three (3) years after payment of the final voucher by the Federal Government or NJ TRANSIT as provided by applicable Federal and state statutes and regulations. The SUBRECIPIENT further agrees that NJ TRANSIT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives may have access to these records for purposes of audit during normal business hours within the retention period.

f. Drug and Alcohol Testing

As required by FTA regulations "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" the SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and 655, produce all documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of New Jersey, or NJ TRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. This policy and procedures shall be provided to NJ TRANSIT and be approved for compliance **prior** to the date beginning operations. The SUBRECIPIENT agrees further to certify annually its compliance with Part 655 **before July 1** as part of the annual application process and to submit the Management Information System (MIS) reports before February 11 of each year to Mr. Daniel W. Ryan, Paratransit Training and Equipment Compliance Administrator, NJ TRANSIT, Office of Local Programs and Minibus Support, One Penn Plaza East, Newark, NJ 07105-2246.

g. Notification

The SUBRECIPIENT must immediately notify NJ TRANSIT in writing of any change of address and/or primary contact. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished it, or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in the registered mails of the United States, postage prepaid, in an envelope and addressed as follows:

If to NJ TRANSIT:
Marianne Stock
Senior Director, Research and Community Services
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246

If to SUBRECIPIENT:
Susan Poliwka
Director of Transportation and Parking
City of Hoboken
94 Washington St.
Hoboken, NJ 07030

5. PROJECT EQUIPMENT

The purchase of the project equipment, if applicable to this Agreement, must be completed within the period of availability of funds. The SUBRECIPIENT shall maintain the equipment used in contract service in accordance with the insurance, maintenance, specification, and safety requirements of NJ TRANSIT and the New Jersey

Department of Transportation. If the SUBRECIPIENT fails to comply with this Section, NJ TRANSIT may withhold payments due to the SUBRECIPIENT pursuant to **Financial Administration - Payment** of this Agreement.

a. Title
The vehicle will remain titled to NJ TRANSIT.

b. Charges, Fees, and Expenses
The SUBRECIPIENT shall be responsible for the payments for any charges, license fees, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes, imposed upon the Project Equipment or the operation thereof, whether such taxes, charges, fees or other costs are levied against the operator or the owner. The SUBRECIPIENT shall pay, in addition to all expenses, fees and taxes incurred in connection with the titling, licensing, and registration of the equipment, all expenses in connection with the use and portion of the equipment during the term including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

c. Interest of NJ TRANSIT and the Federal Government
The interest of NJ TRANSIT and the Federal Government in the Project Equipment shall commence on the day the Project Equipment is titled to the SUBRECIPIENT and shall continue in force and in effect until disposed of or until the expiration of its useful life as set forth by NJ TRANSIT.

d. Equipment Inventory
All equipment over $1,000, including vehicles, must have a permanent tag with the following information Equipment I.D.# (serial, year, manufacturer, body, model, etc.) and if applicable, Equipment County I.D. #. Also, the SUBRECIPIENT must maintain an up-to-date inventory of all equipment purchased under this grant.

e. Maintenance
The SUBRECIPIENT shall maintain project equipment in good order and repair in conformance with the manufacturer's recommendations so as to maintain any vehicle warranty and insure maximum benefit under said warranty. NJ TRANSIT shall have the right to inspect each unit and the SUBRECIPIENT's proper maintenance of the project equipment. The SUBRECIPIENT shall correct promptly any unsatisfactory items reported by such inspections, provided these may be reasonably considered as deficiencies in maintenance. NJ TRANSIT may order repairs to be made at any time to insure that each piece of project equipment is readily available for safe, efficient, and dependable service in accordance with the requirements of any governmental agency. The SUBRECIPIENT will be permitted to operate project equipment under this Agreement with rented tires and/or batteries, but retreated or regrooved tires will not be permitted on the project equipment under any conditions or circumstances. NJ TRANSIT reserves the right to order tires removed when tread depth, sidewall deterioration, or deep cuts are deemed to make further operation unsafe.

f. Repairs, Parts and Requirements
The SUBRECIPIENT shall make all necessary repairs to project equipment. The SUBRECIPIENT shall complete such work on a schedule without interruption of scheduled service, subject to delays encountered in receipt of material and parts from suppliers. The design, quality and component parts of repairs will conform to all applicable Surface Transportation Board requirements and to all applicable standards of the Department of Transportation of the State of New Jersey. Replacement parts or units must be factory replacement parts or parts purchased from a reputable supply house that deals in replacement parts equal to or better than original equipment. In no instance will replacement parts be used or permitted which are rated less than manufacturer's specifications.

g. Inspection
NJ TRANSIT shall have the right to inspect all vehicles, facilities and equipment at any time and place during the term of this Agreement, and the results of such inspection shall be given to the SUBRECIPIENT. NJ TRANSIT inspectors shall be permitted entry on the premises of the SUBRECIPIENT without the necessity of written permission, but they shall not enter on the premises of the SUBRECIPIENT without first identifying to the SUBRECIPIENT their status as NJ TRANSIT employees. The making of any inspections shall begin promptly upon production by the

SUBRECIPIENT of each unit of equipment and carried through to completion as expeditiously as reasonably possible.

NJ TRANSIT inspectors shall have the right at any time to enter and travel upon project equipment owned or controlled by the SUBRECIPIENT, for the purpose of conducting inspections to determine whether the SUBRECIPIENT is in compliance with this Agreement. NJ TRANSIT shall have the right to inspect the SUBRECIPIENT's records and facilities with respect thereto shall promptly correct any unsatisfactory items reported by such inspection.

h. Loss, Theft, Damage, or Destruction and Settlement

SUBRECIPIENT shall bear all risks of damage, loss, theft, or destruction, whether partial or complete, of the project equipment or any portion thereof, including but not limited to such losses resulting from acts of its employees, servants and agents. Any resulting replacement, repairs, or substitution of parts of project equipment shall be at the cost and expense of the SUBRECIPIENT. In the event of any such occurrence, the SUBRECIPIENT shall notify NJ TRANSIT by phone and in writing within one business day and shall hold the project equipment and records available for disposition. The SUBRECIPIENT shall either repair the equipment to the same standard or condition required under this Agreement or subject to written approval of NJ TRANSIT, replace the original project equipment with another unit of equipment with substantially the same specifications.

Further, the SUBRECIPIENT shall obtain, pay for, and maintain insurance to cover all risks of damage, loss, theft, or destruction, partial or complete, of the project equipment or any portion thereof, in an amount approved in writing by NJ TRANSIT; provided, however, that the maintenance of such a policy of insurance shall not relieve the SUBRECIPIENT of any liability under this section where the damage, loss, or destruction is greater than the insurance coverage.

i. No Abatement or Set-Off

Sums payable by the SUBRECIPIENT to NJ TRANSIT under any provisions of this Agreement shall not be subject to any abatement defense, set-off, counterclaim or recruitment whatsoever, by reason of damage to or loss destruction of the project equipment or any part thereof or by reason of any interruption, from whatever cause, in the use, operation, or possession of the project equipment or any part thereof.

j. Useful Life

NJ TRANSIT is responsible for establishing minimum life standards for vehicles acquired under its programs establishing procedures for determining fair market value, and developing policies and procedures for maintenance of vehicles. Vans have a useful life of 4 years or 100,000 miles; minibuses have a useful life of 5 years or 150,000 miles; and buses (larger than minibus) have a useful life of 7 years or 200,000 miles. If Project Equipment is funded under this Agreement, this Agreement will remain in force for the entire useful life of the Project Equipment and will remain in effect until there is no remaining federal interest in the equipment.

k. NJ TRANSIT Warranties

NJ TRANSIT makes no warranties, expressed or implied, as to the equipment leased and assumes no responsibility for the condition of the equipment herein leased.

l. Warranty

The SUBRECIPIENT shall report to NJ TRANSIT and to the manufacturer, in writing, each and every defect in a new vehicle to insure maximum benefit under the warranty. The SUBRECIPIENT shall in no way jeopardize the warranty on new equipment, and will make such equipment available to the sales or service representatives of the manufacturer upon request. The SUBRECIPIENT is hereby appointed as NJ TRANSIT's agent for the enforcement of any warranty provisions for the equipment. NJ TRANSIT will not reimburse any repairs under this Agreement that are covered under any manufacturer warranty.

m. Sale, Lease, Transfer or Encumbrance

The SUBRECIPIENT shall not sell, lease, transfer, or otherwise dispose of or encumber the Project Equipment without the prior written consent of NJ TRANSIT. The SUBRECIPIENT shall not part with possession or control of the Project Equipment without the prior written consent of NJ TRANSIT.

In the event of a discrepancy between this Section 5(m) and Section 20 or **Addendum B**, Section 5(m) shall govern**.**

6. ADVERTISING, SIGNS AND MARKETING

a. Advertising & Signs

Advertising shall not be permitted upon any unit of equipment leased hereunder except by written consent of NJ TRANSIT. Contracts for advertising in existence at the time of execution of this lease are exempt from this section. However, all renewals or future contracts for advertising shall be subject to prior approval of NJ TRANSIT. Where NJ TRANSIT consents to such advertising, any revenues received by the SUBRECIPIENT must be placed in the Project Account set forth in Establishment and Maintenance of Accounting Records and must only be applied to the operation of the equipment as provided in that section.

b. Marketing And Public Outreach Documentation

Any marketing and public outreach material (i.e. schedules, timetables, flyers, videos, TV ads, radio announcements, internet, website, or any other public outreach material) that is developed to advertise the services funded by this grant must be reviewed and approved by NJ TRANSIT before it is final regardless of who funds it. Any changes that are made to any marketing and outreach material during the course of the project that were previously approved, must also be reviewed and approved by NJ TRANSIT. NJ TRANSIT must see the final version of the marketing material before it is advertised. Also, NJ TRANSIT must receive copies of the final marketing material. If the SUBRECIPIENT fails to comply with this requirement, they will be fully responsible for the cost of revising any marketing and public outreach material that was not reviewed by NJ TRANSIT.

c. Press Releases, Publications, Announcements, And News Articles

NJ TRANSIT must be notified immediately of any articles or news coverage regarding this grant funded program that appear in a newspaper, report or any other forms of media and if applicable, a copy of that coverage must also be forwarded.

7. INTEREST OF MEMBERS OF CONGRESS AND SUBRECIPIENT

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, employee of the SUBRECIPIENT during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. NON-DISCRIMINATION

The provisions of N.J.S.A. 10:2-1 THROUGH 10:2-2 and N.J.S.A.10:5-31 et seq. (L. 1975, c.127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto and the provisions set forth in the regulations, are hereby made a part of this Agreement.

9. TITLE VI REQUIREMENTS

SUBRECIPIENTS will be required to send NJ TRANSIT a nondiscrimination assurance included in their annual notice of certifications and assurances. In addition SUBRECIPIENTS must post Title VI Notice to Beneficiaries on website, brochure, timetable, or facilities, (notice cannot only be on website.) SUBRECIPIENTS must have a written complaint procedure for documenting, investigating and responding to Title VI complaints. This includes maintaining a description of any complaints alleging discrimination in service delivery filed within the past year together with a statement of status or outcome of each such complaint. SUBRECIPIENTS must ensure access to services by persons with LEP (limited English proficiency) this includes documenting that the viewpoints of minority, low-income and LEP populations in the course of conducting public outreach and involvement activities. SUBRECIPIENT must also make an effort to review demographics data in their service areas to ensure access to transportation services by person with LEP.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

All subrecipients must be in compliance with FTA's Equal Employment Opportunity (EEO) requirements of Executive Order No. 11246, as amended. If any SUBRECIPIENT meets the threshold specified in that circular (receipt of $1,000,000 or more in the previous Federal fiscal year, and 50 or more mass transit related employees) it must submit an EEO program. The state may require any documentation it deems

necessary from SUBRECIPIENTS to ensure that they do not discriminate in employment on the basis of race, color, creed, national origin, sex, age, or disability. SUBRECIPIENTS that are required to submit an EEO program should submit the program to NJ TRANSIT. NJ TRANSIT will review SUBRECIPIENT programs during a site/desk audit or other compliance review.

11. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S.D.O.T. assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NJ TRANSIT deems appropriate. For those SUBRECIPIENTS utilizing federal funding for contracting opportunities see **Addendum B** for DBE requirements for race-conscious federal procurement activities. NJ TRANSIT will review all SUBRCIPIENT's bid specifications to ensure compliance and at that time set the required DBE goal for the contract.

12. SECTION 504 AND ADA REPORTING

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, prohibits discrimination on the basis of disabilities by SUBRECIPIENTS of Federal financial assistance. In addition, the Americans with Disabilities Act of 1990, as amended (ADA), specify Federal civil rights of individuals with disabilities. SUBRECIPIENTS must comply with 49 C.F.R. Parts 27, 37, and 38, implementing ADA and amending the Section 504 rule. Among other requirements, the regulations: prohibit discrimination against individuals with disabilities; require that vehicles acquired be accessible to and usable by individuals with disabilities, including individuals using wheelchairs (with limited exceptions for demand responsive systems providing equivalent service to individuals with disabilities or a demonstration of inability to obtain an accessible used vehicle despite good faith efforts to do so): and require that public entities operating fixed route transit plan for and provide complementary paratransit for individuals with disabilities who cannot use accessible fixed route transit.

All vehicles acquired with project funds must be equipped, maintained, and operated in accordance with the regulations. SUBRECIPIENTS must ensure that service provided does not discriminate against individuals with disabilities. In addition, subrecipients of any FTA funds should be aware that they also have responsibilities under other provisions of ADA in the areas of employment, public accommodations, and telecommunications.

13. SECTION 5333 WARRANTY

The SUBRECIPIENT certifies that in the absence of a waiver by the U.S. Department of Labor, the terms and conditions of the Section 5333 Warranty shall apply.

14. WAIVERS

The remedies provided herein in favor of NJ TRANSIT shall be cumulative and not exclusive and shall be in addition to all other remedies existing at law or in equity. The SUBRECIPIENT hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of remedies herein, provided to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrences of any of the contingencies set forth herein shall not constitute a waiver of any right upon the continuation of recurrence of any such contingencies or similar contingencies.

15. TERMINATION

This Agreement may be terminated by mutual agreement of NJ TRANSIT and the SUBRECIPIENT upon demonstration of just cause and extenuating circumstances. At any time prior to the completion of contract services, NJ TRANSIT may terminate this Agreement by giving not less than thirty (30) days prior written notice by registered mail. If this Agreement is terminated in this fashion before project completion, payment to the SUBRECIPIENT will be made promptly for the amount of any fees earned to the effective date of the notice of termination less any payment previously made. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted here from and shall not invalidate the rest of this Agreement.

16. INSURANCE AND INDEMNIFICATION

a. Insurance

The SUBRECIPIENT shall maintain a minimum combined single limit liability insurance policy of $5,000,000 with a loss payee endorsement in favor of NJ TRANSIT and any other party in interest designated by NJ TRANSIT. The SUBRECIPIENT shall furnish NJ TRANSIT with certificates of insurance or written evidence of insurance indicating coverage in amounts stated herein, which will include NJ TRANSIT as an additional insured party and provide for written notice to NJ TRANSIT within 30 days of cancellation or reduction in the amount stated herein. The maintenance of insurance under this section shall not relieve the SUBRECIPIENT of any liability where liability for injury, death or property damage is greater than the insurance coverage.

b. Indemnification

The SUBRECIPIENT shall have full control of the equipment and/or the operation of the service to be provided under this Agreement. The SUBRECIPIENT shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their departments, subsidiaries, board, officers, agents and employees, from and against any and all suits, claims, demands or damages of any nature whether for injury to, or death of persons or damage to property arising or claimed to arise from any acts or omissions, whether negligent or not, by the SUBRECIPIENT, its agents, employees all irrespective of whether such acts or omissions are within or beyond the control of the SUBRECIPIENT performing the services provided under this Agreement, including but not limited to costs of investigation, court costs, counsel fees, settlements, judgments or otherwise. In the event of any such claim, demand, or suit against or joining the State of New Jersey, NJ TRANSIT, their boards, officers, agents, and employees arising out of the performance of this Agreement, the SUBRECIPIENT shall assume and take over the investigation and defense thereof as its own cost and expense as set forth above.

17. CODE OF ETHICS

NJ TRANSIT, is governed by a number of civil and criminal laws which control how NJ TRANSIT does business with SUBRECIPIENTS. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12; the Gifts to Public Servants Law, N.J.S.A. 2C:27-6; and the Compensation for Past Official Behavior Law, N.J.S.A. 2C:27-4.

No SUBRECIPIENT shall either directly or indirectly pay, offer to pay, or agree to pay any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such Board Member of employee, or to any partnership, firm, or corporation with which any such Board Member or employee is employed or associated, or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an NJ TRANSIT Board Member or employee from any SUBRECIPIENT shall be reported in writing forthwith by the SUBRECIPIENT to NJ TRANSIT's Ethics Liaison Officer. (The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.)

Whether or not pursuant to employment, contract or other agreement, expressed or implied, no SUBRECIPIENT may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such to any NJ TRANSIT Board Member or employee having any

duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Ethics Liaison Officer who will consult with the Executive Commission on Ethical Standards and the Office of the Attorney General about further action. The Executive Commission may, upon application of the NJ TRANSIT Board Member or employee, grant a waiver of this restriction upon a finding that the present or proposed relationship does not present a potential, or actual appearance of a conflict of interest.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his official position in any manner to secure unwarranted privilege or advantage for the SUBRECIPIENT or any other person.

No SUBRECIPIENT may offer any NJ TRANSIT Board Member, employee or family member any gift, payment, loan or other thing of value regardless of whether it might be reasonably inferred that such gift, payment, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees or family members of NJ TRANSIT are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other item or consideration which could be construed as having more than nominal value.

Failure of SUBRECIPIENTS to comply with this policy will subject them to debarment pursuant to N.J.A.C. 16:72-4.1.

18. CONSCIENTIOUS EMPLOYEE PROTECTION ACT

The SUBRECIPIENT will be subject to the provisions of the New Jersey Conscientious Employee Protection Act which states that it is unlawful for an employer, whether public or private to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a local government, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety or welfare.

19. PROCUREMENT

NJ TRANSIT does not purchase capital equipment directly under this program with the exception of rolling stock. The Subrecipient may use allocated federal funds for other capital purchases excluding vehicles. Any capital purchase greater than $1,000 needs the prior approval of NJ TRANSIT. SUBRECIPIENTS must submit all specifications, RFPs, IFBs and any other procurement documentation to NJ TRANSIT for review and approval **prior** to advertising or going out to bid. SUBRECIPIENTS must also comply with the administrative procedures and requirements in NJ TRANSIT's Expenditure and Reimbursement Guidance and Technical Assistance Binder.

SUBRECIPIENTS that are local governments must comply with the same Federal requirements governing state procurements. SUBRECIPIENTS must comply with the Third Party Contracting Requirements of FTA Circular 4220.1F in the solicitation, award and administration of its third party contracts. Subrecipients must ensure that all third party contracts contain the required contract clauses. The actual forms that need to be completed relating to third party contracts can be found in the ProcurementPro, a web-based application funded by the national Rural Transit Assistance Program (National RTAP).

Procurements and third party contracts and subcontracts must comply with DBE program requirements (see **Addendum B**).

If deficiencies or noncompliance has been identified and the SUBRECIPIENT has not taken corrective action in the designated time, the SUBRECIPIENT forfeits the right to be reimbursed using project funds.

20. REQUIRED DOCUMENTATION

NJ TRANSIT requires annual affirmations, signed by the SUBRECIPIENT's legal authority certifying compliance with the following obligations in order for this Agreement to be fully executed : Certification Regarding Lobbying Restrictions **(Exhibit I)**; Certification Regarding Debarment and Suspension **(Exhibit J**; Code of Ethics (**Exhibit K**); ADA Certification (**Exhibit L**); FTA's Annual Certifications and Assurances (**Appendix A**), and Title VI Activities and Monitoring Procedures (**Appendix B**).

21. FTA STANDARD CONTRACT CLAUSES

All required Federal Transit Administration (FTA) Contract clauses set forth as part of the Federal Requirements (**Addendum A**) are hereby incorporated into this Agreement by reference. In the event of a conflict between a FTA clause and a provision of this Agreement, the former shall govern.

22. MODIFICATION

This Agreement may be modified only by written agreement of the parties.

23. U.S. Department of Labor Addendum

All required Department of Labor Contract Clauses set forth as part of the letter from the U.S. Department of Labor are hereby incorporated into this Agreement by reference in (**Appendix C**).

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

(Subrecipient: **sign** & **date**, **attest** & **date**, and **notarize** with **raised seal**.)

SUBRECIPIENT:

Signature:_____

Name (Print/Type):_____

Title of Subrecipient Official:_____

Date:_____

ATTESTED BY:

Signature:_____

Name (Print/Type):_____

Title of Subrecipient Official:_____

Date:_____

NEW JERSEY TRANSIT CORPORATION:

Signature:_____

Name (Print/Type): Steven H. Santoro

Title of Official: Assistant Executive Director

Date:_____

ATTESTED BY:

Signature:_____

Name (Print/Type): Frederick Storey

Title of Official: Service Planner

Date:_____

Attorney General of New Jersey

By:_____
Deputy Attorney General

Date:_____

EXHIBIT A

PROJECT SUMMARY & GRANT BUDGET

PROJECT SUMMARY

(Subrecipient to insert a summary of your program/services here **and** specify your "route deviation policy"**).**

Note: Route deviation services must be open to the general public, not only disabled individuals. They must be explained on your schedules (Exhibit C) with any parameters and phone numbers (if advance call-in) is required.

GRANT BUDGET

Operating

$ 0

Non-Operating

NONE

LIST FUNDING SOURCES AND AMOUNTS

CMAQ or other (list source): $ 0

EXHIBIT B

ROUTE DESCRIPTION

(SUBRECIPIENT TO INSERT AS EXHIBIT)

EXHIBIT C

SERVICE SCHEDULE(S)

(SUBRECIPIENT TO INSERT AS EXHIBIT)

Please make sure the schedules you are including in this section mention your route deviation policy with any parameters and phone numbers if advance call-in is required).

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EXHIBIT D

FARES / TARIFFS

(SUBRECIPIENT TO INSERT LANGUAGE OR EXHIBIT)

EXHIBIT E

(SUBRECIPIENT TO INSERT AS EXHIBIT - IF APPLICABLE)

LIST OF EQUIPMENT FOR TRANSFER AND USE FROM
NEW JERSEY TRANSIT CORPORATION
TO
SUBRECIPIENT

LIST OF VEHICLES

Vehicle No.	Make	Year	Serial VIN Number	Plate No.
CS-674	Starcraft Allstar	2008	1FD4E45P18DA51068	OXY8887

This vehicle was previously used for Nutley's Community Shuttle. Nutley discontinued its Community Shuttle program and no longer needs the vehicle.

NOTE: The vehicle contains accessibility features including a wheelchair lift.

Exhibit F

Monthly Expenditure Report and Reimbursement Request
Invoicing Procedures and Other Important Information

Not applicable.

Exhibit G

INSTRUCTIONS FOR THE MONTHLY RIDERSHIP AND SAFETY & SECURITY REPORTS

Not Applicable.

Exhibit H

National Transit Database (NTD) Reports

Not applicable.

Exhibit I

CERTIFICATION REGARDING LOBBYING

[The Subrecipient must complete and submit to NJ TRANSIT with Bid for bids exceeding the small purchase threshold for Federal assistance programs, currently $100,000.]

The undersigned _____ (Subrecipient) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A. 3801, et seq., apply to this certification and disclosure, if any.

Name and Title of Subrecipient's Authorized Official:_____

Signature of Subrecipient's Authorized Official:_____

Date:_____

EXHIBIT J

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

[The Subrecipient must complete and submit to NJ TRANSIT with Bid for bids exceeding the small purchase threshold for Federal assistance programs, currently $100,000.]

Name of Subrecipient:_____

1. The prospective lower tier participant certifies, by submission of this agreement or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Subrecipient certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 49 CFR § 29.105(p) apply to this certification and disclosure, if any.

Name and Title of Authorized Official:_____

Signature of Subrecipient's Authorized Official:_____

Date:_____

Exhibit K

NJ TRANSIT Code of Ethics

IMPORTANT NOTICE TO ALL SUBRECIPIENTS AND CONSULTANTS/VENDORS

ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 3037 of TEA-21, 49 U.S.C. §5309)
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (49 U.S.C. §5307)
SCDRTAP- Senior Citizens Disabled Residents Transportation Assistance Program

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

(Continue to next page and sign affidavit)

ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW

I,_____ (*Name of Individual)*, executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read an studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit., to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

_____
(*Print Name of Subrecipient)*

_____
(Signature of Authorized Principal or Officer)

_____
(Print Name and Title of Signator)

Sworn to and subscribed to before me, this _____ day of _____, 201___.

Exhibit L

ADA Equivalent Certification

ANNUAL AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

I,_____ (*Name of Individual)*, executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.

….this section may not be necessary…. Viewed in its entirety, the Subrecipient's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

All common wheelchairs and their users shall be transported in the Subrecipient's vehicles.

The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.

The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.

The Subrecipient may require that an individual permit his or her wheelchair to be secured.

The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.

The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.

The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle.

The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.

The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.

The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.

The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.

The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.

The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

Certification of ADA Compliant Service

This is to certify that _____ (*Name of Agency*) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

_____
Signature

_____
Name of Authorized Official

_____
Title

_____
Date

ADDENDUM A

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

This document contains standard terms and conditions governing the administration of Projects supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Subgrant Agreement to NJT with the Subrecipient. Addendum A applies to Federal assistance authorized by Federal transit laws codified at 49 U.S.C. §§ 5301 *et seq*.; or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 U.S.C. § 101 note, amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 U.S.C. § 101 note, other amendments to TEA-21, or other Federal enabling legislation administered by FTA.

New Jersey Transit Corporation and the Subrecipient understand and agree that not every provision of Addendum A will apply to every Subrecipient or every Project for which NJT provides Federal financial assistance through a Subgrant Agreement. The type of Project and the section of the statute authorizing financial assistance for the Project will determine which requirements apply. Nevertheless, the Subrecipient understands and agrees that it must comply with all applicable laws, regulations, and requirements. Any violation of a requirement applicable to the Subrecipient or its Project may result in penalties to the violating party; requirements that do not apply will not be enforced.

The provisions of Addendum A may be modified or superseded by subsequent Federal requirements or Subgrant Agreements.

Thus, in consideration of the mutual covenants, promises, and representations herein, NJT and the Subrecipient agree as follows:

Section 1. Definitions.

a. Application means the signed and dated request for Federal financial assistance, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with and accepted or approved by the NJT and FTA on behalf of the Subrecipient.
b. Approval, Authorization, Concurrence, Waiver means a conscious written statement (transmitted in typewritten hard copy) of a Federal Government or NJT official authorized to permit the Subrecipient to take or omit an action required by the Grant Agreement, which action may not be taken or omitted without such permission. Unless clearly stated otherwise, an approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. Oral permissions or interpretations have no legal force or effect.
c. Approved Project Budget means the most recent statement, approved by the NJT, of the costs of the Project, the maximum amount of Federal assistance for which the Subrecipient is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task. As used in the "Approved Project Budget.
d. Federal Government means the United States of America and any executive department or agency thereof.
e. FTA is the acronym for the Federal Transit Administration, an operating administration of the U.S. Department of Transportation (U.S. DOT). "FTA" replaces the acronym "UMTA."
f. FTA Directive includes any FTA circular, notice, order, or guidance providing information about FTA's programs, application processing procedures, Project management guidelines, or other similar matters. In addition, certain U.S. DOT directives also apply to the Project.
g. Subgrant Agreement means the instrument by which NJT awards Federal assistance to a specific Subrecipient to support a particular Project in which NJT does not take an active role or retain substantial control. The Subgrant Agreement consists of the NJT Award establishing the specific parameters of the Project, an Execution statement signed by the Subrecipient, and may include other Special Conditions, Requirements, or Conditions. Addendum A is incorporated by reference and made part of the Subgrant Agreement.
h. Local Government includes a public transit authority, as well as a county, municipality, city, town, township, special district, council of governments (whether or not incorporated as a private nonprofit organization under State law), regional or interstate government entity, or any agency or instrumentality thereof.
i. Project means the activity or activities (task or tasks) listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement applicable to the Project, and any other Special Conditions, Requirements, or Provisions applicable to the Project. For the urbanized area formula program at 49 U.S.C. § 5307, the elderly and persons with disabilities formula program

at 49 U.S.C. § 5310, and the nonurbanized area formula program, at 49 U.S.C. § 5311, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require. For purposes of legal interpretation and other matters, NJT reserves the right to consider information apart from data listed under the "Approved Project Budget" to determine what constitutes the Scope of the Project.

j. Recipient means the New Jersey Transit Corporation.

k. Secretary means the U.S. DOT Secretary, including his or her duly authorized designee.

l. Subagreement means an agreement through which NJT awards financial assistance derived from FTA to the subrecipient as defined in Subsection 1.p of Addendum A below. The term "subagreement" also includes the term "subgrant," but does not include the term "third party subcontract."

m. Subrecipient means any entity that receives Federal assistance awarded by a FTA Recipient, rather than FTA directly. The term "subrecipient" also includes the term "subgrantee," but does not include "third party contractor" or "third party subcontractor."

n. Third Party Contract means a contract or purchase order awarded by the Subrecipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

o. Third Party Subcontract means a contract at any tier entered into by the third party contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

p. Transit means transportation by a conveyance, either publicly or privately owned, that provides regular and continuing general or special public transportation to the public, but does not include school bus, charter, or sightseeing transportation. The term "transit" also includes "mass transportation" and "public transportation."

q. U.S. DOT is the acronym for the United States Department of Transportation, including its operating administrations.

Section 2. Project Implementation.

a. General Requirements. The Subrecipient agrees to carry out the Project as follows:

(1) Project Description. The "Project Description" in the NJT Award section of the Subgrant Agreement describes the Project or Projects to be funded by that Grant Agreement.

(2) Effective Date. Upon full Execution of the Subgrant Agreement, or any Amendment thereto by the Recipient, the effective date of that Subgrant Agreement, or Amendment is the date on which the NJT's Authorized Official signs the Award for that Subgrant Agreement, or Amendment. The Subrecipient agrees to commence Project work promptly after receiving notice of Project approval.

(3) Subrecipient's Capacity. The Subrecipient agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to plan, manage, and complete the Project, and provide for the use of Project facilities and equipment, to comply with the terms of the Subgrant Agreement, the Approved Project Budget, the Project schedules, the Subrecipient's annual certifications and assurances to NJT, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing the Project.

(4) Completion Dates. The Subrecipient agrees to complete the Project in a timely manner. Nevertheless, milestone dates and other Project completion dates are to be treated as good faith estimates rather than precise and firm legal obligations.

b. U.S. DOT Administrative Requirements. The Subrecipient acknowledges that Federal administrative requirements differ based on the type of entity receiving Federal assistance:

(1) A Subrecipient that is a State, or a local government, or agrees to comply with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18.

(2) A Subrecipient that is a nonprofit organization agrees to comply with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. Part 19.

(3) Except as FTA specifies otherwise, a Subrecipient that is a private for-profit organization agrees to comply with the "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19.

c. Application of Federal, State, and Local Laws and Regulations.

(1) Federal Laws and Regulations. Federal law or laws authorizing Project approval control Project implementation. The Subrecipient acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Project on the date the authorized NJT official signs the Subgrant agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the Subrecipient executes the Subgrant agreement, and might apply to that Subgrant Agreement. The Subrecipient agrees that the most recent of such Federal requirements will govern the administration of the Project at any particular time, unless NJT issues a written determination otherwise. NJT's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award within the Subgrant Agreement, a change to an NJT directive, or a letter signed by the Director, Local Programs Support Unit, the language of which modifies or otherwise conditions the text of a specific provision of Addendum A. To accommodate changing Federal requirements, the Subrecipient agrees to include notice in each agreement with each third party contractor participating in the Project that Federal requirements may change and the changed requirements will apply to the Project as required, unless the Federal Government determines otherwise. All standards or limits within Addendum A are minimum requirements, unless modified by NJT.

(2) State, Territorial, and Local Law. Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Subgrant Agreement or Addendum A shall require the Subrecipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Subgrant Agreement, or Addendum A violates State, territorial, or local law, or would require the Subrecipient to violate State, territorial, or local law, the Subrecipient agrees to notify NJT immediately in writing. Should this occur, NJT and the Subrecipient agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

d. Subrecipient's Primary Responsibility to Comply with Federal Requirements. Irrespective of participation by other parties in the Project, the Subrecipient continues to remain responsible to NJT for compliance with all Federal requirements imposed by Federal statute, regulations, executive orders, directives, published policies, Addendum A, and the Grant Agreement for the Project.

(1) Significant Participation by a Third Party Contractor. Although the Subrecipient may enter into a third party contract in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Subrecipient, the Subrecipient continues to remain responsible to NJT for compliance with Federal requirements.

(2) Significant Participation by a Subrecipient. Although the Subrecipient may delegate any or almost all Project responsibilities to one or more entities, the Subrecipient continues to remain responsible to NJT for compliance with Federal requirements.

e. Recipient's Responsibility to Extend Federal Requirements to Other Entities.
(1) Entities Affected. Only the entities that are signatories to the Subgrant Agreement are parties to that agreement. To achieve compliance with certain Federal laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be affected. Accordingly, the Subrecipient agrees to take appropriate measures necessary to ensure all Project participants comply with applicable Federal requirements affecting their performance.

(2) Documents Affected. The applicability provisions of Federal statutes, regulations, and directives establishing each Federal requirement determine the extent to which that requirement affects a Project participant. Accordingly, the Subrecipient agrees to include adequate provisions to ensure that Project participants comply with applicable Federal requirements. In addition, the Subrecipient agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal requirements in each lower tier subcontract and subagreement financed in whole or in part with financial assistance provided by NJT under the Grant Agreement. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with Federal requirements, the Subrecipient agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the third party contractor to extend applicable requirements to its subcontractors to the lowest tier necessary. When the third party contract requires the third party contractor to undertake

responsibilities for the Project usually performed by the Subrecipient, the requirements applicable to the Subrecipient imposed by Addendum A for the Project must be included in that third party contract and extended throughout each tier to the extent appropriate. Additional guidance pertaining to third party contracting is contained in the FTA Best Practices Procurement Manual. FTA cautions, however, that its Best Practices Procurement Manual focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subrecipient must be carried out in accordance with Federal requirements, the Subrecipient agrees to include appropriate clauses in each subagreement stating the subrecipient's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the subrecipient to impose applicable Federal requirements on entities to the lowest tier necessary. When the subagreement requires the subrecipient to undertake primary responsibilities for the Project usually performed by the Subrecipient, the requirements applicable to the Subrecipient imposed by Addendum A and the Grant Agreement for the Project must be included in that subagreement and extended throughout each tier to the extent appropriate.

f. No Federal Government Obligations to Third Parties. The Subrecipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third party contractor.

g. Changes in Project Performance (*i.e.*, Disputes, Breaches, Defaults, or Litigation). The Subrecipient agrees to notify NJT immediately of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may significantly affect the Subrecipient's ability to perform the Project in accordance with the terms of the Grant Agreement. In addition, the Subrecipient agrees to notify NJT immediately of any current or prospective major dispute, breach, default, or litigation that may affect NJT or the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. The Subrecipient agrees to inform NJT before naming NJT or the Federal Government as a party to litigation for any reason, in any forum.

Section 3. Ethics.

a. Code of Ethics. The Subrecipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or subagreements supported by Federal assistance. This code or standards of conduct shall provide that the Subrecipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Subrecipient may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the Subrecipient's officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the Subrecipient's officers, employees, board members, or their agents, or by the Subrecipient’s contractors or subrecipients or their agents.

(1) Personal Conflicts of Interest. The Subrecipient's code or standards of conduct shall prohibit the Subrecipient's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise an employee, officer, board member, or agent, including any member of his or her immediate family; partner; or organization that employs, or intends to employ, any of the above.

(2) Organizational Conflicts of Interest. The Subrecipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Subrecipient agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

c. Bonus or Commission. The Subrecipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Project.

d. Lobbying Restrictions. The Subrecipient agrees to:
(1) Refrain from using Federal assistance funds to support lobbying,

(2) Comply, and assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(3) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Subrecipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 - 1508, 7324 - 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Subrecipient acknowledges and agrees that:

(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Subgrant Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Subgrant Agreement. In addition to other penalties that may apply, the Subrecipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Subrecipient to the extent the Federal Government deems appropriate.

(2) If the Subrecipient makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Subrecipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Section 4. Federal Financial Assistance.

The Subrecipient agrees that FTA will provide Federal financial assistance for the Project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the "Maximum FTA Amount Approved," set forth in the Grant Agreement, or (c) the amount calculated in accordance with the "Maximum Percentage(s) of FTA Participation," as may be modified by applicable Special Conditions, Requirements, or Provision of the Grant Agreement or Cooperative Agreement. FTA's obligation to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The "Estimated Total Eligible Cost" in the Grant Agreement is the basis upon which FTA determines the "Maximum FTA Amount Awarded."

a. "Net Project Cost". For any Project required by FTA or Federal law to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Subrecipient for that portion of the Project that cannot reasonably be financed from the Subrecipient's revenues,

i.e., "Net Project Cost" of the Project. Accordingly, the amount stated as the "Estimated Total Eligible Cost" is the "Estimated Net Project Cost" and forms the basis on which FTA will calculate the amount of Federal assistance to award for the Project.

b. Other Basis for FTA Participation. For any Project not required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide assistance to the Subrecipient in financing all or part of the cost of the Project. Therefore, the amount stated as the "Estimated Total Eligible Cost" forms the basis on which FTA will calculate the amount of Federal assistance to award for the Project.

Section 5. Local Share.

If NJT requires the Subrecipient to provide a local share for the Project financed under the Subgrant Agreement, the Subrecipient agrees as follows:

a. Restrictions on the Source of the Local Share. Except as permitted otherwise by Federal law, the Subrecipient agrees to provide sufficient funds or approved in-kind resources that, together with the Federal financial assistance awarded, will assure payment of the actual cost of each Project activity covered by the Subgrant Agreement. The Subrecipient agrees that no local share funds provided will be derived from receipts from the use of Project facilities or equipment, revenues of the transit system in which such facilities or equipment are used, or other Federal funds, except as permitted by law.

b. Duty to Obtain the Local Share. Unless NJT otherwise approves, the Subrecipient agrees to complete all proceedings necessary to provide the local share of the Project costs at or before the time those funds are needed to meet Project expenses.

c. Calculation of the Local Share. Unless NJT expressly approves otherwise in writing, the Subrecipient agrees that the local share will apply to each Project activity in the Subgrant Agreement.

d. Reduction of the Local Share. Unless NJT expressly approves otherwise in writing, the Subrecipient agrees that no refund or reduction of the local share may be made unless, at the same time, a refund of the proportional amount of the Federal financial assistance provided is made to the Federal Government.

Section 6. Approved Project Budget.

The Subrecipient agrees to prepare a Project budget which, upon approval by NJT and/or FTA, is designated the "Approved Project Budget." Any amendment awarding additional Federal financial assistance requires a new Approved Project Budget. The Approved Project Budget may also be revised as permitted by and in conformance with applicable Federal requirements. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Grant Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the Federal financial assistance awarded may be made in accordance with applicable Federal regulations and directives. The Subrecipient agrees to incur obligations and make disbursements of Project funds only as authorized in the latest Approved Project Budget. The latest Approved Project Budget is incorporated herein by reference and made part the Grant Agreement.

Section 7. Accounting Records.

a. Project Accounts. The Subrecipient agrees to establish and maintain for the Project either a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the Project, consistent with applicable Federal regulations and other requirements that NJT may impose. The Subrecipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project shall be clearly identified, readily accessible and available to NJT upon its request, and, to the extent feasible, kept separate from documents not related to the Project.

b. Funds Received or Made Available for the Project. The Subrecipient agrees to deposit, in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of the Grant Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) consistent with

applicable Federal regulations and other requirements NJT may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

c. Documentation of Project Costs and Program Income. The Subrecipient agrees to support all costs charged to the Project, including any approved services contributed by the Subrecipient or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Subrecipient also agrees to maintain accurate records of all program income derived from Project implementation, except certain income determined by FTA to be exempt from the general Federal program income requirements.

d. Checks, Orders, and Vouchers. The Subrecipient agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

Section 8. Reporting, Record Retention, and Access.

a. Types of Reports. The Subrecipient agrees to submit to FTA the reports required by U.S. DOT administrative regulations for grants and any other reports the Federal Government may require.

b. Format Requirements for Reports. The Subrecipient agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy formats as FTA may require. Electronic submissions must comply with the electronic accessibility requirements of Subsections 12.g(9) and 15.s of Addendum A. FTA reserves the right to require records to be submitted in other formats.

c. Record Retention. The Subrecipient agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Federal Government may require during the course of the Project and for three years thereafter.

d. Access to Records of Subrecipients. Upon request, the Subrecipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subrecipients pertaining to the Project.

e. Project Closeout. Project closeout does not alter the reporting and record retention requirements of this Section 8 of Addendum A.

Section 9. Payments.

The Subrecipient agrees to refrain from seeking payment from NJT for Project costs until it has executed the Grant Agreement for the Project.

a. Subrecipient's Request for Payment. To obtain a Federal assistance payment for the Project from NJT, the Subrecipient agrees to:

(1) Demonstrate or certify that it will provide adequate local funds that, when combined with Federal payments, will cover all costs to be incurred for the Project. Unless the Federal Government has expressly permitted the Subrecipient to defer provision of the local share, a Subrecipient required by Federal statute or the Grant Agreement to provide a local share agrees to refrain from:

(a) Requesting or obtaining Federal funds exceeding the amount justified by the local share previously provided, and

(b) Taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized by the Grant Agreement,

(2) Submit to NJT all financial and progress reports required to date by Addendum A, and

(3) Identify the source(s) of financial assistance provided for the Project from which the payment is to be derived.

b. Payment by Subrecipient:
(1) The Subrecipient agrees to provide for control and accountability for all Project funds consistent with Federal requirements and procedures for use of the ECHO system.

(a) The Subrecipient may not draw down funds for a Project in an amount exceeding the sum obligated by the Federal Government or the current available balance for that Project.

(c) The Subrecipient agrees to draw down funds only for eligible Project costs.

(d) The Subreecipient agrees to refrain from drawing down Federal assistance until needed for disbursement.

c. Costs Reimbursed. The Subrecipient agrees that Project costs eligible for Federal participation must comply with all the following requirements. Thus, eligible Project costs must be:

(1) In conformance with the Project Description, the Approved Project Budget, and all other terms of the Grant Agreement,

(2) Necessary in order to accomplish the Project,

(3) Reasonable for the goods or services purchased,

(4) Actual net costs to the Subrecipient (*i.e.*, the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred, excluding program income),

(5) Incurred for work performed after the Effective Date of the Grant Agreement, unless NJT has provided otherwise in writing,

(6) Satisfactorily documented,

(7) Treated consistently in accordance with accounting principles and procedures approved by the Federal Government for the Subrecipient, and with accounting principles and procedures approved by the Subrecipient for its contractors,

(8) Eligible under Federal law, regulation, or guidelines for Federal participation, and

(9) Unless permitted otherwise by Federal statute or regulation, be in compliance with the U.S. Office of Management and Budget (OMB) Circular or Federal regulation listed below that is applicable to the Subrecipient:

(a) For a Subrecipient that is a State, a local government, the provisions of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments," apply;

(b) For a Subrecipient that is an institution of higher education, the provisions of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions," apply;

(c) For a Subrecipient that is a private nonprofit organization, the provisions of OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations" apply;

(d) For a Subrecipient that is a for-profit organization, the provisions of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

d. Bond Interest and Other Financing Costs. To the extent permitted in writing by FTA, bond interest and other similar financing costs are allowable. The Subrecipient understands and agrees that FTA's participation in Project interest costs will be limited to an amount that does not exceed the most favorable financing terms reasonably available for the Project at the time of borrowing.

e. Excluded Costs. The Subrecipient understands and agrees as follows:

(1) In determining the amount of Federal assistance NJT will provide, NJT will exclude the following:

(a) Any Project cost incurred by the Subrecipient before the Effective Date of the Grant Agreement or Amendment thereto, unless otherwise permitted by Federal law or regulation, or unless an authorized NJT official states in writing to the contrary;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for goods or services received in connection with a third party contract or other arrangement required to be, but has not been, concurred in or approved in writing by NJT;

(d) Any ordinary governmental or nonproject operating cost, consistent with the prohibitions of 49 U.S.C. § 5323(h)(1); and

(e) Any cost ineligible for NJT participation as required by Federal law, regulation, or guidelines for Federal participation.

(2) The Subrecipient agrees that reimbursement by NJT of any cost does not constitute a final decision of the Federal Government or NJT about whether that cost is eligible for reimbursement and does not constitute a waiver of any violation by the Subrecipient of the terms of the Grant Agreement. The Subrecipient acknowledges that the Federal Government and NJT will not make a final determination about the eligibility of any cost until an audit of the Project has been completed. If the Federal Government or NJT determines that the Subrecipient is not entitled to receive any portion of the Federal funds requested or provided, the Federal Government will notify the Subrecipient stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's obligation to return any funds due to the Federal Government or NJT as a result of later refunds, corrections, or other transactions; nor will Project close-out alter the Federal Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, the Federal Government or NJT may recover any Federal assistance funds to be made available for the Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Subrecipient. Exceptions pertaining to disallowed costs are contained in FTA directives or in other written Federal guidance.

f. Federal Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Subrecipient's Obligation to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal Government, whether for Federal claims for funds recovered from third parties or elsewhere, for excess payments, or for disallowed costs, the Subrecipient agrees to remit to NJT promptly the amounts owed, including any interest due.

(2) Amount of Interest Due. The Subrecipient agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Federal claim or is treated as a debt owed to the Federal Government. Thus, Subrecipient agrees to pay interest calculated as follows:

(a) Federal Claims against the Subrecipient. The Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720, exempts State governments and units of general local government from the obligation to pay interest on claims pursued by the Federal Government under that Act, 31 U.S.C. §§ 3701 and 3717. Interest on claims against other parties will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(i).

(b) Excess Payments. The Subrecipient agrees that a debt for any excess payment does not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720; thus the interest exemption for State governments and units of general local government provided by that Act will not apply to interest on the debt for excess payments. Accordingly, a Subrecipient that is a unit of general local government agrees that interest on any debt for excess payments does not qualify for the interest exemption for local governments at 31 U.S.C. §§ 3701 and 3717. Thus, irrespective of whether the Subrecipient is a unit of general local government, a public organization, a private nonprofit organization, an individual, or any other party, the Subrecipient agrees to pay common law prejudgment interest and related charges for excess payments made by the Federal Government, as permitted by joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901(i).

(c) Disallowed Costs. The Subrecipient agrees that a debt for any disallowed cost does not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720; thus the interest exemption for State governments and units of general local government provided by that Act will not apply to interest on the debt for disallowed costs. Accordingly, a Subrecipient that is a unit of general local government agrees that interest on any debt for disallowed costs does not qualify for the interest exemption for State and local governments at 31 U.S.C. §§ 3701 and 3717. Thus, irrespective of whether the Subrecipient is a unit of general local government, a public organization, a private nonprofit organization, an individual, or any other party, the Subrecipient agrees to pay common law prejudgment interest and related charges for excess payments made by the Federal Government, as permitted by joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901(i).

g. De-obligation of Funds. The Subrecipient agrees that the Federal Government or NJT may de-obligate unexpended Federal funds before Project closeout.

10. Project Completion, Section Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) days following Project completion or termination by the Federal Government, the Subrecipient agrees to submit a final Financial Status Report on Standard Form 269A, a certification of Project expenses, and third party audit reports, as applicable.

b. Audit of Recipients. The Subrecipient acknowledges and agrees as follows:

(1) Audit Requirements. The Subrecipient agrees to have performed the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq*., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and the OMB A-133 Compliance Supplement provisions for the Department of Transportation, March, 2002, and any further revision or supplement thereto. The Subrecipient also agrees to obtain any other audits required by the Federal Government or NJT. Project closeout will not alter the Subrecipient's audit responsibilities. The Subrecipient agrees that audits will be conducted in accordance with U.S. General Accounting Office, "Government Auditing Standards."

(2) Audit Costs. Audit costs for Project administration and management are allowable to the extent authorized by OMB Circular A-87, Revised, OMB Circular A-21, Revised, OMB Circular A-122, Revised, or 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

c. Funds Due the Federal Government. The Subrecipient agrees to remit to the Federal Government any excess payments made to the Subrecipient, any costs disallowed by the Federal Government, and any amounts recovered by the Subrecipient from third parties or from other sources, as well as any interest required by Subsection 9.f(2) of Addendum A.

d. Project Closeout. Project closeout occurs when NJT notifies the Subrecipient that NJT has closed out the Project, and either forwards the final Federal assistance payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by NJT does not invalidate any continuing obligations imposed by the Grant Agreement or by the Federal Government's final notification or acknowledgment.

Section 11. Right of the Federal Government to Terminate.

Upon written notice, the Subrecipient agrees that the Federal Government or NJT may suspend or terminate all or part of the Federal financial assistance provided herein if the Subrecipient has violated the terms of the Grant Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government or NJT to terminate the Grant Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by the Subrecipient before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government or NJT determines that the Subrecipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant

Agreement, the Federal Government reserves the right to require the Subrecipient to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement.

Section 12. Civil Rights.

The Subrecipient agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Transit Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier under the Project, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination -- Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq*., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

(1) General Requirements. The Subrecipient agrees as follows:

(a) The Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient also agrees to comply with any implementing requirements NJT may issue.

(b) If the Subrecipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with Section 11 of Addendum A, or other measures that may affect the Recipient's eligibility to obtain future Federal financial assistance for transportation Projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. With respect to activities deemed by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Subrecipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all applicable EEO requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and any Federal statutes, executive orders, regulations, and Federal policies affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprise. The Subrecipient agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(1) The Subrecipient agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Subrecipient agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Subrecipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Subrecipient's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Addendum A. Upon notification to the Subrecipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq*.

e. Nondiscrimination on the Basis of Sex. The Subrecipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Subrecipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq*., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

g. Access Requirements for Persons with Disabilities. The Subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Subrecipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Subrecipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

(11) Any implementing requirements FTA may issue.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Subrecipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq*., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq*., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

i. Access to Services for Persons with Limited English Proficiency. The Subrecipient agrees to comply with Executive Order No. 13166,"Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq*., January 22, 2001.

J. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

k. Other Nondiscrimination Statutes. The Subrecipient agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

Section 13. Planning and Private Enterprise.

a. FTA Requirements. The Recipient agrees to implement each Project financed with Federal assistance awarded for the Grant Agreement or Cooperative Agreement in a manner consistent with the plans developed in compliance with applicable planning and private enterprise provisions of 49 U.S.C. §§ 5303 through 5306, and 5323(l), and with joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," at 23 C.F.R. Part 450 and 49 C.F.R. Part 613, and with FHWA/FTA regulations, "Metropolitan and Statewide Planning," 23 C.F.R. Part 1410, and 49 C.F.R. Part 621, when promulgated; and to the extent applicable, with FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning described in Subsection 13.a of Addendum A above, to the extent feasible, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 14. Preference for United States Products and Services.

To the extent applicable, the Subrecipient agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Subrecipient agrees to comply with 49 U.S.C. § 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue.

b. Cargo Preference--Use of United States-Flag Vessels. The Subrecipient agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference--U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Subrecipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 15. Procurement.

To the extent applicable, the Subrecipient agrees to comply with the following third party procurement requirements:

a. Federal Standards. The Subrecipient agrees to comply with FTA Circular 4220.1E, "Third Party Contracting Requirements," as amended or revised by FTA, and applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practices Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

b. Project Approval/Third Party Contract Approval. Unless stated otherwise in writing, the Subrecipient agrees that NJT's approval of the Project does not constitute pre-approval of any non-competitive third party contract awards associated therewith.

c. NJT Technical Review. The Subrecipient agrees to permit NJT to review and approve the Subrecipient's technical specifications and requirements, to the extent NJT believes necessary to ensure proper Project administration.

d. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the Subrecipient agrees to comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

e. Bus Seat Specifications. A State or local government Subrecipient may use specifications conforming to the requirements of 49 U.S.C. § 5323(e) to acquire bus seats.

f. Clean Air and Clean Water. The Subrecipient agrees to include in third party contracts and subgrants and subagreements exceeding $100,000 adequate provisions to ensure that Project participants report the use of facilities placed or likely to be placed on U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," refrain from using violating facilities, report violations to FTA and the Regional. U.S.EPA Office, and comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*.; and

(2) Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other applicable provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq*.

g. Preference for Recycled Products. To the extent applicable, the Subrecipient agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

h. Geographic Restrictions. The Subrecipient agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute, such as those set forth in Subsection 15.i of Addendum A below, or as permitted by NJT.

i. Architectural, Engineering, Design, or Related Services. When procuring architectural, engineering, or related services, the Subrecipient agrees to comply with the provisions of 49 U.S.C. § 5325(b), either by negotiating for those services in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 *et seq.*, or by using an equivalent qualifications-based requirement of the State. Provided that a sufficient number of qualified firms are eligible to compete for the third party contract, the contractor's geographic location may be a selection criterion. In addition, when awarding contracts for architectural, engineering, or related services, the Recipient agrees to accept undisputed audits conducted by other governmental agencies, in accordance with 23 U.S.C. § 112(b)(2) (C) through (F). To the extent the Recipient qualifies for an exception in accordance with 49 U.S.C. § 5325(b), however, this Subsection 15.i of Addendum A does not apply.

j. Force Account. The Subrecipient agrees that NJT may determine the extent to which Federal assistance may be used to participate in force account costs.

k. Award to Other than the Lowest Bidder. In accordance with 49 U.S.C. § 5325(c), a Subrecipient may award a third party contract to a party other than the lowest bidder, when such an award furthers objectives consistent with the purposes of 49 U.S.C. Chapter 53 and any implementing regulations, directives, circulars, manuals, or other guidance FTA may issue.

l. Rolling Stock. In acquiring rolling stock, the Subrecipient agrees as follows:

(1) Method of Acquisition. The Subrecipient may award a third party contract for rolling stock based on initial capital costs, performance, standardization, life cycle costs, and other factors, or based on a competitive procurement process, in accordance with 49 U.S.C. § 5326(c).

(2) Multi-year Options. In accordance with 49 U.S.C. § 5326(b)(1), a Subrecipient procuring rolling stock financed with Federal assistance appropriated for 49 U.S.C. Chapter 53 may enter into a multi-year contract with an option, not to exceed 5 years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Subrecipient agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.

(4) Bus Testing. To the extent applicable, the Subrecipient agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any revision thereto.

m. Bonding. To the extent applicable, the Subrecipient agrees to comply with the following bonding requirements:

(1) Construction Activities. The Subrecipient agrees to provide bid guarantee, contract performance, and payment bonds to the extent deemed adequate by NJT and applicable Federal regulations, and comply with any other bonding requirements NJT may issue.

(2) Other Activities. The Subrecipient agrees to comply with any other bonding requirements or restrictions NJT may impose.

n. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Subrecipient agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

o. Access to Third Party Contract Records. The Subrecipient agrees to require its third party contractors and third party subcontractors at as many tiers of the Project as required to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that have not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Subrecipient further agrees to require its third party contractors and third party subcontractors at as many tiers of the Project as required to provide sufficient access to third party

procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by NJT.

p. National Intelligent Transportation Systems Architecture and Standards. The Subrecipient agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq*., January 8, 2001, and other Federal requirements that may be issued.

q. Federal Supply Schedules. In making federally assisted acquisitions, State, local, or nonprofit Subrecipients may not use Federal Supply Schedules except to the extent permitted by U.S. GSA, U.S. DOT, or FTA regulations or directives.

r. Neutrality in Labor Relations. To the extent permitted by law, the Subrecipient agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note which, among other things, prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services.

s. Electronic and Information Technology. When using Federal financial assistance to procure reports or other information that will be delivered to the Subrecipient and provided by the Subrecipient to FTA or NJT, among others, the Subrecipient agrees to include within the specifications a requirement that such reports or information will be prepared using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

Section 16. Leases.

a. Capital Leases. To the extent applicable, the Subrecipient agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Subrecipient agrees to obtain NJT concurrence before entering into a leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 17. Patent Rights.

a. General. If any invention, improvement, or discovery of the Subrecipient or any of its third party contractors or subrecipients at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Subrecipient agrees to notify NJT immediately and provide a detailed report.

b. Federal Rights. The Subrecipient agrees that its rights and responsibilities, and those of each third party contractor and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Subrecipient agrees to transmit to NJT those rights due the Federal Government in any invention, improvement, or discovery resulting from that third party contract or subcontract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing the Presidential Memorandum [Statement] on Government Patent Policy to the Heads of Executive Departments and Agencies, dated February 18, 1983, 19 Weekly Comp. Pres. Doc. 252-253, Feb. 28, 1983), irrespective of the status of the Subrecipient, subrecipient, or third party contractor at any tier of the Project (*i.e.*, a large business, small business, State government or State instrumentality, local government, nonprofit organization, institution of higher education, individual, *etc*.)

Section 18. Rights in Data and Copyrights.

a. Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration.

b. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement:

(1) Except for its own internal use, the Subrecipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Subrecipient authorize others to do so, without the written consent of the NJT and/or the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(2) The restriction on publication of Subsection 18.b(1) of Addendum A, however, does not apply to an Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Subrecipient agrees to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "subject data" described in Subsections 18.c(1) and 18.c(2) of Addendum A. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement, or under a third party contract or subagreement financed by the Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Subrecipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies (Planning) Projects. FTA's purpose in providing financial assistance for a special studies (planning), research, development, or demonstration Project, is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Subrecipient of FTA financial assistance to support a research, development, demonstration, or a special studies (planning) Project agrees that, in addition to the rights in data and copyrights of Subsection 18.c of Addendum A, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection 18.a of Addendum A and shall be delivered as the NJT may direct. This Subsection 18.d of Addendum A, however, does not apply to adaptations of automatic data processing equipment or programs for the Subrecipient's use whose costs are financed with Federal funds for capital Projects.

e. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, the Subrecipient agrees to indemnify, save, and hold harmless NJT and the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subrecipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

f. Restrictions on Access to Patent Rights. Nothing in this Section 18 pertaining to rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

g. Data Developed Without Federal Funding or Support. In connection with the Project, the Subrecipient may find it necessary to provide data developed without any Federal funding or support to the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of Addendum A do not apply to data developed without

Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Subrecipient understands and agrees that the Federal Government will not be able to protect any data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

h. Statutory Requirements to Release Data. The Subrecipient understands and agrees that the Federal Government may be required to make available data and information submitted to the Federal Government for dissemination under the Freedom of Information Act, or other Federal statute(s) in accordance with implementation instructions contained in U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36, revised March, 2000, to the extent applicable, and any subsequent applicable Federal requirements that may be promulgated.

Section 19. Use of Real Property, Equipment, and Supplies.

The Subrecipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance until, and to the extent, that the Federal Government relinquishes its Federal interest in that property. Unless otherwise approved by FTA, the Subrecipient agrees to comply with the following requirements with respect to real property, equipment, and supplies financed by the Grant Agreement:

a. Use of Property. The Subrecipient agrees to use Project real property, equipment, and supplies for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period used to support transit activities) for the duration of the useful life of that property, as required by FTA. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Subrecipient further agrees to notify FTA immediately when any Project property is withdrawn from Project use or when Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or the Project Description for the Grant Agreement for the Project.

b. General Federal Requirements. A Subrecipient that is a State, a local government, or an Indian tribal government agrees to comply with property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and other applicable guidelines or regulations the Federal Government may issue. A Subrecipient that is an institution of higher education, or a private nonprofit organization, agrees to comply with 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and other applicable guidelines or regulations the Federal Government may issue. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, and to 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government. A Subrecipient that is a for-profit organization agrees to comply with property management standards satisfactory to FTA. In addition, the Subrecipient consents to FTA's established reimbursement requirements for premature dispositions of certain Project equipment (*i.e.*, when Project equipment is withdrawn from appropriate use before the expiration of the equipment's useful life established by FTA), as explained in Subsection 19.g of Addendum A.

c. Maintenance. The Subrecipient agrees to maintain Project real property and equipment in good operating order, in compliance with any guidelines, directives, or regulations NJT may issue.

d. Records. The Subrecipient agrees to keep satisfactory records regarding the use of Project real property, equipment, and supplies, and submit to the NJT upon request such information as may be required to assure compliance with Section 19 of Addendum A.

e. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project real property or equipment. Thus, absent written authorization by NJT permitting otherwise:

(1) Written Transactions. The Subrecipient agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, grant anticipation note, alienation, or any other obligation that in any way would affect the Federal interest in any Project real property or equipment.

(2) Oral Transactions. The Subrecipient agrees to refrain from obligating itself in any manner to any third party with respect to Project real property or equipment.

(3) Other Actions. The Subrecipient agrees to refrain from taking any action that would either adversely affect the Federal interest or impair the Subrecipient's continuing control of the use of Project real property or equipment.

f. Transfer of Project Property. The Subrecipient understands and agrees as follows:

(1) Recipient Request. The Subrecipient may transfer assets financed with Federal assistance authorized for 49 U.S.C. Chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(g)(1) and (2).

(2) Federal Government Direction. The Subrecipient agrees that the Federal Government may direct the disposition of, and even require the Subrecipient to transfer title to, any real property, equipment, or supplies financed with Federal assistance made available for the Grant Agreement or Cooperative Agreement.

(3) Leasing Project Property to Another Party. If the Subrecipient leases any Project asset to another party, the Subrecipient agrees to retain ownership of the leased asset, and assure that the lessee will use the Project asset appropriately, either through a "Lease and Supervisory Agreement" between the Subrecipient and lessee, or another similar document, unless NJT determines otherwise in writing. Upon request by NJT, the Subrecipient agrees to provide a copy of any relevant documents.

g. Disposition of Project Property. With prior NJT approval, the Subrecipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital transit projects to the extent permitted by 49 U.S.C. § 5334(g)(4). Nevertheless, the Subrecipient agrees that NJT may establish the useful life of Project property, and that the Subrecipient will use Project property continuously and appropriately throughout that useful life.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project Property has expired, the Subrecipient agrees to comply with NJT's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For property withdrawn from appropriate use before its useful life has expired, the Subrecipient agrees as follows:

(a) Notification Requirement. The Subrecipient agrees to notify NJT immediately when any Project real property, equipment, or supplies are prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Subrecipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from mass transportation use. The amount of the Federal interest in the property shall be determined on the basis of the ratio of the Federal assistance awarded by NJT for the property to the actual cost of the Property. The Subrecipient agrees that the fair market value of property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. Unless otherwise determined in writing by NJT, the Subrecipient agrees that fair market value shall be calculated by straight-line depreciation of the equipment or supplies, based on the useful life of the equipment or supplies established or approved by NJT. In addition, the fair market value of equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of that property from use. In the case of equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a NJT may use its own disposition procedures, provided that those procedures comply with the State's laws.

2. Real Property. The Subrecipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by NJT, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Subrecipient agrees that NJT may require the use of another method of determining the fair market value of property. In unusual circumstances, the Subrecipient may request that

another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, NJT may consider any action taken, omission made, or unfortunate occurrence suffered by the Subrecipient with respect to the preservation or conservation of Project property withdrawn from appropriate use.

(c) Obligations to the NJT. Unless otherwise approved in writing by NJT, the Subrecipient agrees to remit to NJT the Federal interest in the fair market value of Project real property, equipment, or supplies prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Subrecipient may fulfill its responsibilities with respect to the Federal interest remaining in the damaged equipment or supplies by either:

1. Investing an amount equal to the remaining Federal interest in like-kind equipment or supplies that are eligible for assistance within the scope of the Project that provided financial assistance for the damaged equipment or supplies; or

2. Returning to NJT an amount equal to the remaining Federal interest in the damaged property.

h. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to NJT an amount equal to the remaining Federal interest in the damaged or destroyed property.

i. Transportation - Hazardous Materials. The requirements of U.S. Research and Special Programs Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, apply to the transportation of hazardous materials.

j. Misused or Damaged Project Property. If any damage to Project real property, equipment, or supplies results from abuse or misuse of that property occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore that real property or equipment to its original condition or refund the value of the Federal interest in the damaged property, as NJT may require.

k. Obligations After Project Closeout. A Subrecipient that is a State, local government, or Indian tribal government agrees that Project closeout will not alter its property management obligations of Section 19 of Addendum A and applicable Federal regulations and other NJT requirements or directives.

Section 20. Insurance.

In addition to any other insurance requirements that may apply in connection with the Project, the Subrecipient agrees as follows:

a. Minimum Requirements. At a minimum, the Subrecipient agrees to comply with the insurance requirements normally imposed by the laws, regulations, and ordinances of its State and local governments.

b. Flood Hazards. To the extent applicable, the Subrecipient agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of $10,000 or more.

Section 21. Relocation.

When relocation of individuals or businesses is required, the Subrecipient agrees to comply with the following requirements:

a. Relocation Protections. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a

result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in their purchase.

b. Nondiscrimination in Housing. The Subrecipient agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 *et seq*. and Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note, when carrying out its responsibilities to provide housing used to meet Federal relocation requirements.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residence structures on behalf of individuals affected by land acquisition in connection with the Project, the Subrecipient agrees to refrain from using lead-based paint in accordance with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b).

Section 22. Real Property.

For Projects involving real property, the Subrecipient agrees as follows:

a. Land Acquisition. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq*.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in their purchase.

b. Covenant Assuring Nondiscrimination. The Subrecipient agrees to include a covenant in the title of the real property to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by NJT, the Subrecipient agrees to record the Federal interest in the title of real property.

d. NJT Approval of Changes in Real Property Ownership. The Subrecipient agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from NJT.

Section 23. Construction.

For activities involving construction, the Subrecipient agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. To the extent required by NJT, the Subrecipient agrees to comply with NJT requests pertaining to the drafting, review, and approval of construction plans and specifications.

b. Supervision of Construction. The Subrecipient agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

c. Construction Reports. The Subrecipient agrees to provide progress reports and such other information as may be required by NJT or the State.

d. Project Management for Major Capital Projects. To the extent applicable, the Subrecipient agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any revision thereto.

e. Seismic Safety. The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S. C. §§ 7701 *et seq*., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety,"49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

Section 24. Employee Protections.

a. Construction Activities. The Subrecipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the following employee protection requirements for construction employees:

(1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 276a - 276a(7), FTA's enabling legislation requiring compliance with the Davis-Bacon Act, at 49 U.S.C. § 5333(a), and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, particularly with the requirements of section 102 of that Act, 40 U.S.C. §§ 327 - 332; and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and with section 107 of that Act, 40 U.S.C. § 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Subrecipient agrees to comply and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with employee protection requirements for nonconstruction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Subrecipient agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*., applies to employees performing Project work involving commerce.

d. Transit Employee Protective Arrangements. If the Grant Agreement indicates that transit employee protective arrangements required by U.S. DOL apply to transit operations performed in connection with the Project, the Subrecipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Transit Employee Protective Arrangements. To the extent that the Project involves transit operations, the Subrecipient agrees to implement the Project in compliance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that meet the requirements of 49 U.S.C. § 5333(b), and of the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which certification appears in the Grant Agreement or Cooperative Agreement, and the Subrecipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Grant Agreement. The requirements of this Subsection 24.d(1) of Addendum A do not apply to Projects for elderly persons or persons with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or to Projects for nonurbanized areas that are authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and 24.d(3), respectively, of Addendum A.

(2) Transit Employee Protective Arrangements for Projects for Elderly and Persons with Disabilities Authorized by 49 U.S.C. § 5310(a)(2). To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a public body subrecipient under the Project, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor as necessary to meet the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Subrecipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Transit Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 25. Environmental Requirements.

The Subrecipient recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq*.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq*.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq*. The Recipient also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Subrecipient agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the Subrecipient. The Subrecipient agrees that those laws and regulations do not constitute the Subrecipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. Environmental Protection. The Subrecipient agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq*., Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and, when promulgated, joint FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decisionmaking, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

b. Air Quality. The Subrecipient agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition :

(1) The Subrecipient agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Subrecipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Subrecipient further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the Subrecipient agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Subrecipient agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* In addition:

(1) The Subrecipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f *et seq*.

(2) The Subrecipient agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Subrecipient agrees to refrain from using in its Project any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its Project any land from a historic site of national, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.

e. Wild and Scenic Rivers. The Subrecipient agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 *et seq*. relating to protecting components of the national wild and scenic rivers system.

f. Coastal Zone Management. The Subrecipient agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq*.

g. Wetlands. The Subrecipient agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

h. Floodplains. The Subrecipient agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.

i. Endangered Species. The Subrecipient agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et seq*.

j. Historic Preservation. The Subrecipient agrees to facilitate compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; of Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and of the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a *et seq.* by taking the following actions:

(1) In accordance with U. S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Subrecipient agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify NJT of any affected properties.

(2) The Subrecipient agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

k. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

l. Mitigation of Adverse Environmental Effects. Should the Proposed project cause or result in adverse environmental effects, the Subrecipient agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 and, when promulgated, with new FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decisionmaking, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420, and 49 C.F.R. Part 623. The Subrecipient agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or a record of decision. The Subrecipient agrees that those mitigation measures are incorporated by reference and made part of the Grant Agreement. The Subrecipient agrees that deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement as soon as agreement with the Federal

Government is reached and understands that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 26. Energy Conservation.

The Subrecipient agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

Section 27. State Management and Monitoring Systems.

The Subrecipient agrees to comply with applicable requirements of joint FTA regulations, "Management and Monitoring Systems," 23 C.F.R. Parts 500 and 49 C.F.R. Part 614, to the extent applicable.

Section 28. Charter Service Operations.

The Subrecipient agrees that neither it nor any transit operator performing work in connection with the Project will engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d), FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto, that may be issued. Any charter service agreement required by these regulations is incorporated by reference and made part of the Grant Agreement.

Section 29. School Transportation Operations.

The Subrecipient agrees that neither it nor any transit operator performing work in connection with the Project will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any school transportation agreement required by these regulations is incorporated by reference and made part of the Grant Agreement.

Section 30. Metric System.

As required by U.S. DOT or FTA, the Subrecipient agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and any U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the Subrecipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

Section 31. Substance Abuse.

The Subrecipient agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq*.
b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.
c. Procedures for Transportation Workplace Drug and Alcohol Testing Programs. 49.CFR Part 40.

Section 32. Seat Belt Use.

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U. S. C. § 402 note, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in third party contracts and subcontracts, and subagreements under the Project.

Section 33. Protection of Sensitive Security Information.
To the extent applicable, the Subrecipient agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. § 40119(b), with U.S. Transportation Security Administration regulations,

"Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

Section 34. Special Requirements for Urbanized Area Formula Projects.

The following requirements apply to all Projects financed with Federal assistance authorized for 49 U.S.C. § 5307:

a. Fares and Services. Before increasing fares or instituting a major reduction of service, the Subrecipient agrees to use its established administrative process to solicit and consider public comment.

b. Audit Requirements. The Subrecipient agrees that the Federal Government may conduct, or may require the Subrecipient to engage an independent entity to conduct, annual or more frequent reviews and audits as required by 49 U.S.C. § 5307(i) and any applicable regulations or guidelines that the Federal Government may issue. The Subrecipient agrees that such audits will be conducted in accordance with the U.S. General Accounting Office, "Government Auditing Standards."

c. Half-Fare Requirements. The Subrecipient agrees that the fares or rates it charges the elderly and persons with disabilities during nonpeak hours for transportation using or involving Project facilities and equipment will not exceed one-half of the rates that generally apply to other persons at peak hours, irrespective of whether the operation of such facilities and equipment is by the Subrecipient or another entity through lease or otherwise. In addition, the Subrecipient agrees to give the rate required herein to any person presenting a Medicare card duly issued to that individual pursuant to Title II or Title XVIII of the Social Security Act, 42 U.S.C. §§ 401 *et seq.*, and 42 U.S.C. §§ 1395 *et. seq*.

d. Procurement of an Associated Capital Maintenance Product. In accordance with the terms of 49 U.S.C. § 5326(d), the Subrecipient may, without prior Federal approval, procure an eligible associated capital maintenance product by contract directly with the original supplier or manufacturer of the item to be replaced, provided that the Subrecipient: (1) first certifies in writing that such manufacturer or supplier is the only source of that item and the price of that item is no higher than the price paid for that item by like customers, and (2) complies with applicable Buy America statutory and regulatory requirements.

e. Transit Security. Each fiscal year, the Subrecipient agrees to spend at least one (1) percent of its funds authorized by 49 U.S.C. § 5307 for transit security Projects, unless the Subrecipient has certified to NJT that such expenditures are not necessary.

f. Restrictions on the Use of Formula Assistance for Operations. A Subrecipient permitted to use Federal assistance authorized for 49 U.S.C. § 5307 to support operations agrees as follows:

(1) The Subrecipient will comply with the restrictions of 49 U.S.C. §§ 5307(b)(1) and 5307(f) in using urbanized area formula funds for operating assistance, unless permitted otherwise by NJT.

(2) Financial assistance authorized by 49 U.S.C. § 5307 may be applied to the Net Project Cost of the Subrecipient's operating expenses incurred during the Project time period set forth in the Approved Project Budget and, with NJT approval, may be extended to a later date to the extent permitted by law, provided that the applicable operating assistance limitation is not exceeded.

g. Reporting Requirements. For each fiscal year, the Subrecipient agrees to conform, and assures that any transit operator to which the Subrecipient provides funds authorized by 49 U.S.C. § 5307 will conform, to the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database and FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630.

h. Criminal Sanctions. The Federal criminal sanctions of 49 U.S.C. § 1001 apply to any submission or certification provided in connection with the Urbanized Area Formula Program authorized by 49 U.S.C. § 5307.

Section 35. Special Requirements for Elderly and Persons with Disabilities Formula Projects.

The Subrecipient agrees to comply with following requirements in administering Projects financed with Federal assistance authorized for 49 U.S.C. § 5310:

a. Eligible Subrecipients. If Federal assistance authorized for 49 U.S.C. § 5310 and awarded for the Grant Agreement has been designated for Projects to be undertaken by entities eligible for assistance in accordance with 49 U.S.C. § 5310(a)(2), the Recipient will provide assistance only to subrecipients that qualify as: (1) a private nonprofit corporation or association meeting the special needs of the elderly and persons with disabilities for whom transit services are unavailable, insufficient, or inappropriate; (2) a public body approved by the State to coordinate services for the elderly and persons with disabilities; or (3) a public body that certifies to the Governor that there are no nonprofit corporations or associations readily available in its area able to provide service to meet the special needs of the elderly and persons with disabilities.

b. State Procedures. The Subrecipient agrees to administer each Project financed with Federal assistance authorized for 49 U.S.C. § 5310 in accordance with FTA Circular 9070.1E, "Elderly and Persons with Disabilities Program Guidance and Application Instructions" or any revision thereto, other applicable FTA guidance, and applicable Federal statutes and regulations. To the extent, however, that any existing or subsequent Federal statute or regulation conflicts with the provisions of FTA Circular 9070.1E or any revision thereto, the Federal statute or regulation will apply.

c. Eligible Project Activities. Federal assistance awarded for the Project may be used for eligible capital Projects specified under 49 U.S.C. § 5310 and may include meal delivery service to the extent permitted by 49 U.S.C. § 5310(h).

d. Transfer of Assets. In addition to the statutory authority of 49 U.S.C. § 5334(g) permitting the transfer of Project assets, the Subrecipient may also transfer facilities and equipment acquired with Federal assistance authorized for 49 U.S.C. § 5311 to any entity eligible to receive assistance under 49 U.S.C. chapter 53, provided that the subrecipient currently in possession of these facilities or equipment consents to the transfer and the facilities or equipment will continue to be used in accordance with the requirements of 49 U.S.C. § 5311.

Section 36. Special Requirements for Nonurbanized Area Formula Projects.

The Subrecipient agrees to comply with following requirements in administering Projects financed with Federal assistance authorized for 49 U.S.C. § 5311:

a. State Procedures. The Subrecipient agrees to administer each Project financed with Federal assistance authorized for 49 U.S.C. § 5311 in accordance with FTA Circular 9040.1E, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions" or any revision thereto, or other applicable FTA guidance, and applicable Federal statutes and regulations. To the extent, however, that any existing or subsequent Federal statute or regulation conflicts with the provisions of FTA Circular 9040.1E or any revision thereto, the Federal statute or regulation will apply.

b. Eligible Project Activities. Federal assistance provided for the Grant Agreement and subagreements may be used for transit Projects in areas other than urbanized areas. These Projects must be eligible for Federal assistance authorized for 49 U.S.C. § 5311, and may include purchase of service agreements with private providers of transit service and meal delivery service, to the extent permitted by 49 U.S.C. § 5311.

c. Transfer of Assets. In addition to the statutory authority of 49 U.S.C. § 5334(g) permitting the transfer of Project assets, the Subrecipient may also transfer facilities and equipment acquired with Federal assistance authorized for 49 U.S.C. § 5311 to any entity eligible to receive assistance under 49 U.S.C. chapter 53, provided that the subrecipient currently in possession of these facilities or equipment consents to the transfer and the facilities or equipment will continue to be used in accordance with the requirements of 49 U.S.C. § 5311.

d. Restrictions on the Use of Formula Assistance for Operations. Formula assistance authorized for 49 U.S.C. § 5311 and provided for operating assistance may be applied to the Net Project Cost of the subrecipient's operating expenses incurred during the Project time period specified for the Project, and, with NJT approval, may be extended to a later date to the extent permitted by law.

e. Intercity Transportation. The Recipient agrees to spend at least fifteen (15) percent of its funds authorized for 49 U.S.C. § 5311 each fiscal year for intercity transportation Projects, unless the State's chief executive officer

or his or her duly authorized designee has certified to NJT that the State's intercity bus service needs are being adequately met.

Section 37. Special Requirements for Clean Fuels Formula Projects.

The Subrecipient agrees to comply with following requirements in administering Projects financed with Federal assistance authorized for 49 U.S.C. § 5308:

a. General Requirements. The Subrecipient agrees to comply with FTA regulations, "Clean Fuels Formula Grant Program," 49 C.F.R. Part 624, and other implementing Federal requirements or guidance that may be issued.

b. Requirements to Use Clean Fuels. The Subrecipient agrees to use only clean fuels in any vehicle acquired with Federal transit assistance funds authorized by 49 U.S.C. § 5308.

c. Limitations on the Use of Funds. The Subrecipient agrees to use funds authorized by 49 U.S.C. § 5308 only for Projects approved by NJT, and obtain NJT concurrence before using those funds for other purposes.

Section 38. Special Requirements for Research, Development, Demonstration, and Special Studies (Planning) Projects.

The Subrecipient agrees to comply with following requirements:

a. Project Report. The Recipient agrees to:

(1) Prepare and make available a comprehensive report on the results of the Project, the conclusions reached, and the methods used.

(2) Include in each report appropriate notice that the report is being disseminated under the sponsorship of the U.S. Department of Transportation, Federal Transit Administration to foster information exchange, and that: (a) the U.S. Government assumes no liability for the contents or use of the report, (b) the U.S. Government is not endorsing manufacturers or products cited in the report, and (c) any trade name appearing within the report has been included only because it is essential to the content of the report.

b. Project Identification. The Subrecipient agrees that each tangible product developed in the course of or resulting from Project activities shall be include an appropriate sign, designation, or notification stating that the Project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration. Unless waived by FTA, this requirement applies to all equipment, hardware, construction, reports, data, or any similar items produced under the Grant Agreement or Cooperative Agreement.

c. Protection of Human Subjects. The Subrecipient agrees to comply with the requirements of the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. §§ 289 *et seq*. and U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. Part 11 pertaining to protections for human subjects participating in or involved in research, development, and related activities in connection with the Project.

d. Protection of Animals. The Subrecipient agrees to comply with the requirements of the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. §§ 2131 *et seq*. and U.S. Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4 pertaining to the care, handling, and treatment of warm blooded animals involved in research, development, and related activities involved in the Project.

e. Export Control. The Subrecipient understands and agrees that any technical information developed under this Agreement may be subject to export control regulations promulgated by the Bureau of Export Administration of the U.S. Department of Commerce and by other agencies of the Federal Government, including the U.S. Department of State, U.S. Department of the Treasury, or U.S. Department of Defense. Accordingly, for any technical information regulated by U.S. export control regulations, the Subrecipient agrees that it will not export that technical information, or the direct product thereof, directly or indirectly, to any countries or foreign persons without first obtaining the necessary license(s) and/or other complying with any such export control regulations.

Section 39. Special Requirements for Job Access and Reverse Commute Grant Projects.

The Subrecipient agrees to comply with following requirements in administering Projects financed with Federal assistance authorized for section 3037 of TEA-21, 49 U.S.C. § 5309 note:

a. General Requirements. The Subrecipient agrees to comply with all applicable Federal requirements or guidance that may be issued to implement the Job Access and Reverse Commute Grant Program, authorized by section 3037 of TEA 21, 49 U.S.C. § 5309 note.

b. Restrictions on the Use of Grant Funds. The Subrecipient agrees that it will not use any grant funds awarded for Section 3037 Projects to support the costs of planning or coordination activities, as restricted by section 3037(e) of TEA-21, 49 U.S.C. § 5309 note.

Section 40. Special Requirements for Over-the-Road Bus Accessibility Projects.

The Subrecipient agrees to comply with following requirements in administering Projects financed with Federal assistance authorized for section 3038 of TEA-21, 49 U.S.C. § 5310 note:

a. General Requirements. The Subrecipient agrees to comply with any applicable Federal requirements or guidance that may be issued to implement the Over-the-Road Bus Accessibility Program authorized by section 3038 of TEA-21, 49 U.S.C. § 5310 note.

b. Special Requirements. The Subrecipient agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, Subpart H, "Over-the-Road Buses," and joint U.S. ATBCB/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

c. FTA Notice. The provisions of FTA Notice, "Over-the-Road Bus Accessibility Program Grants," 67 Fed. Reg. 16,799 – 16,810 (April 8, 2002) and any subsequent revision thereto, supersede conflicting provisions of Addendum A.

Section 41. Special Requirements for State Infrastructure Bank Projects.

The Subrecipient agrees as follows:

a. General Requirements. The Subrecipient agrees to administer the Project in accordance with the applicable requirements of: (1) section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, and any amendments thereto or subsequent legislation, (2) section 1511 of TEA-21, 23 U.S.C. § 181 note, and any amendments thereto or subsequent legislation, (3) any other applicable Federal guidance that may be issued, (4) the terms and conditions of U.S. Department of Labor Certification(s) of Transit Employee Protective Arrangements required by Federal law or regulations, (5) the Cooperative Agreement establishing the State Infrastructure (SIB) program within the State (entered into by the Federal Highway Administrator, Federal Transit Administrator, and authorized State official), and (6) the FTA Grant Agreement providing Federal assistance for the SIB Project; except, however, any provision of Addendum A conflicting with applicable Federal SIB Guidelines, the Cooperative Agreement establishing the SIB program within the State, or this Grant Agreement will not apply to the Grant Agreement or the Project to the extent the SIB program is involved.

b. Limitations on Accessing Federal Assistance . The Subrecipient understands that the total amount of Federal assistance awarded for a Grant Agreement may not be available for immediate draw down.

Section 42. Special Requirements for TIFIA Projects.

To the extent applicable, the Subrecipient agrees to administer each Project financed with Federal assistance authorized for the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) program, in accordance with the requirements of: (1) 23 U.S.C. §§ 181 *et seq*., including any amendments that may be enacted, (2) 49 U.S.C. §§ 5323(o), 5307, and 5309, and (3) the joint U.S. DOT/FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. Part 80 and 49 C.F.R. Part 640. Nevertheless, any provision of Addendum A that conflicts with 23 U.S.C. §§ 181 *et seq*, 49 U.S.C. §§ 5323(o), 5307, or 5309, or the joint U.S. DOT/FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. Part 80

and 49 C.F.R. Part 640 will not apply to the TIFIA Loan or Loan Guarantee for the Project thereunder. FTA reserves the right to declare the Subrecipient in violation of Addendum A if the Subrecipient has defaulted on a TIFIA Loan or Loan Guarantee and such default has not been cured within 90 days.

Section 43. Disputes, Breaches, Defaults, or Other Litigation.

The Subrecipient agrees that NJT and FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to NJT. The Subrecipient agrees to notify NJT of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Subrecipient seeks to name NJT or the Federal Government as a party to litigation for any reason, in any forum, the Subrecipient agrees to inform NJT before doing so.

b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Subrecipient may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to NJT.

c. Enforcement. The Subrecipient agrees to pursue all legal rights provided within any third party contract.

d. NJT Concurrence. NJT reserves the right to concur in any compromise or settlement of any claim involving the Project and the Subrecipient.

e. Alternative Dispute Resolution. NJT encourages the Subrecipient to use alternative dispute resolution procedures, as may be appropriate.

Section 44. Amendments to the Project.

The Subrecipient agrees that a change in Project conditions causing an inconsistency with the terms of the Grant Agreement will require an amendment to the Grant Agreement signed by the original signatories. The Subrecipient agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or the Grant Agreement.

Section 45. Severability.

If any provision of the Subgrant Agreement is held invalid, the remainder of the Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable law.

1. Transportation Legislation

a. Federal transit laws codified at 49 U.S.C. chapter 53 (Sections 5301 *et seq*.).

b. Title 23, United States Code (Highways).

c. Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 U.S.C. § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 U.S.C. § 101 note (TEA-21).

2. FTA Programs

a. Planning Program – 49 U.S.C. § 5303, and FTA Circular 8100.1B, "Program Guidance and Application Instructions for Metropolitan Planning Program Grants," 10-25-96.

b. Urbanized Area Formula Program -- 49 U.S.C. § 5307, and FTA Circular 9030.1C, "Urbanized Area Formula Program: Grant Application Instructions," 10-01-98.

c. Capital Investment Program -- 49 U.S.C. § 5309, and FTA Circular 9300.1A, "Capital Program: Grant Application Instructions," 10-01-98.

d. Elderly and Persons with Disabilities Program -- 49 U.S.C. § 5310, and FTA Circular 9070.1E, "Elderly and Persons with Disabilities Program Guidance and Application Instructions," 10-01-98.

e. Nonurbanized Area Formula Program - 49 U.S.C. § 5311, and FTA Circular 9040.1E, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions," 10-01-98.

f. National Research Program – 49 U.S.C §§ 5312 and 5314.

g. State Planning and Research Program – 49 U.S.C. § 5313(b).

h. Job Access and Reverse Commute Grant Program – Section 3037 of TEA 21, 49 U.S.C. § 5309 note.

i. Over the Road Bus Program – Section 3038 of TEA-21, 49 U.S.C. § 5310 note, U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, Subpart H, "Over-the-Road Buses," joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, and FTA Notice, "Over-the-Road Bus Accessibility Program Grants," 67 Fed. Reg. 16,799 - 16,810 (April 8, 2002).

j. State Infrastructure Bank Program - Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, and Section 1511 of TEA-21, 23 U.S.C. § 181 note.

k. Transportation Infrastructure Finance Program -- Transportation Infrastructure Finance and Innovation Act of 1998, 23 U.S.C. §§ 181 *et seq*., 49 U.S.C. §§ 5323(o), 5307, and 5309, and Joint U.S. DOT/FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. Parts 80 and 640.

l. Clean Fuels Program -- 49 U.S.C. § 5308, and FTA regulations, "Clean Fuels Formula Grant Program," 49 C.F.R. Part 624

3. Type of Award

a. Grant Agreement, 31 U.S.C. § 6304.

b. Cooperative Agreement, 31 U.S.C. § 6305.

c. Procurement Contract, 31 U.S.C. § 6303.

4. Eligibility for Award

a. Various provisions of FTA and FHWA enabling legislation.

b. U.S. Department of Transportation (U.S. DOT) regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29 implementing Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note.

5. Lobbying

a. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

b. Section 325 of the DOT Appropriations Act for Fiscal Year 2002, Pub. L. 107-87, Dec. 18, 2001, restricting lobbying of Congress and state legislatures.

6. Planning and Private Enterprise

a. Joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," at 23 C.F.R. Part 450 and 49 C.F.R. Part 613.

b. Joint FHWA/FTA regulations, "Management and Monitoring Systems," 23 C.F.R. Parts 500 and 626, and 49 C.F.R. Part 614.

c. FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611.

7. General Management Requirements

a. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 (*also applicable to Indian tribal governments*).

b. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19 (*also applicable to for-profit organizations unless FTA specifies otherwise)*).

c. FTA Circular 5010.1C, "Grant Management Guidelines," 10-01-98.

8. Cost Participation Restrictions

a. Federal/local share requirements – various provisions of FTA and FHWA enabling legislation.

b. "Net Project Cost" defined by 49 U.S.C. § 5302(a)(8).

c. Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principles for State and Local Governments."

d. OMB Circular A-21, Revised, "Cost Principles for Educational Institutions."

e. OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations."

f. Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations."

9. Cash Withdrawal Restrictions

a. U.S. Department of Treasury Circular 1075, Part 205, "Withdrawal of Cash from the Treasury for Advances Under Federal Grants and Other Programs," and Treasury Financial Manual, Vol. 1, Part 6, Chapter 2000, Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720.

b. U.S. Department of Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205 implementing Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b).

c. U.S. Department of Treasury-U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901 *et seq*., in particular, subsection 901.9(i).

10. Private Enterprise Protections

a. Federal Transportation Administration (FTA) regulations, "Charter Service," 49 C.F.R. Part 604, implementing 49 U.S.C. § 5323(d).

b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, implementing 49 U.S.C. § 5323(f).

c. Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

11. Labor Protections

a. 49 U.S.C. § 5333(b), and implementing U.S. Department of Labor (U.S. DOL) guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215.

b. Davis-Bacon Act, 40 U.S.C. §§ 276a - 276a(7) and the Contract Work Hour and Safety Standards Act, 40 U.S.C. §§ 327 through 332 and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to

Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Section 107 of the Contract Work Hour and Safety Standards Act, 40 U.S.C. § 333 and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

d. Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. Part 3.

e. Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201 *et seq*.

12. Civil Rights

a. 49 U.S.C. § 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age and prohibiting discrimination in employment or business opportunity.

b. Section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and implementing U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, implementing Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq*.

d. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, providing for equal employment opportunity.

e. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note.

f. Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 *et seq*. and Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

g. Title IX of the Education Amendments of 1972, as further amended, 20 U.S.C. §§ 1681 *et seq*. and implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25.

h. Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*

i. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

j. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq*.

k. Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*.

l. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37.

m. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27.

n. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

o. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

p. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35.

q. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36.

r. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.

s. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

t. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

u. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194, implementing section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d.

v. U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq*., January 22, 2001, implementing Executive Order No. 13166,"Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note.

w. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

13. Political Activity Restrictions

a. Hatch Act, 5 U.S.C. §§ 1501-1508, 7324-7326, modified by 23 U.S.C. § 142(g); and implementing U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151.

14. Relocation and Real Property Acquisition Protections

a. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq*. and implementing U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

15. Environmental Protections

a. FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b).

b. Department of Transportation Act on the use of Public Lands, 49 U.S.C. § 303.

c. National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.;* and implementing Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note.

d. Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*

e. Joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

f. Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. and scattered sections of 29 U.S.C.

g. U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40

C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93.

h. U.S. EPA regulations, "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85;

i. U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures" 40 C.F.R. Part 86.

j. U.S. EPA regulations, "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

k. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq*.

l. Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300h *et seq*.

m. Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

n. Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq*.

o. Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq*.

p. Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq*.

q. Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 *et seq*.

r. Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

s. Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.

t. Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et seq*.

u. Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f and implementing Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note.

v. Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a *et seq.*

w. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800.

16. Energy Conservation

a. Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

17. Safety and Security

a. Facilities and Operations Safety.

(1) FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. Part 659, implementing 49 U.S.C. § 5330.
(2) U.S. DOT regulations, "Seismic Safety,"49 C.F.R. Part 41, (specifically, 49 C.F.R. § 41.117) implementing the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S. C. §§ 7701 *et seq*., and Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or
Regulated New Building Construction," 42 U.S.C. § 7704 note.
(3) Research and Special Programs Administration, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173.
(4) Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a).
(5) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b).
(6) Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. §

402 note.

b. Drug and Alcohol
(1) U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. § 702.
(2) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
(3) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq*.
(4) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*
(5) Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3.

c. Research Safety Protections
(1) National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. §§ 289 *et seq*., and implementing U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. Part 11.
(2) Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. §§ 2131 *et seq*., and implementing U.S. Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4.

d. Security
(1) Section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. 40119(b), and implementing U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

18. Procurement

a. FTA Circular 4220.1E, "Third Party Contracting Requirements," June 19, 2003

b. FTA "Best Practices Procurement Manual."

c. 49 U.S.C. § 5323(h)(2) prohibits exclusionary or discriminatory specifications.

d. 49 U.S.C. § 5325(b), special procurement procedures for architectural and engineering services.

e. 49 U.S.C. § 5326(c), acquisition of rolling stock.

f. 49 U.S.C. § 5326(b)(1), multi-year options.

g. 49 U.S.C. § 5325(c), award to other than the low bidder.

h. 49 U.S.C. § 5325(a), access to records.

i. 49 U.S.C. § 5323(e) to acquire bus seats.

j. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, implementing 49 U.S.C. § 5323(m).

k. FTA regulations, "Bus Testing, 49 C.F.R. Part 665, implementing 49 U.S.C. § 5323(c).

l. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq*., January 8, 2001.

m. FTA regulations, "Capital Leases," 49 C.F.R. Part 639.

n. Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*.

o. Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other applicable provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq*.

p. U.S. Environmental Protection Agency "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

q. Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," February 17, 2001, amended by Executive Order No. 13208, April 6, 2001, 41 U.S.C. § 251 note.

19. Domestic Preferences

a. FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661.

b. U.S. Maritime Administration regulations, "Cargo Preference--U.S.-Flag Vessels," 46 C.F.R. Part 381.

c. U.S. General Services Administration regulations, "Use of United States-Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143 implementing the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118.

20. Property Ownership and Management

a. 49 U.S.C. §§ 5334(g) -- transfer of project assets.

b. FTA Circular 7020.1, "Cross-Border Leasing Guidelines," April 26, 1990.

c. U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing the Presidential Memorandum [Statement] on Government Patent Policy to the Heads of Executive Departments and Agencies, dated February 18, 1983, 19 Weekly Comp. Pres. Doc. 252-253, Feb. 28, 1983).

d. 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note

21. Oversight and Audit

a. FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633.

b. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and OMB A-133 Compliance Supplement provisions for the Department of Transportation, March, 2002, implementing the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq*.

c. U.S. Comptroller General, "Government Auditing Standards."

22. Fraud

a. Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31.

b. 18 U.S.C. § 1001 (Criminal Fraud Statute).

ADDENDUM B

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

REQUIREMENTS APPLICABLE TO

ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (Section 5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 5316)
NEW FREEDOM (Section 5317)
NONURBANIZED AREAS FORMULA PROJECT (Section 5311)
URBANIZED AREA FORMULA PROJECT (Section 5307)

SUBRECIPIENT DBE REQUIREMENTS FOR

RACE-CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

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SUBRECIPIENT DBE REQUIREMENTS FOR

RACE-CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

The following pages provide Bidders/Proposers/Primes on federal contracts with SUBRECIPIENT

Disadvantaged Business Enterprise (DBE) Program, administered by the SUBRECIPIENT. Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling NJ TRANSIT Local Programs at 973-491-7372.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. **Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of SUBRECIPIENT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of [*NAME OF SUB-RECIPIENT*] that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2**.**

1.2 ASSURANCE

1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13). This assurance clause shall be included in every DOT-assisted contract and subcontract.

1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with SUBRECIPIENT are aware of their responsibilities and the commitment to see that DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program setting a *race conscious* goal (the percent of the gross sum bid/proposal to certified NJUCP DBE firms) will be done during review of the procurement by NJ TRANSIT. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7

1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**

1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.

1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD**.** Refer to article 2.0

1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.

1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.

1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.

1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to [NAME OF SUB-RECIPIENT], by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.

(a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.

1.5.2 [NAME OF SUB-RECIPIENT] may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. *SUBRECIPIENT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.*

1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by [NAME OF SUB-RECIPIENT] that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.

1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. See article 2.0

1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, [NAME OF SUB-RECIPIENT] may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, [NAME OF SUB-RECIPIENT] shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**

(1) The Bidder/ Proposer/Prime can meet the goal.

(2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.

(a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(b) In determining a good faith effort, the OBD will consider the **quality**, **quantity**, and **intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.

(c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by [NAME OF SUB-RECIPIENT]. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.

(e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.

(f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that SUBRECIPIENT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. SUBRECIPIENT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

(a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.

(1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.

(2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.

(b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.

(c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.

(1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by SUBRECIPIENT or the Prime contractor.

(f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

(a) Form A - First Tier DBE Utilization: Lists all First Tier DBE firms scheduled to participate on this contract.

(b) Form A1 - Bidder/Proposer Solicitation and Contractor Information: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.

(c) Form A2- Non-DBE Sub Utilization: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.

(d) Form B - Intent to Perform as a DBE Sub: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) DBE Good Faith Effort Form (if applicable): Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.

(f) Trucking Commitment Agreement (if applicable): Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.

(g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.

(h) *Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by [NAME OF SUB-RECIPIENT] to the Prime. Certifies that DBE subs have been paid for previous month's invoices.

(i) Form E2 – DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

(j) Form E1- DBE Prime's Monthly Payment Report *(For DBE Prime Only):* Records monthly payments issued to each DBE Prime by [NAME OF SUB-RECIPIENT] to.

**This form is due from the Prime in each month following the notice to proceed issued by SUBRECIPIENT. Refer to article 5.2.4*

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

(a) Form AA – Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.

(b) Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.

(c) Form AA2- Second Tier Non-DBE Sub Utilization: Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.

(d) Form BB - Intent to Perform as a Second Tier DBE Sub: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) Form A - First Tier DBE Utilization:
Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to [NAME OF SUB-RECIPIENT]. Refer to article 4.3. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a non-DBE sub Prime should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {*Ex: DBE Electric Co. (Prime Contractor, Inc.)*}

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.
(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a *manufacturer*, indicate the full value of its subcontract. If a DBE supplier is a *regular dealer*, show its total contract value multiplied by 60% (Ex. $100K x 60%= $60K). If a DBE supplier is *neither a manufacturer nor a dealer*, indicate the fee/commission only, *not the cost of materials or supplies*. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. *(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).*

(b) Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:

The Bidder/Proposer must complete and submit page one (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete page two (2).

(c) Form A2- Non-DBE Sub Utilization:

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is not counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.
(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4
The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.
The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njucp.net and www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (article 5.2.4)

All invoices 30 days past due from [NAME OF SUB-RECIPIENT] must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report *(For DBE Prime Only)*

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by SUBRECIPIENT. Refer to article 5.2.5.

All invoices 30 days past due from SUB-RECIPIENT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 – DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s). Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. This form must be completed and submitted by the DBE only to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

(a) Form AA – Second Tier DBE Utilization: The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(b) Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

(c) Form AA2- Second Tier Non-DBE Subcontractor Utilization:

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. Refer to article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) Form BB - Intent to Perform as a Second Tier DBE Subcontractor:

Each DBE firm listed on Form AA, must complete, and sign. Only Second Tier DBE(s) must complete and sign this form.

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) NJ UCP DBE Certification & NAICS Code Verification:

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be

performed without the appropriate NAICS code. Status can be verified through www.njcup.net and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a joint venture with a Non-DBE, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

(a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a DBE Prime, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, [NAME OF SUB-RECIPIENT] will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE trucking firm is performing a commercially useful function if:

(a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE itself owns and operates at least one fully licensed, insured, and operational truck

to be used on the contract.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.

(a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime may not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces or those of an affiliate without [NAME OF SUB-RECIPIENT]'s prior written consent. Refer to Article 4.3. Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD prior to the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

(a) Written communications (over a period) from the Prime and/or [NAME OF SUB-RECIPIENT]'s PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.

(b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.

(c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.

(d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or [NAME OF SUB-RECIPIENT] PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, <u>regardless of the reason for the replacement or removal</u>.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), [NAME OF SUB-RECIPIENT] will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by [NAME OF SUB-RECIPIENT] for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5.6-5.7

4.3.7 If [NAME OF SUB-RECIPIENT] finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "*<u>unusual situations</u>*", includes, but is not limited to, the following circumstances:

(a) Failure to qualify as a DBE, or maintain DBE certification status.

(b) Death or physical disability of a key individual.

(c) Dissolution, if a corporation or partnership.

(d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.

(e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.

(f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, [NAME OF SUB-RECIPIENT] will require a

Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by [NAME OF SUB-RECIPIENT] for the procurement. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify [NAME OF SUB-RECIPIENT] of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime <u>will not</u>

receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

(a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 *Exception*: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a DBE Liaison Officer. The liaison officer will be responsible to [NAME OF SUB-RECIPIENT] regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without <u>prior review and approval</u> by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever [NAME OF SUB-RECIPIENT] issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met [NAME OF SUB-RECIPIENT] shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with SUBRECIPIENT, signed copies of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD <u>no later than 10 business days after the Prime's contract execution date</u>. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.

5.2.3 Certification of DBE(s) Payments – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to [NAME OF SUB-RECIPIENT] project manager of this project. Refer to article 5.3.2

(a) The Prime will certify, <u>prior to the issuance of each progress payment by</u> [NAME OF SUB-RECIPIENT]<u>,</u> that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher) - submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 Form E1 (DBE Prime's Monthly Payment Report) *(For DBE Prime Only)* - submit monthly to the Manager of the OBD.

5.2.6 Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments <u>received</u> by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. I*f at any time, [NAME OF SUB-RECIPIENT] has reason to believe that any*

person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later** than ten (10) days from the receipt of each payment the Prime receives from [NAME OF SUB-RECIPIENT] for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by [NAME OF SUB-RECIPIENT] that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to SUBRECIPIENT project manager, and with its Form E to the OBD.

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to [NAME OF SUB-RECIPIENT] with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. See article 5.6

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

(a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.

(b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.

(c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, [NAME OF SUB-RECIPIENT] may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of [NAME OF SUB-RECIPIENT].*

5.5.3 [NAME OF SUB-RECIPIENT] may agree to release an equivalent amount of Prime retainage provided that:

(a) There is no offsetting claims from [NAME OF SUB-RECIPIENT] (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;

(b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to [NAME OF SUB-RECIPIENT] executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

(a) Consent of Surety to Final Payment to the Subcontractor
(b) Certificate of Amounts Due and Owing to Subcontractor Employees
(c) Subcontractor Release of Claims
(d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding [NAME OF SUB-RECIPIENT]'s release or partial release of retainage, nothing in this clause shall be deemed to constitute [NAME OF SUB-RECIPIENT]'s partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by [NAME OF SUB-RECIPIENT], in the form(s).

5.6 REMEDIES AND PENALTIES

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

(a) The Prime may be ordered to stop work without penalty to [NAME OF SUB-RECIPIENT].

(b) The contract may be terminated for breach.

(c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.

(d) The relevant performance bond may be enforced.

(e) [NAME OF SUB-RECIPIENT] may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, SUBRECIPIENT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by [NAME OF SUB-RECIPIENT]. [NAME OF SUB-RECIPIENT] shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern: Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and

economically disadvantaged individual or individuals has annual average gross receipts in excess of **$22,410,000** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.
DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with [NAME OF SUB-RECIPIENT].
DBE Trucking Firm – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture–means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with [NAME OF SUB-RECIPIENT].

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.
Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.
The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.
***Note: Brokers and packagers are not regarded as regular dealers*.**
Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.
Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.
Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by [NAME OF SUB-RECIPIENT] for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.
U.S. DOT – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).
Withdrawn DBE – a DBE withdraws, or drops out of its contract, or fails to complete its work on the contract for any reason.

FTA Annual Certifications and Assurances

Not applicable.

APPENDIX B

TITLE VI

Verification of Activities and Monitoring & Enforcement Procedures

(insert pages)

Note: If you completed this form for NJ TRANSIT this year, you do not need to resubmit when returning the contract.

VERIFICATION OF TITLE VI ACTIVITIES BY SUBRECIPIENT	
Please read enclosed document before completing this form.	
Subrecipient Name and address:	
Agency's Designated Title VI Person:	
Email:	**Phone #:**
NOTICE TO BENEFICIARIES	
Do You Have a Notice Published? (check one)	☐ **YES** ☐ **NO**
If YES, where is notice published? *** Federal requirements state that a Title VI Notice to Beneficiaries should be on an agency's website but a website alone does not satisfy the requirement. The Notice must appear in at least one other document or location widely available to users of the service.** (check all that apply)	☐ **Website*** ☐ **Brochure** ☐ **Timetable** ☐ **Signs Posted at Facility/ Office** ☐ **Other**
If Other, please explain.	
If NO, please provide estimated date Notice will be available and in what format.	
COMPLAINT PROCEDURE	
Do You Have A Written Complaint Procedure? (check one)	☐ **YES** ☐ **NO**
If NO, please provide estimated date such a policy will be completed.	

_____ _____

Authorized Representative Signature **Date**

TITLE VI
MONITORING AND ENFORCEMENT
FOR SUBRECIPIENTS

Lawsuits/Complaints, Notice to Beneficiaries and LEP Requirements – Procedures and Record Keeping

NJ TRANSIT'S RESPONSIBILITIES UNDER Title VI, Notice and Purpose

All recipients of Federal Transit Administration (FTA) funding, such as NJ TRANSIT, must meet the following program requirements, which have been established to conform to the Civil Rights Act of 1964 (Title VI):

NJ TRANSIT must ensure to the FTA that federally supported transit services and related benefits are distributed in an equitable manner with no discrimination on the grounds of race, color or national origin. No person shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any program, or activity receiving federal financial assistance.

The Department of Transportation (USDOT) regulations implementing Title VI requires the collection of data and other information to enforce the statute. Furthermore, the FTA as part of USDOT has established a program of grantee reviews assessing compliance with all Title VI regulations. The review includes an evaluation of each agency's policies, procedures, and record-keeping. As with most FTA requirements many elements are also passed through to grant subrecipients. It is NJ TRANSIT'S responsibility to ensure that all subrecipients comply with the applicable parts of Title VI.

Your agency/organization are being sent this document because it is a subrecipient under a FTA grant program, whether it is operating funds or an accessible van or minibus, and, therefore, your agency needs to take appropriate actions in order to comply with Title VI requirements. Examples of some of the possible grant programs your agency may be considered a subrecipient under are the Section 5310 (Elderly and Persons with Disabilities), Section 5311 (Rural/Nonurbanized), Section 5316 (New Freedom) or Section 5317 (Jobs Access) Programs. In turn, NJ TRANSIT is required to verify to the federal government that all subrecipients are in compliance.

Monitoring Subrecipients for Compliance

NJ TRANSIT will make periodic on-sight visits using relevant monitoring programs to ensure compliance with the requirements of all project activities, services, project administration and management practices supported with federal funds. Monitoring will include but is not limited to such matters as Financial Control, Procurement, Civil Rights, Maintenance, and Other Federal Provision Requirements. Title VI compliance would be addressed under the Civil Rights section of an on-sight review.

Below are the key elements that an agency must be aware of and in compliance with in order to satisfy federal Title VI requirments.

Lawsuits/Complaints, Notice to Beneficiaries and LEP Requirements – Procedures and Recordkeeping (continued)

This checklist shows Title VI requirements that a subrecipient is responsible for and that NJ TRANSIT will either ask your organization to certify, verify and/or document as appropriate:

	TITLE VI COMPLIANCE REPORTING CHECKLIST FOR ALL SUBRECIPIENTS
1.	Annual Certifications and Assurances are signed and filed with NJ TRANSIT
2.	Subrecipient has a written Title VI Complaint Procedure
3	Subrecipient has a written Record of Title VI Investigations, Complaints, or Law Suits
4.	Subrecipient has made an effort to review Demographic Data of Access to Services by Persons with LEP (NJ TRANSIT will provide, at a minimum, each county with a set of maps indicating LEP populations)
5.	Subrecipient has Notified Beneficiaries of their Rights Under Title VI by using the NOTICE TO BENEFICIARIES wording provided by NJ TRANSIT and NJ TRANSIT has been notified of the location of notice(s).

What follows is a brief overview of how you as a subrecipient can comply with each of the requirements cited in the table above.

1. Certification And Assurances

Every year, usually in the late fall, NJ TRANSIT mails to subrecipients the annual certifications and assurances published annually in the Federal Register by the FTA. Included in those assurances are all applicable Civil Rights assurances including Title VI. If you are a new subrecipient, NJ TRANSIT will require you to sign the current certifications and assurances before the start of your project or the receipt of your vehicle equipment.

2 . Title VI Complaint Procedures. Chapter IV, part 2; 49 CFR 21.9(b);

NJ TRANSIT has developed procedures for investigating and tracking Title VI complaints filed against them and makes their procedures for filing a complaint available to members of the public upon request. NJ TRANSIT encourages its subrecipients to adopt their own Title VI complaint investigation and tracking procedures. NJ TRANSIT will ask subrecipients during a on-site review and/or during the application process if they have written complaint procedures. Such written procedures do not need to be lengthy or complicated but they should be written and formalized. The following guidance is provided to subrecipients in the development of a written complaint procedure:

Who takes discrimination complaints?

A subrecipient needs to designate who takes Title VI discrimination complaints. It can be someone within the transit operation or, more likely, someone in the subrecipients administrative, human resources or legal department. Policies should be in place that describes how other transit staff persons, including call intake persons, are informed to direct/transfer Title VI complaint calls to the designated Title VI officer for proper log-in of the complaint.

How are discrimination complaints processed?

Once the designated person to take a Title VI complaint receives such a complaint, it needs to be logged into a database under the category "Discrimination/Title VI". It is recommended that the Title VI officer notify the alleging party within five work days of the complaint's receipt. Obviously, an operation receives a variety of complaints, i.e. the bus was late, the driver was rude etc. Those types of complaints are not necessarily Title VI complaints. Therefore, it should be noted in the log which complaints are of a Title VI nature.

3. Procedure for Investigations, Complaints and Lawsuits: Chapter IV part 3; 48 CFR 21.9(b).

NJ TRANSIT has developed and maintains a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming the recipient and/or subrecipients that allege discrimination on the basis of race, color, or national origin that includes the following: a) the date of the investigation, lawsuit, or complaint was filed; b) a summary of the allegation(s); c) the status of the investigation, lawsuit, or complaint; and d) actions taken by the recipient or subrecipient in response to the investigations.

How are discrimination complaints handled by a subrecipient?

Case investigation and documentation:

Your Title VI officer should conduct a prompt investigation of each discrimination complaint filed and must develop a complete case record. A complete case record consists of the name and address of all parties interviewed/consulted and a summary of their statements, copies of summaries of pertinent documents, and a narrative summary of all evidence disclosed in the complaint investigation. A written report is to be prepared at the conclusion of the investigation and this shall include: summary of the complaint, description of the investigation, findings and recommendations.

Disposition:

The Title VI officer will present recommendations to the appropriate head of agency or organization for approval of the disposition. If the complaint is determined to be valid, the recommendation will include proposed corrective actions to address the situation. A resolution with no actions will be recommended if the complaint is found not valid or questionable. The Title VI officer will then notify the alleging party about the resolution to the complaint. Proper log of the resolution to the complaint will be kept on file.

Request for reconsideration:

The alleging party may submit a request for reconsideration within a designated time frame (# of days – a minimum of 30 is suggested) from the date the notice of disposition is issued. Appeals should be reviewed within a stated number of days (again 30 days is recommended) of the dated request for reconsideration. The appeal should be heard by the administrative head of the subrecipients' agency.

Monitoring:

The Title VI officer and administrative head of the agency should conduct a periodic review of all Title VI complaints. Meetings can be quarterly, semi-annually or annually. Corrective actions taken at the time of each resolution will be examined at these reviews. The Title VI officer may waive the

requirement of a periodic meeting if no complaint or corrective action has been taken during the specified period.

4. Access to Services by Persons with LEP (Limited English Proficiency). Chapter IV, part 4; 49 CFR 21.5(b) and the DOT LEP Guidelines.

NJ TRANSIT is taking reasonable steps to remove barriers for LEP individuals and is developing a Language Implementation Plan pursuant to the recommendations in Section VII of the DOT LEP Guidance. Any LEP individual directly impacted or benefiting from NJ TRANSIT programs should be offered translation proactively as a rule.

As a subrecipient your agency or organization must ensure access to your transportation programs for those passengers with Limited English Proficiency (LEP). A subrecipient must document that they sought out the viewpoints of minority, low-income and LEP populations in the course of conducting public outreach and involvement activities. NJ TRANSIT is required to monitor such outreach done by their subrecipients. Outreach can be done by advertising programs in the local newspaper and regular public meetings, or doing outreach at community based organizations, and making sure there is a channel for feedback from community groups. Each subrecipient should be cognizant of significant populations of LEP individuals in their service area and make every effort to have available program material in alternative languages and the ability to communicate with potential customers in alternative languages with any significant LEP population.

5. Notifying Beneficiaries of their Rights Under Title VI. Chapter IV, part 5; 49 CFR 21.9(d).

NJ TRANSIT has developed a statement for the provision of information to the public regarding their Title VI obligations and to apprise members of the public of the protections against discrimination afforded to them by Title VI.

It is required that every subrecipient develop such a NOTICE TO BENEFICIARIES and display where appropriate.

It is the responsibility of the subrecipient to tell NJ TRANSIT where such NOTICE is posted. Suggested locations are in printed transit schedules/timetables or if you do not have such, brochures that detail services provided by your agency which includes your transit services or at key locations within your agency if your passengers are located or have access to your facility, on vehicles and on your website. Although **a Title VI notice should always be on your website,** for the purposes of FTA transportation programs the notice should also be posted through one of the other ways mentioned above as well. Posting on a website alone is considered insufficient in meeting Title VI NOTICE TO BENEFICIARIES requirements

EXHIBIT A

THIS FORM IS PROVIDED AS AN EXAMPLE OF A FORM THAT YOU COULD INCORPORATE AND USE TO RECORD AN INITIAL TITLE VI COMPLAINT. IF USED BY YOUR TRANSPORTATION COORDINATOR OR CALL INTAKE THEY WOULD THEN FORWARD THE FORM TO THE ORGANZIATION'S DESIGNATED TITLE VI OFFICER FOR LOGGING IN FOR INVESTIGATION AND FOLLOWUP.

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

For complaints concerning the Section 5307 (Small Urban), Section 5310 (Senior and Persons with Disabilities), Section 5311 (Non-Urbanized), Section 5316 (JARC) and Section 5317 (New Freedom) Programs or other grant programs funded by the Federal Transit Administration, complete and return this form to:

1. Complainants' Name _____

2. Address_____

3. City, State and Zip Code_____

4. Telephone Number (home) _____(business)_____

5. Person discriminated against (if someone other than the complainant)

   Name_____

   Address_____

   City, State and Zip Code_____

6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your: (check reason)

   a. Race/Color_____ c. Age _____

   b. National Origin_____ d. Disability _____

7. What date did the alleged discrimination take place and the location? Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

8. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? _____ Yes _____ No

If yes, check all that apply:

_____Federal agency _____ Federal court _____State agency

_____State court _____Local agency

9. Please provide information about a contact person at the agency/court where the complaint was filed.

Name_____

Address_____

City, State, and Zip Code _____

Telephone Number _____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

_____ _____

Complainant's Signature Date

EXHIBIT B

The following is information regarding when and how to address LEP requirements.

Transportation for Persons with
Limited English Proficiency
FTA Circular 4702.1A
Updated Federal Guidance and Instruction

Overview of Content
This exhibit is a guide to implementing the provisions relating to service to persons with limited English proficiency in Federal Transit Administration (FTA) Circular 4702.1A, an updated version of the original guidance issued in 1988.

FTA TITLE VI CIRCULAR 4702.1A

This section provides a brief summary to assist a person reading the full Circular and is not a substitute for the full Circular, which includes contact information for readers with questions.

Introduction

Title VI refers to the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. "Since 1972, the Federal Transit Administration has required applicants, recipients and subrecipients of Federal assistance, to certify compliance with the requirements of Title VI as part of the grant approval process for their certifying compliance with the requirements of Title VI. The FTA has revised and updated its ***Title VI Circular, 4702.1 in 2007*** to incorporate developments in legislation, Executive Orders, DOT directives, court cases that have affected the rights and responsibilities of recipients and beneficiaries." *See* 72 Federal Register 18733 (April 13, 2007).
www.fta.dot.gov/documents/Federal_Register_Notice.doc

Some Events Since the Original Title VI Circular Was Issued

1991

The Federal Transit Administration was created – replacing the Urban Mass Transportation Administration Intermodal Surface Transportation Equity Act (ISTEA)

1998

Transportation Equity Act for the 21st Century (TEA-21)

2001

Executive Order 13166*, "Improving Access to Services for Persons with Limited English Proficiency"* DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons (DOT LEP Guidance)

2005

Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)

Reissue of DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons (DOT LEP Guidance)

The revised circular, ***FTA Circular 4702.1A,*** assists FTA recipients and subrecipients in integrating the policies and principles of access to services for persons with limited English proficiency into their programs and activities (as embodied in ***Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency)*** and the considerations expressed in the U.S. Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient ("LEP") Persons. *See* **72 Federal Register 18733** (April 13, 2007).

Circular Introductory Material (Chapters I and II)

Chapter I of the Circular, **How to Use This Circular**, is a concise, two-page (I-1 & I-2) explanation of which sections apply to different FTA applicants, recipients, and subrecipients, with a **Reference Chart** (page I-3) that displays which chapters pertain to whom.

One of the circular's five objectives is to ensure meaningful access to programs and activities by persons with limited English proficiency (Page II-1, Chapter II, Overview)

Definition of Limited English Proficient (LEP) Persons: persons for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all. *See* Chapter II, 6.n.

Definition of national origin means "the particular nation in which a person was born, or where the person's parents or ancestors were born." *See* Chapter II, 6.s.

General Requirements And Guidelines (Chapter IV)

The general requirements presented in Chapter IV, including the reporting requirements, apply to agencies that provide demand-response transportation that is available to the general public (FTA'S Section 5311, Section 5316 (New Freedom), Section 5317 (JARC) or, in the case of services funded under FTA's Section 5310 program, is open to eligible older adults and individuals with disabilities. The requirements of this chapter also apply to providers of fixed-route transportation. *See* 72 Fed. Reg. 18736.

Requirement to Provide Meaningful Access to LEP Persons

FTA subrecipients are required to "take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP)." *See* Chapter IV, 4.

Bases for appropriate language assistance. "Appropriate language assistance should be based on the subrecipient's analysis of the number of LEP people eligible to be served or likely to be encountered by a program, activity, or service; the frequency with which those people come into contact with the program; the nature and importance of the program, activity or service to people with LEP; the resources available to the agency; and the cost of providing language assistance." *See* 72 Fed. Reg. 18740.

Developing a Language Implementation Plan

The most complete way subrecipients can ensure that LEP persons have meaningful access to their programs and activities by developing and carrying out a language implementation plan pursuant to the recommendations in Section VII of the ***DOT LEP Guidance***. *See* Chapter IV, 4.a.

Subrecipients Without a Language Implementation Plan

Most FTA subrecipients in New Jersey, such as those serving very few LEP persons or those with very limited resources, will choose not to develop a written LEP plan. **However, subrecipients who do not have a written LEP plan must still meet the underlying obligation to ensure meaningful access by LEP persons to their program or activities.** In cases where no written plan exists, NJ TRANSIT may request during on-site reviews or otherwise documentation that the subrecipient has taken steps to ensure meaningful access. *See* Chapter IV, 4.b.

Guidance on Promoting Inclusive Public Participation

To integrate the considerations expressed in the ***DOT LEP Guidance*** into community outreach activities, subrecipients should seek out and consider the views of LEP populations as they conduct public outreach and involvement activities. *See* Chapter IV, 9.

EXHIBIT C

NOTICE TO BENEFICIARIES

Requirement to Notify Beneficiaries of Protection under Title VI

To comply with 49 CFR 21.9(d), subrecipients are required to provide information to the public regarding their Title VI obligations and the public's protections against discrimination under Title VI. Recipients and subrecipients that provide transit service must disseminate this information to the public. *See* Chapter IV, 5.

Document translation. Notices detailing a subrecipient's Title VI obligations and complaint procedures should be translated into languages other than English, as needed and consistent with ***DOT LEP Guidance***. *See* Chapter IV, 5,b.(3)

Subrecipients. To reduce administrative burden, subrecipients may adopt the Title VI Notice developed by NJ TRANSIT (See attached). Nonetheless, the NJ TRANSIT should be modified so that subrecipients also notify their beneficiaries that they may file discrimination complaints directly with the their own agnecy. *See* Chapter IV, 5,b(4).

Program-Specific Requirements and Guidelines, Chapter Vi, 2.A-C

In summary, in order to comply with Title VI requirements NJ TRANSIT is committed to providing the following assistance to subrecipients:

a. *Sample notices* to the public informing beneficiaries of their rights under Title VI and procedures on how to file a Title VI complaint.
b. *Sample procedures* for tracking and investigating Title VI complaints filed with a subrecipient.
c. *Demographic information* on the race, income, and English proficiency of residents served by the recipient. (This information will assist the subrecipient in assessing the level and quality of service it provides to communities within its service area and in assessing the need for language assistance.)"

This document is intended to achieve the goals of providing such assistance.

SAMPLE NOTICE TO BENEFICIENCES

The following should appear on Schedules/Timelines, System Maps And/or Agency Rider Guides, or appropriate location within agency

Non-Discrimination Policy

(NAME OF AGENCY) is committed to ensuring that no person is excluded from, or denied the benefits of our services on the basis of race, color, or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended. Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, or national origin, may file a complaint in writing to (NAME OF AGENCY). To file a complaint, or for more information on (NAME OF AGENCY'S) obligations under Title VI write to: (ADDRESS OF AGENCY) or visit (website link if available). Transportation services provided by this agency are in whole or part funded through federal funds received through NJ TRANSIT and as an individual you also have the right to file your complaint under Title VI to NJ TRANSIT by writing to: New Jersey Transit Customer Service – Title VI Division, One Penn Plaza East, Newark, NJ 07105 or visit njtransit.com/diversity. A complaint must be filed within 180 days of the alleged discrimination

USDOL Employee Protection Certification/Arrangement

Not applicable.

NJTRANSIT

Memorandum

TO: VEHICLE FILE

FROM: William Veniscofski
Quality Assurance Specialist

1/20/12

DATE: October 31, 2011

SUBJECT: CS-674 – Township of Nutley – Essex County

The following are the deficiency findings regarding the 10/20/11 annual inspection of unit CS-674 (see attached):

- 2008 Ford E-450 – Starcraft
- Mileage – 42,726
- Securements – Q-Straint
- Lift Style – Ricon Klearvue
- Lift Serial – 230133
- Lift MF Date – 4/1/08
- Lift Location – Rear
- Lift Counter - 533
- Scribe – Will Veniscofski
- Last Inspection – 10/25/10 (2010 follow up)

Repairs Visually Confirmed on 1/20/12

Physical Inspection Findings:

- Stop request chime inoperable
- Red emergency light over rear emergency door is out

Records Inspection (12 Months):

- Records show necessary repairs made but absolutely no preventive maintenance at all.

Pre-trip Inspection forms (90 days):

- Records not provided.

Overall Comments:

- Vehicle in good condition.

DATE: 10/20/11 **COUNTY:** Essex # CS-674

TRANSPORTATION PROVIDER NAME: Nutley **NJMVC#** 55494

Vehicle Year	Inspection Sticker	Plate Number	Vin Number		Fold 0 / W/C 2	Flip 1 / Fixed 16
2008	3/28/12	OYY 8887	1FD4E45P18DA51068			
Make	**Model**	**Body**	**Registration**	**Insurance Card**	**Odometer**	
FORD	E-450	Starcraft	3/12	1/1/12	42,726	
Lift Man	**Lift Type**	**Lift Position**	**Lift Serial**	**Lift Ma Date**	**Lift ctr**	**Securement System**
Ricon	Klimvue	R	230133		533	Q

Exterior	D	O	Safety Equipment	D	O	Interior	D	O
Owned by decal (2)		✓	Triangles (3)		✓	Mirrors		✓
NJT colors		✓	First Aid Kit		✓	Lights		✓
NJT #'s (2)		✓	Bloodborne Pathogen Kit		✓	Horn		✓
Body damage		✓	Seat belt cutter (2)		✓	Seats		✓
Bumpers		✓	Emergency exit seals		✓	Seat Belts		✓
Outside Mirrors		✓	Fire Extinguisher		✓	AC/Heat/Defroster		✓
Reflectors		✓	Rear door buzzer		✓	Wipers/washer		✓
Signals & Flashers		✓	Exit windows/buzzers		✓	Gauges and Indicators		✓
Windshield		✓	Roof Hatch		✓	Brakes (Foot/Parking)		✓
Tire Condition		✓	Kneeler	N	A	Floor		✓
Headlights		✓				Steps & Step well Lights		✓
Parking lights		✓	**NEW VEHICLES**			Body Damage		✓
Brake lights		✓	All Manuals			Passenger Door		✓
Tail Lights		✓	Extra Fuses			Driver Door		✓
Backup lights		✓	Extra Key			Cleanliness	✓	
Clearance/Marker		✓	Adapter			Modesty Panels		✓
Reverse Alarm		✓	Spare Tire			Stop Request signal & chime	✓	
Destination Signs		✓				Fare Box		✓
Cleanliness	✓							

Signage/Decals	D	O	Lift	D	O	Securements	D	O
No Smoke/Eat/Drink		✓	Interlocks/Belt		✓	Belt (4 floor)		✓
Seat Belts Required		✓	Level Platform		✓	Lap Belt/Extender		✓
Emergency Exits		✓	Lift Lights & Safety Lights		✓	Shoulder belt		✓
Securement Instructions		✓	Lift Counter		✓	Floor Track		✓
Lift Operating Instructions		✓	Lift Safety Alarm		✓	Storage Containers/Pouches		✓
Vehicle Height		✓	Hand Pump		✓			
FMVSS Decal		✓	Hand Rails on Lift (2)		✓			
			Control Box & Illumination		✓			
			Lift Doors		✓			

COMMENTS & OBSERVATIONS of Inspector Stop request bell inoperable, Light over Rear Door is out

General Vehicle Condition: New____ Good____ Fair ✓ Poor____ Rec. Retirement____

Transportation Provider:

Name: Pat Buccino

Signature:

NJ TRANSIT Inspector:

Name: Will Veniscorski

Signature:

White: NJT Yellow: Contract Agency Pink: Provider

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

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

November 21, 2012

Sent via Email

Ms. Susan Poliwka
Director of Transportation and Parking
City of Hoboken
Hoboken, NJ 07030

SUBJECT: CS-674 Vehicle Agreement for Hoboken

Dear Ms. Poliwka:

Enclosed you will find an electronic copy of the CS-674 Vehicle Agreement between NJ TRANSIT and Hoboken. Please **print out three (3) copies** of this Agreement, complete the required information mentioned below, sign and have someone attest to (witness) your signature as "Subrecipient" on all three copies and, mail them to me at NJ TRANSIT, 1 Penn Plaza East, 4th Floor, Newark, NJ 07105-2246**. DO NOT DATE THE FIRST PAGE OF THE AGREEMENT**. NJ TRANSIT will date after the agreements are fully executed. Upon completion, NJ TRANSIT will return to you a fully executed copy for your files.

In order for me to advance the contract to the next level, the following information must be completed and returned to me on all three sets of the Agreement:

a. Complete Exhibits A through H
b. Sign Exhibit F (Debarment and Suspension)
c. Sign Exhibit G (Code of Ethics)
d. Sign Exhibit H (Americans with Disabilities Act)

Note: If your organization/agency already filed the **2012** Certs & Assurances then you do not need to complete the exhibits noted above in items c through d. If you are uncertain, call me and I will let you know if we have a current copy.

Furthermore, please note that the Insurance Clause on page 5 of the Agreement requires that NJ TRANSIT receive a Certificate of Insurance for comprehensive general liability with coverage limits not less than $5,000,000 dollars with a combined single limit per occurrence for bodily injury and property damage. Please submit the certificate at the time of returning the enclosed two copies of this agreement to my attention.

As a reminder, all procurements (service contracts, marketing, capital, etc.) must follow FTA guidelines and requires written approval from NJ TRANSIT prior to starting any procurement action. To this end, please contact me so that I can review your bid package **PRIOR** to bid solicitation and issuance of a purchase order to ensure that the RFP is in compliance with FTA procurement procedures.

I look forward to working with you and expediting a final executed agreement. Thank you for your attention to this matter, and feel free to contact me with any questions. You can reach me at 973-491-8569.

Sincerely,

Fred Storey

Fred Storey
Service Planner

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION CONFIRMS AN AMENDMENT TO THE EMERGENCY CONTRACT AWARDED TO CALI CARTING FOR DEBRIS REMOVAL SERVICES IN THE WAKE OF HURRICANE SANDY IN AN INCREASED AMOUNT NOT TO EXCEED FOUR THOUSAND EIGHT HUNDRED SIX DOLLARS AND TWENTY FIVE CENTS ($4,806.25**)**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, which the Council ratified on November 28, 2012, to Cali Carting for a total contract amount of Fifty Five Thousand Dollars ($55,000.00), with a seven (7) day term to commence on November 5, 2012; and,

WHEREAS, Cali Carting's services required the expenditure of an additional Four Thousand Eight Hundred Six Dollars and Twenty Five Cents ($4,806.25), which the Administration now seeks ratification of by the City Council; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,806.25 is available, in _____; 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, by the City Council of the City of Hoboken that the amendment to the emergency contract with the below listed vendor is authorized and ratified for an increased amount not to exceed Four Thousand Eight Hundred Six Dollars and Twenty Five Cents ($4,806.25) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached invoice shall govern this amendment to the contract, and no further changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all

documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Cali Carting Inc.
PO Box 440
450 Bergen Avenue
Kearny, New Jersey 07032

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

CALI CARTING INC.

PO Box 440
450 Bergen Avenue
Kearny, NJ 07032

P: 201.991.5400
F: 201.991.1038
info@calicarting.com

INVOICE

INVOICE #	0000046941
PAGE	Page 2 of 2
DATE	11/24/2012
CUSTOMER #	1480
SITE #	0
PURCHASE ORDER #	

City of Hoboken
Office of Environmental Services
256 Observer Highway
Hoboken, NJ 07030

DATE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
12 - Nov	Emergency Service 5 Packer Trucks (26hrs @ $175.00/hr)	SANDY111212	1.00	$4,550.00	$4,550.00

Visit us on the web at www.calicarting.com

TOTAL INVOICE $59,806.25

Need to CLEAN-UP after HURRICANE SANDY? ROLL-OFF containers are available!
Also, we would like to thank you for your patience during this difficult time.

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS
[illegible]	[illegible]	[illegible]	[illegible]

AMOUNT PAID

INVOICE #	0000046941
PAGE	Page 2 of 2
DATE	11/24/2012
CUSTOMER #	1480
SITE #	0
PURCHASE ORDER #	

CALI CARTING INC.

"THE MAN WITH THE CAN"®

REMIT PAYMENT TO:
PO Box 440
450 Bergen Avenue
Kearny, NJ 07032

PLEASE RETURN THIS PORTION WITH PAYMENT

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION FOR $90,000.00 IN TECHNICAL ASSISTANCE FROM THE NORTH JERSEY SUSTAINABLE COMMUNITIES CONSORTIUM FOR A LOCAL DEMONSTRATION PROJECT TO DEVELOP THE *HOBOKEN STORM WATER AND STORM SURGE PREPAREDNESS AND MITIGATION PLAN*

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally approves the grant applications for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the North Jersey Sustainable Communities Consortium on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the City of Hoboken is not required to provide matching funds towards the completion of the project, but will make key personnel and space available towards the completion of project activities.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of December, 2012

_____
Clerk

My signature and the Municipal Clerk's seal server to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL _____ _____
Clerk Mayor

Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

AUTHORIZING THE FINANCE OFFICER TO CANCEL STALE CHECKS

WHEREAS it has been brought to the attention of the City of Hoboken by the Finance Officer that there are outstanding stale check that have never been cancelled from the City's records: and

WHEREAS it is the desire of the City Council to cancel these stale checks in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, State of New Jersey, that the following stale checks be cancelled and that the Finance Officer's records be adjusted to reflect the same.

City of Hoboken
Listing of Stale Outstanding Checks to be Canceled
As of December 31, 2011

Bank Account	Check Date	Check Number	Amount
Fire Education			
	3/18/2010	1178	325.48
	8/25/2011	1207	565.92
Sub Total Fire Education Fund			**891.40**
Federal & State Grant Fund			
	Prior 07/2010	27461	1,760.00
	6/1/2011	1744	450.00
Sub Total Federal & State Grant Fund			**2,210.00**
Workers Comp			
	1/9/2009	1138	825.00
	3/9/2009	1332	675.00

10/1/2009	2030	135.94
10/1/2009	2036	85.00
12/1/2009	2164	11.00
Sub Total Workers Comp		**1,731.94**

Tax Collector Premium Account

11/14/2007	2141	800.00
2/4/2008	2171	100.00
2/29/2008	2179	500.00
2/19/2009	2261	2,600.00
Sub Total Tax Collectors Premium		**4,000.00**

Trust Fund & Others

3/1/2009	1870	7,223.64
8/1/2009	2266	1,880.00
10/9/2009	2432	78.00
9/1/2010	2985	142.06
9/1/2010	2987	300.00
Sub Total Trust Fund & Other		**9,623.70**

Current Fund

Sept. 08	31186	1.00
Sept. 08	31194	1.00
Sept. 08	31315	1,122.00
Apr. 09	32504	469.12
May-09	33299	1,383.14
Jun-09	33701	200.00
Jun-09	33941	200.00
Jul-09	34064	258.95
Jul-09	35090	30.89
Jul-09	35137	22.47
Jul-09	35188	21.81
	35200	22.47

Jul-09		
Jul-09	35203	3,672.01
Jul-09	35204	22.47
Jul-09	35228	39.42
Jul-09	35257	22.47
Jul-09	35280	39.42
Jul-09	35327	39.42
Mar.10	35853	140.00
May.10	36190	94.95
Nov.10	37317	1,272.00
Feb 2011	37824	20.05
Feb 2011	37828	37.84
Feb 2011	37832	37.84
Feb 2011	37845	411.65
Feb 2011	37853	37.84
Feb 2011	37860	39.82
Feb 2011	37883	249.93
Feb 2011	37903	180.52
Feb 2011	37907	101.12
Feb 2011	37910	20.05
Feb 2011	37930	2,348.79
Feb 2011	37942	20.05
Feb 2011	37949	347.25
Feb 2011	37963	97.38
Feb 2011	37994	37.84
Feb 2011	38007	20.05
Mar-11	38090	190.04
Jun-11	39036	156.84
Oct-11	39722	62.80
11/15/2011	39911	2,500.00
12/8/2011	39970	26.00
12/22/2011	40112	133.65
Sub Total Current Fund		**16,152.36**

Meeting Date: December 19, 2012

Reveiwed By:

_____
Quentin Weist
Business Administrator

Approved as to Form:

_____
Mellissa Longo
Corporation Counsel

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION CONFIRMS AN EMERGENCY CONTRACT AWARDED TO BEYER FORD (NJ STATE CONTRACT #A833012) FOR REPLACEMENT OF TWO TRUCK VEHICLES AND VEHICULAR EQUIPMENT/ACCESSORIES (FORD EXPLORERS) ($55,136.00) AS WELL AS SIX AUTOMOBILES (FORD FOCUS OR SIMILAR) ($85,000.00) DUE TO DAMAGE AND DESTRUCTION OF ORIGINAL VEHICLES AND EQUIPMENT OF THE CITY IN THE WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED ONE HUNDED FORTY THOUSAND ONE HUNDRED THIRTY SIX DOLLARS ($140,136.00) FOR GOODS TO BE PROVIDED WITHIN SIXTY DAYS (60) OF TRANSMISSION OF THIS ACCEPTANCE OF THEIR OFFER

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a New Jersey State Contractor (#A83013) of commercial vehicles and accessory equipment for the City for necessary replacement commercial (municipal) vehicles and accessories (Two 2013 Ford Explorer 4WD's), as well as automotive (municipal) vehicles and accessories (Six Ford Focus or similar) and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11 and the laws allowing for contracting with State Contractors; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Beyer Ford for the PURCHASE of said vehicles following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Beyer Ford for a total contract amount of One Hundred Forty Thousand One Hundred Thirty Six Dollars ($**140,136.00**), for goods to be provided within sixty (60) days of transmission of this acceptance of their offer; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $140,136.00 is available in the following appropriation 2-01-46-870-015 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency PURCHASE contract with the below listed vendor is authorized and

ratified for an amount not to exceed One Hundred Forty Thousand One Hundred Thirty Six Dollars ($**140,136.00**) as follows:

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

Beyer Ford
d/b/a Beyer Fleet
170 Ridgedale Avenue
Morristown, New Jersey 07962

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

BEYER FLEET

2

2013 FORD EXPLORER 4WD BASE
STATE OF NEW JERSEY
CONTRACT # A83013

- 3.5L Ti-VCT V6 engine -inc: 3.39 axle ratio
- 6-speed SelectShift automatic transmission w/OD
- 4-wheel drive
- 58-amp/hr maintenance-free battery
- 175-amp alternator
- Trailer sway control
- Front recovery hooks
- Independent front/rear suspension
- Pwr steering
- Dual chrome exhaust tips
- P245/65R17 all-season BSW tires
- 17" steel wheels
- Mini spare tire
- Black roof rack side rails w/black end caps
- Body-color spoiler
- Upper body color/lower black front/rear bumpers
- Black wheel lip molding
- Black lower bodyside cladding
- Foundry grey painted grille
- Bi-functional projector beam headlamps
- LED tail lamps
- Black folding pwr mirrors
- 2nd/3rd row privacy glass
- Black door handles
- Front speed sensitive wipers
- Rear 2-speed intermittent wiper
- Easy fuel capless fuel filler
- AM/FM stereo w/CD/MP3 player
- (6) audio speakers
- Roof mounted antenna

Safety Canopy

- SOS Post Crash Alert System
- Seat belts
- Belt-Minder feature
- Rear door child safety locks
- LATCH system on rear outboard seat locations
- Cloth front bucket seats
- 60/40 split-folding 2nd row bench seat
- 50/50 split-folding 3rd row seat
- Floor console w/armrest & storage
- Front/rear color-keyed carpeted floor mats
- Tilt/telescoping steering wheel w/audio & cruise controls
- Pwr windows w/1-touch driver down
- Pwr door locks
- Remote keyless entry w/(2) key fobs
- Cruise control
- SecuriLock passive anti-theft system
- Manual climate control w/auxiliary air cond
- Air filtration system
- Rear window defogger
- Overhead console w/lights & sunglass holder
- Color-keyed cloth sunvisors -inc: covered vanity mirrors
- 2nd/3rd seat rear map light
- 12V pwr points -inc: (2) front, (1) second row, (1) cargo area
- Dark Galvano appliques
- Front/rear scuff plates
- Grab handles -inc: (1) at passenger seat, (2) in 2nd row
- Illuminated entry
- Load floor tie-down hooks
- Cargo area hooks
- Hill start assist
- 4-wheel antilock disc brakes
- Traction control
- AdvanceTrac w/Roll Stability Control (RSC)
- Hill descent control
- Terrain management system
- 2nd generation dual front airbags
- 2nd generation dual front side seat airbags
- Front passenger sensing system
- Tire pressure monitoring system

Base Price $ 24,708.00

11/30/2012

Options for Explorer

Class III Trailer Towing Prep Package	$	513.00
Splash Guards	$	166.50
All Weather Mats	$	67.50
Rust Proof and Undercoat	$	390.00
Dome Light	$	158.00
EDH 1900 - Installer Series Wiring Harness	$	440.00
PS-G6-A Power Distribution Panel w/Master Cut-Off Switch	$	290.00
2" Ball and Pintle	$	385.00
Vinyl Rear Seat	$	450.00
Option Total	**$**	**2,860.00**
Budget Total	**$**	**27,568.00**

2

$ 55,136

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH FLORIO PERUCCI STEINHARDT & FADER, LLC AS SPECIAL LEGAL COUNSEL-LABOR COUNSEL TO THE CITY OF HOBOKEN FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $30,000.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $50,000.00

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

WHEREAS, the City of Hoboken 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 thereafter, on August 15, 2012, the City entered into a Professional Service contract for said services; and,

WHEREAS, the City now seeks to increase the not to exceed amount of the contract by Thirty Thousand Dollars ($30,000.00); 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 $30,000.00 is available in the following appropriation 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Florio Perucci Steinhardt & Fader LLC to represent the City as Special Legal Counsel- Labor Counsel be amended, for a term to commence August 15, 2012 and expire August 14, 2013, for an increase in the not to exceed amount by Thirty Thousand Dollars ($30,000.00), with a total not to exceed amount of Fifty Thousand Dollars ($50,000.00); 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, 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: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH WEINER LESNIAK AS SPECIAL LEGAL COUNSEL-OUTSTANDING AND GENERAL LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE DECEMBER 31, 2013 TO INCREASE THE NOT TO EXCEED AMOUNT BY FORTY THOUSAND DOLLARS ($40,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF $300,000.00

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. Fair Share Housing (Advance at Hoboken)
2. Fair Share Housing (1415 Park Avenue LLC)
3. Fair Share Housing (9 Monroe LLC)
4. Belfiore (Appeal)
5. Arezzo (OAL)
6. Campbell (OAL)
7. Arezzo (disciplinary charges)
8. Fire Fighter/Fire Officer Collective Negotiations Agreement
9. Fire Fighter/Fire Officer Payment of Accumulated Vacation Arbitration
10. United Textiles / Correa

WHEREAS, the City wishes to increase the not to exceed amount of the contract so that Weiner Lesniak may continue to represent the City in the above matters, as well as other general litigation matters which may arise over the course of the contract; 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 $40,000.00 is available in the following appropriation 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amendment to the contract with Weiner Lesniak to represent the City as Special Legal Counsel-Outstanding and General Litigation be executed, for a term to commence January 1, 2013 and expire December 31, 2013, with an increase of Forty Thousand Dollars ($40,000.00) for a total not to exceed amount of Three Hundred Thousand ($300,000.00) 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 remaining terms of the contract shall remain unchanged; and,

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of 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: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored: _____
Seconded: _____

Dedication by Rider

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

A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A DEDICATED TRUST
BY RIDER FOR ***Snow Removal*** PURSUANT TO **N.J.S.A. 40A:4-62.1**
REQUIRED BY **N.J.S.A. 40A:4-39**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-62.1 permits municipalities to lapse unexpended balances budgeted annually into a snow removal reserve; and,

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of funds by dedication by rider;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Hoboken. County of Hudson, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for ***Snow Removal*** in accordance with the provisions of N.J.S.A. 40A:4-62.1 as per N.J.S.A. 40A:4-39; and

2. The Clerk of the City of Hoboken, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

Adopted this _____day of _____, 20__
and certified as a true copy of an original.

_____

James Farina, Registered Municipal Clerk

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A SERVICE CONTRACT TO TEI GROUP FOR SERVICES AS THE CITY'S ELEVATOR REPAIR PROVIDER FOR THE TWO ELEVATORS IN THE MIDTOWN GARAGE TO COMMENCE DECEMBER 19, 2012 AND EXPIRE UPON COMPLETION, BUT NOT LATER THAN DECEMBER 18, 2013 FOR A NOT TO EXCEED AMOUNT OF FORTY THREE THOUSAND EIGHT HUNDRED THIRTY SIX DOLLARS AND EIGHTY CENTS ($43,836.80)

WHEREAS, service, goods for the repair of the Midtown Garage Elevators (2) is subject to a request for quotations pursuant to the Fair and Open Process, even though it is an emergency contract exempt from public bidding; and,

WHEREAS, the Administration requested a quote for said products and services, and has determined that TEI Group can provide the City with the most effective and efficient products and services; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Forty Three Thousand Eight Hundred Thirty Six Dollars and Eighty Cents ($43,836.80); and,

WHEREAS, **TEI Group** 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 $43,836.80 is available in the following appropriation 2-01-31-461-000 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with TEI Group to provide the City with products, goods and services for repair of the two (2) elevators in the Midtown Garage, in accordance with the attached proposal, be executed, for a term to commence December 19, 2012 and expire upon completion of the project, but in no event later than December 18, 2013, with a not to exceed amount of **Forty Three Thousand Eight Hundred Thirty Six Dollars and Eighty Cents ($43,836.80)**; and

BE IT FURTHER RESOLVED, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of TEI Group; 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: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

DELIVERED BY HAND

November 21, 2012

Mr. Joseph Scardino
MIDTOWN PARKING
371 4th Street
Hoboken, NJ 07030

Re: 371 4th Street – 2 Hydraulic Cars
Water Damage Proposal #12-27088

Dear Mr. Scardino,

On behalf of TEI Group, I thank you for the privilege of servicing your elevators.

Due to the Hurricane Sandy water damage that occurred on October 29th, 2012, below please find the scope of work we propose to perform at the above captioned location:

- *Drain contaminated oil from tank and cylinder*
- *Replace packing*
- *Refill oil and dispose of old oil*
- *Empty drums for pumping*
- *Replace travelling cables*
- *Rewire car stations/clean damaged contacts*
- *Replace pit limits, wiring and fixtures*

**** The corrosive effects of salt water can be severe and additional work may be discovered that was not apparent during our initial inspection.***

Total: Forty Three Thousand Eight Hundred Thirty Six Dollars and 80/100 ___ $43,836.80, plus sales tax.

If you would like to proceed, kindly sign where indicated and return to us with a Purchase Order so we may schedule this work at your earliest convenience.

NOTE: ***Price is valid for Thirty (30) Days.***
The elevator will be out of service for the duration of the work.
*Work to be performed during our normal working hours: **7:00am – 3:30pm** for our MR teams **8:00am – 4:30pm** for our Repair teams.*
TEI will not be responsible for any additional work that may result from the performance of noted work.

Respectfully Submitted,
T E I Group

Dane Muzio
Account Executive
DM/ma

AGREED & ACCEPTED

Name (Print) Signature

P.O. # Date

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION CONFIRMS AN EMERGENCY CONTRACT AWARDED CHAS S. WINNER INC. (NJ STATE CONTRACT #T-2776/82925) FOR REPLACEMENT OF TWO POLICE SEDAN INTERCEPTORS AND TWO POLICE INTERCEPTER UTILITY SUV'S DUE TO DAMAGE AND DESTRUCTION OF ORIGINAL VEHICLES AND EQUIPMENT OF THE CITY IN THE WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED ONE HUNDED THIRTY FOUR THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS ($134,794.00) FOR GOODS TO BE PROVIDED WITHIN SIXTY DAYS (60) OF TRANSMISSION OF THIS ACCEPTANCE OF THEIR OFFER

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a New Jersey State Contractor (#AT-2776/82925) for police vehicles and accessory equipment for the City for necessary replacement vehicles and accessories (Two 2013 Police Sedan Interceptors and Two 2013 Police Interceptor Utility SUV's) and thereafter entered into an emergency contract for purchase of said vehicles in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11 and the laws allowing for contracting with State Contractors; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to CHAS S. Winner Inc. for the PURCHASE of said vehicles following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to CHAS S. Winner Inc. for a total contract amount of One Hundred Thirty Four Thousand Seven Hundred Ninety Four Dollars ($**134,794.00**), for goods to be provided within sixty (60) days of transmission of this acceptance of their offer; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $134,794.00 is available in the following appropriation 2-01-46-870-015 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency PURCHASE contract with the below listed vendor is authorized and ratified for an amount not to exceed One Hundred Thirty Four Thousand Seven Hundred Ninety Four Dollars ($**134,794.00**) as follows:

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

CHAS S. Winner Inc.
250 Haddonfield Berlin Road
Cherry Hill, New Jersey 08034-3409

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

N.J. Contract # 82925
2013 Police Sedan Interceptor
Base Vehicle All Wheel Drive **23,305.00**

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

Total **25873.00**
Marked Police Interceptor **6595.00**

Whelen Liberty All LED Light Bar RED/BLUE
Four Corner LED Vertex
EAI Pro Switch Box with Slider Control
HF100 Siren with Speaker and Bracket
18” Console w/ arm rest, cup holder, mic clip
Prisoner Partition
Deck Mounted LED’s LED RED/BLUE
Window Bars

TOTAL VEHICLE PRICE: **32468.00 per**

N.J. Contract # 82925
2013 Police Interceptor Utility

Base Vehicle All Wheel Drive	**25150.00**

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

Total	**27934.00**
Marked Police Interceptor	**6995.00**

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

TOTAL VEHICLE COST:	**34929.00**

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

Body Armor 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

WHERAS, 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 $12,146.24 from the Division of Criminal Justice 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…….$12,146.24
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:
Body Armor $12,146.24

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$12,146.24 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 Body Armor $12,146.24

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: December 5, 2012

Reviewed By:	Approved as to Form:
Quentin Wiest Business Administrator	Mellissa Longo Corporation Counsel

DEPARTMENT OF THE TREASURY
STATE OF NEW JERSEY
TRENTON, NEW JERSEY 08625-0221

REMITTANCE ADVICE

ORGANIZATION NAME / PAYMENT FOR	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
DIV OF CRIMINAL JUSTICE 2012 BODY ARMOR 13445	609-984-0633	1020BA01571	1020-718-066-1020-001-YCJF-6120	12146 24
			TOTAL	12146 24

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE.

CHECK NUMBER 0T0001378130 DATE 11/14/12 PAYEE HOBOKEN CITY TREASURER

OMB022 (REV. 01/26/2010)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT HAS A MULTI-COLORED BACKGROUND AND THE SECURITY FEATURES

Department Of The Treasury
STATE OF NEW JERSEY
Trenton, New Jersey 08625-0221
BODY ARMOR REPLACEMENT FUND

CHECK NUMBER
T 0001378130

DATE: NOVEMBER 14, 2012
VOID 180 Days After This Date

PAY *Twelve Thousand One Hundred Forty Six and 24/100 Dollars*

$**********12,146.24

Audited, Allowed and Payment Warranted

DIRECTOR
Payment Directed

STATE TREASURER

2014199003520
WELLS FARGO BANK, N.A.

To The Order Of: *HOBOKEN CITY TREASURER*
ACH ELECTRONIC PAYMENT
CITY HALL
94 WASHINGTON ST
HOBOKEN NJ 07030

⑈0001378130⑈ ⑆121000248⑆ 2014199003520⑈

George DeStefano

From: Body Armor [bodyarmor@njdcj.org]
Sent: Thursday, November 08, 2012 11:49 AM
To: falcoa@hobokenpd.org
Cc: gdestefano@hobokennj.org; fultonr@hobokenpd.org
Subject: FY 2011 Body Armor - Notice of Award - Hoboken Police

Chief of Police Anthony P. Falco Sr.
Det. Robert Fulton
Hoboken Police

The New Jersey Division of Criminal Justice is pleased to announce that your agency will receive $12,146.24 under the State Fiscal Year 2012 State Body Armor Replacement Fund Program. An electronic transfer of funds or an award check will be sent directly to your agency's Chief Financial Officer.

The State Body Armor Replacement Fund Program is provided to assist all eligible law enforcement agencies in offsetting costs of purchasing body vests for their officers. While this is a five-year vest replacement program, program regulations encourage agencies to make every reasonable effort to expend their awards within one year of receipt.

In furtherance of officer protection, the 2012 Body Armor Replacement Fund Program now requires a written mandatory body armor wear policy (mandatory wear policy) for all uniformed officers engaged in patrol or field operations in New Jersey. N.J.A.C. 13:80A-1-1 et seq effective November 5, 2012. You may recall that notice of this anticipated mandatory wear policy was provided in the 2011 Notice of Award.

The BARF Regulations were updated to include amendments pertaining to the mandatory wear policy following the public comment period consistent with State law.

All future State Body Armor Replacement Fund program correspondence, such as application periods, award announcements and award confirmations will be sent electronically, via e-mail. Failure to maintain updated contact information in the State Body Armor Replacement Fund system may result in your agency not receiving important State Body Armor Replacement Fund messages. If you have any questions regarding the program, please call the Program Development and Grants Section at (609) 292-1462.

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 **$2,077.04**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Chase **Att: Refunds** **P O Box 961227** **Ft. Worth, Tx 76161-0227**	**20/19/CPS12**	**94 Clinton St**	**4/11**	**$ 157.39**
N J S Holdings **720 Monroe St Ste E416-A** **Hoboken, NJ 07030**	**36/1/C003A**	**201 Harrison St/** **650 2nd St**	**2/11**	**$1,800.72**
Liang, Dun **1125 Maxell Lane #366** **Hoboken, NJ 07030**	**261.03/1/CP372**	**1125 Maxwell Lane**	**4/11**	**$ 118.93**

Meeting December 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
Sharon Curran

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 64,788.83**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Observer 9E, LLC 410 Gregory Avenue Weehawken, NJ 07086	2/5/C009E	415 Newark St	$ 73.96
Tsang, Siuki 415 Newark St #6C Hoboken, NJ 07030	2/5/CUL29	415 Newark St	$ 15.71
Mendler, Joseph & Denise M Kai 551 Observer Hwy Hoboken, NJ 07030	8/1/C0PHN	550-564 Newark St	$ 147.20
Delaware Delta LLC 341 Raven Circle Wyoming, De 19334	15/12	609-615 First St	$ 72.36
Frost, Jeffrey 74-76 Monroe St #3 Hoboken, NJ 07030	15/25/C0003	74-76 Monroe St	$ 492.43
Alpaugh, Scott 83 Monroe St #2A Hoboken, NJ 07030	16/11/C002A	73-87 Monroe St	$ 1,301.50
Miller, Christian & Catherine 70 Adams St #2A Hoboken, NJ 07030	18/4/C002A	70 Adams St	$ 360.13
Sklar, Jeffrey & Bernard 70 Adams St #2N Hoboken, NJ 07030	18/4/C0P50	70 Adams St	$ 33.36

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Miller, Christian & Catherine 70 Adams St #2A Hoboken, NJ 07030	18/4/C0P58	70 Adams St	$ 33.36
Carr, Brian G 84 Adams St #3A Hoboken, NJ 07030	18/30/C003A	78-88 Adams St	$ 585.07
Carr, Brian G 84 Adams St #3A Hoboken, NJ 07030	18/30/C00P9	78-88 Adams St	$ 54.54
Kuhnel, Jason 81 Grand St #4A Hoboken, NJ 07030	20/6/C004A	81 Grand St	$ 105.32
Demarchena, M & Sarah J Mutchler 89 Grand St #B Hoboken, NJ 07030	20/10/C000B	89 Grand St	$ 1,634.00
Chang, Kai-Lan 124 Monroe St #3 Hoboken, NJ 07030	27/21/C0003	124 Monroe St	$ 107.81
Koenig, Randi 360 First St #9 Hoboken, NJ 07030	32/1/COYDA	358-368 First St	$ 89.83
Heston, James & Maria 109 Grand St #204 Hoboken, NJ 07030	32/3/C0204	105-111 Grand St	$ 109.23
Gitlitz, Allan 26 Dester Road East Brunswick, NJ 08816	33/6/C0004	113 Clinton St	$ 238.56
Giamartino, David 113 Clinton St #5 Hoboken, NJ 07030	33/6/C0005	113 Clinton St	$ 1,866.75
Oberstein, Todd 558 Boulevard Westfield, NJ 07090	33/14/C-A-9	129 Clinton St	$ 380.00
Van Kleeck, Analee 252-256 First St #3 Hoboken, NJ 07030	34/36/C0003	252-256 First St	$ 307.52
Didato, Betty & Joseph Robert 235 Monroe St #15 Hoboken, NJ 07030	38/14/C0015	235 Monroe St	$ 950.00

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
1C Associates, LLC 711 Adams St Hoboken, NJ 07030	38/24/C001C	212-214 Madison St	$ 2,902.25
Bonaldi, John F Jr 308 Monroe St Hoboken, NJ 07030	47/29/C002L	308 Monroe St	$ 544.57
Imamichi, Tomoaki D & Waka Yos 313 Monroe St #4 Hoboken, NJ 07030	48/7/C0004	313 Monroe St	$ 2,968.75
Cichowski, Darin & Yr-Ri Cho 321 Adams St #5 Hoboken, NJ 07030	51/10/C0005	321 Adams St	$ 2,707.50
Soviero, Joseph S 321 Adams St #7 Hoboken, NJ 07030	51/10/C0007	321 Adams St	$ 39.42
Placke, Andrea Dorian 410 Jefferson St #3R Hoboken, NJ 07030	59/18/C003R	410 Jefferson St	$ 105.41
Vinegra, Suzanne 421 Adams St #1R Hoboken, NJ 07030	61/11/C001R	421 Adams St	$ 9.98
Grassie, Steven E 1600 S. Joyce St Apt 811 Arlington, Va 22202	67/12/C0001	523 Monroe St	$ 2,484.25
Hall, Ryan & Dana 507 Madison St #1 Hoboken, NJ 07030	68/4/C0001	507 Madison St	$ 20.28
Travis, Kiley 519 Adams St #3 Hoboken, NJ 07030	70/3/C0003	519 Adams St	$ 150.04
Larocca, Cathleen 618 Monroe St Hoboken, NJ 07030	74/25/C0001	618 Monroe St	$ 2,042.50
Singaravel, Rajesuwer & R Anan 613 Monroe St #2 Hoboken, NJ 07030	75/5/C0002	613 Monroe St	$ 497.81
Grasty, Jesse S & Andrea L 3450 28th Street Astoria, NY 11106	76/1/C09-A	603 Madison St	$ 2,981.37

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Leung, Kuen S & May 2116 Sayre Drive Princeton, NJ 08540	76/1/C09-C	603 Madison St	$ 1,787.42
Levine, Rebecca 601 Madison St #B Hoboken, NJ 07030	76/1/C10-B	601 Madison St	$2,981.37
Cunningham, Stacey 609-613 Jefferson St Hoboken, NJ 07030	77/6/C02-C	609-613 Jefferson St	$ 268.32
Manderioli, Danielle 727 Monroe St #202 Hoboken, NJ 07030	82/11/C0P-8	721-733 Monroe St	$ 15.71
Kelly, Michael & Laurie 727 Monroe St #308 Hoboken, NJ 07030	82/11/C0P11	721-733 Monroe St	$ 15.71
Singh, Richard M 717-719 Madison St #4S Hoboken, NJ 07030	83/9/C004S	717-719 Madison St	$ 326.39
Lobo, Gerrard 717-719 Madison St #5S Hoboken, NJ 07030	83/9/C005S	717-719 Madison St	$ 261.87
Fernandez, Jessica M 734 Adams St #2C Hoboken, NJ 07030	84/14/C002C	730-732 Adams St	$ 139.74
Essig, Brian 734 Adams St #2D Hoboken, NJ 07030	84/14/C002D	730-732 Adams St	$ 273.91
Brijall, Dhaneswar 718 Grand St #8 Hoboken, NJ 07030	85/16/C0008	718 Grand St	$ 202.94
Bedillion, Eric 812 Grand St #303 Hoboken, NJ 07030	91/1.02/C0303	812 Grand St	$ 162.48
Bedillion, Eric 812 Grand St #303 Hoboken, NJ 07030	91/1.02/C0303	812 Grand St	$ 33.36
Gallo, Ann Liang & Alexander 900 Jefferson St #2K Hoboken, NJ 07030	95/25/C002K	900-912 Jefferson St	$ 619.99

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
McCaugherty, Kimberly Ann 900-912 Jefferson St #3A Hoboken, NJ 07030	95/25/C003A	900-912 Jefferson St	$ 2,375.00
Laird, David A 2-Twelfth St #1209 Hoboken, NJ 07030	95/25/C004A	900-912 Jefferson St	$ 557.85
Lun, Marni D 1331 Grand St #207 Hoboken, NJ 07030	115/9.01/C0207	1317-27 Grand/1326 Clinton	$ 269.29
Lun, Marni D 1331 Grand St #207 Hoboken, NJ 07030	115/9.01/C0P22	1317-27 Grand/1326 Clinton	$ 33.36
Ricciardi, Eric 402 Ninth St #E2K Hoboken, NJ 07030	149/1/C0E2K	400-414 Ninth St	$ 197.11
Seaman, Kellie C 402 Ninth St #E3C Hoboken, NJ 07030	149/1/C0E3C	400-414 Ninth St	$ 114.33
Loyd, Lindsay L & Adam Berkowitz 1118 Clinton St #4E Hoboken, NJ 07030	156/5/CCP23	1118 Clinton/1117 Grand	$ 261.25
Mehos, Christopher J 711 Clinton St #7D Hoboken, NJ 07030	159/4/C007D	711 Clinton St	$ 1,962.14
Zatti, Stephanie 1001 Clinton St #3B Hoboken, NJ 07030	162/1/C003B	1001 Clinton St	$ 110.20
Donovan, Kevin P & Angela M 65 Mt. Airy Road Bernardsville, NJ 07924	162/3/C0P-1	1021A-27 Clinton St	$ 72.19
Yannotta, Victor 1023 Clinton St #4A Hoboken, NJ 07030	162/3/C0P-7	1021A-27 Clinton St	$ 72.19
O'Neill, Ryan 723 Willow Ave #4L Hoboken, NJ 07030	169/14/C004L	723 Willow Ave	$ 1,301.50
Chambers, Michael 163 Madison Ave River Edge, NJ 07661	173/6/C1-08	1109-1121 Willow Ave	$ 1,167.58

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Pransky, Jillian 9 Highmont Terrace Montclair, NJ 07042	173/24/C002R	1112 Park Ave	$ 183.09
Cappiello, Patrick & Debra 96 Garden St Hoboken, NJ 07030	176/9	96 Garden St	$ 3,800.00
Spivak, Dana 137-39 Park Ave #B Hoboken, NJ 07030	177/17.01/C000B	137-39 Park Ave	$ 1,045.00
Schultz, Joseph E 608 Grand St Hoboken, NJ 07030	177/17.04/C001R	209 Second St	$ 359.95
Marshalek, Michael S 736 Garden St #1 Hoboken, NJ 07030	182/34/C000A	736 Garden St	$ 202.88
Morris, Keith 84 Bloomfield St #2 Hoboken, NJ 07030	186/10/C0002	84 Bloomfield St	$ 375.20
Lazar, Jill 93 Garden St #2 Hoboken, NJ 07030	187/4/C0002	93 Garden St	$ 1,282.50
Tan, Lin Y 121-125 Garden St #3B Hoboken, NJ 07030	188/11/C003B	121-125 Garden St	$ 174.00
Yerovi, Luis Jr & Mai El-Khoury 123 Garden St #4B Hoboken, NJ 07030	188/11/C004B	121-125 Garden St	$ 466.04
McGinnis, Andrew 201-03 Bloomfield St #8 Hoboken, NJ 07030	201/1/C0008	201-03 Bloomfield St	$ 466.03
Nair, Rajesh R & Sia Khim Lim 411 Washington St #4 Hoboken, NJ 07030	215/6/C0004	411 Washington St	$ 176.42
Polachek, Susan 600 Hudson St #6D Hoboken, NJ 07030	217.01/30/C006D	600 Hudson St	$ 287.80
Tekirian, Melanie B & Dillon D 819 Washington St #5 Hoboken, NJ 07030	219/10.01/C0005	819 Washington St	$ 306.79

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Kelly, Kimberly & Daniel Patar 930 Hudson St #2 Hoboken, NJ 07030	220/26/C0002	930 Hudson St	$ 950.00
Sullivan, Jeffrey D 930 Hudson St #4 Hoboken, NJ 07030	220/26/C0004	930 Hudson St	$ 2,612.50
Victor Hotel LLC c/o Uzzo 287 Bowman Ave Purchase, NY 10577	222/1	77 Hudson St	$ 3,067.69
Cheung, Mary 1101-03 Washington St #9 Hoboken, NJ 07030	243/1/C0009	1101-03 Washington St	$ 266.13
Biancamano, Peter C & Mario 1125 Washington St #1F Hoboken, NJ 07030	243/14/C0001	1125 Washington St	$ 408.31
Jenkins, Kristen Leigh 1313 Park Ave #2B Hoboken, NJ 07030	254/10/C0P-3	1313-1317 Park Ave	$ 185.16
Danzker, Lynn 1313 Park Ave #2D Hoboken, NJ 07030	254/10/C0P11	1313-1317 Park Ave	$ 185.16
Ostrovsky, David 1313 Park Ave #4A Hoboken, NJ 07030	254/10/C0P14	1313-1317 Park Ave	$ 185.16
Pappas, Cassandra 207 Fourteenth St #4R Hoboken, NJ 07030	254/14/C004R	207 Fourteenth St	$ 214.85
Smith, Howard J & Stacy L Mine 150 Fourteenth St #205 Hoboken, NJ 07030	255/2/C0205	150 Fourteenth St	$ 159.81
Zijm, Donald 410 Union Blvd Totowa, NJ 07512	255/2/C0404	150 Fourteenth St	$ 132.84
Simon, Steve & Allison 150 Fourteenth St #604 Hoboken, NJ 07030	255/2/C0604	150 Fourteenth St	$ 297.17
Hofbauer, Richard C & Diana Pa 1025 Maxwell Lane #903 Hoboken, NJ 07030	261.04/1/C0903	1025 Maxwell Lane	$ 3,063.75

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Farag, Nabila T 23 Westbrook Drive Morganville, NJ 07751	261.04/1/CP105	1025 Maxwell Lane	$ 29.13
Ozer M.D., Harvey L 2 Constitution Court #913 Hoboken, NJ 07030	262.03/1/C0913	2 Constitution Court	$ 1,909.50

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 69,123.54**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Davenport & Spiotti
219 Changebridge Road
Montville, NJ 07045

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Hayes, Gregory	8/1/C007E	550-564 Newark St	$ 745.75
Lindamood, Charles III	15/6/C0P-5	81-87 Jackson St	$ 185.25
70 Adam St LLC c/o Bhartiya	18/4/C0P-1	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-2	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-3	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-4	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-5	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-6	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-7	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-8	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P-9	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P18	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P21	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P22	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P35	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P69	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P70	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P72	70 Adams St	$ 33.36
70 Adam St LLC c/o Bhartiya	18/4/C0P76	70 Adams St	$ 33.36
O'Brien, Raymond	20/7/C005A	83-85 Grand St	$ 153.16
DiStefano, David & Emily Wicker	20/7/C005B	83-85 Grand St	$ 755.74
Graham, Clifford & Louise	22/4/C005W	261 First St	$ 522.50
Yu, Stephen	25/1/C16PT	700 First St	$ 807.50
McLaren, Edward & Dawn Fitzpatrick	32/28/C003B	100 Clinton St	$ 1,280.43
Raghavan, Hari	36/26/C0005	214-216 Jackson St	$ 208.28
Lund, Elizabeth	36/29/C0003	210 Jackson St	$ 491.97

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
DiMeglio, Francesco Jr	38/14/C0012	235 Monroe St	$ 522.34
Lafland, Jonathan	41/5/C0005	209 Adams St	$ 204.21
Sarin, Gautum & A Arora	41/10.02/C003H	222-32 Grand St	$ 60.76
Orye, Joshua W & Sarah H	43/13/C0301	223 Clinton St	$ 1,529.50
Badaan, Jaime	48/11/C0002	321 Monroe St	$ 724.38
Jochnowitz, Carol	52/1	301 Grand St	$ 2,850.00
Duignan, John	52/17/C0003	331-333 Grand St	$ 1,201.75
Klein, Scott C	57/18/C0008	412 Monroe St	$ 439.12
Kumar, Pravin & Janaki	58/25/C0003	400 Madison St	$ 20.64
Kumar, Pravin	58/25/C0005	400 Madison St	$ 1,876.25
530 Monroe Affordable Housing LLC	66/19	530 Monroe St	$ 8,070.25
Iacobelli, Edward T	70/11/C0606	522-532 Grand St	$ 758.05
Iannuccilli, Peter J & A Brancazio	76/1/C09-B	603 Madison St	$ 2,981.37
Marth, William R	77/6/C04-B	609-613 Jefferson St	$ 182.94
McIntosh, Richard & Elise	77/25/C0008	612-614 Adams St	$ 241.41
Rahn, Martin & Wendy	91/1.02/C0415	812 Grand St	$ 162.48
Kim, Jae H	95/6/C005A	915 Madison St	$ 1,325.25
Urbano, Brian L	96/1/C0458	456 Ninth St	$ 413.25
Thannikkary, Chanchamma	155/3/C002A	1021 Grand St	$ 372.06
Spadafino, Jenine	155/5/C0107	1026-34 Clinton St	$ 443.88
Hakim, Mark	156/5/CCP-3	1118 Clinton/1117 Grand	$ 261.25
Yanoff, Lauren	156/5/CCP18	1118 Clinton/1117 Grand	$ 72.19
Watkins, James P & Alayna & Somaya	159/15/C0007	728 Willow Ave	$ 236.25
Zurkovsky, Henry & Adelina	159/21/C002R	706 Willow Ave	$ 354.75
Ruthman, James & Barbara	162/1/C006F	1001 Clinton St	$ 144.37
Heffernan, James & Lorraine	162/3/C005C	1021A-27 Clinton St	$ 217.92
Shulmistra, Dale	163/9/C002R	1132 Willow Ave	$ 1,353.75
Cunningham, Stephen	163/9/C004R	1132 Willow Ave	$ 1,852.50
Maloney, Terres	166/14/C004F	329 Willow Ave	$ 1,244.50
Waters, Andrew C	168/28/C005B	622 Park Ave	$ 779.00
Schramm, Geoffrey & Michele Baker	173/6/C1-10	1109-1121 Willow Ave	$ 1,040.25
DeMasi, Daniel	173/6/C3-10	1109-1121 Willow Ave	$ 62.30
Nemes, Sidney M	179/33/C0001	324 Garden St	$ 332.50
Davis, Laurie	188/16/C0001	135 Garden St	$ 1,615.00
Grace, Emily	188/16/C0006	135 Garden St	$ 2,223.00
Taylor, Trisha	196/1/C0003	901 Garden St	$ 46.28
Cordt LLC	215/11.01	421 Washington St	$ 2,389.25
Rieling, George T	243/26/C003B	1108 Hudson St	$ 760.00
Facquet, Brian & Benat	245/10/C04-A	51-53 Fourteenth St	$ 3,059.00
Reid, Ira A & Patricia	251/18/C005B	1320 Bloomfield St	$ 757.08
Reid, Ira A & Patricia A	251/18/C00P4	1320 Bloomfield St	$ 54.54
Bachkosky, Joseph S & Lauren R	262.03/1/C0309	2 Constitution Court	$ 3,030.50
Gartland, Candace J	262.03/1/C0605	2 Constitution Court	$ 633.52
Waldron, Albert Douglas	262.03/1/C0701	2 Constitution Court	$ 1,045.00
Lada, Justin R	262.03/1/C1105	2 Constitution Court	$ 1,054.50
Daniels, James D & Sharon & J & D	268.01/2/C002O	1500 Washington St	$ 855.00
Fisher, Tiffanie M	268.01/3/C002H	1500 Hudson St	$ 4,631.25
Hoard, Rita V	268.01/3/C007G	1500 Hudson St	$ 4,165.75
Wentzel, Eric L & Barbara F	268.01/3/C010J	1500 Hudson St	$ 4,089.75
Stanek, Jeremy M	268.01/3/C012G	1500 Hudson St	$ 665.00

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 14,582.41**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Gess, Gess & Scanlon
89 Hudson Street
Hoboken, NJ 07030

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Figueiredo, Carlos & N Fernand	2/5/CLL52	415 Newark St	$ 15.71
Caulfield, James F & Kathryn A	2/5/CUL01	415 Newark St	$ 16.11
Byard, Donal	2/5/CUL40	415 Newark St	$ 15.71
Schultz, Rebecca	7/4/C004B	610 Newark St	$ 124.43
Sterling, Lauren	18/4/C0P73	70 Adams St	$ 33.36
Tucker, Kathryn G	18/30/C003B	78-88 Adams St	$ 630.33
Bubniak, Jay & Cynthia	18/30/C004B	78-88 Adams St	$ 630.33
Tucker, Kathryn G	18/30/C00P8	78-88 Adams St	$ 54.54
Bubniak, Jay & Cynthia	18/30/C0P10	78-88 Adams St	$ 54.54
Ward, John L	20/28/C004E	82 Clinton St	$ 191.41
Elsayed, Aladdin & Satminder Kaur	25/1/C005E	700 First St	$ 356.89
Whitaker, David & Rebekah George	36/26/C0002	214-216 Jackson St	$ 208.28
Gilabert, Eric A & Christelle Mouth	36/26/C0004	214-216 Jackson St	$ 2,840.50
Portera, Laila	40/31/C0004	452-454 Second St	$ 187.08
Guido, Nicholas	59/18/C001R	410 Jefferson St	$ 1,529.50
McGinnis, Joseph & Leighann	79/15/C003A	610-612 Clinton St	$ 665.38
McGinnis, Joseph & Leighann	79/18/C0P-2	610-612 Clinton St	$ 185.25
Murray, Peter	85/16/C0004	718 Grand St	$ 1,030.97
Adler, Peter & Karl	87/13/C004G	824-830 Monroe St	$ 225.71
Cistelecan, Dana Sabina	89/12/C0P31	501 Ninth St	$ 15.63
Wright, Paul E	149/1/C0W2F	400-414 Ninth St	$ 1,145.72
Revello, Steven	155/3/C002G	1021 Grand St	$ 84.91
Fertakos, Jenna & David Klueger	156/5/CCP16	1118 Clinton/1117 Grand	$ 72.19
Allen, Stephen T & Kimberly D	167/17/C0003	520 Park Ave	$ 487.81
Monos, Nicholas	177/1.01/C002F	101 Park Ave	$ 217.45
Thleme, Michael	192/22/C0001	159-161 Sixth St	$ 346.84

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Rapkin, Steven	218/8/C001A	727 Washington St	$ 977.54
Maymi, Carlos & Steve Rapkin	218/8/C003C	727 Washington St	$ 349.75
Patel, Melissa & Nirav R	262.03/1/C0809	2 Constitution Court	$ 824.40
Mayrose, Jennifer E & Joseph M	262.03/1/C0905	2 Constitution Court	$ 631.89
Kore, Avner & Rahel	268.01/3/C007D	1500 Hudson St	$ 432.25

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 41.30**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Jacobus & Associates
301 South Livingston Ave
Suite 105
Livingston, NJ 07039

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Mangione, Joseph, Mary Ann Etals	152/1/C003A	701-709 Grand St	$ 41.30

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 533.94**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

McKirdy & Riskin, P.A.
136 South Street
P O Box 2379
Morristown, NJ 07962

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
450 ITC Realty LLC	84/1/C0LL4	450 Seventh St	$ 533.94

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 142.50**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Michael A Vespasiano, Esq.
331 Main Street
Chatham, NJ 07928

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Levine, Cari-Ann	25/1/C015P	700 First Street	$ 142.50

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 2,484.25**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Nathan P. Wolf, Esq.
673 Morris Avenue
Springfield, NJ 07081

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
Decker, Erik S & Marla A	268.01/1/C002G	1501 Garden/1500 Bloom	$ 2,484.25

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2012 TAX APPEALS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 9,357.50**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Zipp & Tannenbaum, LLC
Attorneys at Law
166 Gatzmer Avenue
Jamesburg, NJ 08831

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
PSE&G Corporate Properties	141/12	1622-28 Willow Ave	$ 7,125.00
PSE&G Corporate Properties	146/4	1700-02 Willow Ave	$ 2,232.50

Meeting: DECEMBER 19, 2012

Approved as to Form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

Sponsored by:_____

Seconded by:_____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meeting and special meeting of August 15, 2012, regular and special meeting for September 5, 2012, special meeting September 12, 2012, and regular meeting September 19, 2012 have been reviewed and approved as to legal form and content.

_____
Approved as to form:

Meeting Date: December 19, 2012

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION CONFIRMS AN INCREASE IN THE NOT TO EXCEED AMOUNT OF AN EMERGENCY CONTRACT AWARDED TO T. FARESE DIRECT FOR DEBRIS REMOVAL SERVICES IN THE WAKE OF HURRICANE SANDY – IN AN INCREASED NOT TO EXCEED AMOUNT OF TEN THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS ($10,257.50**) WITHOUT ANY CHANGE TO THE TERM**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11, which were each confirmed by the City Council at its November 13, 2012 meeting; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, ratified by the Council to T. Farese Direct for a total contract amount of One Hundred Thirty Three Thousand Five Hundred Dollars ($133,500.00), with a seven (7) day term to commence on November 5, 2012; and,

WHEREAS, thereafter the Administration contracted with T. Farese Direct for additional work providing debris removal services, for an additional one month period, to terminate on December 13, 2012, and for an additional not to exceed amount of One Hundred Fifty Thousand Dollars ($150,000.00); and,

WHEREAS, the City required additional work beyond that budgeted for in the first amendment to the contract, and the Administration hereby reeks ratification by the City Council of an increase in the not to exceed amount of Ten Thousand Two Hundred Fifty Seven Dollars and Fifty Cents ($10,257.50); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $10,257.50 is available in the following appropriation _____ in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the amended emergency contract with the below listed vendor is authorized and ratified for an additional amount not to exceed Ten Thousand Two Hundred Fifty Seven Dollars

and Fifty Cents ($10,257.50) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the original proposal, resolution and contract shall govern this amendment.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an amended agreement, for the above referenced goods and/or services based upon the following information:

T. Farese Direct
PO Box #23
Belleville, New Jersey 07109

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

T. Farese & Sons, Inc.
Direct Recycling, LLC.
P.O. Box 23, Belleville, New Jersey 07109
Tel:(973) 242-8008

CUSTOMER NO
004962
INVOICE DATE
11/26/2012
INVOICE NO
0000236634

BILL TO:

City of Hoboken
94 Washington St
Department of Purchasing
Hoboken, NJ 07030

SERVICE ADDRESS:

94 Washington St
Department of Purchasing
Hoboken, NJ 07030

SERVICE DATE	TERMS	DUE DATE	SALES REP
	Net 30 Days	12/26/2012	

SERVICE DATE	DESCRIPTION	CONT. COUNT	QTY/WGHT	UNIT PRICE	AMOUNT
11/20/12	LABORERS		24.00	45.00	1,080.00
11/20/12	LABORERS		24.00	45.00	1,080.00
11/20/12	LABORERS		24.00	45.00	1,080.00
11/20/12	LABORERS		24.00	45.00	1,080.00
11/20/12	SUPERVISOR W/TRUCK		24.00	75.00	1,800.00
11/20/12	TRUCK RENTAL - PACKER		24.00	175.00	4,200.00
11/20/12	TRUCK RENTAL - PACKER		24.00	175.00	4,200.00
11/20/12	TRUCK RENTAL - ROLL-OFF		24.00	175.00	4,200.00
11/23/12	SKID STEER W/GRAPPLE		8.00	150.00	1,200.00
11/23/12	SKID STEER W/GRAPPLE		8.00	150.00	1,200.00
11/23/12	LOADER		8.00	195.00	1,560.00
11/23/12	LOADER		8.00	195.00	1,560.00
11/23/12	LABORERS		8.00	45.00	360.00
11/23/12	LABORERS		8.00	45.00	360.00
11/23/12	LABORERS		8.00	45.00	360.00
11/23/12	LABORERS		8.00	45.00	360.00
11/23/12	SUPERVISOR W/TRUCK		8.00	75.00	600.00

CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	AMOUNT DUE	$293,757.50
293,757.50	0.00	0.00	0.00	0.00		

TEAR ON ABOVE PERFORATED LINE AND RETURN STUB WITH PAYMENT

BILL TO:	CUSTOMER NO	INVOICE DATE	INVOICE NO	INVOICE AMOUNT
City of Hoboken 94 Washington St Department of Purchasing Hoboken, NJ 07030	004962	11/26/2012	0000236634	$ 83,040.00
	AMOUNT PAID		CHECK NO	

REMIT TO:

T. Farese & Sons, Inc.
Direct Recycling, LLC.
P.O. Box 23
Belleville, NJ - 07109

Continued on Next Page

T. Farese & Sons, Inc.
Direct Recycling, LLC.
P.O. Box 23, Belleville, New Jersey 07109
Tel:(973) 242-8008

CUSTOMER NO
004962
INVOICE DATE
11/26/2012
INVOICE NO
0000236634

BILL TO:

City of Hoboken
94 Washington St
Department of Purchasing
Hoboken, NJ 07030

SERVICE ADDRESS:

94 Washington St
Department of Purchasing
Hoboken, NJ 07030

SERVICE DATE	TERMS	DUE DATE	SALES REP
	Net 30 Days	12/26/2012	

	DESCRIPTION	CONT. COUNT	QTY/WGHT	UNIT PRICE	AMOUNT
001 - City of Hoboken - 94 Washington St					
11/19/12	SKID STEER W/GRAPPLE		16.00	150.00	2,400.00
11/19/12	SKID STEER W/GRAPPLE		16.00	150.00	2,400.00
11/19/12	LOADER		16.00	195.00	3,120.00
11/19/12	LOADER		16.00	195.00	3,120.00
11/19/12	LABORERS		16.00	45.00	720.00
11/19/12	LABORERS		16.00	45.00	720.00
11/19/12	LABORERS		16.00	45.00	720.00
11/19/12	LABORERS		16.00	45.00	720.00
11/19/12	SUPERVISOR W/TRUCK		16.00	75.00	1,200.00
11/19/12	TRUCK RENTAL - PACKER		16.00	175.00	2,800.00
11/19/12	TRUCK RENTAL - PACKER		16.00	175.00	2,800.00
11/19/12	TRUCK RENTAL - ROLL-OFF		16.00	175.00	2,800.00
11/20/12	SKID STEER W/GRAPPLE		24.00	150.00	3,600.00
11/20/12	SKID STEER W/GRAPPLE		24.00	150.00	3,600.00
11/20/12	LOADER		24.00	195.00	4,680.00
11/20/12	LOADER		24.00	195.00	4,680.00

CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	AMOUNT DUE	$293,757.50
293,757.50	0.00	0.00	0.00	0.00		

TEAR ON ABOVE PERFORATED LINE AND RETURN STUB WITH PAYMENT

BILL TO:	CUSTOMER NO	INVOICE DATE	INVOICE NO	INVOICE AMOUNT
City of Hoboken 94 Washington St Department of Purchasing Hoboken, NJ 07030	004962	11/26/2012	0000236634	$ 83,040.00
	AMOUNT PAID		CHECK NO	

REMIT TO:

T. Farese & Sons, Inc.
Direct Recycling, LLC.
P.O. Box 23
Belleville, NJ - 07109

Continued on Next Page

Introduced By:_____

Seconded By:_____

City of Hoboken

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

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

City of Hoboken TD Bank Comp Service #4241481326

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

RESOLVED, that the TD Bank, which administer the accounts noted above shall be furnished with a certified copy of this resolution.

MEETING: December 19, 2012

APPROVED AS TO FORM:

Quentin Wiest	**Mellissa Longo**
Business Administrator	**Corporation Counsel**

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

Sponsored: _____

Seconded: _____

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

RESOLUTION TO TRANSFER BALANCES FROM STALE TRUST ACCOUNTS TO THE CURRENT FUND ACCOUNT

WHEREAS balances exist in various trust reserves that have remained unchanged for a number of years and,

WHEREAS these balances have been deemed to be unencumbered and,

WHEREAS the City Council wishes to cancel said balances.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken, that the following balances be hereby cancelled and that the sum of $77,950.09 be transferred from the applicable trust account to the Current Fund Account as Miscellaneous Revenues Not Anticipated.

	Balance December 31, 2011
Reserve for:	
QCA Allied Risk	$ 73,966.47
CCSMI Workers Compensation	2,251.68
	$ 76,218.15
Add: Stale checks canceled by prior resolution	$ 1,731.94
Total reserve canceled	$ 77,950.09

Meeting date: December 19, 2012

Reveiwed By:

_____
Quentin Weist
Business Administrator

Approved as to Form:

_____
Mellissa Longo
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AUTHORIZING INTRODUCTION OF ORDINANCES IN THE YEAR PRIOR TO ADOPTION OF SAID ORDINANCES DURING THE TERM OF THE PRESENT CONSTITUTION OF THE CITY COUNCIL

WHEREAS, for nearly a century, case law has held that there can be no adoption of an ordinance on second reading by a governing body in the year subsequent to the date of the introduction and first reading; however, the case law presumes terms of office which end on December 31 of each year, and consequently that some of the members have just begun new terms of office since the introduction of the ordinance;

WHEREAS, under those forms of government where elections are not held every calendar year and/or terms of office do not commence on January 1, however, introduction in December and adoption in January may be permissible so long as the local legislation provides explicitly that the governing body should be deemed to be continuous during the two or four years they sit together.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that, during the term of the presently constituted City Council, the governing body of the City of Hoboken shall be deemed to be continuous during the two years it sits together without reconstitution due to regular elections, and further authorizes adoption of ordinances in any given year which were introduced on first reading in the immediately preceding year without requiring the legislation to be placed back on first reading in the year it will be adopted.

Meeting Date: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION CONFIRMS AN EMERGENCY CONTRACT AWARDED TO BUCKS CO. INTERNATIONAL (NJ STATE CONTRACT #T-2787-79123) FOR REPLACEMENT OF TWO DUMP TRUCKS AND ACCESSORIES, INCLUDING SNOW ACCESSORIES, DUE TO DAMAGE AND DESTRUCTION OF ORIGINAL VEHICLES AND EQUIPMENT OF THE CITY IN THE WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY TWO THOUSAND TWO HUNDRED THIRTY TWO DOLLARS ($242,232.00) FOR GOODS TO BE PROVIDED WITHIN SIXTY DAYS (60) OF TRANSMISSION OF THIS ACCEPTANCE OF THEIR OFFER

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a New Jersey State Contractor (#T-2787/#79123) for two dump trucks and accessory equipment, including snow accessories, for the City for necessary replacement of vehicles and thereafter entered into an emergency contract for purchase of said vehicles in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11 and the laws allowing for contracting with State Contractors; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Bucks Co. International for the PURCHASE of said vehicles following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Bucks Co. International for a total contract amount of Two Hundred Forty Two Thousand Two Hundred Thirty Two Dollars ($**242,232.00**), for goods to be provided within sixty (60) days of transmission of this acceptance of their offer; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $242,232.00 is available in the following appropriation 2-01-46-870-015 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency PURCHASE contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Forty Two Thousand Two Hundred Thirty Two Dollars ($**242,232.00**), as follows:

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

2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties, except that the Administration is authorized to PURCHASE an extended warranty on each vehicle purchased under this agreement, subject to certification of funds.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Bucks Co. International
134 Old Oxford Road
Langhorne, PA 19047

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 19, 2012

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

BUCKS CO. INTERNATIONAL
134 OLD OXFORD RD.
LANGHORNE, PA 19047
EM: LARRY@BUCKSCOUNTYINTERNATIONAL.COM
TP: 267-397-4000 FAX: 215-493-1061

Date: 08/27/12

To: CITY OF HOBOKEN
ATTN: FREDDIE MORET
VALID THROUGH:
6/15/11 - 6/14/14
EMAIL
P 201-420-2385
F 201-420-5642

QUOTATION FROM:
Quotation #: NJDOT
T-2787 - CONTRACT #79123

Terms: NET 30
FOB:
Delivery: TO BE DETERMINED AT TIME OF ORDER

MUST BE ORDERED THROUGH
BUCKS CO INTERNATIONAL - TP#: (267)397-4000 - CONTACT: LARRY HANSHAW

Quantity	Description		
	LINE #1 - CAB AND CHASSIS - SECTION #3.4.1	$69,013.00	
	BRAND: INTERNATIONAL - CURRENT YEAR MODEL		
	MODEL: 7400 4X2		
	CAB & CHASSIS, 39,000 LB. GVWR WITH 84" CA TO		
	ACCOMMODATE 10 FT DUMP BODY AND 100" CA FOR USE		
	WITH OPTIONAL BRINE TANK		
	39,000 GVWR: 16,000 LB. FRONT, 23,000 LB. REAR		
	MAXFORCE DT 270 HP, 860 FT/LBS. 6 SPEED ALLISON		
	3500 RDS SERIES TRANSMISSION AND 160 AMP		
	ALTERNATOR, AS SPECIFIED IN SECTION 3.4.1		
	AIR DRIER		
	TILT STEERING WHEEL		
	VERTICAL EXHAUST		
	AM/FM RADIO		
	POWER PORT		
	ENGINE BLOCK HEATER		
	FUEL/WATER SEPERATOR		
	50 GALLON FUEL TANK		
	AIR SUSPENSION DRIVER SEAT		
	HEATED MIRRORS		
	AIR SUSPENSION CAB		
	HEATER WITH DEFROSTER		
	STANDARD PAINT COLORS - WINTER WHITE		

BUCKS CO. INTERNATIONAL
134 OLD OXFORD RD.
LANGHORNE, PA 19047
EM: LARRY@BUCKSCOUNTYINTERNATIONAL.COM
TP: 267-397-4000 FAX: 215-493-1061

Date: 08/27/12

To: CITY OF HOBOKEN
ATTN: FREDDIE MORET
VALID THROUGH:
6/15/11 - 6/14/14

Quotation From:
Quotation #: NJDOT
T-2787 - CONTRACT #79123

EMAIL _
P 201-420-2385
F 201-420-5642

Terms: NET 30
FOB:
Delivery: SEE PAGE 1

Quantity	Description		
	LINE #2 - ALUMINUM DUMP BODY - SECTION 3.4.2 & 3.4.3 RUSTPROOFING MUNCIE HOT SHIFT PTO GALION 10' **ALUMINUM** DUMP BODY WITH HOIST 2" THICK LUMBER SIDE BOARDS WITH SS BOLTS/NUTS ELECTRIC ROLLER ASSEMBLY WITH ALUMINUM ARMS AND ASPHALT COVER WITH FLAPS BOSCH REXROTH HYDRAULIC SYSTEM INCLUDES: HEAVY DUTY CHANNEL TYPE FRONT BUMPER MUD SHIELDS AND MUD FLAPS 7-WIRE RECEPTACLES 15 TON PINTLE HOOK SAFETY LIGHTING TRUCK MOUNTED IMPACT ATTENUATOR BRACKETS	$40,823.00	
	LINE #3 - HYD UNDER T/G SPREADER - SECTION 3.4.4 INCLUDES: BUYERS SS HYD UNDER TAILGATE SPREADER 4" WHITE LED SPREADER LIGHT IN ALUMINUM HOUSING	$2,455.00	
	LINE #4 - SNOWPLOW TRUCK HITCH - SECTION 3.4.5 INCLUDES: GODWIN MODEL GN200 BUMPER AXLE PLOW HITCH	$800.00	
	LINE #5 - PRE-WETTING SYSTEM - SECTION 3.4.6 INCLUDES: BOSCH PRE-WET SYSTEM, 240 GALLONS	$4,200.00	

BUCKS CO. INTERNATIONAL
134 OLD OXFORD RD.
LANGHORNE, PA 19047
EM: LARRY@BUCKSCOUNTYINTERNATIONAL.COM
TP: 267-397-4000 FAX: 215-493-1061

Date: 08/27/12

To: CITY OF HOBOKEN
ATTN: FREDDIE MORET
VALID THROUGH:
6/15/11 - 6/14/14
EMAIL _
P 201-420-2385
F 201-420-5642

Quotation #: NJDOT
T-2787 - CONTRACT #79123

Terms: NET 30 DAYS
FOB:
Delivery: SEE PAGE 1

Quantity			
	LINE #7 - FLASHING ARROWBOARD - SECTION 3.4.8 INCLUDES: TRAFCON MODEL MB4-13 VEHICLE MOUNT ARROWBOARD	$1,408.00	
	LINE #8 - COAL DOOR - SECTION 3.4.9 INCLUDES: GALION ALUM TAILGATE W/CENTER MOUNT DOOR CHUTE	$340.00	
	LINE #9 - TEMP MONITORING SYSTEM - SECTION 3.4.10 VAISALA SURFACE PATROL PAVEMENT TEMPERATURE SENSOR	$977.00	
	TOTAL		$120,016.00

BUCKS CO. INTERNATIONAL
134 OLD OXFORD RD.
LANGHORNE, PA 19047
EM: LARRY@BUCKSCOUNTYINTERNATIONAL.COM
TP: 267-397-4000 FAX: 215-493-1061

Date: 08/27/12

To: CITY OF HOBOKEN
ATTN: FREDDIE MORET
VALID THROUGH:

Quotation #: NJDOT
ADD-ON OPTIONS
NOT ON CONTRACT #79123

EMAIL _
P 201-420-2385
F 201-420-5642

Terms: NET 30 DAYS
FOB:
Delivery: SEE PAGE 1

Quantity			
	ADDITIONAL OPTIONS AVAILABLE:		
	AIR CONDITIONING INSTALLED ON NEW TRUCK	$1,100.00	
		120,016.00	
		$121,116.00	
	NOTE: ADDITIONAL OPTIONS MUST BE DETAILED ON SEPARATE PURCHASE ORDER.		

$ 242,232

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

T-2787
Dump Truck, 39,000 lb. GVWR Cab & Chassis, with Optional Aluminum Dump Body, Material Spreader, Pre-Wetting System, Snowplow Hitch, Arrowboard & Access.
11-X-21999

Identification of State Contract Manager

June 27, 2011

Please direct all inquiries to the State Contract Manager identified below:

State Contract Manager:	Each Using Agency's Fiscal Officer
Address:	Various
Telephone Number:	Various
Fax Number:	Various
E-Mail Address:	Various

Pursuant to the Circular Letter entitled "State Contract Manager," this individual is responsible for the overall management and administration of the contract. The circular letter is available at http://www.state.nj.us/infobank/circular/circindx.htm.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO REJOIN THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City of Hoboken is in need of property and casualty insurance; and,

WHEREAS, prior to entering into any contract to obtain insurance, the City shall secure full and open competition among insurers; and,

WHEREAS, pursuant to Section 20A-30 of the City Code, no provider of insurance to the City shall pay to any insurance consulting service provider to the City, or to any other third party, any form of compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining the City's insurance; and,

WHEREAS, pursuant to Section 20A-33 of the City Code, the City's insurance broker sought quotations for property and casualty insurance from potential providers including three (3) Joint Insurance Funds; and,

WHEREAS, numerous local governmental units in the State of New Jersey have joined together to form Joint Insurance Funds as permitted by P.L. 1983, c. 372 (N.J.S.A. 40A:10-36); and,

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and,

WHEREAS, the Governing Body of the City of Hoboken has determined that the proposal of the Garden State Municipal Joint Insurance Fund is in the best interest of the City and its citizens; and,

WHEREAS, the Governing Body of the City of Hoboken has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund (hereinafter referred to as the "Fund") subject to the acceptance of its assessment; and,

WHEREAS, the Fund has agreed that it will make no payment to any insurance consulting service provider to the City, or, to any other third party, any form of compensation as stated above;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the City of Hoboken (hereinafter referred to as the "Municipality") does hereby resolve and agree to renew its membership in the Fund for a period not to exceed three (3) years beginning January 1, 2013 to December 31, 2015 for the purpose of establishing the following types of coverage:

- Worker's Compensation and Employer's Liability;
- General Liability including Law Enforcement and Public Officials Liability;
- Motor Vehicle Liability;
- Property Damage (buildings, contents, equipment, and motor vehicle)

and,

BE IT FURTHER RESOLVED, that the Municipality has never defaulted on claims and has not been canceled for nonpayment of insurance premiums for a period of at least two (2) years prior to the adoption of this Resolution; and,

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon approval by the New Jersey Department of Insurance and the New Jersey Department of Community Affairs.

Meeting date: December 19, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN
ORDINANCE NO._____

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED)
Approval; (75 Bloomfield Street, 528 Bloomfield Street, 119 Willow Avenue)

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HERE BY ORDAIN AS FOLLOWS:

Section 1:

Handicapped Parking

Section 192-4 is hereby amended to add the following restricted handicapped parking spaces:

Maria Colon 75 Bloomfield Street: east side of Bloomfield Street, beginning at a point of 110 feet south of the southerly curbline of Newark Street and extending 22 feet southerly therefrom.

Kenneth Maarleveld 528 Bloomfield Street: west side of Bloomfield Street, beginning at a point of 95 feet south of the southerly curbline of Sixth Street and extending 22 feet southerly therefrom.

Riccardo Annunziata 119 Willow Avenue: east side of Willow Avenue, beginning at a point of 173 feet south 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

Date of Introduction: December 19, 2012

Approved as to Legal Form:

_____
Mellissa Longo, 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 _____, 2013

_____
Dawn Zimmer, Mayor

First Reading: December 19, 2012

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

Final Reading January 2, 2012

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

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 46 ENTITLED "PUBLIC PROPERTY" TO INCLUDE A SMOKING PROHIBITION WITHIN THE BOUNDARIES OF ALL PUBLIC PARKS WITHIN THE CITY OF HOBOKEN

WHEREAS, the City has begun to work to prevent the serious health effects related to smoking, and second hand smoke on City property by way of Ordinance Z-205, adopted in mid-2012; and,

WHEREAS, the City finds that restrictions on the smoking of tobacco and similar products in public areas where nonsmokers may be subject to the effects of second hand smoke will preserve and protect the health, safety and welfare of the general public, and, as it relates to public parks, specifically the health, safety and welfare of children.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

SECTION ONE: AMENDMENTS TO THE SUBSTANCE OF HOBOKEN CODE CHAPTER 46:

ARTICLE II: City Buildings

46-10 Smoking Restrictions

A. The rules and regulations of the Smoke Free Air Act, N.J.S.A. 26:3D-55, shall be complied with at all times while on City property or within City buildings.
B. Smoking is prohibited within all buildings owned, rented or leased by the City of Hoboken.
C. Outdoor smoking is prohibited within 25 feet of any entrance to or air intake duct on any building owned, rented or leased by the City of Hoboken.
D. Outdoor smoking is prohibited within any outdoor courtyard or atrium on any property owned, rented or leased by the City of Hoboken.
E. Enforcement of this Article II of Chapter 46 shall be effectuated by the City's Health Officer(s), and the Hoboken Police Department.
F. Violations and penalties of this Article II of Chapter 46 shall be governed by and subject to Hoboken Code § 115-11 – Violations and Penalties, except where expressly and exclusively governed by the violations and penalties of the Smoke Free Air Act, N.J.S.A. 26:3D-55 et seq..

[40-11 through 4-19 RESERVED]

ARTICLE III: Public Parks

46-20 Smoking Restrictions

G. The rules and regulations of the Smoke Free Air Act, N.J.S.A. 26:3D-55, shall be

complied with at all times while on City property, including both indoor and outdoor City-owned playgrounds, City-owned dog runs, and City-owned recreational fields.

H. Smoking is prohibited within the boundaries of all City-owned playgrounds, City-owned dog runs, and City-owned recreational fields. This restriction applies to both indoor and outdoor areas of each City-owned playgrounds, City-owned dog runs, and City-owned recreational field.

I. Enforcement of this Article III of Chapter 46 shall be effectuated by the City's Health Officer(s), and the Hoboken Police Department.

J. Violations and penalties of this Article III of Chapter 46 shall be governed by and subject to Hoboken Code § 115-11 – Violations and Penalties, except where expressly and exclusively governed by the violations and penalties of the Smoke Free Air Act, N.J.S.A. 26:3D-55 et seq..

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: December 19, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

_____
Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2013

_____
Dawn Zimmer, Mayor

Sponsored: _____
Seconded: _____

Dedication by Rider

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

A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A DEDICATED TRUST
BY RIDER FOR ***Hurricane Sandy 2012 Donations and Gifts*** PURSUANT TO **N.J.S.A. 40A:5-29**
REQUIRED BY **N.J.S.A. 40A:4-39**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 permits municipalities to accept bequests, legacies and gifts made to it and utilize such bequests, legacies and gifts in the manner set forth in the condition of the bequest, legacy, or gift; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of funds by dedication by rider;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Hoboken. County of Hudson, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for ***Hurricane Sandy 2012 Donations and Gifts*** in accordance with the provisions of N.J.S.A. 40A:5-29 as per N.J.S.A. 40A:4-39; and
2. One Hundred Percent (100%) of the donations and gifts received to date as itemized on **Attachment A** to this resolution shall be disbursed or turned over (in the case of merchant gift cards or other non-monetary donations) to the organization entitled "Rebuild Hoboken Relief Fund."
3. All future donations and gifts received shall be disbursed or turned over to the organization entitled "Rebuild Hoboken Relief Fund."
4. The Clerk of the City of Hoboken, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

Adopted this _____day of _____, 20__
and certified as a true copy of an original.

_____

James Farina, Registered Municipal Clerk

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

Attachment A

Dedication by Rider
The City of Hoboken *of* ***The County of Hudson***
Resolution No.

A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A DEDICATED TRUST
BY RIDER FOR ***Hurricane Sandy 2012 Donations and Gifts*** PURSUANT TO **N.J.S.A. 40A:5-29**
REQUIRED BY **N.J.S.A. 40A:4-39**

Donations and Gifts Received to Date

Cash:		
Girl Scout Troop 149	$	119
Donated through Hoboken Fire Department	$	15
Checks:		
Part D Advisors Inc.; Plymouth, MA	$	500
Hoboken Citizens Club; Milford, MA	$	250
Barbara M. Cooley; Lake Lotawana, MA	$	200
Wilbur J. or Margaret E. Wiseman; Radcliff, KY	$	100
Joy E. Perez; Lakewood, CO	$	50
Mary E. Johnson; Mora, MN	$	10
Merchant Gift Cards:		
Lowes	$	100
Home Depot	$	50
Target	$	50
Bed Bath & Beyond	$	25
Shell Gas	$	25
Applebees	$	25
WalMart	$	50
Subway	$	30
Bass Pro Shop	$	15
Visa Gift Debit Card	$	20
Toys R Us	$	25

Sponsored by: Theresa Castellano
Seconded by: _____

City of Hoboken
Resolution No.:___

RESOLUTION AUTHORIZING SUSPENSION OF METER FEES FOR ALL METERED PARKING WITHIN THE CITY OF HOBOKEN FROM 12:01AM DECEMBER 20, 2012 THROUGH 12:01AM JANUARY 2, 2013

WHEREAS, Hurricane Sandy created substantial financial disruption to the City of Hoboken's local businesses, and the City Council recognizes the need to assist these businesses, especially during the holiday season, to overcome their financial hardships; and,

WHEREAS, as a result, the City seeks to increase the public's utilization of local Hoboken businesses this holiday season by providing for the suspension of parking fees for on street parking.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby authorizes suspension of metered parking fees for all metered parking locations within the City of Hoboken from 12:01AM on December 20, 2012 through 12:01AM on January 2, 2013.

MEETING: December 19, 2012

REVIEWED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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