



2012 JAN -9 AM 10:18
117 W 10th
HOBOKEN, NJ 07030

1/3/2012

MEMORANDUM

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

Mr. Farina,

I have made the following appointments effective January 1st, 2012:

Planning Board

Reappointing Rami Pinchevsky to a four year term
Gary Holtzman to a four year term (replacing Joyce Tyrell)
Frank Magaletta as the Mayoral Designee (replacing Demetri Sarantitis)
Gill Mosseri from 2nd Alternate to 1st Alternate
Demetri Sarantitis to 2nd Alternate

Shade Tree Commission

Matt Condon to a four year term (replacing Fred Moret)

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

Thank you,


Mayor Dawn Zimmer



1/3/2012

MEMORANDUM

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

Mr. Farina,

I have made the following appointments effective January 1st, 2012:

Planning Board

Reappointing Brandy Forbes to a one year term.

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

Thank you,


Mayor Dawn Zimmer

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Texas Eastern Transmission, LP
Algonquin Gas Transmission, LLC

Docket No. CP11-56-000

NOTICE OF REVISED SCHEDULE FOR ENVIRONMENTAL REVIEW
OF THE NEW JERSEY - NEW YORK EXPANSION PROJECT

(December 23, 2011)

This notice identifies the Federal Energy Regulatory Commission staff's revised schedule for the completion of the final environmental impact statement (EIS) for Texas Eastern Transmission, LP's and Algonquin Gas Transmission, LLC's (the Applicants) New Jersey - New York Expansion Project (Project). The original notice of schedule issued on June 24, 2011, identified January 27, 2012 as the final EIS issuance date. On November 11, 2011, the Applicants filed 27 reroutes and other project modifications, and on December 9, 2011 filed responses to a staff data request that must be analyzed and incorporated into the EIS. This requires a revised schedule. The new projected issuance date for the final EIS is as follows:

Schedule for Environmental Review

Issuance of Notice of Availability of the final EIS	March 16, 2012
90-day Federal Authorization Decision Deadline	June 14, 2012

If a schedule change becomes necessary, additional notice will be provided so that the relevant agencies are kept informed of the Project's progress.

Additional Information

In order to receive notification of the issuance of the EIS and to keep track of all formal issuances and submittals in specific dockets, the Commission offers a free service called eSubscription. Go to <http://www.ferc.gov/docs-filing/esubscription.asp>.

Additional information about the Project can be obtained by contacting the Environmental Project Manager, Kara Harris, by telephone at 202-502-6296 or by electronic mail at kara.harris@ferc.gov.

Lauren H. O'Donnell, Director
Division of Gas – Environment and
Engineering

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:

08-Dec-11	TO	21-Dec-11	Paydate	12/28/2011	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	1-01-20-105	8,841.53	0.00	0.00	8,841.53
MAYOR'S OFFICE	1-01-20-110	9,882.70	0.00	0.00	9,882.70
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	11,433.27	0.00	0.00	11,433.27
ABC BOARD	1-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	1-01-20-114	6,926.98	401.80	0.00	7,328.78
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,998.69	0.00	0.00	14,998.69
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	23,804.72	215.66	0.00	24,020.38
ACCOUNTS/CONTROL	1-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	1-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	1-01-20-145	8,971.13	0.00	0.00	8,971.13
ASSESSOR'S OFFICE	1-01-20-150	13,549.75	0.00	0.00	13,549.75
CORPORATE COUNSEL	1-01-20-155	9,873.84	0.00	0.00	9,873.84
COMMUNITY DEVELOPMENT	1-01-20-160	4,328.77	0.00	0.00	4,328.77
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	6,221.54	645.45	1,584.00	8,450.99
INFORMATION TECHNOLOGY	1-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	1-01-21-186	4,740.65	0.00	0.00	4,740.65
HOUSING INSPECTION	1-01-21-187	5,582.93	246.78	0.00	5,829.71
CONSTRUCTION CODE	1-01-22-195	22,784.69	0.00	200.00	22,984.69
POLICE DIVISION	1-01-25-241	538,905.06	22,342.76	7,203.20	568,451.02
CROSSING GUARDS	1-01-25-241	12,670.07	0.00	2,885.53	15,555.60
EMERGENCY MANAGEMENT	1-01-25-252	4,437.50	973.50	96.15	5,507.15

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	1-01-25-266	403,707.20	9,252.99	3,300.50	416,260.69
STREETS AND ROADS	1-01-26-291-011	25,628.75	3,011.62	504.70	29,145.07
ENV SRVCS DIR OFFICE	1-01-26-290	6,895.50	0.00	0.00	6,895.50
RECREATION SEASONAL EMP	1-0128370016	810.00	0.00	0.00	810.00
CENTRAL GARAGE	1-01-26-301	834.11	516.30	(233.33)	1,117.08
SANITATION	1-01-26-305	21,399.40	2,251.51	4,697.06	28,347.97
LICENSING DIVISION	1-31-55-501-101	3,791.75	0.00	0.00	3,791.75
HUMAN SRVCS DIR OFFICE	1-01-27-330	3,980.77	0.00	0.00	3,980.77
BOARD OF HEALTH	1-01-27-332	20,231.93	0.00	0.00	20,231.93
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	11,187.17	0.00	358.00	11,545.17
RENT STABILIZATION	1-01-27-347	9,577.02	0.00	0.00	9,577.02
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	11,690.65	0.00	0.00	11,690.65
PARKS	1-01-28-375	18,341.92	62.85	791.35	19,196.12
PUBLIC PROPERTY	1-01-28-377	28,305.96	950.16	810.16	30,066.28
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	2,623.81	0.00	0.00	2,623.81
MUNICIPAL COURT	1-01-43-490	36,222.56	0.00	29.08	36,251.64
PARKING UTILITY	1-31-55-501-101	101,829.79	11,290.42	326.15	113,446.36
MUN COURT OVERTIME	T-0340000-037	0.00	1,788.50	0.00	1,788.50
GRANT#	T0340000004	87.50	71.28	0.00	158.78
GRANT#	T0340000003	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-393	0.00	0.00	0.00	0.00
GRANT#	G-02-41-200-PAL	0.00	0.00	0.00	0.00
GRANT#	T-03-40-000-108	997.50	0.00	480.00	1,477.50
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
CULTURAL AF AFFAIRS	1-01-271-760-11	2,961.54	0.00	0.00	2,961.54

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
SALARY ADJUSTMENT	1-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	52,043.00	52,043.00
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	1-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,427,504.10	54,021.58	75,229.30	1,556,754.98
					1,556,754.98

CITY OF HOBOKEN
 CLAIMS LISTING
 JANUARY 4, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM FINANCE SUPERVISORS OFF	OPERATING	CY-03287	RUTGERS STATE UNIVERSITY OF NJ	CMFO COURSES	\$ 813.00
ADM MUNICIPAL COURT	OPERATING	CY-04562	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 321.06
		CY-04581	ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	\$ 5,315.00
ADM PARKING UTILITY	PARKING UTILITY	CY-03684	M & G AUTO PARTS, INC.	PARTS FOR H-2 HOP VEHICLE	\$ 83.85
		CY-03792	UNITRONICS INC.	PARTS FOR 916 GARDEN GARAGE	\$ 1,050.00
		CY-04042	TRILARY, INC.	BIKE RACKS	\$ 8,860.00
		CY-04109	CONCEPT PRINTING INC.	VALIDATION COUPONS	\$ 2,055.00
		CY-04111	AMERICAN PLANNING ASSOCIATION	CONFERENCE ATTENDANCE-R. SHARP	\$ 325.00
		CY-04285	VERSA PRODUCTS, INC.	LAPTOP WALL MOUNT STATION	\$ 299.00
		CY-04442	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 152.02
		CY-04446	ASSOCIATION OF PEDESTRIAN AND	WEB SEMINAR REGISTRATION	\$ 75.00
		CY-04451	W.B. MASON CO., INC.	OFFICE SUPPLIES-TRANSPORTATION	\$ 764.81
		CY-04455	CONCEPT PRINTING INC.	PRINTING SERVICES - BUS. CARDS	\$ 177.00
		CY-04457	FIVEPM TECHNOLOGY, INC.	TRACKING SERVICES - NOV. 2011	\$ 2,840.00
		CY-04458	BOSWELL ENGINEERING	PROFESSIONAL SERVICES	\$ 1,461.75
		CY-04459	BOSWELL ENGINEERING	PROFESSIONAL SERVICES	\$ 9,490.50
		CY-04479	CONCEPT PRINTING INC.	PRINTED ENVELOPES	\$ 265.00
		CY-04482	CENTRAL PARKING SYSTEM	MONTHLY CONTRACT - DEC. 2011	\$ 84,918.00
		CY-04492	CITY OF HOBOKEN - CONST CODE	ELEVATOR INSPECTIONS	\$ 1,632.00
		CY-04508	METRIC GROUP, INC.	SERVICE/LABOR - METERS	\$ 237.50
		CY-04509	ENTERPRISE CONSULTANTS	TELEPHONE SET	\$ 229.99
		CY-04519	CONCEPT PRINTING INC.	BUSINESS CARDS-J. TRICARICO	\$ 122.90
		CY-04521	UNITRONICS INC.	MAINTENANCE SERVICE-916 GARDEN	\$ 11,500.00
		CY-04525	FIVEPM TECHNOLOGY, INC.	BUS/TAXI TRACKING - 12/11	\$ 2,600.00
		CY-04526	CITY PAINT AND HARDWARE	VARIOUS SUPPLIES - 11/11	\$ 1,347.93
		CY-04527	BUY WISE AUTO PARTS	PARTS FOR H-1 REPAIRS	\$ 124.36
		CY-04530	FABER EQUIPMENT, INC.	REPAIRS - 916 GARDEN ST.	\$ 49.88
		CY-04678	Z'S IRON WORKS	REPAIRS - 916 GARDEN ST.	\$ 980.00
		CY-04680	RIVERFRONT CAR WASH	VEHICLE WASHES - 9 - 11, 2011	\$ 84.00
		CY-04683	MILE SQUARE TOWING	TOWING SERVICES	\$ 400.00
		CY-05004	P.S.E.& G. COMPANY	MIDTOWN GARAGE - NOV. 2011	\$ 8,830.39
		CY-05005	VERIZON	PHONE/ALARM/COMPUTERS - 11/11	\$ 1,385.37
		CY-05007	EXXONMOBIL FLEET/GECC	FUEL CHARGES - NOV. 2011	\$ 1,038.51
		CY-05044	PARKER McCAY, P.A.	PROFESSIONAL SERVICES	\$ 34,730.50
ADM SPECIAL COUNSEL	OPERATING	CY-01290	VICTOR A. AFANADOR, ESQ.	SPECIAL COUNSEL RENT LEVELING	\$ 81,272.49
		CY-04571	HOBOKEN MESSENGER SERVICE	MESSENGER SERVICE	\$ 29.00
ADM TAX ASSESSOR	OPERATING	CY-03666	VINCENT J. LAPAGLIA	TAX APPEALS	\$ 1,243.82
		CY-04609	COMMERCIAL BUSINESS FORMS	POSTAGE	\$ 4,582.00
		CY-04610	VINCENT J. LAPAGLIA	TAX APPEALS	\$ 8,539.60

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 4, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM TAX COLLECTOR	OPERATING	CY-01886	M.G.L. FORMS-SYSTEMS LLC	POST TAX YEAR STATEMENTS	\$ 99.00
		CY-04666	INTERIOR MOTIF	4- MINI BLINDS	\$ 970.00
ADM/CODIFICATION OF CODE	OPERATING	CY-03893	GENERAL CODE PUBLISHERS	CONTRACT FOR HOBOKEN CODE	\$ 6,140.00
ADM/CONSTRUCTION CODE	TRUST	CY-04711	TREASURER, STATE OF NEW JERSEY	STATE TRAINING FEES COLLECTED	\$ 421.00
ADM/CORPORATION COUNSEL	OPERATING	CY-04755	HOBOKEN MESSENGER SERVICE	DELIVERY TO COUNCIL MEMBERS	\$ 232.00
		CY-04760	HOBOKEN MESSENGER SERVICE	RUSH SERVICE	\$ 109.00
ADM/ELECTIONS	OPERATING	CY-04771	JOHN SALVETTI	GENERAL ELECTION 11/8/11	\$ 240.00
		CY-04773	CHARLES KOLMER	GENERAL ELECTION 11/8/11	\$ 240.00
CAPITAL ACCOUNT	CAPITAL	11-00740	EM NET, LLC	FLOOD SENSORS & MONITORING	\$ 6,896.63
CAPITAL-PARKS	CAPITAL	CY-04705	BOSWELL ENGINEERING	HOBOKEN RECREATION CENTER	\$ 6,927.75
		CY-04706	BOSWELL ENGINEERING	CITY-WIDE PLAYGROUND IMPVMNTS	\$ 14,692.50
		CY-05063	BOSWELL ENGINEERING	IMPROVEMENTS TO CHURCH SQ PARK	\$ 32,756.00
CD DIRECTOR'S OFFICE	OPERATING	CY-04636	LENOX CONSULTING LLC	GRANTS CONSULTING SERVICES	\$ 6,000.00
CD MLUL PB ESCROW ACCTS	ESCROW	CY-04503	BLOCK 99/1022 DEVELOPMENT	RETURNING DEVELOPERS ESCROW	\$ 5,623.25
		CY-04504	TARRAGON REALTY INVESTORS	RETURN DEVELOPER'S ESCROW	\$ 15,335.55
		CY-04505	BLOCK 88 DEVELOPMENT	RETURN DEVELOPER'S ESCROW	\$ 3,749.32
		CY-04506	URSA DEVELOPMENT	RETURN DEVELOPER'S ESCROW	\$ 417.50
		CY-04507	1301 ADAMS REDEVELOPMENT LLC	RETURN DEVELOPER'S ESCROW	\$ 8,001.00
		CY-04613	AUDIO EDGE TRANSCRIPTION LLC	PROFESSIOANAL SERVICES	\$ 494.69
CD MLUL PLANNING BOARD	OPERATING	CY-04582	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICES	\$ 4,284.50
CD MLUL ZBA ESCROW ACCTS	ESCROW	CY-04476	H2M GROUP	PROFESSIONAL SERVICES	\$ 3,213.31
		CY-04523	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	\$ 1,540.00
CD MLUL ZONING BD OF ADJ	OPERATING	CY-04303	W.B. MASON CO., INC.	ZBA SUPPLIES	\$ 213.03
		CY-04580	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	\$ 1,995.00
		CY-04583	KAUFMAN, BERN & DEUTSCH, LLP	PROFESSIONAL SERVICE	\$ 2,520.00
ES CENTRAL GARAGE	OPERATING	CY-02877	QUALITY AUTOMALL	OPEN MONTHLY 8/11	\$ 102.81
		CY-04555	ONE CALL CONCEPTS, INC.	MARK OUTS CITY WIDE	\$ 94.08
		CY-04618	CITY PAINT AND HARDWARE	PARTS/PURCHASES CG	\$ 341.35
ES CLEAN COMMUNITIES GRANT	GRANT	CY-04579	PABCO INDUSTRIES	BAGS FOR LEAVES	\$ 1,485.00
ES DIRECTOR'S OFFICE	OPERATING	CY-02807	HUDSON COUNTY COMMUNITY COLLEGE	COMPUTER COURSES	\$ 360.00
		CY-04220	W.B. MASON CO., INC.	SUPPLIES DIRECTORS OFFICE ES	\$ 39.06
ES PUBLIC PROPERTY	OPERATING	CY-02873	ENVIRONMENTAL CLIMATE CONTROL	AC REPAIR CITY HALL	\$ 3,375.00
		CY-03492	ENVIRONMENTAL CLIMATE CONTROL	REPAIR AC F.D. 13TH ST.	\$ 6,775.00
		CY-04604	QUALITY PLUMBING & HEATING	LEAK VIOLATIONS DEPT. C.H.	\$ 2,075.00
		CY-04643	GS ELEVATOR INDUSTRIES	ELEVATOR MAINT. ALL BLDGS.	\$ 588.60
ES ROADS	OPERATING	CY-04522	CLIFFSIDE BODY CORP.	PARTS FOR SNOW PLOWS ROADS	\$ 1,178.52
		CY-04531	W.E. TIMMERMAN CO., INC.	REPAIR TO SWEEPER 102	\$ 536.89
		CY-04607	Z'S IRON WORKS	REPAIR ROOF SWEEPER ROADS	\$ 350.00
ES SOLID WASTE	OPERATING	CY-04556	HUDSON COUNTY IMPROVEMENT AUTH	DART CHGS./RECY. TAX 11/30/11	\$ 185,700.98

CITY OF HOBOKEN
 CLAIMS LISTING
 JANUARY 4, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ES SOLID WASTE	OPERATING	CY-04557	HUDSON COUNTY IMPROVEMENT AUTH	DARTS CHGS.RECY. TAX 11/11	\$ 15,868.98		
		CY-04560	CALI CARTING, INC.	SOLID WASTE/RECYCLING 12/1/11	\$ 128,333.33		
HS BD OF HEALTH	OPERATING	CY-03658	M.G.L. FORMS-SYSTEMS LLC	DOG LICENSES/RABIES TAGS	\$ 1,046.00		
		CY-04543	N.J. ENV. HEALTH ASSOCIATION	NJEHA MEMBERSHIP 2012	\$ 50.00		
		CY-04546	HUDSON REGIONAL HEALTH COMM.	EBL QUARTERLY ASSESSMENT	\$ 4,327.25		
		CY-04549	NEW JERSEY HEALTH OFF. ASSOC.	2012 NJOHA MEMBERSHIP	\$ 400.00		
		CY-04577	LYNETTE J. MEDEIROS	LICENSE RENEWAL 2012 REGISTRY	\$ 50.00		
		CY-04595	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. OCT - 2011	\$ 5,416.00		
		CY-04596	FRANK SASSO	LICENSE RENEWAL	\$ 100.00		
		CY-04597	TARANTINO, NANCY	LICENSE RENEWAL 2012	\$ 100.00		
		CY-04598	TOOMEY, KEVIN	LICENSE RENEWAL 2012 REGISTRY	\$ 50.00		
		HS CULTURAL AFFAIRS	TRUST	CY-04344	BMI MUSIC LICENSE	MUSIC LICENSING AGREEMENT	\$ 309.00
				CY-04419	HUDSON REPORTER ASSOC LP	AD FOR HARVEST FEST & PARADE	\$ 223.20
				CY-04420	ROBERT MAY	SOUND ASSISTANCE PARADE	\$ 72.00
				CY-04424	NORTH JERSEY MEDIA GROUP	AD - HOLIDAY CRAFT FAIR	\$ 871.68
				CY-04425	W.B. MASON CO., INC.	AVERY ADDRESS LABELS	\$ 23.95
CY-04537	ALL STAR RENTALS, INC.			TABLE RENTAL (CRAFT FAIR)	\$ 134.25		
CY-04561	CONTENT PARTY RENTALS			STAGE FOR TREE LIGHTING CER.	\$ 625.00		
CY-04564	TOSHIBA BUSINESS SOLUTIONS			RENEWAL OF RISOGRAPH LEASE	\$ 522.72		
CY-04565	SUPERSONIC TRANSPORT INC			EQUIPMENT RENTAL - FALL FEST.	\$ 512.00		
CY-04590	HUDSON REPORTER ASSOC LP			AD - HOLIDAY CRAFT FAIR	\$ 850.50		
HS DIRECTOR'S OFFICE	OPERATING	CY-04602	MOLLY GALLETINE	OFFICE ASSISTANCE	\$ 546.00		
		CY-04136	W.B. MASON CO., INC.	LASER CARTRIDGES FOR PRINTER	\$ 140.34		
		CY-04201	W.B. MASON CO., INC.	FILE CABINET, CHAIR MAT	\$ 783.55		
		CY-04428	W.B. MASON CO., INC.	INK CARTRIDGES FOR PRINTER	\$ 76.09		
HS MUNICIPAL ALLIANCE	GRANT	CY-04429	ORIENTAL TRADING COMPANY, INC.	OUTSTANDING BALANCE ON P.O.	\$ 159.49		
HS PARKS	O M FUND	CY-04573	JOHN A. EARL CO.	ICE MELTER FOR PARKS DEPT.	\$ 7,311.36		
		CY-04593	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00		
	OPERATING	CY-04740	HUFNAGEL LANDSCAPING INC.	REMOVE/REPLANT TWO TREES	\$ 1,600.00		
		CY-04742	MATERA'S NURSERY	MISC SUPPLIES/REPAIRS 11-2011	\$ 2,193.50		
		CY-04280	GRO RITE LANDSCAPE SERVICES	LANDSCAPING SERVICES	\$ 3,730.00		
		CY-04320	MATERA'S NURSERY	MAINTENANCE SUPPLIES 10-2011	\$ 708.60		
		CY-04416	JOHN A. EARL CO.	13 CASES TOILET PAPER	\$ 460.38		
		CY-04427	LOMBARDY DOOR SALES	REPAIRS TO ROLLING DOOR	\$ 450.00		
		CY-04575	RICHARD DUNKIN	SNAKE OUT - LITTLE LEAGUE FLD.	\$ 130.00		
		CY-04576	PABCO INDUSTRIES	LEAF COLLECTION BAGS	\$ 742.50		
		CY-04592	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 90.00		
		CY-04594	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00		
		CY-04640	CITY PAINT AND HARDWARE	MISC. SUPPLIES - NOVEMBER 2011	\$ 199.70		

CITY OF HOBOKEN
 CLAIMS LISTING
 JANUARY 4, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS RECREATION	OPERATING	CY-04414	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 386.04		
		CY-04695	LEONARDO CAMPOVERDE	FOOTBALL TO N. BERGEN/KEARNY	\$ 336.00		
	TRUST REC FEES	CY-04540	MARIO'S CLASSIC PIZZA	FOOD-LITTLE LEAGUE AWARD DINN.	\$ 84.80		
		CY-04587	STAN'S SPORT CENTER	RUSSELL ATHLETIC T- SHIRTS	\$ 360.00		
		CY-04588	STAN'S SPORT CENTER	BASKETBALLS AND SCOREBOOKS	\$ 61.00		
HS SENIOR CITIZEN PROGRAM	OPERATING	CY-04574	REBEKAH ARAMINI LUPO	YOGA SERVICES AUG-NOV 2011	\$ 320.00		
PS FIRE	HAZMAT	CY-04532	GLOBAL CONNECT	HAZMAT PAGING	\$ 3.64		
		CY-04536	V.E. RALPH & SONS, INC.	HAZMAT SUPPLIES	\$ 1,350.00		
	OPERATING	CY-04534	NJ CAREER FIRE CHIEFS ASSOC.	2011 DUES	\$ 250.00		
PS POLICE	OPERATING	CY-02461	TOWN OF HARRISON	SERVICES FOR ST.PATTY'S PARADE	\$ 958.50		
		CY-03819	DRUGPAK LLC	ANNUAL SUPPORT AGREEMENT	\$ 260.00		
		CY-04363	CONCENTRA	FIT-FOR-DUTY PHYSICAL	\$ 192.00		
		CY-04371	W.B. MASON CO., INC.	PAPER SHREDDER	\$ 757.20		
		CY-04377	CONCENTRA	FIT-FOR-DUTY PHYSICAL EXAM	\$ 242.00		
		CY-04727	P.O. ANTHONY FESKEN	TUITION REIMBURSEMENT	\$ 3,000.00		
		CY-00026	P.S.E.& G. COMPANY	CY2011 STREET LIGHTING	\$ 1,319.56		
UNCLASSIFIED	O M FUND OPERATING	CY-00003	NORTH HUDSON REGIONAL COUNCIL	CY2011 SR NUTR PRGM CONTRIB	\$ 28,346.50		
		CY-00021	ENTERPRISE CONSULTANTS	CY2011 MAINT CH	\$ 1,000.00		
		CY-00022	NEXTEL COMMUNICATIONS	CY2011 ACCT #141015027	\$ 17,086.07		
		CY-00026	P.S.E.& G. COMPANY	CY2011 STREET LIGHTING	\$ 62,863.24		
		CY-00027	P.S.E.& G. COMPANY	CY2011 ELECTRICITY	\$ 27,197.16		
		CY-00037	VISION SERVICE PLAN, INC.	CY2011 VISION INSURANCE	\$ 10,445.59		
		CY-04726	THE PMA INSURANCE GROUP	WORKERS COMP INSURANCE 11/2011	\$ 76,988.80		
		CY-04249	ENTERPRISE CONSULTANTS	MONTHLY MAINTNENANCE-CH	\$ 1,050.00		
		UNCLASSIFIED TELEPHONE	OPERATING	CY-04249	ENTERPRISE CONSULTANTS	MONTHLY MAINTNENANCE-CH	\$ 1,050.00
		UNCLASSIFIED WATER & SEWERAGE	OPERATING	CY-04723	NORTH HUDSON SEWERAGE AUTH.	SEWERAGE	\$ 404.70
Grand Total					\$ 1,021,259.72		

Introduced by: _____
Seconded by: _____

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

GOVERNING BODY CERTIFICATION OF THE TY 2010 AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year TY 2010 has been filed by a Registered Municipal Accountant with the Hoboken City Clerk pursuant to **N.J.S.A. 40A: 5-6**, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated **N.J.A.C. 5:30-6.5**, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to **N.J.A.C. 5:30-6.5**; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of **R.S. 52:27BB-52**, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Hoboken City Council of the City of Hoboken hereby states that it has complied with **N.J.A.C. 5:30-6.5** and does hereby

submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON January 4, 2012.

Clerk

Meeting Date: January 4, 2012

Approved:

Approved as to Form:

**Arch Liston
Business Administrator**

**Mark Tabakin
Corporation Counsel**

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN

RESOLUTION No. _____

**THIS RESOLUTION AUTHORIZES TEMPORARY
APPROPRIATIONS FOR THE CALENDAR YEAR 2012**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the calendar year 2012 budget, temporary appropriation should be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, Twenty Six and two five percent (26.25%) of the total appropriations of the current fund in the fiscal year 2011 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvements fund, public assistance and public utilities in said calendar year 2012 budget is the sum of \$31,313,442.09 and for the Parking Utility is the sum of \$2,091,607.09; and

WHEREAS, the temporary appropriations in the calendar year 2012 budget for interest and debt redemption charges are requested to be \$6,303,904.12 for the current fund and \$5,049,770.00 for the Parking Utility; and

WHEREAS, the temporary appropriations in the calendar year 2012 budget for Capital Improvement Fund charges are requested to be \$65,625.00 for the current funds; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Hoboken that the following appropriation, which now totals \$37,742,971.21 for the current fund including debt service and \$7,141,377.09 for the Parking Utility including debt service be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his/her records:

MEETING DATE: January 04, 2012

REVIEWED BY:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

Introduced by: _____

Seconded by: _____

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

**RESOLUTION ADOPTING CASH MANAGEMENT PLAN
FOR THE CITY OF HOBOKEN**

WHEREAS, N.J.S.A. 40A:5-14 of the Local Fiscal Affairs Law requires that every local unit shall adopt a "Cash Management Plan," and,

WHEREAS, the City must deposit its funds pursuant to the plan;

NOW, THEREFORE, BE IT RESOLVED that the City of Hoboken, County of Hudson and State of New Jersey, hereby adopts the following "Cash Management Plan" to be utilized by the City of Hoboken for the CY 2012; and,

BE IT FURTHER RESOLVED that certified copies of this resolution shall be filed with the Director of the Division of Local Government Services, City Auditor, and the Chief Financial Officer of the City of Hoboken (Hudson County).

**CASH MANAGEMENT PLAN OF THE CITY OF HOBOKEN, COUNTY OF HUDSON
AND STATE OF NEW JERSEY**

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis of deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the City of Hoboken, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to.

The intent of the plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity, (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. DEFINITIONS

“Arbitrage” refers to the rules and regulations governing the issuance of bonds or notes and the reinvestment of the proceeds at higher yield. These regulations are promulgated by the Internal Revenue Service, Regulation 1.103.

“Certificate of Eligibility” is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a Public Depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act, GUDPA.

“GUDPA” requires a bank that accepts public funds to be a public depository. A “Public Depository” is defined as a state bank, a national bank, a savings bank or association that is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which received or holds public funds on deposit. A local unit may make deposits in, or purchase certificates of deposit from, banks that are located in New Jersey and which meet the requirements of the GUDPA.

“The New Jersey Cash Management Fund.” The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52-18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the”Fund”). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a “common trust” fund pursuant to the statute that created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds that meet the investment requirements of the statute. These obligations include, among other things, evidences of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA-protected deposits by Local Units.

III. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A) The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the City:

- Current Fund
- Grant Fund
- Trust Assessment Fund
- General Trust Fund
- Animal Control Fund
- Unemployment Insurance Trust Fund
- Serial Bonds Refunding Trust Fund
- General Capital Fund
- Parking Utility Operating Fund
- Parking Utility Capital Fund
- Public Assistance Fund

Bond & Interest Fund
Affordable Housing Trust Fund
Open Space Trust Fund
Acquisition and Preservation of Historical Structures Account
Green Acres Trust Account
Employee Payroll Deduction Account
Municipal Court General Account
Municipal Court Bail Account
Tax Collector's Revenue Account
Tax Collector's PILOT Account
Tax Collector's Lien Redemption Account
Payroll Account
Workers Compensation Account
Claims Account
Developers Escrow Account
Recreation Trust Fund

B) The Plan is not intended to cover the deposit and/or investment of the following Funds and Accounts of the City:

1. Petty Cash Funds

2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor?

3. Deposit, retainage, or amounts posted by way of bond, held by the City for such things as faithful performance, if the City would be required by law to pay back any interest earned to the provider of the deposit, except where the City is required by law or court decision to invest the fund.

4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not Federally Tax Exempt) issue pursuant to federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rate obtainable.

IV. DESIGNATION OF OFFICIALS OF THE CITY OF HOBOKEN AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS

The Chief Financial Officer and the Business Administrator (the "Designated Officials") are hereby authorized and directed to deposit and/or invest the Funds referred to in the Plan.

V. STANDARDS OF CARE

1. The Designated Officials involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.
2. The Designated Officials shall disclose any material interests in the financial institutions with which business is conducted and they shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
3. The Chief Financial Officer, under the direction of the Business Administrator, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

VI. PROCEDURES FOR THE RECEIPT OF MONIES

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the receiving department shall maintain the duplicate. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the Township shall be deposited within forty eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

B. Chief Financial Officer (Designated Official)

1. The Chief Financial Officer shall:
 - a. Deposit all monies collected or received from any source by or on behalf of the City within forty eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A: 5-15.
 - b. Ensure that all monies deposited are in interest bearing accounts.
 - c. Make recommendations of legal public depositories to the City Council who shall by resolution designate said depositories at the first meeting of the calendar year.
 - d. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with that bank statement by the end of the following month.

- e. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Banking and Insurance, Governmental Unit Deposit Protection Act notification of Certificate of Eligibility, which must be filed semi-annually in the Department of Banking as of January 1 and December 31 of each year.

VII. DESIGNATION OF DEPOSITORIES

The City Council approved a resolution on January 19, 2011, which designated the following banks and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposits which are not otherwise invested in “Permitted Investments” as provided for in this Plan:

BANK OF AMERICA
CAPITAL ONE
TD BANK
INVESTORS SAVINGS
HSBC
JP MORGAN CHASE
PROVIDENT
WELLS FARGO
BCB COMMUNITY
CITIBANK
FIRST AMERICANO
HAVENS SAVINGS
PNC
SOVEREIGN
VALLEY NATIONAL

VIII. AUTHORIZED INVESTMENTS

Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
2. Government Money Market Mutual Funds.
3. Any Obligations that a Federal Agency or a Federal Instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor.

4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located.
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units.
6. Local Government Investment pools.
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to Section 1 of P.L. 1977, c. 281 (C.52:18A-90.4).
8. Agreements for the repurchase of fully collateralized securities if:
 - a. The underlying securities are permitted investments pursuant to paragraphs “1” and “3” of this subsection a;
 - b. The custody of collateral is transferred to a third party;
 - c. The maturity of the agreement is not more than 30 days;
 - d. The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (c.17:9-41); and
 - e. A master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “Government Money Market Mutual Fund” and “Local Government Investment Pool” shall have the following definitions:

“Government Money Market Mutual Fund”

An Investment company or Investment Trust:

- a. Which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. Sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec, 270. 2a-7 and
- b. The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270. 2a-7 and
- c. Repurchase agreements that are collateralized by such U.S. Government Securities; and
- d. Which has:

- (i) Attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
- (ii) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” with experience investing in U.S. Government Securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

“Local Government Investment Pool”

An investment pool:

- a. Which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- b. Which is rated in the highest category by a nationally recognized statistical rating organization?
- c. Which is limited to U.S. Government securities that meet the definition of “eligible security” pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that collateralized by such U.S. Government securities;
- d. Which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- e. Which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- f. Which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a National or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in borrowing on such U.S. Government securities.

IX. SAFEKEEPING CUSTODY PAYMENT

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City of Hoboken, then such instrument or security shall be covered by

all custodial agreements with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City of Hoboken or by a third party custodian prior to or upon the release of the City of Hoboken’s funds.

X. CITY AUDITOR

The City investment practices (including compliance with N.J.S.A. 40A:5-14) and the agreement for banking services and compensation thereof shall be reviewed by the City Auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Cash Management Plan and State Statute, the applicable State Statute shall apply.

XI. SURETY BONDS

a. The Chief Financial Officer shall be covered by a surety bond. During the annual audit, the City Auditor shall examine said bond to determine that proper coverage has been obtained.

b. Staff members of the Chief Financial Officer’s office, who are employees of the City, shall be covered by a public employee’s faithful performances bond in the minimum amount of \$10,000.

XII. TERM OF PLAN

This Plan shall be in effect from January 1, 2012 to December 31, 2012. Attached to this Plan is a resolution of the City Council of the City of Hoboken approving this Plan for such period of time, which may be amended from time to time? To the extent that the Council adopts any amendment, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

CERTIFICATION

I, George DeStefano, Chief Financial Officer of the City of Hoboken, have prepared this plan and submitted same to Corporation Counsel and City Council for approval.

George DeStefano
Chief Financial Officer

Date:

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION No. _____**

**RESOLUTION AUTHORIZING VARIOUS CITY
DEPARTMENTS TO MAINTAIN PETTY CASH AND
CHANGE FUNDS**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of petty cash and change funds in any county or municipality; and

WHEREAS, various petty cash and change funds were previously established by resolution of the City Council and approval of the Director of the Division of Local Government Services; and

WHEREAS, various departments wish to continue the use of petty cash and change funds under the supervision of the Chief Finance Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, County of Hudson, State of New Jersey that the following petty cash and change funds be and are hereby authorized for use during the CY 2012:

<u>Department</u>	<u>Amount</u>	<u>Use</u>	<u>Custodian</u>
Central Garage	\$500.00	Miscellaneous	Director Environmental Services
Fire Department	\$300.00	Miscellaneous	Fire Chief
Tax Collector	\$300.00	Change Fund	Tax Collector
Business Administrator	\$500.00	Miscellaneous	Business Administrator

MEETING DATE: January 04, 2012

REVIEWED BY:

**Arch Liston
Business Administrator**

APPROVED BY:

**Mark A. Tabakin
Corporation Counsel**

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION DESIGNATING DEPOSITORIES FOR THE CITY OF HOBOKEN FUNDS

WHEREAS, the following were by resolution heretofore adopted by the governing body of the City of Hoboken designated as legal depositories of said City of Hoboken for CY 2012:

Bank of America
Capital One
Haven Savings Bank
J P Morgan Chase Bank
Provident Savings Bank
TD Bank
Wells Fargo

BCB Community Bank
Citi Bank
Investors Savings bank
PNC Bank
Sovereign Bank
Valley National Bank

Now, therefore, be it

RESOLVED, that said legally designated depositories be and they are hereby requested, authorized and directed to honor checks, drafts, or other orders for the payment of money drawn in the corporate name of the City of Hoboken, including those payable to the individual order of any person or persons whose names appear thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signature or signatures of any of the following:

Dawn Zimmer, Mayor
George DeStefano, CMFO

and, be it further -

RESOLVED, that said legal depositories as above stated shall be entitled to honor and charge to the specified accounts of the City of Hoboken such checks, drafts, or other regardless of by whom or by what means the actual or purported facsimile signature or signatures thereon may have been affixed thereto if such signature or signatures resemble the facsimile specimens duly certified to or filed with the depositories; and, be it further –

RESOLVED, that all previous authorizations for the signing and honoring of checks, drafts, and other orders for the payment of money drawn on said City of Hoboken and signed by

Dawn Zimmer, Mayor
George DeStefano, CMFO

are hereby ratified and confirmed and are hereby continued in full force and effect as amplified hereby; and, be it further –

RESOLVED, that all previous authorization for the signing and honoring of checks, drafts and other orders for the payment of money drawn on said City of Hoboken are hereby continued in full force and effect as amplified hereby; and, be it further –

RESOLVED, that the banks mentioned in the first paragraph hereof be furnished with a certified copy of this resolution.

MEETING: January 04, 2012

REVIEWED BY:

Arch Liston
Business Administrator

APPROVED TO FORM:

Mark A. Tabakin
Corporation Counsel

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 4,635.87**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Brach Eichler 101 Eisenhower Parkway Roseland, NJ 07068	32/8/	115-131 Grand St	2010	\$ 4,635.87

Meeting: January 4, 2012

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

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 **\$ 1,490.76**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Fuschetto, Rita 101 Willow Ave Apt 5E Hoboken, NJ 07030	34/1/C005E	101 Willow Ave	3/11	\$1,490.76

Meeting: January 4, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced by: _____

Second by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CANCELLATION OF AN ADDED
ASSESSMENT TO BLOCK 230 LOT 6.1**

Resolved, by the Council of the City of Hoboken, that whereas on 12/15/11 the Hudson County Board of Taxation, Appeal #05-1101830LA, granted a reduction of \$50,000 (from \$50,000 to -\$0.00-) against a 2011 added assessment on property owned by Hoboken Holdings LP etux, known as block 230 Lot 6.1, address: 2-10 Hudson Place and whereas this added assessment has been paid and a refund of \$5,044.61 to be paid to Hoboken Holdings LP. c/o Nat RL – 3 Manhattanville Road – Purchase, NY 10577.

Resolved that the following amount be cancelled from the 2012 1st and 2nd quarter tax bills:

2011 – Added Assessment amount to be cancelled \$3,927.85

Meeting: January 4, 2012

Approved as to Form:

Corporation Counsel

Sharon Curran

Introduced by: _____

Second by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CANCELLATION OF AN ADDED
ASSESSMENT TO BLOCK 220 LOT 20**

Resolved, by the Council of the city of Hoboken, that whereas on 12/15/11 the Hudson County Board of Taxation, appeal #05-1101828LA, granted a reduction of \$15,000 (from \$15,000 to -0-) against a 2011 added assessment on property owned by 939 Washington St etux, known as block 220 Lot 20, address: 939 Washington St and whereas this added assessment has been paid and a refund of \$231.05 to be paid to Haven Savings Bank – 621 Washington St. – Hoboken, NJ 07030.

Resolved that the following amount be cancelled from the 2012 1st and 2nd quarter tax bills:

2011 – Added Assessment amount to be cancelled \$346.58

Meeting: January 4, 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 meetings of October 5, Special meeting of October 15, regular meeting of October 19, Special meeting of October 25 and Special meeting of October 30, 2011 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: January 4, 2012

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

**RESOLUTION
FOR ADOPTING CHANGES TO
AN EXISTING DEFERRED COMPENSATION PLAN PURSUANT TO THE
FINAL INTERNAL REVENUE CODE SECTION 415 REGULATIONS, PENSION PROTECTION
ACT OF 2006, THE HEROES EARNINGS ASSISTANCE AND RELIEF TAX ACT OF 2008 AND THE
WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008**

WHEREAS, the _____ (hereinafter referred to as the "Employer") by resolution adopted a Deferred Compensation Plan (hereinafter referred to as the "Plan") effective _____, for the purpose of making available to eligible employees the accrual of tax benefits under a Section 457 Deferred Compensation Plan; and

WHEREAS, the Employer by resolution retained The Variable Annuity Life Insurance Company ("VALIC") as the contractor under the Deferred Compensation Plan and executed a Service Agreement with said contractor; and

WHEREAS, the final Internal Revenue Code ("Code") Section 415 regulations, Pension Protection Act of 2006 ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA") amended Section 457 of the Code; and

WHEREAS, State and local governmental Section 457(b) plan sponsors must amend their plans to comply with the PPA legislative changes by the last day of the 2011 plan year;

WHEREAS, the Employer desires its Plan to conform with the changes in the Code; and

WHEREAS, the Employer desires to adopt an amended and restated Plan that conforms with the changes in the Code; and

WHEREAS, such amended and restated Plan shall supersede the previously adopted Plan;

NOW, THEREFORE, BE IT RESOLVED that the Employer does hereby adopt the amended and restated Plan prepared by VALIC and assigned Plan Document identifier 81-PD-VALIC-103111 by the Director of the Division of Local Governmental Services.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Director of the Division of Local Government Services.

I, _____,
of the Employer, in the County of _____ and the State of New Jersey, do hereby certify
the foregoing to be a true and correct copy of a RESOLUTION adopted by the Employer on the ____ day of
_____, 20____.

Witness my hand and seal of the Employer on the ____ day of _____, 20____.

Signature

SPECIMEN
SECTION 457(b) DEFERRED COMPENSATION PLAN

GOVERNMENTAL EMPLOYERS

This specimen plan document is intended to meet the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, that is sponsored by a governmental employer, as defined thereunder. This document is provided for consideration by the employer and its legal counsel. Modifications may be required depending on the specific facts and circumstances of the employer, including any applicable state or local laws, rules or regulations regarding deferred compensation or retirement benefits for governmental employees. VALIC cannot and does not provide legal or tax advice.

DEFERRED COMPENSATION PLAN
(New Jersey Governmental)

ARTICLE I. INTRODUCTION

- 1.01 Establishment of Plan. _____ (hereinafter the "Employer"), a body of politic of the State of New Jersey, hereby establishes (or amends and restates, as applicable) the _____ Deferred Compensation Plan (hereinafter the "Plan"). The Plan is intended to qualify as an eligible deferred compensation plan under section 457(b) of the Internal Revenue Code of 1986, as amended.
- 1.02 Purpose of the Plan. The purpose of this Plan is to provide an optional benefit to Employees whereby a designated amount of the Participant's Compensation is withheld each month by the Employer and invested at the discretion of and in a manner approved by the Employer until one of the specified events occurs which permits all or part of the monies withheld, together with earnings, if any, to be payable to the Participant or Beneficiary. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

- 2.01 Plan Effective Date. ("Effective Date.") (Check one.)
- This Plan is being established by the Employer effective _____, _____.
- This Plan amends and restates the Plan previously established by the Employer and is effective _____, _____. The Plan was originally established by the Employer effective _____.
- 2.02 Unforeseeable Emergency Withdrawals. (Check one.)
- Yes. Withdrawals under Section 8.08 shall be available under this Plan. (Check one.)
- Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or, if applicable, (c) _____, _____ (insert date that this option was first available, if such date was later than August 17, 2006).

Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.

No. Withdrawals under Section 8.08 shall not be available under this Plan.

2.03 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 8.10. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code §411(a)(11)(A) (currently \$5,000).

No. Section 8.10 shall not apply to this Plan.

2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 8.11. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.

No. Section 8.11 shall not apply to this Plan.

2.05 Loans. (Check one.)

Yes, loans are allowed and Article XI shall apply to this Plan.

No, loans are not allowed and Article XI shall not apply to this Plan.

2.06 Distributions to Individuals in Uniformed Services. (Check one.)

The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 8.12 shall not apply to this Plan.

Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 8.12).

2.07 Deductions from Distributions to Eligible Retired Public Safety Officers.
(Check one.)

- For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 8.13, to have up to \$3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.
- The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 8.13.

2.08 Non-spousal Beneficiary Rollovers. As described in Section 10.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)

- Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.
- Non-spousal Beneficiary rollovers are allowed effective _____, _____ (insert date not earlier than January 1, 2007 and not later than December 31, 2009).

2.09 Required Minimum Distributions for 2009. (Check one of the boxes in each of subsections a and b, below. If none of the boxes in a subsection is checked, the first option shall apply to the Plan.)

- (a) For purposes of 2009 required minimum distributions:
 - This option reflects VALIC standard operations during 2009.** The provisions of Section 8.05(a) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).
 - The provisions of Section 8.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
 - The provisions of Section 8.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).

Other:

Not applicable (Plan established as a new Plan after 2009).
(Do not complete subsection (b), below.)

(b) For purposes of Section 8.05(d), the Plan will treat the following as eligible rollover distributions in 2009:

This option reflects VALIC standard operations during 2009. A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code section 401(a)(9)(H).

Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.

Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(H).

2.10 Optional Benefit Accruals under HEART Act. (Check one.)

The optional benefit accrual provisions described in Section 5.09 for individuals who die or become disabled while performing qualified military service shall not apply.

The optional benefit accrual provisions described in Section 5.09 for individuals who die or become disabled while performing qualified military service shall apply effective _____, _____ (insert date not earlier than first day of 2007 Plan Year).

ARTICLE III. DEFINITIONS

3.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any amounts accepted as a transfer under Section 10.01, any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.

- 3.02 Administrator: The official or officials of the Employer appointed by resolution of the Employer to administer the Plan and bear fiduciary responsibilities hereunder.
- 3.03 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provides for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 3.04 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 3.05 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 3.06 Contractor: The Variable Annuity Life Insurance Company, VALIC Retirement Services Company or such other entity as the Employer designates to perform administrative services under this Plan.
- 3.07 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 10.01, or any other amount that the Employer agrees to credit to a Participant's Account, and that does not exceed the Maximum Limitation.
- 3.08 Deferred Compensation Agreement: A Joinder Agreement entered into between an Employee and the Employer under which an Employee participates in the Plan, including any amendments or modifications thereof. Such Deferred Compensation Agreement shall fix the amount of Deferred Compensation, specify the Participant's Investment Option or Investment Options with respect to his Deferred Compensation, designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference.

- 3.09 Director: The Director of the Division of Local Government Services, Department of Community Affairs, of the State of New Jersey.
- 3.10 Eligible Retirement Plan: A plan described in section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to section 457(e)(16) of the Code.
- 3.11 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in section 402(c)(4) of the Code.
- 3.12 Employee: Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For years beginning after December 31, 2008, the term Employee also includes an individual receiving “differential wage payments,” as that term is defined in Section 3.13 (Includible Compensation), from the Employer.
- 3.13 Includible Compensation: For a taxable year, the Participant’s compensation, as defined in Code section 415(c)(3), for services performed for the Employer. For years beginning after 2008, Includible Compensation shall include “differential wage payments,” as defined in Code section 3401(h)(2) (a payment by the Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer). The amount of Includible Compensation shall be determined without regard to any community property laws.
- 3.14 Investment Option: A form of investment made by the Administrator on behalf of the Employer and approved by the Director and approved for sale by the New Jersey Insurance Department of one or more of the following types: (1) a group fixed annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (2) a group variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (3) a combination group fixed and variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; or (4) shares of regulated investment company stock (*i.e.*, mutual fund shares).
- 3.15 Normal Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan. For years beginning after 2008, Normal Compensation shall include “differential wage payments,” as that term is defined in Section 3.13 (Includible Compensation).

- 3.16 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 6.01(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under section 415(b)(2)(H)(ii)(I) of the Code, then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70 1/2.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 6.01(b), his Normal Retirement Age may not be changed.

- 3.17 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 3.18 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 3.19 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years after 2008, solely for purposes of the withdrawal restrictions of Code section 457(d)(1)(A), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in Code section 3401(h)(2)(A). For years prior to 2002, references in this Plan to Severance from Employment shall mean the Participant's severance of the Participant's employment with the Employer, within the meaning of Code section 402(e)(4)(D)(i)(III), rather than termination of the Participant's employment relationship with the Employer.

ARTICLE IV. ADMINISTRATION

- 4.01 Duties of the Administrator. This Plan shall be administered under the direction of the Administrator who shall represent the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power and authority to issue directives affecting the administration of the Plan or to otherwise interpret the provisions of same, provided such action is not inconsistent with P.L. 1977, C. 381, P.L. 1980, C. 78, or regulations promulgated thereunder. Any decision of the Administrator with respect to the administration of the Plan shall be final. The Administrator shall have the authority to make any discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan; provided, however, that no person acting as Administrator may participate in any discretionary decision directly affecting his individual participation in the Plan.
- 4.02 Duties of the Contractor. The Contractor appointed by the Employer shall perform such nondiscretionary administrative functions in connection with the Plan as shall be set forth in its agreement with the Employer, including the maintenance of Participants' accounts and the provision of periodic reports of the status of each Account to the Administrator which reports shall remain the property of the Employer. All records regarding participation, the amount of deferrals, account balances, withdrawals, and any other information regarding a Participant's account shall be held confidential by the Contractor, the Administrator, and any other persons performing services in connection with the Plan. Summary plan information, including, but not limited to, cash flow analysis, investment reports, audits and quarterly reports, shall be made available by the Administrator and Contractor upon a written request from a Participant or the Director.
- 4.03 Contractor Disclosure. The Contractor must fully disclose to the Administrator, and to the Employees where appropriate, the fees charged by the Contractor, the fee and commission structure of the Contractor, the investment program offered by the Contractor, and any other pertinent information which the Employer may need in evaluating the Contractor's fee and service.

All service agreements or contracts entered into by the Employer shall contain termination clauses with respect to transfers of assets or responsibility under the Plan.

Any and all policies, contracts, or other legal documents executed by the Employer and any Contractor must be kept in a safe and secure place by the Administrator; the Administrator shall not permit a Contractor to keep the original and all copies of any policies, contracts, or other legal documents.

- 4.04 Annual Audit. The Employer's audit must be submitted within six (6) months of the conclusion of its fiscal year. The audit of the Employer's Plan is included as part of the annual audit of the Employer's books, accounts and financial transactions.

The Contractor shall transmit to the Employer a summary of financial data in a statement form giving a full accounting of the Plan transactions occurring during the Employer's fiscal year, including beginning and ending fund balances. The accounting must also reflect the amount of each Participant's account, the date of each contribution, the beginning and ending fund balances under each Investment Option chosen, earnings and/or losses incurred, administrative charges and fees assessed, any transfer made among Investment Options, the amount of any deposits and withdrawals, and any and all adjustments made to the account. The Contractor shall submit to the Employer applicable confirmation statements or applicable Plan statements, together with its most recent audit report of independent auditors. At the request of the Employer, the Contractor shall make available details of all transactions for each Participant.

The Contractor shall furnish annually to the Director and to the Administrator a copy of the Contractor's Statement of Accounting Standards (SAS) 70 Report, as defined by the American Institute of Certified Public Accountants (AICPA).

The Contractor must further certify to the Director that the annual accounting data supplied to the Employer is accurate and complete.

The independent registered municipal accountant shall evaluate the Employer payroll records and Deferred Compensation Agreements against the information transmitted by the Contractor. The independent registered municipal accountant shall make an appropriate statement and express limited assurances thereon.

The assertions may be made a part of the Employer's annual audit pursuant to N.J.S.A. 40A:5-4 in addition to being transmitted under separate cover to the Director in accordance with AICPA's Statement on Standards for Accounting, Review Services 1 as defined in "Review of Financial Statement."

- 4.05 Conflict of Interest and Related Matters: No Employee or official of the Employer (or any family member of such person or business in which such person has a 10% or greater proprietary interest) shall have any interest, financial or otherwise, in any contract entered into by the Employer relating to the administration of the Plan. The Employer may not enter into a contract with a Contractor that pays money to an organization of which the Employer is a member for endorsement of the Contractor's Plan. There shall be no collusion, or evidence or appearance

of collusion, between any Employee or official of the Employer, and any official or employee of any contractor, vendor, insurance company, bank, consultant, brokerage firm or any other firm that has attempted to solicit or that has been awarded a contract by the Employer. No organization seeking to be a Contractor shall by any means solicit Employees to participate in the Plan or support the efforts of that organization to become a Contractor or, without the knowledge and express written consent of the Employer, otherwise communicate with a prospective Participant.

- 4.06 Nondiscrimination. Any organization seeking to be a Contractor shall certify to the Director, as part of the solicitation of documents specified in N.J.A.C. 5:37-7.7, that it does not discriminate in its employment or investment policies and practices.

ARTICLE V. PARTICIPATION IN THE PLAN

- 5.01 Initial Participation. An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer. An Employee may become a Participant as of the first day of any calendar month by entering into a Deferred Compensation Agreement with respect to compensation not yet paid or made available. A new Employee may become a Participant on the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment with respect to compensation not yet paid or made available. The Deferred Compensation Agreement shall defer compensation not yet paid or made available, and each Deferred Compensation Agreement must be made before the beginning of the month in which it is to become effective or, with respect to a new employee, on or before the first day of employment. An Employee is not precluded from becoming a Participant by reason of having received a pre-1997 cash-out distribution (upon separation from service) of \$3,500 or less from a Code section 457(b) plan.
- 5.02 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum of twenty dollars (\$20.00) per payroll period or such greater amount as may be required under the Investment Option(s) selected in the Participant's Deferred Compensation Agreement.
- 5.03 Amendment of Deferred Compensation Agreement. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. A Participant and Employer may execute only one Deferred Compensation Agreement per calendar year. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Employer.

- 5.04 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Normal Compensation in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 5.05 Recommencement of Participation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 5.04, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month as to which it is to be effective.
- 5.06 Leave of Absence. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 5.07 Deferrals of Sick, Vacation, and Back Pay. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an employee on the date the amounts would otherwise be paid or made available.
- 5.08 Deferrals of Amounts Paid After Severance from Employment. Subject to the approval of the Employer:
- (a) An Employee may elect to defer certain amounts that are paid after Severance from Employment, but only if such amounts are
 - (i) paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of Severance from Employment, and
 - (ii) one of the following types of compensation:
 - (1) regular compensation for services rendered by the Employee (including base pay, overtime, shift differential, commission, bonus or other similar pay), so long as these amounts would have been paid to the Employee prior to termination of employment if the Employee had not had a Severance from Employment; or

- (2) payments for accrued but unused sick, vacation or other leave, but only if the Employee would have been able to use such leave if employment had continued.
- (b) An Employee may also elect to defer amounts paid to the Employee during periods when the Employee is not performing services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)), but only to the extent those payments do not exceed the amount the Employee would have received if the Employee had continued to perform services for the Employer rather than entering qualified military service.
- (c) An Employee may also elect to defer amounts paid to the Employee during a period when the Employee is not performing services for the Employer because the Employee is permanently and totally disabled (as that term is defined in Code section 22(e)(3)), so long as either:
 - (i) the Employee was not a highly compensated employee (as defined in Code section 414(q)) immediately before becoming permanently and totally disabled, or
 - (ii) the plan under which the disability payments are made provides for payments to all Employees who are permanently and totally disabled for a fixed or determined period.

5.09 Compliance with HEART Act. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. If (and only if) the Employer elects in Section 2.10, then effective as of the date elected, the Plan shall treat an individual who dies or becomes disabled (as defined in Code section 72(m)(7)) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. The Plan will determine the amount of Elective Deferral Contributions of an individual treated as employed under this section for purposes of applying Code section 414(u)(8)(C) on the basis of the individual's average actual Elective Deferral Contributions for the lesser of (i) the 12-month period of service with the Employer immediately prior to the qualified military

service or (ii) the actual length of continuous service with the Employer.

ARTICLE VI. DEFERRALS

6.01 Maximum Limitation. The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 10.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

(a) Normal Limitation. The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 6.01(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section 6.01(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to section 457 of the Code.

(b) Catch-Up Limitation. For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:

(1) twice the applicable dollar amount (as described in Section 6.01(c) below); or

(2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.

For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.

(c) Applicable Dollar Amount. For contributions in 2002 and subsequent years, the applicable dollar amount shall be the amount determined in accordance with the following table:

<u>For taxable years beginning in calendar year:</u>	<u>The applicable dollar amount:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000

In the case of taxable years beginning after December 31, 2006, the applicable dollar amount shall be adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code. The applicable dollar amount for 2011 calendar year is \$16,500 and for the 2012 calendar year is \$17,000.

- (d) Coordination with Other Plans. For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under section 457(b) of the Code shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under sections 403(b), 402(e)(3), or 402(h)(1)(B) or (k) of the Code, or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under section 501(c)(18) of the Code.
- (e) Age-Based Catch-Up Contributions. In addition to any other limit set forth in this section, and subject to any limitations that may be imposed under present or future federal tax laws and rules, a Participant who will attain age 50 in the calendar year may contribute an additional amount in such year or a subsequent year, according to the following schedule:

<u>Year of Contribution:</u>	<u>Additional Catch-Up Amount:</u>
Prior to 2002	\$ 0
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 and later	\$5,000

In the case of taxable years beginning after December 31, 2006, the additional catch-up amount shall be adjusted for cost-of-living increases in accordance with section 414(v)(2)(C) of the Code. The additional catch-up amount for the 2011 and 2012 calendar years is \$5,500.

- (f) Coordination of Catch-Up Contributions. A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
 - (g) Excess Deferrals. Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.
- 6.02 Timing. The amount of compensation deferral specified by each Participant in the Participant's Deferred Compensation Agreement shall be deferred by the Employer at the end of each pay period. Amounts withheld from the employees shall be turned over to the Contractor for investment within 72 hours, exclusive of Sundays and holidays, from the time the funds are withheld from the Participant.
- 6.03 Withholding. Notwithstanding any other provision in the Plan, the amount of Deferred Compensation credited to a Participant's Account pursuant to his Deferred Compensation Agreement shall not reduce or affect the amounts otherwise properly withheld and deducted from Normal Compensation for New Jersey Gross Income Tax, pensions, Social Security, Insurance and other fringe benefits. However, the computation of Federal Income Tax withholding shall be made after giving effect to the amount of Deferred Compensation to be credited to the Participant's Account subject to the limitations of Section 6.01.

ARTICLE VII. INVESTMENT OF DEFERRED COMPENSATION

- 7.01 Annuity Contracts and Other Plan Investments. For the purposes of measuring and satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of each Participant's Deferred Compensation in an Investment Option or Investment Options as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 7.03 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held

in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.

7.02 Crediting of Accounts. The Participant's Account shall reflect the amount and value of any investment of the Participant's Deferred Compensation. It is anticipated that the Employer's investments with respect to a Participant shall conform to the Investment Option(s) selection made in the Participant's Deferred Compensation Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation; provided, however, that the Employer shall not cause any Deferred Compensation which has been invested in accordance with a Participant's selection of an Investment Option or Investment Options to be liquidated and reinvested under a different Investment Option except at the request of a Participant and in accordance with regulations or rulings promulgated under N.J.A.C. 5:37-9.2. Each Participant shall receive periodic reports, not less frequently than quarterly, showing: the value of his Account and the value of the entire Plan as of the end of the calendar year or other accounting period for which the report is made; the Participant's Account balance as of the end of the preceding accounting period; the amount of compensation deferred during the accounting period; and the amount of income, gains or losses credited to the Participant's Account during the accounting period. The Contractor shall credit to the Plan and to each Participant's Account the return or loss on investment no less than once per month, except for annuity programs.

7.03 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts, or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of section 457(g)(1) of the Code. The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator

or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

- 7.04 Employer Liability. The benefits paid to a Participant or Beneficiary pursuant to Article VIII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and neither the Employer nor the Contractor shall be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 7.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, if so elected by the Employer, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Employer and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

ARTICLE VIII. BENEFITS

- 8.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 8.03.
- 8.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 8.01.

8.03 Payment Options. A Participant (or a Beneficiary as provided in Section 8.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the limitations set forth in Section 8.04:

- (a) life annuity;
- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years (once this payment option is chosen, neither the amount of the payments nor the period over which the payments are taken can be changed);
- (h) withdrawals of a specified amount (once this payment option is chosen, neither the amount of the payments nor the period over which the payments are taken can be changed); or
- (i) any other method of payment agreed upon between Participant and Employer and accepted by the Contractor.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

8.04 Required Minimum Distributions.

- (a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) and any additional Code limitations applicable to the Plan. The provisions of this section shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under

section 401(a)(9) of the Code. Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

- (b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f)), below), distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under

paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of section 401(a)(9) of the Code.

- (c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as

follows:

- (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph (d)(1) and subsection (2).
 - (4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30

of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 3.04 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the regulations.
- (2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31 of that distribution calendar year.
- (3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the regulations.
- (4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar

year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (5) “Required beginning date” means April 1st of the calendar year following the later of:
 - (a) the calendar year in which the Participant attains age 70-1/2; or
 - (b) the calendar year in which the Participant retires.
- (f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (b), or by September 30 of the calendar year which contains the fifth anniversary of the Participant’s (or, if applicable, the surviving spouse’s) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

8.05 2009 Required Minimum Distributions (“RMDs”).

- (a) Continuation of RMDs for Participants Receiving Installment Payments Unless Otherwise Elected by the Participant; Suspension of RMDs for All Other Participants. This paragraph applies if elected by the Employer in Section 2.09 or if no election is made by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009

RMD shall be suspended in accordance with Code section 401(a)(9)(H).

- (b) Continuation of RMDs for All Participants Unless Otherwise Elected by the Participant. This paragraph applies if elected by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- (c) Continuation of RMDs for All Participants Unless Otherwise Elected by Participants Receiving Installment Distributions. This paragraph applies if elected by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiaries receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.
- (d) Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Section 2.09, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.09, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code section 401(a)(9)(H)

- 8.06 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under a payment option, the guaranteed or remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must

comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. If the Beneficiary does not continue to live for the remaining period of payments under the payment option, then the remaining benefits under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

- 8.07 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 8.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.
- 8.08 Unforeseeable Emergency Withdrawals. If the Employer so elects under Section 2.02, then in the event of an unforeseeable emergency, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency need. The Employer may establish written guidelines for nondiscretionary unforeseeable emergency determinations to be made by the Contractor.

The regulations under section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, *e.g.*, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable

deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 8.08, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Unless otherwise elected under Section 2.02, then effective as of August 17, 2006, a Participant's unforeseeable emergency includes a severe financial hardship of the Participant's primary beneficiary under the Plan, that would constitute an unforeseeable emergency if it occurred with respect to the Participant's spouse or dependent as defined under Code section 152. For purposes of this section, a Participant's "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

8.09 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.

8.10 Participant's Election to Receive In-Service Distribution. If the Employer so elects under Section 2.03, a Participant may elect to receive an in-service distribution of the total amount payable to the Participant under the Plan if:

- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 8.10 or under Section 8.11.

- 8.11 Distribution without Participant's Consent. If the Employer so elects under Section 2.04, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:
- (a) such amount does not exceed \$1,000,
 - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 8.11 or under Section 8.10.
- 8.12 Distributions to Individuals Performing Service in Uniformed Services. If (and only if) elected by the Employer under Section 2.06, a Participant who is deemed to have incurred a Severance from Employment on account of performing services in the uniformed services (as defined in chapter 43 of title 38, United States Code) for a period of active duty of more than 30 days may elect to receive a distribution of all or a portion of the Participant's Account under the Plan. However, the Plan will not distribute the Participant's Account without the Participant's consent. If the Participant elects to receive a distribution under this provision, the Participant may not elect to defer Compensation to the Plan during the 6-month period beginning on the date of the distribution.
- 8.13 Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise under Section 2.07, for distributions in taxable years beginning after December 31, 2006, an "Eligible Retired Public Safety Officer" may elect annually for that taxable year to have the Plan (i) deduct an amount from the distribution which the Eligible Retired Public Safety Officer otherwise would receive (and include in income) and (ii) pay such deducted amounts directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract. The amount deducted (and paid to the provider) may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code section 402(l). For purposes of this section: (i) an "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer, (ii) a "Public Safety Officer" has the same meaning as in section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, and (iii) the term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse and dependents, by an accident or health plan or a qualified long-term care insurance contract (as defined in Code section 7702B(b)).

ARTICLE IX. NON-ASSIGNABILITY

9.01 In General. Except as provided in Section 9.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable; nor shall any unpaid benefits be subject to attachment, garnishment, or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent required by law.

9.02 Domestic Relations Orders.

- (a) Allowance of Transfers. Notwithstanding Section 9.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.
- (b) Release from Liability to Participant. The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Contractor has been provided with satisfactory evidence that the Employer and the Contractor are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Contractor from any claim with respect to such amounts, in any case in which (i) the Employer or Contractor has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the

jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Contractor to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Contractor from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Contractor if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).

- (c) Participation in Legal Proceedings. The Employer and the Contractor shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Contractor to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Contractor shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.
- (d) Effective April 6, 2007, a domestic relations order will not fail to be a domestic relations order (1) solely because the order is issued after, or revises, another domestic relations order; or (2) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to domestic relations orders.

ARTICLE X. TRANSFERS

10.01 Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 10.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation

plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this Section 10.01(a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 6.01, except that, for purposes of applying the limit of Section 6.01, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

- (b) Permissive Service Credit Transfers. Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 10.01(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 10.01(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

- 10.02 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall

be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

10.03 Non-spousal Beneficiary Rollovers.

- (a) For distributions after December 31, 2009, and unless otherwise elected in Section 2.08, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a “designated beneficiary” under Code section 401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer (“direct rollover”), all or any portion of his distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.
- (b) Although a non-spouse Beneficiary may roll over directly a distribution as provided in paragraph (a) above, any distribution made prior to January 1, 2010, is not subject to the direct rollover requirements of Code section 401(a)(31) (including Code section 401(a)(31)(B), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for an indirect “60-day” rollover.
- (c) If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a “designated beneficiary” within the meaning of Code section 401(a)(9)(E).
- (d) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. section 1.401(a)(9)-3, A-4(c), in determining the required

minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

ARTICLE XI. LOANS

If the Employer so elects under Section 2.05, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Annuity Contract or other Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Code section 72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

- 12.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code and applicable regulations; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. Prior to effectuating any material amendment to the Plan, the Administrator shall notify all Participants in writing setting forth the nature of the amendment, why it is being made, and likely impact on Participants. If the amendment will have any adverse impact on Participants, they shall have the right to modify their Deferred Compensation Agreements as provided in Article V to reduce or eliminate that impact. Participants shall thereafter receive their Normal Compensation and benefits shall be paid as provided in Article VIII. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan.
- 12.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.
- 12.03 Director Approval. Any amendment made to this Plan must be submitted to the Director for approval prior to implementation, together with a

resolution of the governing body of the Employer adopting the amendment.

ARTICLE XIII. USERRA

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE XIV. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XV. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

ARTICLE XVI. APPLICABLE LAW

16.01 State and Federal Law. This Plan shall be construed under the laws of the State of New Jersey and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under section 457 of the Code. The provisions of this Plan shall be interpreted wherever possible in conformity with the requirements of that section. This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

16.02 Contract Approval. Every contract or agreement entered into by the Employer pursuant to this Plan is subject to the rules and regulations of the Division of Local Government Services and such rules and regulations to the extent applicable are made a part hereof.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed by its duly authorized officer on this _____ day of _____, _____.

Employer Name: _____
Please Print

By: _____

Name: _____

Title: _____

Attest

By: _____

Name: _____



The Variable Annuity Life Insurance Company
P.O. Box 15648
Amarillo, TX 79105

VALIC Specimen Section 457(b) Plan Document Changes

The following summary highlights the material changes made to the VALIC specimen 457(b) plan document for use by New Jersey governmental employers:

Section 1.01, Establishment of Plan. The opening paragraph has been modified to reflect that this document may be used to establish a new plan or to amend and restate an existing plan.

Sections 2.02 and 8.08, Unforeseeable Emergency Withdrawals. If the Employer elects (in Section 2.02) to allow unforeseeable emergency withdrawals under Section 8.08 of the Plan, then the Employer may also elect whether to allow such distributions on account of an illness, accident or funeral expense of the Participant's primary Beneficiary.

Sections 2.06 and 8.12, Distributions to Individuals Performing Service in the Uniformed Services. The Employer may elect (in Section 2.06) to allow distributions by individuals on military leave, but participants who elect such distributions (if allowed) will be subject to a 6-month suspension of deferrals.

Sections 2.07 and 8.13, Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise (in Section 2.07), a Participant who qualifies as an eligible retired public safety officer may elect to have up to \$3,000 of an otherwise taxable distribution withheld and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract.

Sections 2.08 and 10.03, Non-spousal Beneficiary Rollovers. Under the Pension Protection Act of 2006, plans had the option to allow a non-spouse beneficiary to make a direct rollover to an "inherited" IRA (for distributions after 2006). Under later legislation, this provision became mandatory (for distributions after December 31, 2009). The Employer may elect (in Section 2.08) to allow such rollovers by non-spouse Beneficiaries as of a date earlier than January 1, 2010, but not earlier than January 1, 2007.

Sections 2.09 and 8.05, 2009 Required Minimum Distributions ("RMDs"). These sections were added to reflect the optional waiver of the minimum distribution requirements (under Code Section 401(a)(9)) for the 2009 calendar year. The Employer must indicate (by making the appropriate elections in Section 2.09) how the Plan handled required minimum distributions for 2009, and what distributions were eligible for direct rollover.

Section 2.10 and 5.09, Optional Benefit Accruals under HEART Act. Under the HEART Act, governmental 457(b) plans may, but are not required to, treat certain Participants who die or become disabled while on active duty in the uniformed services as if they had returned to work on the day before their date of death or disability (such that they would be entitled, under USERRA, to any additional benefit accruals attributable to their period of military service). If the Employer wishes to provide for this "optional" benefit accrual, the Employer should check the second box in Section 2.10 and indicate the effective date of the provision (which cannot be earlier than the first day of the 2007 plan year).

Section 3.12, Employee. Under the HEART Act, for years beginning after 2008, the term "Employee" also includes an individual on military leave who is receiving "differential wage payments," as defined in Section 3.13.

Section 3.13, Includible Compensation. Under the HEART Act, for years beginning after 2008, Includible Compensation must include "differential wage payments" (payments by the Employer to Employees on active duty in the uniformed services for a period of more than 30 days).

Section 3.15, Normal Compensation. For years beginning after 2008, "Normal Compensation" also includes "differential wage payments," as defined in Section 3.13.

Section 3.19, Severance from Employment. Under the HEART Act, for years after 2008, for purposes of the withdrawal restrictions under Section 457(b) (which normally prohibit distributions before severance from employment or attainment of age 70 ½), an individual is “treated” as having a severance from employment during any period the individual is performing service in the uniformed services. However, the Employer may elect, in Section 2.06, whether to permit distributions to such individuals.

Section 5.01, Initial Participation. This section has been modified to clarify that (i) a Participant may only defer compensation that is not yet paid or made available to the Participant, and (ii) an Employee is not precluded from participating solely because the Employee received a pre-1997 cash-out distribution of a small account from a Section 457(b) plan.

Sections 5.07 and 5.08, Deferrals of Sick, Vacation and Back Pay and Deferrals of Amounts Paid after Severance from Employment. *Before* a Severance from Employment, Participants may elect to defer accumulated sick, accumulated vacation, and back pay if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. *After* a Severance from Employment, deferrals may be made by former Employees with respect to certain types of compensation if such amounts are paid by the later of 2 ½ months after severance or the end of the calendar year which includes the date of severance. These amounts include regular pay that would have been paid prior to termination if the Participant had not severed employment, and payments for accrued sick, vacation or other leave the Participant would have been able to use if employment had continued. Deferrals may also be made by former Employees with respect to compensation paid to permanently and totally disabled Participants, and with respect to compensation related to qualified military service.

Section 6.01, Maximum Limitation. The applicable dollar amount and the age-based catch-up contribution amounts were updated to reflect the 2011 and 2012 cost-of-living adjustments.

Section 9.02, Domestic Relations Orders. Effective April 6, 2007, the plan may recognize domestic relations orders that were issued after a previous order, or after the Participant’s death.

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO.: _____

**A RESOLUTION DIRECTING THE HOBOKEN CORPORATION COUNSEL TO
ADVISE THE COUNCIL OF THE CITY OF HOBOKEN ON A LEGISLATIVE
RESPONSE TO EXCESSIVE WATERFRONT DEVELOPMENT, SUCH AS THE
“MONARCH AT SHIPYARD” PROJECT**

WHEREAS, the Corporation Counsel of the City of Hoboken is required as part of his duties to advise the City Council of the City of Hoboken on any matter relating to the City government when requested to do so; and,

WHEREAS, the Applied Companies are proposing to develop two 11-story residential towers on a pier at the north end of the Shipyard site, a project called “Monarch at Shipyard;” and,

WHEREAS, on October 5, 2011, the Hoboken City Council unanimously adopted a resolution opposing the “Monarch at Shipyard” development on the grounds that the proposed development is contrary to the City’s Master Plan and would negatively impact the City’s waterfront; and,

WHEREAS, Mayor Dawn Zimmer, Assemblyman Ruben Ramos and other community leaders have publicly spoken out about their concerns should the “Monarch at Shipyard” development proceed as planned; and,

WHEREAS, notwithstanding all of the foregoing, the New Jersey Department of Environmental Protection recently approved permits for the “Monarch at Shipyard” development, and this project continues to move forward rapidly; and,

WHEREAS, the City Council believes that it is appropriate and warranted to promptly determine whether any legislative response may be available in order to deal with the concerns posed by the “Monarch at Shipyard” development and other similar developments that may threaten the City’s Hudson River waterfront in the future.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN as follows:

1. The City Council directs the Corporation Counsel to immediately begin working on any possible legislative changes to the Code of the City of Hoboken that will protect the City from excessive waterfront development, including, but not limited to, the “Monarch at Shipyard Development,” and to ameliorate the risks posed by such projects to the health, safety and welfare of the citizens of Hoboken should they be allowed to proceed;

2. The City Council directs the Corporation Counsel to deliver his report and any proposed legislation to the City Council no later than February 1, 2012.

3. The City Clerk shall deliver a certified copy of this Resolution to Corporation Counsel Mark Tabakin.

APPROVED AS TO FORM:

Corporation Counsel

Date of Meeting: January 4, 2012

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING A CONTRACT WITH VOGEL, CHAIT,
COLLINS & SCHNEIDER FOR THE SERVICES OF TOM COLLINS, ESQ. ,
ESQ AS SPECIAL COUNSEL FOR LITIGATION IN THE MATTERS OF
BLOCK 112 DEVELOPMENT, LLC, DOCKET NO. HUD-L-6010-10 AND
URSA DEVELOPMENT GROUP, LLC V. CITY OF HOBOKEN, DOCKET
NO. HUD-L-6449-11, IN AN AMOUNT NOT TO EXCEED \$100,000.00**

WHEREAS, the City of Hoboken currently has outstanding litigation relating to the Matter of Block 112 Development, LLC, Docket No. HUD-L-6010-10; and,

WHEREAS, the City of Hoboken was recently served with new litigation in the matter of URSA Development Group, LLC v. City of Hoboken, Docket No. HUD-L-6449-11; and,

WHEREAS, the above referenced litigations will require the skilled expertise of an experienced redevelopment attorney to represent the City of Hoboken's interests, which skilled expertise and experience Tom Collins, Esq. has demonstrated throughout his legal career; and,

WHEREAS, this special expertise and knowledge, as well as the emergent need for continuous expert legal representation, provide a basis for continuance of the waiver of the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 *et seq.* of the Code of the City of Hoboken), as permitted by the Ordinance with regard to Tom Collins, Esq.; and,

WHEREAS, Vogel, Chait, Collins & Schneider is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 *et seq.* of the Code of the City of Hoboken) and the affirmative action contract compliance requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*; and,

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

WHEREAS, said services require the City to award the contract sum in an amount not to exceed One Hundred Thousand (\$100,000) Dollars; and,

WHEREAS, funds are available for this purpose upon adoption of the to-be-introduced CY 2012 budget.

NOW THEREFORE, BE IT RESOLVED (*a majority of the whole Council concurring*) that the professional service contract between the City of Hoboken and Vogel, Chait, Collins & Schneider be awarded as follows:

1. The services of Tom Collins, Esq. shall be retained for a term to commence immediately upon adoption of this Resolution and to terminate on December 31, 2012;
2. Tom Collins, Esq. shall be retained Special Legal Counsel – Litigation to represent the City in the matter of Matter of Block 112 Development, LLC, Docket No. HUD-L-6010-10 and the Matter of URSA Development Group, LLC v. City of Hoboken, Docket No. HUD-L-6449-11;
3. The not to exceed amount of the contract shall be for an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars, with a maximum hourly rate of \$150.00/hour for attorneys, \$50/hour for paralegals, and \$20/hour for support staff;
4. The contract shall state that the attorney must provide the City with written notice when 80% of the not to exceed amount has been invoiced, and prior to incurring costs above the not to exceed amount. the attorney shall await Council

approval of an increase in the not to exceed amount, or in the alternative, and as necessary to protect the City's legal interests until the Council has the opportunity to consider the not to exceed amount, shall proceed with the prior written approval of the City's Corporation Counsel.

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

BE IT FURTHER RESOLVED that this approval by the City Council is contingent upon Vogel, Chait, Collins & Schneider complying with all requirements of Hoboken Code Section 20A-14 and all requirements of the Affirmative Action laws and regulations of the State of New Jersey, and failure to comply with all requirements within fifteen (15) days of the adoption of this Resolution shall render this resolution null and void; and

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

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and terminate on December 31, 2012.

Meeting Date: January 4, 2012

Approved:

Approved as to Form:

Arch Liston
Business Administrator

Mark A. Tabakin
Corporation Counsel

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds in the amount of \$100,000.00 are available in the following appropriations:

Special Counsel - CY 2012

These funds, for which the amount shall be included within the to-be-introduced CY 2012 budget, subject to approval of the CY 2012 to-be-introduced budget, are sufficient to meet the contractual commitment providing for:

**A CONTRACT FOR THE 2012 CALENDAR YEAR WITH VOGEL, CHAIT,
COLLINS & SCHNEIDER FOR THE SERVICES OF TOM COLLINS, ESQ.
AS SPECIAL COUNSEL FOR LITIGATION IN THE MATTER OF BLOCK
112 DEVELOPMENT, LLC, DOCKET NO. HUD-L-6010-10 AND IN THE
MATTER OF URSA DEVELOPMENT GROUP, LLC, DOCKET NO. HUD-L-
6449-11**

For payment to be submitted to the following contractor:

Vogel, Chait, Collins & Schneider
25 Lindsley Drive - Suite 200
Morristown, NJ 07960

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



Chief Financial Officer

Date: _____

1/3/2012

THOMAS F. COLLINS, JR.
Vogel, Chait, Collins and Schneider
25 Lindsley Drive, Suite 200
Morristown, New Jersey 07960-4454
W (973) 538-3800
C (201) 919-1409
tcollins@vccslaw.com

EDUCATION:

RUTGERS UNIVERSITY

School of Law - Newark, NJ: June, 1979, J.D. Recipient of Eli Jarmell Award for interest and ability in public interest law. Top third of class. Scholastic average: B+

Graduate School, Department of Urban Planning and Policy Development, New Brunswick, NJ: 1978, Master of City and Regional Planning. Joint Degree Program in Law and Planning. Scholastic average: A

HOLY CROSS COLLEGE, Worcester, MA: June, 1975, B.A. *Magna Cum Laude*. *Phi Beta Kappa*, *Pi Sigma Alpha* (Political Science Honors Society), Honors Program. Major: Political Science; Minor: Environmental Studies. Scholastic average: A-

EXPERIENCE:

September 1980 Member of the Firm, Vogel, Chait, Collins & Schneider
A Professional Corporation
25 Lindsley Drive – Suite 200
Morristown, New Jersey 07960-4454

Responsibilities include: litigation and practice in municipal, planning, zoning, development and redevelopment, affordable housing, land use and environmental law, including, among other things, applications for subdivisions, site plans, variances and rezonings, drafting of municipal ordinances and resolutions, challenges to and defenses of municipal zoning ordinances, litigation involving contracts, construction contracts, negligence, fraud and misrepresentation, insurance, environmental law and other areas of general practice; real estate law; NJDEP

remediation approvals, Superfund and Spill Fund matters and related insurance coverage claims; and general municipal law for various municipalities and municipal agencies. Attorney for the following:

Byram Township Municipal Attorney (2006-present)
Sparta Township Planning Board (1985 - present);
Fredon Township Board of Adjustment (1990 - 2001);
Andover Township Board of Adjustment (1991 - 2006);
Andover Township Planning Board (1993 - 2006);
Hardyston Township Planning Board (1994 - present);
Bedminster Township Planning Board (1998 - present);
Bridgewater Township Planning Board (2004 to present);
Attorney for the Morristown Housing Authority (1986 - 1988)

Assisted in the representation of the Town of Morristown, Mount Olive Township and Madison Borough. Serves, or has served as Special Counsel for land use or environmental matters to the Townships of Bedminster, Fredon, Andover, Sparta, Hardyston and Frankford.

September 1979
September 1980

Special Assistant United States Attorney/Deputy Attorney General, Department of Justice, Office of the United States Attorney, Newark, NJ, Toxic Waste Task Force, and State of New Jersey, Department of Law and Public Safety.

Responsibilities included: investigations and civil and criminal litigation involving illegal disposal of toxic and hazardous substances, including litigation against sanitary and hazardous waste landfills, municipal sewage and sanitary treatment plants and authorities, and generators, transporters and disposers of hazardous waste; these cases involved violations of the Clean Water Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Refuse Act, ocean dumping statutes and other Federal environmental statutes; settlement negotiations in civil environmental cases and plea bargaining in criminal cases, criminal law experience in environmental law, mail fraud, and other fraud statutes; also responsible for coordination of Task Force activities of the United States Attorney's Office with the U.S. Environmental Protection Agency and the N.J. Department of Environmental Protection.

September 1977
June 1979

Graduate Research Assistant to Professor William Goldfarb (J.D./Ph.D.) Department of Environmental Resources, Cook College, Rutgers University, New Brunswick, NJ.

Responsibilities included: expert consulting to the Rutgers School of Engineering and the New Jersey Department of Environmental Protection; legal and planning research and writing of Legal and Institutional Management and Land Use Components of a water quality and water supply study of the Delaware and Raritan Canal which was conducted in conjunction with the School of Engineering under a contract with the N. J. Department of Environmental Protection.

September 1978
January 1979

Law Clerk, Department of Justice, Office of the United States Attorney, Newark, NJ.

June 1977
September 1977

Assistant Energy Facilities Planner, Middlesex County Planning Board, New Brunswick, NJ.

Responsibilities included: analysis and projection of the onshore impacts of Outer Continental Shelf oil and gas development. Co-authored Offshore Oil and Coastal Energy Facilities Study: Interim Report (August, 1977) and Policies for Handling Impacts of Offshore Oil and Coastal Energy Facilities in Middlesex County (January, 1978).

September 1976
June 1977

Graduate Teaching Assistant to Professor Jerome G. Rose (J.D.). Department of Urban Planning and Policy Development, Rutgers University.

Responsibilities included: editing of cases for and assisting in preparation of Rose, Legal Foundations of Land Use Planning, and assisting in teaching of two graduate level courses in planning law.

September 1973
January 1974

Intern, United States Senate, Commerce Committee, Subcommittee on the Environment, Assistant to Staff Attorneys.

BAR MEMBERSHIP: New Jersey Bar - Admitted December, 1979; Bar of the United States District Court, District of New Jersey, Admitted December, 1979; Bar of the United States Court of Appeals, Third Circuit, Admitted July 15, 1981; and Bar of the United States Supreme Court, Admitted May 16, 1983.

OTHER LICENSES: Licensed Professional Planner, Admitted August, 1982.

PROFESSIONAL ASSOCIATIONS: New Jersey State Bar Association
American Bar Association
American Planning Association
Member Morris and Sussex County Bar Associations
Trustee Land Use Law Section, 1988 - Present
Chairman Land Use Law Section, 1992
Member, Environmental Law Section
Member, Institute of Municipal Attorneys
Assistant Counsel, New Jersey Planning Officials
Counsel, New Jersey Association of Planning and Zoning Administrators

PUBLICATIONS: *Municipal Law Review* (December, 1989) "The Revised Chapter 199 Individual Subsurface Disposal Regulations - The State's Largest Land Use Regulator Strikes Again".

Co-authored West Publishing Company's *New Jersey Practice - Skills and Methods*, Chapter 42 "Municipal Land Use Law".

GUEST LECTURER: Co-Adjutant Faculty - Rutgers University - Municipal Land Use Law Courses for Board Members and Administrators.
Institute of Continuing Legal Education's Seminars on Land Use and Environmental Matters - Regular Lecturer -
Land Use Law Section NJSBA - Regular Lecturer
National Business Institutes, Inc. - Guest Lecturer
Institute of Municipal Attorneys - Regular Lecturer
AICP Exam Preparation Course - Regular Lecturer

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

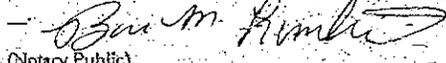
- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

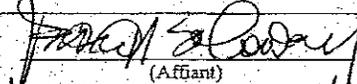
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Arnold H. Chait	Name: Richard L. Schneider
Home Address: 11 Dale Drive Morristown, NJ 07960	Home Address: 7 Chidester Road Randolph, NJ 07869
Name: Thomas F. Collins, Jr.	Name:
Home Address: 86 Lambert Drive Sparta, NJ 07871	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4th day of January, 2012.


 (Notary Public)


 (Affiant)

Richard L. Schneider - Assistant Secretary
 (Print name & title of affiant)

My Commission expires: **BONNIE M. LAMBERT**
 A Notary Public of New Jersey
 My Commission Expires June 10, 2015

(Corporate Seal)

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION AWARDS A CONTRACT TO CHAS. S.
WINNER / TJH CHEVROLET THROUGH ITS STATE OF NEW
JERSEY CONTRACT NUMBER A79008 FOR THE PURCHASE
OF TWO (2) POLICE CARS FOR A TOTAL COST OF
\$57,312.50**

WHEREAS, N.J.S.A. 40A:11-5 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Chas. S. Winner/TJH Chevrolet has been approved as a State Contractor pursuant to Contract Number A79008; and,

WHEREAS, the City of Hoboken's Police Department is in need of two (2) new police cars, for which goods Chas. S. Winner/TJH Chevrolet has provided the attached proposal to the City with a total purchase price of \$57,312.50; and,

WHEREAS, the funds are available for this contract upon approval of the 2012 temporary budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide two (2) police cars to the Hoboken Police Department as described in the attached proposal and purchase order, at cost not to exceed those listed in the attached proposal, and for a total not to exceed amount of Fifty Seven Thousand Three Hundred Twelve (\$57,312.00) dollars, as follows:

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

Chas. S. Winner / TJH Chevrolet
250 Berlin Road
Cherry Hill, NJ 08034

Reviewed:

Approved as to form:

Arch Liston
Business Administrator

Mark A. Tabakin, Esq.
Corporation Counsel

Date of Meeting: January 4, 2012

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$57,312.50 is available in the following appropriations:

These funds, the amount which shall be included in the to-be-introduced CY 2012 budget, are sufficient to meet the contractual commitment providing for:

**TWO (2) POLICE CARS TO THE HOBOKEN POLICE
DEPARTMENT**

For payment to be submitted to the following contractor:

Chas. S. Winner / TJH Chevrolet
(State of New Jersey Contract A79008)

I further certify that, subject to adoption of the CY 2012 temporary budget, this commitment together with all previously made commitments do not exceed the appropriation balance available for this purpose.

Chief Financial Officer

Date: _____



CITY OF HOBOKEN

DIVISION OF PURCHASING

94 WASHINGTON ST. • HOBOKEN, N.J. 07030-4585

(201) 420-2027

PURCHASE ORDER
No. **CY-05081**

Pg 1

SHIP TO
PS POLICE
HOBOKEN POLICE DEPARTMENT
106 HUDSON STREET
HOBOKEN, NJ 07030

ORDER DATE: 12/30/11
REQUISITION NO: R1006370
DELIVERY DATE:
STATE CONTRACT: A79008
F.O.B. TERMS:

VENDOR #: 09206
CHAS. S. WINNER/TJH CHEVROLET
250 BERLIN ROAD
CHERRY HILL, NJ 08034

VENDOR: READ IMPORTANT REQUIREMENTS ON BACK

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) TAX EXEMPTION # 22-800-1893

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE OF POLICE CARS	1-01-25-242-020	56,440.0000	56,440.00
1.00	PURCHASE OF POLICE CARS PER QUOTE DATED 12/30/2011 STATE CONTRACT #A79008	1-01-25-241-037	872.5000	872.50
			TOTAL	57,312.50

VENDOR: THIS VOUCHER SHALL BE SIGNED AND RETURNED TO THE "SHIP TO" DEPARTMENT ADDRESS.
THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN, SET FORTH ON THE REVERSE SIDE HEREOF AND ANY SUPPLEMENTARY OR ADDITIONAL TERMS AND CONDITIONS ANNEXED HERETO OR INCORPORATED HEREIN BY REFERENCE, ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER ARE OBJECTED TO AND HEREBY REJECTED.

CLAIMANT'S CERTIFICATION AND DECLARATION
I solemnly declare and certify under the penalties of the law that the information in this bill is correct in all its particulars; that the articles have been weighed or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of a claimant in connection with the above claim; that the amount herein stated is justly due and owing; and that the amount charged is a reasonable one; I have read and understand all conditions.
Arda Ayman
Fleet Sales
12-30-11

Having knowledge of the facts and in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal employee or other responsible procedure.
SIGNATURE _____ TITLE _____
I approve the within claim and recommend the adoption of a resolution ordering the payment of this claim to the party in whose name the claim is made.
PURCHASING DEPT. _____

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
CERTIFICATION OF FUNDS
I hereby certify the funds are available and encumbered.
[Signature] 12/30/2011
CHIEF FINANCIAL OFFICER
PAYMENT AUTHORIZED

VENDOR - SIGN AT X AND RETURN WITH INVOICE FOR PAYMENT

092016

Chas. S. Winner/TJH Chevrolet

Please forward purchase order as named above

New Jersey State Contract #A79008

Dealer Representative: Phil Scott

Cell: (631) 704-7131 Email: pscott@winnerford.com

Customer: Hoboken PD

Date: December 30, 2011

Att: Lt. Wehrhahn

Color: Black and White

Additional Options

- Whelen Liberty LED Lightbar
- Whelen 295SLSA6 Siren/Switch Box
- Speaker and Bracket
- 4 Corner LED Hide-A-Way
- Headlight Flasher
- 18" Console with Armrest, Cupholder and Mic Clips
- LED Grille Lights
- Dual LED Deck Lights
- Setina Partition with LED's
- Graphics Kit

Total Vehicle as Specified (Each): \$28,656.25

Two (2) Vehicles: \$57,312.50

*Weed Residue
to Weed*

Leasing and Extended Warranties Available

Chas. S. Winner/TJH Chevrolet

Please forward purchase order as named above

New Jersey State Contract #A79008

Dealer Representative: Phil Scott

Cell: (631) 704-7131 Email: pscott@winnerford.com

Customer: *Hoboken PD*

Date: *December 30, 2011*

Att: *Lt. Wehrhahn*

Color: *Black and White*

2012 Chevrolet Impala 9C1 Marked

Base Vehicle as per State Contract

\$18,889.69

3.9l V6 Engine
150 Amp Alternator
Anti-Lock Brakes
Cloth Bucket/Vinyl Rear Seat *
Power Steering and Brakes
Power Windows and Locks
Air Conditioning
AM/FM Stereo
P225/60R16 V Rated Tires
Tilt Steering
Rear Window Defroster
Radio Noise Suppression
Power Driver's Seat
Bolt-on Center Hub Caps *
Carpet Floor
Front License Plate Bracket
Side Air Bags
Keyed Alike
Vinyl Floor Covering
Inoperative Dome Lamp
Driver's Side Spotlight
Heated Mirrors
Rear Door Handles Inoperative
Rear Window Switches Inoperative
Skid Plate
Auxiliary Dome Lamp
Ignition Controlled Trunk Release
EAI53 80 Amp Power Source
Full Size Spare Tire
Two Tone Paint
Keyed Alike

Total Per Vehicle:

\$21,824.69

Alysia Smickley

From: Chris Baldwin [cbaldwin@hobokennj.org]
Sent: Monday, January 02, 2012 8:44 AM
To: Alysia Smickley
Cc: Arch Liston
Subject: Police Cars
Attachments: 20120102085753709.pdf

Alysia,

We issued a PO Friday for the purchase of 2 police cars. The PO and quote are attached. Arch mentioned that we need a resolution for Wednesday's council meeting

Chris

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES
A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON
WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL
COUNCIL OF MAYORS**

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and

WHEREAS, Hoboken wishes to try and keep these programs alive.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council that, subject to the adoption of like resolutions by all other municipalities in the NHRCM, the City of Hoboken shall agree to contribute it's proportionate share of the cost of the "Meals on Wheels" program; and

BE IT FURTHER RESOLVED that the amount to be provided, by the City of Hoboken, for the fiscal year 2012 shall be in the amount of **\$45,500.00 (\$11,375.00 per quarter) for Meals on Wheels and \$11,192.26 (\$2,798.25 per quarter) for Nutrition Supplement**; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute, attest, seal and deliver such documents as are necessary and appropriate to carry out the purposes and intent of this Resolution, in form satisfactory to the Corporation Counsel.

MEETING: January 4, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston, Business Administrator

Mark A. Tabakin, Corporation Counsel

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds in the amount of \$56692.26 are available in the following appropriations:

These funds, for which the amount shall be included within the to-be-introduced CY 2012 budget, subject to approval of the CY 2012 to-be-introduced budget, are sufficient to meet the contractual commitment providing for:

2012 MEALS ON WHEELS AND NUTRITION SUPPLEMENT

For payment to be submitted to the following contractor:

North Hudson Council of Mayors

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



Chief Financial Officer

Date: _____

1/3/2012

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38TH Street Rm. 216
UNION CITY, N.J. 07087
201-866-5815 Fax 201-866-5005

Executive Director
Dr. Nicholas J. Cicco

Chairman
Mayor Gerald R. Drasheff

Project Director
Senior Nutrition/M.O.W. Pgms.
Theresa Altamura

December 30, 2011

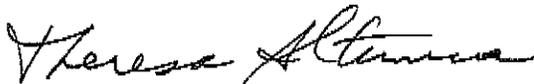
Mr. Arch Liston
Purchasing Agent
Hoboken Town Hall
94 Washington Street
Hoboken, N.J. 07030

Dear Mr. Liston,

This is to request Local Match Shares for FY-2012 for operation of the Senior Nutrition and Meals-On-Wheels Programs in the amount of \$45,500 (\$11,375 per qtr.); Nutrition Supplement in the amount of \$11,192.26 (\$2,798.25 per qtr.).

Thank you.

Yours truly,



Theresa Altamura
Project Director
Senior Nutrition Pgm.

TA/tra

FAX COVER SHEET

DATE 12/30/11

Attn: Jennifer Mastropiatis

TO Mr. Arch Lister, Hoboken Town Hall

FROM Senior Nutrition Pgm.

NUMBER OF PAGES INCLUDING THIS TRANSMITTAL COVER SHEET 2.
IF ANY OF THIS TRANSMISSION IS MISSING/UNCLEAR, PLEASE NOTIFY US
A.S.A.P.

URGENT

REPLY A.S.A.P.

CONFIRM RECEIPT

PLEASE COMMENT

FOR YOUR REVIEW

RE: Alypia-

- Arch approved for
- a resolution to
- be on for 1/4/12
- meeting!

NAL COUNCIL OF MAYORS
Rm. 216
07087

Fax #: 201-866-5005

Receiving Fax #: 201-420-2009

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE ATTACHED ACCESS AGREEMENT
BETWEEN THE CITY OF HOBOKEN (GRANTOR) AND RED HAWK
ENVIRONMENTAL (GRANTEE)**

WHEREAS, the City has negotiated an Access Agreement with Red Hawk Environmental which is *attached hereto*, for the reasons herein; and,

WHEREAS, the City owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the sidewalk and easterly alleyway of 257 11th Street, Hoboken, New Jersey, in Exhibit "A" of the Agreement, attached hereto and by reference made a part hereof; and

WHEREAS, Red Hawk Environmental, pursuant to obligations imposed by the New Jersey Department of Environmental Protection ("NJ DEP"), desires to use a portion of the City's property for the purpose of complying with NJ DEP requirements for the installation of probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the underground storage tank formerly used at 257 11th Street, as described in Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, in consideration of the access, Red Hawk Environmental's actions in installing and maintaining a well to investigate/remediate fuel oil release for the protection of life and property in the area of the City's property; and

WHEREAS, the City desires to grant to Red Hawk Environmental access for the aforementioned purpose, pursuant to the terms and conditions of the attached agreement.

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

- A. This resolution approves the attached Access Agreement between Red Hawk Environmental (as Grantee) and the City of Hoboken (as Grantor), as *attached hereto*;
- B. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;
- C. This resolution shall take effect immediately upon passage.

Meeting date: January 4, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is hereby made and entered into this 29th day of December, 2011, by and between the CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (On Behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "GRANTOR") and the Red Hawk Environmental, whose address is 242 Blueberry Ledge Lane, Bridgewater Corners, VT 05035 (hereinafter referred to as the "GRANTEE") (On Behalf of the property owner(s) at 257 11th Street, Hoboken, NJ 07030).

W I T N E S S E T H;

WHEREAS, the GRANTOR owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the sidewalk and easterly alleyway of 257 11th Street, Hoboken, New Jersey, in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, the GRANTEE, pursuant to obligations imposed by the New Jersey Department of Environmental Protection ("NJ DEP"), desires to use a portion of the GRANTOR's property for the purpose of complying with NJ DEP requirements for the installation of probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the underground storage tank formerly used at 257 11th Street, as described in Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, in consideration of the access, the GRANTEE's actions in installing and maintaining a well to investigate/remediate fuel oil release for the protection of life and property in the area of the GRANTOR's property; and

WHEREAS, the GRANTOR desires to grant to the GRANTEE access for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE, hereby agree as follows:

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the property described in Exhibit "A" (Access Area) to install probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from

the underground storage tank formerly used at 257 11th Street; and attain ingress and egress to and upon said Access Area for the purpose of exercising the rights, privileges and Access granted herein.

2. This Access is granted for a primary term of six (6) months from the date first written above and shall continue in full force and effect thereafter until terminated by GRANTOR or GRANTEE on fifteen (15) days prior written notice. This Access shall cease in the event the GRANTEE's agent no longer holds title to the property known as 257 11th Street.
3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE provided, however, that the GRANTOR shall not disturb the free standing monitoring well equipment in any way without prior written approval by the GRANTEE.
4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with this Agreement and/or its work hereunder and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the release or threat of release of hazardous and/or toxic wastes or substances or as a result of its compliance or noncompliance with applicable law. The GRANTEE further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents ("**Indemnified Party**") from and against any and all claims, suits, demands, litigations and proceedings (the "**Claims**") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception. If so directed, the GRANTEE shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event GRANTEE shall not, without obtaining express advance written permission from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, the provisions of any statutes respecting suits against the City, or the jurisdiction of the tribunal over the person of the City.
5. The GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner

and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a sidewalk permit.

6. Upon termination of this Agreement, the GRANTEE shall, within a reasonable time and at the GRANTEE's sole cost and expense, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access, including, but not limited to any and all vegetation present within the Access Area.
7. The GRANTEE shall ensure the Access Area will be open to the general public and that the installation will be done so as to minimize any inconveniences caused to adjacent property owners. The GRANTEE shall take all reasonable steps necessary to secure the area and maintain in a safe manner for pedestrian travel. The GRANTEE shall ensure that all parking spaces within the Parking Garage located in or near the Access Area shall at all times be accessible for their parking purposes.
8. The GRANTEE shall provide the GRANTOR with an escrow deposit in the amount of One Thousand Five Hundred Dollars (\$1500.00) which shall held by GRANTOR for the term of the Access. Upon completion of Access by the GRANTEE, the escrow deposit shall be returned to GRANTEE, without interest, except that the GRANTOR may deduct from the escrow deposit any amount necessary to restore the property to its original condition in the event GRANTEE fails to comply with Paragraph 6 of this Agreement.
9. GRANTEE agrees to obtain combined single limit insurance of at least \$1,000,000.00 including collapse and underground coverage. The GRANTEE and each subcontractor of the GRANTEE must provide evidence of same. Each certificate of insurance shall name the City of Hoboken as the Certificate Holder and the Additional Insured of the Policy. Each certificate of insurance must name the location of the Access under the description of operation. Each certificate of insurance must be forwarded to the City of Hoboken's Office of Corporation Counsel for review at least five (5) days prior to commencement of work by the GRANTEE and/or its subcontractors. Each certificate of insurance shall be required to provide a thirty (30) day notice to the City of Hoboken's Office of Corporation Counsel prior to termination of the policy, and each certificate shall so state.
10. GRANTEE agrees to finish the wells with flush-mount steel surface casing.

11. GRANTEE agrees to safe off the sidewalk slab area to the satisfaction of the Director of the Department of Environmental Services and, if applicable, the Construction Code Official.
12. GRANTEE agrees to submit monitoring results, whether from the NJ DEP or any independent agency, for each of the monitoring wells covered under this Agreement, to the City of Hoboken's Department of Environmental Services within fifteen (15) days of GRANTEE'S receipt of results, for informational purposes.

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

GRANTOR: (The City of Hoboken, On Behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTEE: (Red Hawk Environmental, On Behalf of the Property Owners of 257 11th Street, Hoboken, NJ)

Signed: *Mark M. Hill*

STATE OF Vermont, COUNTY OF Windsor

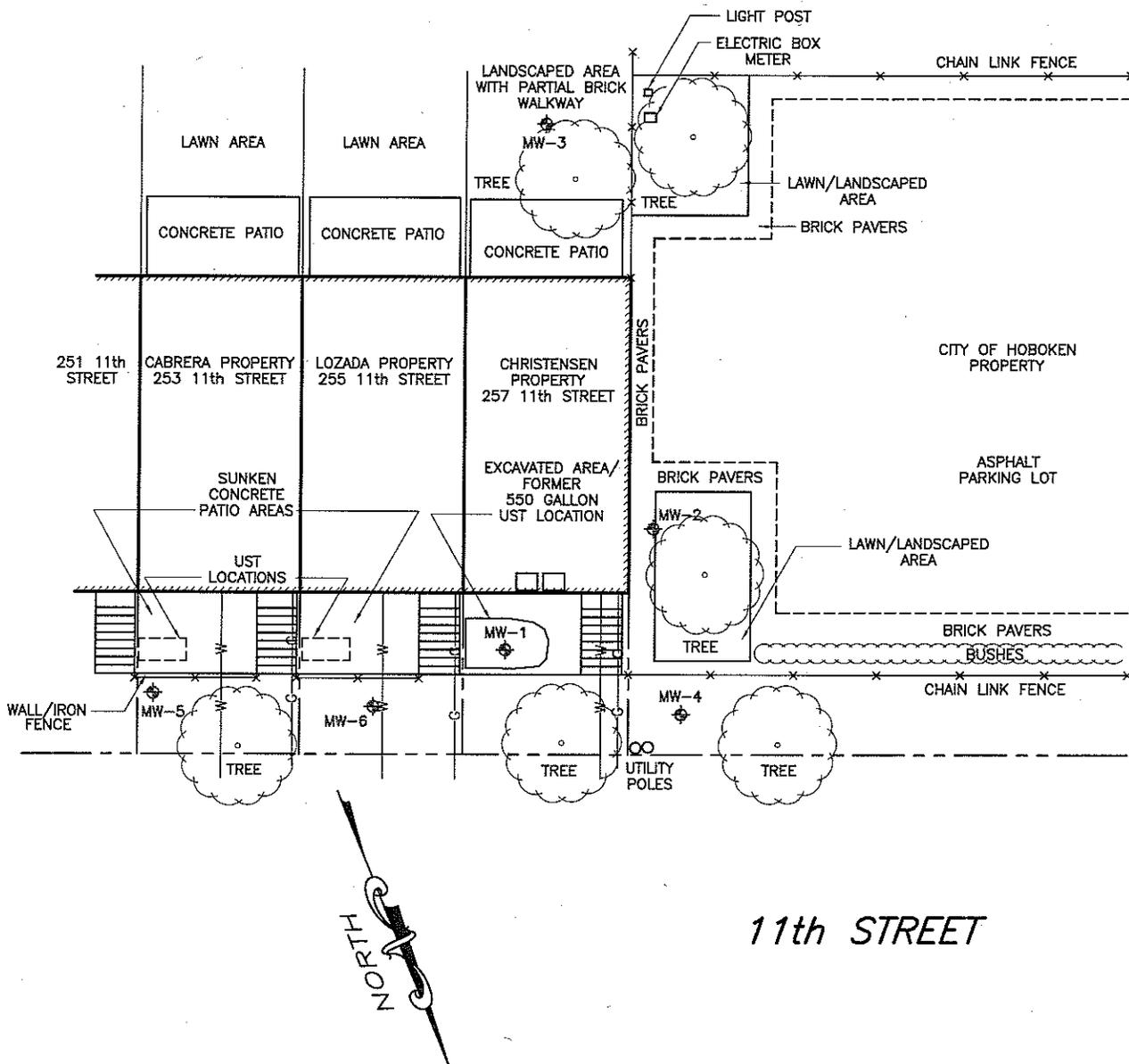
The foregoing instrument was Sworn and Subscribed before me on this 29TH day of DECEMBER, 2011

Notary Public: *Thomas W. Petraska*
(Signature of Notary Public)

STATE OF VT. EXP. 2/15/2015

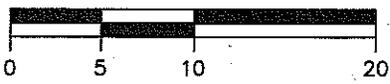
EXHIBIT A
Description of Access Premises

See Attached Survey



LEGEND

- MW-1 EXISTING MONITORING WELL LOCATION & DESIGNATION
- MW-2 PROPOSED MONITORING WELL LOCATION & DESIGNATION
- W — WATER LINE
- G — GAS LINE



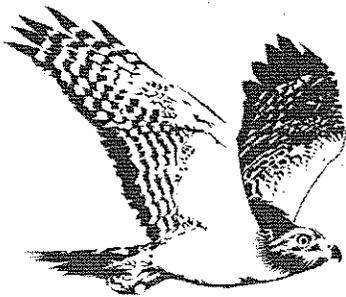
SCALE: 1"=20'

FIGURE 3 PROPOSED PERMITTED MONITORING WELLS MAP CHRISTENSEN RESIDENCE, HOBOKEN, NJ	
RedHawk Environmental Consulting, Ltd. 242 Blueberry Ledge Lane Bridgewater Corners, VT 05035	
PREPARED FOR: FMI CLAIM #	SITE: 257 11TH. STREET HOBOKEN HUDSON COUNTY, NJ
DATE: DECEMBER 2011	DRAWN BY: DAR
SCALE: 1"=20'±	CHECKED BY: SH
C:\... \REDHAWK\111206-CHRISTENSEN-MAP3.DWG	

EXHIBIT ~~A~~ B

Description of approved work by GRANTEE

See Attached 11/17/11 Letter of Red Hawk Environmental



RedHawk

ENVIRONMENTAL

November 17, 2011

Sent Via Certified Mail

Ian Sacs, P.E.
Director, Transportation & Parking Department
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Request for Property Access located at 259-265 11th Street, Hoboken, NJ

Dear Mr. Sacs,

RedHawk Environmental Consulting, Ltd. (RedHawk) and/or its agents, has been assigned by Franklin Mutual Insurance to conduct an investigation and oversee remediation activities related to a fuel oil release from the heating oil underground storage tank (UST) formerly used at 257 11th Street, Hoboken, New Jersey. It is our understanding that the parking lot at 259-265 11th Street, next to the property we are investigating, is owned by the City of Hoboken. We are writing to request your permission to access to the City's property for the installation of probe holes and /or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the UST formerly used at 257 11th Street.

The New Jersey Department of Environmental Protection (NJDEP) requires that releases from USTs be properly investigated and remediated. To complete this investigation and associated activities, it is necessary to install permitted wells and/or probe holes in the sidewalk in front of the property at 259-265 11th Street, and along the side of the lot bordering 257 11th Street. Additionally, we require use of the City's property to access the yard behind 257 11th Street for installation of a permitted well there.

These monitoring wells will be installed using a track-mounted Geoprobe® unit, and will be finished flush with the existing pavement. All drill cuttings, and development water will be containerized and removed from the property daily. Public utility mark-out 1-calls are required and will be made prior to our work.

Following completion of our work, the work areas will be restored as closely as possible to the condition in which they existed prior to RedHawk's entry onto it. Specifically, the permitted well will be finished with a concrete pad flush with the ground surface, and 2-inch diameter probe holes will be filled and graded even with the ground surface or refinished with concrete. The areas surrounding the work will be raked smooth and/or left broom clean.

Page 2 of 2

November 17, 2011

Request for Access to 259-265 11th Street, Hoboken, NJ

RedHawk shall be responsible for obtaining any and all permits and/or governmental approvals required for the subject testing (if any) and all work shall be done in accordance with all applicable laws and/or regulations.

It is our understanding that you will need to notify the Hoboken residents who park in this lot of our work so they can move their cars. Upon receipt of the signed access agreement, we will contact you with the date for the well installation. We will provide one to two weeks advance notice to facilitate your contact with residents.

Please note that we will need to periodically access the wells for various, non-intrusive activities (e.g., well gauging and/or sampling), which will require subsequent visits to the City's property. We will notify you in advance of these subsequent visits.

We anticipate that one well will be installed in the sidewalk in front of the parking lot at 259-265 11th Street, and a second well will be installed on the edge of the parking lot near the side of the former Christensen house (in between the two planters on the corners of the parking lot). Both of these wells can be installed in one day. We also plan to use the parking lot to access the yard behind the former Christensen residence. This work will take a second full day.

Our investigation work, including eventual decommissioning of any monitoring wells, is being completed **at no cost to the City of Hoboken** by Franklin Mutual Insurance, following from their homeowners insurance policy for the property at 257 11th Street, Hoboken, NJ, formerly occupied by Henry & Marie Christensen.

Please provide us with your acceptance by signing below and returning a copy to me, either by pdf or fax, as soon as possible. We will accept this letter, when so executed, as an "Access Agreement" for the work described above and only for access by RedHawk employees and/or its agents and subcontractors.

Please contact me at 802-672-4228 or 1-855-RedHawk if you have any questions or concerns. Thank you in advance for your anticipated cooperation.

Sincerely,

RedHawk Environmental Consulting, Ltd.

Sally M. Hull
Project Manager

cc: Marlin Hunsberger, SSE
Jill Crosbie, RedHawk

Accepted By:

Name *Date*

Address: _____

Phone # and extension for contact purposes: _____

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION TO APPROVE THE ATTACHED ACCESS AGREEMENT
BETWEEN THE CITY OF HOBOKEN (GRANTOR) AND RED HAWK
ENVIRONMENTAL (GRANTEE)**

WHEREAS, the City has negotiated an Access Agreement with Red Hawk Environmental which is *attached hereto*, for the reasons herein; and,

WHEREAS, the City owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the sidewalk and easterly alleyway of 257 11th Street, Hoboken, New Jersey, in Exhibit "A" of the Agreement, attached hereto and by reference made a part hereof; and

WHEREAS, Red Hawk Environmental, pursuant to obligations imposed by the New Jersey Department of Environmental Protection ("NJ DEP"), desires to use a portion of the City's property for the purpose of complying with NJ DEP requirements for the installation of probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the underground storage tank formerly used at 257 11th Street, as described in Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, in consideration of the access, Red Hawk Environmental's actions in installing and maintaining a well to investigate/remediate fuel oil release for the protection of life and property in the area of the City's property; and

WHEREAS, the City desires to grant to Red Hawk Environmental access for the aforementioned purpose, pursuant to the terms and conditions of the attached agreement.

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

- A. This resolution approves the attached Access Agreement between Red Hawk Environmental (as Grantee) and the City of Hoboken (as Grantor), as *attached hereto*;
- B. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;
- C. This resolution shall take effect immediately upon passage.

Meeting date: January 4, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is hereby made and entered into this 29th day of December, 2011, by and between the CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (On Behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "GRANTOR") and the Red Hawk Environmental, whose address is 242 Blueberry Ledge Lane, Bridgewater Corners, VT 05035 (hereinafter referred to as the "GRANTEE") (On Behalf of the property owner(s) at 257 11th Street, Hoboken, NJ 07030).

W I T N E S S E T H;

WHEREAS, the GRANTOR owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the sidewalk and easterly alleyway of 257 11th Street, Hoboken, New Jersey, in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, the GRANTEE, pursuant to obligations imposed by the New Jersey Department of Environmental Protection ("NJ DEP"), desires to use a portion of the GRANTOR's property for the purpose of complying with NJ DEP requirements for the installation of probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the underground storage tank formerly used at 257 11th Street, as described in Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, in consideration of the access, the GRANTEE's actions in installing and maintaining a well to investigate/remediate fuel oil release for the protection of life and property in the area of the GRANTOR's property; and

WHEREAS, the GRANTOR desires to grant to the GRANTEE access for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE, hereby agree as follows:

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the property described in Exhibit "A" (Access Area) to install probe holes and/or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from

the underground storage tank formerly used at 257 11th Street; and attain ingress and egress to and upon said Access Area for the purpose of exercising the rights, privileges and Access granted herein.

2. This Access is granted for a primary term of six (6) months from the date first written above and shall continue in full force and effect thereafter until terminated by GRANTOR or GRANTEE on fifteen (15) days prior written notice. This Access shall cease in the event the GRANTEE's agent no longer holds title to the property known as 257 11th Street.
3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE provided, however, that the GRANTOR shall not disturb the free standing monitoring well equipment in any way without prior written approval by the GRANTEE.
4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with this Agreement and/or its work hereunder and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the release or threat of release of hazardous and/or toxic wastes or substances or as a result of its compliance or noncompliance with applicable law. The GRANTEE further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents ("Indemnified Party) from and against any and all claims, suits, demands, litigations and proceedings (the "Claims") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception. If so directed, the GRANTEE shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event GRANTEE shall not, without obtaining express advance written permission from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, the provisions of any statutes respecting suits against the City, or the jurisdiction of the tribunal over the person of the City.
5. The GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner

and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a sidewalk permit.

6. Upon termination of this Agreement, the GRANTEE shall, within a reasonable time and at the GRANTEE's sole cost and expense, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access, including, but not limited to any and all vegetation present within the Access Area.
7. The GRANTEE shall ensure the Access Area will be open to the general public and that the installation will be done so as to minimize any inconveniences caused to adjacent property owners. The GRANTEE shall take all reasonable steps necessary to secure the area and maintain in a safe manner for pedestrian travel. The GRANTEE shall ensure that all parking spaces within the Parking Garage located in or near the Access Area shall at all times be accessible for their parking purposes.
8. The GRANTEE shall provide the GRANTOR with an escrow deposit in the amount of One Thousand Five Hundred Dollars (\$1500.00) which shall be held by GRANTOR for the term of the Access. Upon completion of Access by the GRANTEE, the escrow deposit shall be returned to GRANTEE, without interest, except that the GRANTOR may deduct from the escrow deposit any amount necessary to restore the property to its original condition in the event GRANTEE fails to comply with Paragraph 6 of this Agreement.
9. GRANTEE agrees to obtain combined single limit insurance of at least \$1,000,000.00 including collapse and underground coverage. The GRANTEE and each subcontractor of the GRANTEE must provide evidence of same. Each certificate of insurance shall name the City of Hoboken as the Certificate Holder and the Additional Insured of the Policy. Each certificate of insurance must name the location of the Access under the description of operation. Each certificate of insurance must be forwarded to the City of Hoboken's Office of Corporation Counsel for review at least five (5) days prior to commencement of work by the GRANTEE and/or its subcontractors. Each certificate of insurance shall be required to provide a thirty (30) day notice to the City of Hoboken's Office of Corporation Counsel prior to termination of the policy, and each certificate shall so state.
10. GRANTEE agrees to finish the wells with flush-mount steel surface casing.

11. GRANTEE agrees to safe off the sidewalk slab area to the satisfaction of the Director of the Department of Environmental Services and, if applicable, the Construction Code Official.
12. GRANTEE agrees to submit monitoring results, whether from the NJ DEP or any independent agency, for each of the monitoring wells covered under this Agreement, to the City of Hoboken's Department of Environmental Services within fifteen (15) days of GRANTEE'S receipt of results, for informational purposes.

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

GRANTOR: (The City of Hoboken, On Behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTEE: (Red Hawk Environmental, On Behalf of the Property Owners of 257 11th Street, Hoboken, NJ)

Signed: Mark M. Hill

STATE OF Vermont, COUNTY OF Windsor

The foregoing instrument was Sworn and Subscribed before me on this 29TH day of DECEMBER, 2011

Notary Public: Thomas W. Petruska
(Signature of Notary Public)

STATE OF VT. Exp. 2/15/2015

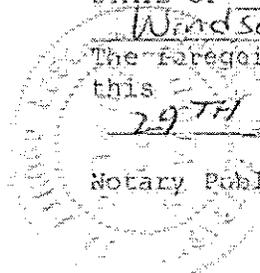
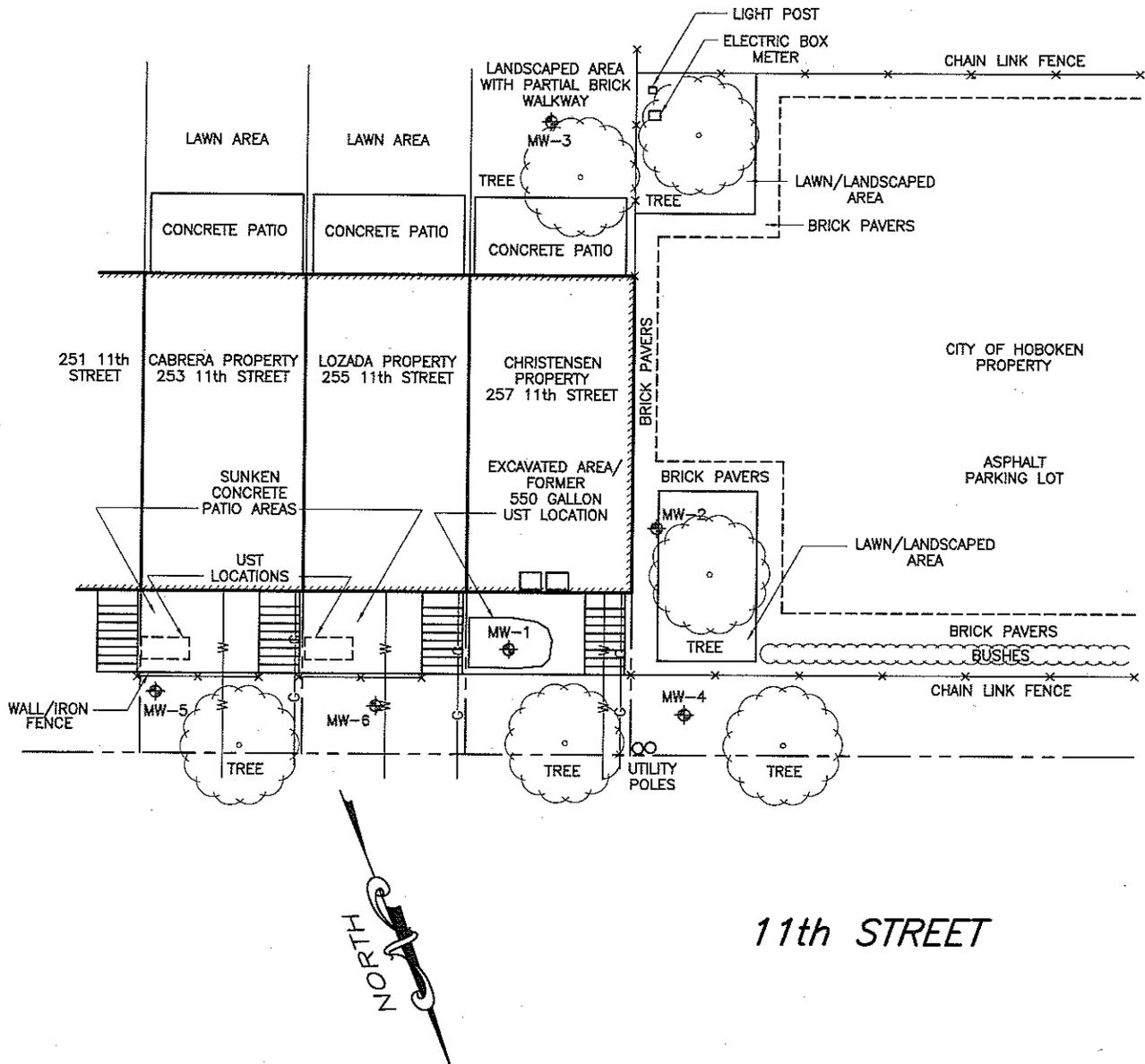


EXHIBIT A
Description of Access Premises

See Attached Survey



LEGEND

- MW-1 EXISTING MONITORING WELL LOCATION & DESIGNATION
- MW-2 PROPOSED MONITORING WELL LOCATION & DESIGNATION
- W — WATER LINE
- G — GAS LINE



SCALE: 1"=20'

GRASS MEDIAN

FIGURE 3
PROPOSED PERMITTED MONITORING WELLS MAP
CHRISTENSEN RESIDENCE, HOBOKEN, NJ

RedHawk Environmental Consulting, Ltd.

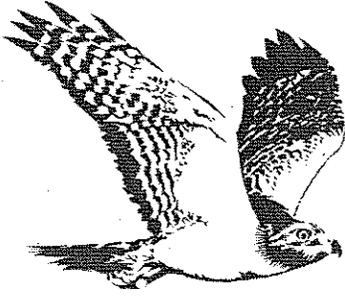
242 Blueberry Ledge Lane
 Bridgewater Corners, VT 05035

PREPARED FOR: FMI CLAIM #	SITE: 257 11TH. STREET HOBOKEN HUDSON COUNTY, NJ
DATE: DECEMBER 2011	DRAWN BY: DAR
SCALE: 1"=20'±	CHECKED BY: SH
C:\... \REDHAWK\111206-CHRISTENSEN-MAP3.DWG	

EXHIBIT ~~A~~ B

Description of approved work by GRANTEE

See Attached 11/17/11 Letter of Red Hawk Environmental



RedHawk

ENVIRONMENTAL

November 17, 2011

Sent Via Certified Mail

Ian Sacs, P.E.
Director, Transportation & Parking Department
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Request for Property Access located at 259-265 11th Street, Hoboken, NJ

Dear Mr. Sacs,

RedHawk Environmental Consulting, Ltd. (RedHawk) and/or its agents, has been assigned by Franklin Mutual Insurance to conduct an investigation and oversee remediation activities related to a fuel oil release from the heating oil underground storage tank (UST) formerly used at 257 11th Street, Hoboken, New Jersey. It is our understanding that the parking lot at 259-265 11th Street, next to the property we are investigating, is owned by the City of Hoboken. We are writing to request your permission to access to the City's property for the installation of probe holes and /or permitted monitoring wells, and for subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the UST formerly used at 257 11th Street.

The New Jersey Department of Environmental Protection (NJDEP) requires that releases from USTs be properly investigated and remediated. To complete this investigation and associated activities, it is necessary to install permitted wells and/or probe holes in the sidewalk in front of the property at 259-265 11th Street, and along the side of the lot bordering 257 11th Street. Additionally, we require use of the City's property to access the yard behind 257 11th Street for installation of a permitted well there.

These monitoring wells will be installed using a track-mounted Geoprobe® unit, and will be finished flush with the existing pavement. All drill cuttings, and development water will be containerized and removed from the property daily. Public utility mark-out 1-calls are required and will be made prior to our work.

Following completion of our work, the work areas will be restored as closely as possible to the condition in which they existed prior to RedHawk's entry onto it. Specifically, the permitted well will be finished with a concrete pad flush with the ground surface, and 2-inch diameter probe holes will be filled and graded even with the ground surface or refinished with concrete. The areas surrounding the work will be raked smooth and/or left broom clean.

Page 2 of 2

November 17, 2011

Request for Access to 259-265 11th Street, Hoboken, NJ

RedHawk shall be responsible for obtaining any and all permits and/or governmental approvals required for the subject testing (if any) and all work shall be done in accordance with all applicable laws and/or regulations.

It is our understanding that you will need to notify the Hoboken residents who park in this lot of our work so they can move their cars. Upon receipt of the signed access agreement, we will contact you with the date for the well installation. We will provide one to two weeks advance notice to facilitate your contact with residents.

Please note that we will need to periodically access the wells for various, non-intrusive activities (e.g., well gauging and/or sampling), which will require subsequent visits to the City's property. We will notify you in advance of these subsequent visits.

We anticipate that one well will be installed in the sidewalk in front of the parking lot at 259-265 11th Street, and a second well will be installed on the edge of the parking lot near the side of the former Christensen house (in between the two planters on the corners of the parking lot). Both of these wells can be installed in one day. We also plan to use the parking lot to access the yard behind the former Christensen residence. This work will take a second full day.

Our investigation work, including eventual decommissioning of any monitoring wells, is being completed **at no cost to the City of Hoboken** by Franklin Mutual Insurance, following from their homeowners insurance policy for the property at 257 11th Street, Hoboken, NJ, formerly occupied by Henry & Marie Christensen.

Please provide us with your acceptance by signing below and returning a copy to me, either by pdf or fax, as soon as possible. We will accept this letter, when so executed, as an "Access Agreement" for the work described above and only for access by RedHawk employees and/or its agents and subcontractors.

Please contact me at 802-672-4228 or 1-855-RedHawk if you have any questions or concerns. Thank you in advance for your anticipated cooperation.

Sincerely,

RedHawk Environmental Consulting, Ltd.

Sally M. Hull
Project Manager

cc: Marlin Hunsberger, SSE
Jill Crosbie, RedHawk

Accepted By:

Name *Date*

Address: _____

Phone # and extension for contact purposes: _____

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 141A ENTITLED “PARKING PERMITS” AND CHAPTER 190 ENTITLED “VEHICLES AND TRAFFIC” TO CLARIFY SPECIFIC OBLIGATIONS UNDER SECTION 141A-9, 141A-12, AND 190-11

WHEREAS, Chapter 141A of the General Code of the City of Hoboken establishes the rules and regulations associated with parking permits within City borders; and,

WHEREAS, the municipality has found that specific sections of Chapter 141A and Chapter 190 require amendments in order to clarify the obligations of those parking in the City and to best effectuate parking in the City; and,

WHEREAS, the City Council wishes to more closely align the City’s actual parking practices with the best practices for parking and transportation.

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 HOBOKEN CODE SECTION 141A-9

§ 141A-9. Grace period.

A. Any vehicles parked in a permit parking only zone as defined in this Article without a valid resident permit, visitor permit, temporary permit or business permit will have a four hour grace period per day after which they will be ticketed, booted and/or subsequently towed. For purposes of this Section “day” shall mean from 12:00am to 11:59pm.

B. There is no grace period for resident permit parking only zones area.

SECTION TWO: AMENDMENTS TO HOBOKEN CODE SECTION 141A-12

§ 141A-12. Fees.

A. All fees collected pursuant to this chapter shall be set by the Parking Utility in its reasonable discretion and subject to the veto of the City Council.

B. A schedule of all fees set pursuant to this chapter shall be available for public inspection during regular business hours at the office of the Parking Utility and at the office of the City Clerk.

C. Fees for Resident parking permit shall be charged by foot of vehicle length such that the overall amount of length each vehicle would occupy along the curb is reflected in the overall cost of the permit.

SECTION THREE: AMENDMENTS TO HOBOKEN CODE SECTION 190-11

§ 190-11. Loading Zones Designated.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in said location during the times indicated other than for the loading or unloading of goods and materials for a time limit of 20 minutes. Where loading zones are located on blocks designated for metered parking and equipped with a parking pay station, vehicles utilizing the loading zone shall pay for parking at the posted rate for the entire duration of the parking occasion. If there is no parking pay station on the same block as the loading zone, then no payment is necessary.

First Street	6:00 a.m. to 6:00 p.m. Monday through Saturday	South	Beginning at a point 78 feet east of the easterly curblines of Clinton Street and extending 73 feet easterly therefrom
--------------	---	-------	--

First Street	8:00 a.m. to 4:00 p.m. Monday through Friday	North	Beginning at a point 35 feet east of the easterly curblines of River Street and extending 40 feet easterly therefrom
--------------	---	-------	--

First Street	6:00 a.m. to 6:00 p.m. Monday to Saturday	South	Beginning at a point 78 feet east of the easterly curblines of Clinton Street and extending 73 feet easterly therefrom
--------------	--	-------	--

Harrison Street	8:00 a.m. to 6:00 p.m. Monday through Saturday	West	Beginning at a point 35 feet south of the southerly curblines of Observer Highway and extending 50 feet southerly therefrom (for 50 Harrison Street only)
-----------------	---	------	---

Second Street	8:00 a.m. to 7:00 p.m. Monday through Saturday	North	Beginning at a point 140 feet west of the westerly curblines of Hudson Street and extending 90 feet westerly therefrom
---------------	---	-------	--

Sinatra	8:00 a.m.	East	Beginning at a point 312 feet north
---------	-----------	------	-------------------------------------

Drive	to 6:00 p.m. Monday through Saturday		of the easterly curbline of River Street and extending 10 feet northerly therefrom
Third Street	8:00 a.m. to 7:00 p.m. Monday through Saturday	North	Beginning at a point 35 feet east of the easterly curbline of Washington Street and extending 85 feet easterly therefrom
Third Street	8:00 a.m. to 6:00 p.m. Monday through Saturday	South	Beginning at a point 35 feet west of the westerly curbline of River Street and extending 44 feet westerly therefrom

SECTION THREE: 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 FOUR: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FIVE: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION SIX: 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: January 4, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2011

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 190 ENTITLED “VEHICLES
AND TRAFFIC” TO ADD ARTICLE XXXIV ENTITLED “EXTENDED
PARKING ZONES”**

WHEREAS, the City Council wishes to expand upon the regulations and obligations relating to parking near crosswalks and stop signs along public rights of way in the City of Hoboken, in accordance with NJSA 39:4-138.6.

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/ADDITIONS TO HOBOKEN CODE CHAPTER 190

The following article is hereby added to chapter 190 in its entirety as follows:

Article XXXIV "Extended Parking Zones"

190-53: Definitions

- Inbound Leg: The roadway segment connected to an intersection, or portion thereof, that permits a vehicle to be driven towards an intersection in accordance with the legally established direction of traffic.
- Outbound Leg: The roadway segment connected to an intersection, or portion thereof, that permits a vehicle to be driven away from an intersection in accordance with the legally established direction of traffic.
- Travel Lane: The section of a roadway's width that is intended to conduct the flow of moving vehicular traffic.
- Parking Lane: The section of a roadway's width, typically no fewer than 7.5 feet, located between a Travel Lane and a curb that is reserved for on-street parking, where designated, and does not interfere with the safe and efficient flow of moving vehicular traffic in a Travel Lane.
- Crosswalk: That part of a roadway at an intersection, either marked or unmarked existing at each approach of every roadway intersection, included within the connections of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or, in the absence of curbs, from the edges of the shoulder, or, if none, from the edges of the roadway; also, any portion of a roadway at an intersection or elsewhere, including mid-block crossings, distinctly indicated for pedestrian crossing by lines or other marking on the surface.

190-54: Regulations for Extended Parking Zones

- A. Pursuant to NJSA 39:4-138.6, "Extended Parking Zones" are hereby established as the area in a parking lane no closer than 25 feet from the crosswalk along Inbound Legs of intersections, and no closer than 15 feet from the crosswalk along Outbound Legs of intersections, measured from the edge of the crosswalk area furthest from the center of the intersection.
- B. Vehicle may park in Extended Parking Zones subject to the following:
 1. Vehicles in Extended Parking Zones shall at all times comply with all other parking regulations, including but not limited to regulations on parking permits, street cleaning, and parking along emergency snow routes;
 2. Parking within Extended Parking Zones shall not be allowed Mondays through Fridays between the hours of 7:00am and 7:00pm whenever public primary or secondary schools are in session.
- C. Due to the extreme difficulty and delay of maneuvering emergency equipment at intersections, any vehicle parked within the Extended Parking Zone closer than 15 feet of the crosswalk at any time and for any duration shall be subject to immediate summons and tow by city enforcement staff.
- D. The City of Hoboken shall not be required to install or maintain any markings, signs, or other indications for Extended Parking Zones; it shall be incumbent upon the driver to ensure that no vehicle is parked within 25 feet of a crosswalk on Inbound Legs and within 15 feet of a crosswalk on Outbound Legs of intersections at any time.

The remainder of Chapter 190 remains unchanged.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand 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: January 4, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2011

James Farina, City Clerk

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

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AND TRAFFIC” TO ADD ARTICLE XXXIV ENTITLED “EXTENDED
PARKING ZONES”**

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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/ADDITIONS TO HOBOKEN CODE CHAPTER 190

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- Outbound Leg: The roadway segment connected to an intersection, or portion thereof, that permits a vehicle to be driven away from an intersection in accordance with the legally established direction of traffic.
- Travel Lane: The section of a roadway's width that is intended to conduct the flow of moving vehicular traffic.
- Parking Lane: The section of a roadway's width, typically no fewer than 7.5 feet, located between a Travel Lane and a curb that is reserved for on-street parking, where designated, and does not interfere with the safe and efficient flow of moving vehicular traffic in a Travel Lane.
- Crosswalk: That part of a roadway at an intersection, either marked or unmarked existing at each approach of every roadway intersection, included within the connections of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or, in the absence of curbs, from the edges of the shoulder, or, if none, from the edges of the roadway; also, any portion of a roadway at an intersection or elsewhere, including mid-block crossings, distinctly indicated for pedestrian crossing by lines or other marking on the surface.

190-54: Regulations for Extended Parking Zones

- A. Pursuant to NJSA 39:4-138.6, "Extended Parking Zones" are hereby established as the area in a parking lane no closer than 25 feet from the crosswalk along Inbound Legs of intersections, and no closer than 15 feet from the crosswalk along Outbound Legs of intersections, measured from the edge of the crosswalk area furthest from the center of the intersection.
- B. Vehicle may park in Extended Parking Zones subject to the following:
 - 1. Vehicles in Extended Parking Zones shall at all times comply with all other parking regulations, including but not limited to regulations on parking permits, street cleaning, and parking along emergency snow routes;
 - 2. Parking within Extended Parking Zones shall not be allowed Mondays through Fridays between the hours of 7:00am and 7:00pm whenever public primary or secondary schools are in session.
- C. Due to the extreme difficulty and delay of maneuvering emergency equipment at intersections, any vehicle parked within the Extended Parking Zone closer than 15 feet of the crosswalk at any time and for any duration shall be subject to immediate summons and tow by city enforcement staff.
- D. The City of Hoboken shall not be required to install or maintain any markings, signs, or other indications for Extended Parking Zones; it shall be incumbent upon the driver to ensure that no vehicle is parked within 25 feet of a crosswalk on Inbound Legs and within 15 feet of a crosswalk on Outbound Legs of intersections at any time.

The remainder of Chapter 190 remains unchanged.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand 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 21, 2011

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of ____, 2011

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of ____, 2011

James Farina, City Clerk

Dawn Zimmer, Mayor

Sponsored by: Mason

Seconded by: Occhipinti

**City of Hoboken
Ordinance No.: _____**

An Ordinance to create open competition for insurance services to the City of Hoboken

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* provides that the purchase of insurance including health, property and casualty, and workers compensation insurance, and insurance consulting services, are not subject to the bidding requirements of that law, *N.J.S.A. 40A:11-5(m)*; and

WHEREAS, the Hoboken City Council finds that open competition for its insurance and insurance consulting business will assure that the lowest available pricing for its insurance needs can be obtained; and

WHEREAS, the Local Public Contracts Law authorizes local contracting units to require the use of competitive contracting practices to procure specified goods and services otherwise exempt from bidding by virtue of *N.J.S.A. 40A:11-5*; and

WHEREAS, Hoboken City Council finds that requiring its insurance consultants be compensated solely by Hoboken and not by commissions or fees, direct or indirect, paid by insurance carriers or other organizations providing insurance alternatives, and prohibiting any third party from paying any commission or fee to such consultants for securing business with Hoboken, will ensure the fidelity and loyalty of such consultants to Hoboken, and eliminate or reduce conflicting loyalties such consultants might otherwise have to any third parties;

NOW, THEREFORE, BE IT ORDAINED by the Hoboken City Council that the Municipal Code be amended to provide:

1. For purposes of this Ordinance, the term “insurance” shall include the purchase of insurance coverages, alternatives to insurance such as self-insurance programs, as well as participation in a joint self-insurance fund, risk management program or related services provided by a contracting unit insurance group, or participation in an insurance fund established by a local unit pursuant to *N.J.S.A. 40A:10-6*, or a joint insurance fund established pursuant to *N.J.S.A. 40A:10-36 et seq.* The term “insurance consulting services” shall include all services associated with procuring, evaluating and administering insurance, including but not limited to brokerage, risk management or administrative services, and claims processing or administration services, including such services provided by a contracting unit insurance group, or an insurance fund established by a local unit pursuant to *N.J.S.A. 40A:10-6*, or a joint insurance fund established pursuant to *N.J.S.A. 40A:10-36 et seq.*

2. Prior to entering into any contract to obtain insurance or insurance consulting services, the City Council shall secure full and open competition among insurers, and insurance consulting service providers, for the City Council's business. The City Council is hereby authorized, and directed, to use the competitive contracting process set forth in N.J.S.A. 40A:11-4.3, -4.4 and -4.5, to secure such competition, except to the extent this Ordinance requires additional measures to better ensure maximum competition and fairness to all interested parties.

3. This open competition shall provide that at least 60, but not more than 120 days prior to the contract commencement date, the City Council shall advertise in the newspapers authorized to print legal notices for the Municipality, and in a newspaper circulated in at least 5 counties in the State, and on the City Council's website, a "Request for Proposals" to provide insurance and insurance consulting services. The notice shall advise the reader that details of the Municipal form's insurance requirement are available from the Municipal Clerk on request and shall include the phone number of the Clerk.

4. The request for proposals shall be designed and drafted by the Administrator or Manager, or his designee, and shall set forth such detailed information as may be required for all proposers to understand and possess equal information concerning the City Council's insurance or insurance consulting services needs, including the current terms of, and fees or premiums paid for, such coverages or services, current coverages, loss experience and anticipated or desirable needs with respect to the relevant coverages or services sought. All request for proposal information, including claims, expense and loss data, shall be made available to all proposers in both written and electronic format.

5. Responses to the request for proposal shall be submitted to the City Council at least 30 days prior to the anticipated commencement of the contract.

6. At no time during the proposal solicitation process shall any official or employee of the City Council, or any officer, employee or representative of any provider of insurance consulting services to the City Council, convey information, including price, to any potential proposer which could confer an unfair advantage upon that proposer over any other potential proposer.

7. A provider of insurance consulting services to the City Council shall be compensated for its services to or on behalf of the City Council solely by the City Council. Compensation shall be set on a fixed fee or hourly basis, or on such other common and readily comparable basis applicable to all proposers and set forth in the request for proposal documents, provided that compensation shall not be determined as a percentage of premium costs.

8. No provider of insurance or of insurance consulting services to the City Council shall pay to any insurance consulting service provider to the City Council, 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 Council's insurance or insurance consulting business.

9. No provider of insurance consulting services to the City Council shall accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, from any provider of insurance, other insurance service provider, or any other third party, in consideration of obtaining or servicing the City Council's insurance or insurance consulting business.

10. Any person or entity proposing to provide insurance or insurance consulting services to the City Council shall certify in its proposal that it shall neither pay nor accept any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the City Council's insurance or insurance consulting business from any party other than the City Council.

11. Any person or entity selected to provide insurance or insurance consulting services to the City Council shall certify at least annually and prior to any renewal of its contract, that it has not paid nor accepted any form of compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining or servicing the City Council's insurance or insurance consulting business from any party other than the City Council.

12. Any provider of insurance consulting service that assists the City Council in soliciting, evaluating, or selecting any provider of insurance or other insurance consulting services to the City Council shall disclose to the City Council the aggregate compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, it has received in each of the prior three years from each provider of insurance or insurance consulting services solicited or evaluated by the City Council. Such disclosure shall be made as soon as practicable, but in no event later than the date of the evaluation report recommending an award by the governing body.

13. The request for proposals for any insurance or insurance consulting services for the City Council shall clearly establish the compensation restrictions and the certification and disclosure requirements established by this Ordinance as mandatory, nonwaivable terms, the violation of which shall be grounds for (i) terminating any contract resulting therefrom, and (ii) requiring the insurer or insurance service provider to disgorge to the public entity any compensation including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, paid or received in violation of this Ordinance, and a commensurate reduction in premiums to be paid by the public entity for the affected coverage(s) in the future.

14. Whenever soliciting quotations for insurance coverage, the Administrator or Manager or his designee shall obtain at least three quotations and shall submit the request for proposals to at least one joint insurance fund, and with respect to health insurance, to the State Health Benefits Plan, at the same time it is published, and shall determine if the SHBP and/or joint insurance fund can provide the same or similar coverages. The evaluation report shall include an analysis and discussion of the availability, terms and price of comparable coverage from such joint insurance fund and the SHBP as part of its award recommendation.

Dated: January 4, 2012

ADOPTED:

APPROVED:

City Clerk

Mayor

APPROVED AS TO FORM:

Corporation Counsel

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 190 ENTITLED “VEHICLES
AND TRAFFIC” TO ADD ARTICLE XXXIV ENTITLED “EXTENDED
PARKING ZONES”**

WHEREAS, the City Council wishes to expand upon the regulations and obligations relating to parking near crosswalks and stop signs along public rights of way in the City of Hoboken, in accordance with NJSA 39:4-138.6.

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/ADDITIONS TO HOBOKEN CODE CHAPTER 190

The following article is hereby added to chapter 190 in its entirety as follows:

Article XXXIV "Extended Parking Zones"

190-53: Definitions

- Inbound Leg: The roadway segment connected to an intersection, or portion thereof, that permits a vehicle to be driven towards an intersection in accordance with the legally established direction of traffic.
- Outbound Leg: The roadway segment connected to an intersection, or portion thereof, that permits a vehicle to be driven away from an intersection in accordance with the legally established direction of traffic.
- Travel Lane: The section of a roadway's width that is intended to conduct the flow of moving vehicular traffic.
- Parking Lane: The section of a roadway's width, typically no fewer than 7.5 feet, located between a Travel Lane and a curb that is reserved for on-street parking, where designated, and does not interfere with the safe and efficient flow of moving vehicular traffic in a Travel Lane.
- Crosswalk: That part of a roadway at an intersection, either marked or unmarked existing at each approach of every roadway intersection, included within the connections of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or, in the absence of curbs, from the edges of the shoulder, or, if none, from the edges of the roadway; also, any portion of a roadway at an intersection or elsewhere, including mid-block crossings, distinctly indicated for pedestrian crossing by lines or other marking on the surface.

190-54: Regulations for Extended Parking Zones

- A. Pursuant to NJSA 39:4-138.6, "Extended Parking Zones" are hereby established as the area in a parking lane no closer than 25 feet from the crosswalk along Inbound Legs of intersections, and no closer than 15 feet from the crosswalk along Outbound Legs of intersections, measured from the edge of the crosswalk area furthest from the center of the intersection.
- B. Vehicle may park in Extended Parking Zones subject to the following:
 - 1. Vehicles in Extended Parking Zones shall at all times comply with all other parking regulations, including but not limited to regulations on parking permits, street cleaning, and parking along emergency snow routes;
 - 2. Parking within Extended Parking Zones shall not be allowed Mondays through Fridays between the hours of 7:00am and 7:00pm whenever public primary or secondary schools are in session.
- C. Due to the extreme difficulty and delay of maneuvering emergency equipment at intersections, any vehicle parked within the Extended Parking Zone closer than 15 feet of the crosswalk at any time and for any duration shall be subject to immediate summons and tow by city enforcement staff.
- D. The City of Hoboken shall not be required to install or maintain any markings, signs, or other indications for Extended Parking Zones; it shall be incumbent upon the driver to ensure that no vehicle is parked within 25 feet of a crosswalk on Inbound Legs and within 15 feet of a crosswalk on Outbound Legs of intersections at any time.

The remainder of Chapter 190 remains unchanged.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand 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: January 4, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2011

James Farina, City Clerk

Dawn Zimmer, Mayor