# CITY OF HOBOKEN
## Office of the City Clerk

**DAWN ZIMMER**
**Mayor**

**JAMES FARINA, RMC**
**City Clerk**


August 24, 2012

***VIA CERTIFIED AND ELECTRONIC MAIL***
City of Hoboken
Honorable Members of the City Council

Re: Initiative Petition

Dear Councilmembers,

On August 15, 2012 one referendum petition was filed by the Committee of Petitioners (Philip Cohen, David Dening, Sasha Conroy, Vijay Chaudhuri, and Eric Kurta) entitled "Runoff Petition" which seeks to include on the November 6, 2012 general election ballot the question "Shall the City of Hoboken abandon the holding of run-off elections as permitted by the 'Uniform Nonpartisan Elections Law' (N.J.S.A. 40:45-5 et seq.)?" Please accept this letter as the City Clerk's submission, in accordance with N.J.S.A. 40:69A-190, that the referendum petition herein described is deemed sufficient by the Office of the City Clerk. Such determination shall be certified at the City Council's next regular meeting, on September 5, 2012, in accordance with N.J.S.A. 40:69A-187.

On August 15, 2012 one initiative petition was filed contemporaneous with the above mentioned referendum petition by the same Committee of Petitioners entitled "Initiative Petition" which seeks to include on the November 6, 2012 general election ballot the question "Shall the 'Ordinance to Move Hoboken Nonpartisan Municipal Elections to November' providing for Hoboken's nonpartisan municipal elections to be held on the day of the general election, the first Tuesday after the first Monday of November in the years in which municipal officers are to be elected (with the change resulting, pursuant to N.J.S.A. 40:45-7.1, in a one-time 6 month extension of the terms of existing office holders), be approved?" Please accept this letter as the City Clerk's submission, in accordance with N.J.S.A. 40:69A-190, that the initiative petition herein described is deemed sufficient by the Office of the City Clerk. The initiative petition's ordinance shall be deemed to have had first reading as of the date of this submission letter. The City Clerk's determination shall be certified at the City Council's next regular meeting, on September 5, 2012, in


**94 Washington Street, Hoboken, NJ 07030**
**(201) 420-2057 Fax (201)792-1858**

accordance with N.J.S.A. 40:69A-187, at which time the City Council shall hold a public hearing on and consider the initiative petition ordinance for final reading.

Please be guided accordingly. I remain,

Very Truly Yours,

James Farina
*City Clerk of the City of Hoboken*

JF/amp

w/encl

cc w/encl: Jersey Journal (via email and facsimile)
Star Ledger (via email and facsimile)
Bergen Record (via email and facsimile)
Honorable Mayor Dawn Zimmer (via hand delivery)
Office of Corporation Counsel (via hand delivery)
Committee of Petitioners (via certified and regular mail)

**94 Washington Street, Hoboken, NJ 07030**
**(201) 420-2057 Fax (201)792-1858**

**INITIATIVE PETITION**

**Ordinance to Move Hoboken Nonpartisan Municipal Elections to November**

We the undersigned registered voters of Hoboken New Jersey, petition that the City of Hoboken adopt the following ordinance:

Be it enacted by the City of Hoboken:

**SECTION ONE:**

The City Council hereby changes the date of Hoboken's nonpartisan municipal elections to the date of the general election, the first Tuesday after the first Monday in November in the years in which municipal officers are to be elected pursuant to N.J.S.A 40:45-7.1.

The term of any person holding a municipal elective office on the date of adoption of this Ordinance shall be extended until the beginning of the term of the person first elected to that office on the day of the general election in November, pursuant to N.J.S.A 40:45-7.1.

The term of any municipal officer elected at a general election in November, pursuant to this Ordinance, shall begin on January 1, in accordance with N.J.S.A 40:45-17.

**SECTION TWO**

All ordinances and parts of ordinances inconsistent herewith are hereby repealed

**SECTION THREE**

This Ordinance shall be published and take effect as provided by law. The City Clerk shall notify the County Superintendent of Elections and the Director of the State of New Jersey Division of Elections, for action in conformity herewith. The City Clerk shall take any and all further action necessary and appropriate, in compliance with N.J.S.A. 40:45-7.1 and the Uniform Nonpartisan Election Law, N.J.S.A. 40:45-1 et seq., to effectuate this Ordinance.

Committee of Petitioners pursuant to N.J.S.A 40:69A -186

1. Philip H. Cohen 206 11th Street, Hoboken, NJ
2. David K. Dening 200 Hudson Street, Apt. 3F Hoboken, NJ
3. Sasha C. Conroy 122 Bloomfield Street, Hoboken, NJ
4. Vijay K. Chaudhuri 235 Hudson Street, Apt 502 Hoboken, NJ
5. Eric S. Kurta 214 Garden Street, Apt 4 Hoboken, NJ

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

August 24, 2012

The Honorable Chris Christie
Office of the Governor
PO Box 001
Trenton, NJ 08625

Dear Governor Christie:

I am writing to express my extreme concern and opposition to a bill that has passed the State Senate (S-1534) and may soon be considered by the Assembly (A-2586). The legislation would exempt private nonprofit colleges and universities from local land use oversight. I recently met with one of the sponsors of the legislation, Assemblywoman Riley. I will be taking a public position on this issue so I am writing to make sure you understand my perspective.

In Hoboken, we have a very strong relationship with Stevens Institute of Technology. They are an extremely important part of our community. But this legislation would take away the voice of the rest of our community when it comes to any on-campus or off-campus development by Stevens. This possible development will have a serious impact on parking, public safety, noise, and other quality of life concerns. Hoboken residents will bear the burden of this added development and its added costs, with absolutely no voice in the process, or added tax revenue. The unprecedented rights that are proposed to be given to private universities are not free. They will be paid for by taking away the rights of residents of the host communities. This is simply not fair.

Just as importantly, I am extremely concerned about the lack of accountability. For example, while there is a measure of accountability to the general public through your appointment of a majority of the Rutgers Board of Governors, there is no similar accountability for private institutions. There are checks and balances in place to limit budgets and salaries for public institutions, but no similar controls over private institutions. This legislation would not put private colleges on equal footing with public ones – it would award them tremendous development powers with no corresponding level of oversight. We know from our state's history that when millions of dollars in development rights are at stake, this lack of accountability creates the serious potential for corruption. As elected officials, we have a responsibility to establish frameworks to protect against corruption, but this legislation would do the opposite.

Recently, Councilwoman Jennifer Giattino introduced a resolution in opposition to this bill which was unanimously approved by our City Council. I am attaching it for your review. I very strongly urge you to oppose this bill.

Sincerely,

Mayor Zimmer

CC: Senator Brian Stack
Senator Nick Sacco
Assemblyman Vincent Prieto
Assemblyman Ruben Ramos
Assemblyman Sean Connors
Assemblyman Charles Mainor
Hoboken City Council

33

INTRODUCED BY: Giattino
SECONDED BY: Theresa Castellano

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

**RESOLUTION IN OPPOSITION TO ASSEMBLY BILL A2586 AND IN SUPPORT OF THE ADMINISTRATION'S CONTINUED EFFORTS OPPOSING THE BILL**

**WHEREAS**, the New Jersey State Legislature is considering a bill S1534/A2586 to exempt private colleges and universities from municipal land use law; and

**WHEREAS**, the State Senate passed the bill, which is soon expected to be considered by the State Assembly; and

**WHEREAS**, development in Hoboken should reflect and respect the will of the community as determined by resident input, local land use law, and the City's Master Plan; and

**WHEREAS**, local planning and zoning boards are the only public safeguards that can protect existing neighborhoods from poorly planned institutional encroachments; and

**WHEREAS**, the City of Hoboken considers the Stevens Institute of Technology an important member of the Hoboken community, however if passed by the legislature and signed into law, private institutions would be able to develop however they pleased, without input from the community or governing body, regardless of how extreme the development plan may be or its impact on taxes and infrastructure,

**NOW THEREFORE BE IT RESOLVED**, that the Council of the City of Hoboken expresses its strong opposition to the proposed "Assembly Bill A2586" and supports the Administration in its continued efforts to oppose this legislation.

**Reviewed:**
Quentin Wiest
Quentin Wiest
Business Administrator

**Approved as to form:**
Mellissa Longo, Esq.
Interim Corporation Counsel

**Date of Meeting**: August 15, 2012

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A REGULAR MEETING ON AUG 15 2012

CITY CLERK

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

August 22, 2012

Dear City Council Members:

I believe there is tremendous potential in establishing Hoboken as a regional technology hub in terms of economic development, education, and quality of life. Hoboken is home to the NJ Tech Meetup -- New Jersey's largest and the region's fastest-growing technology group which meets regularly at the Stevens Institute of Technology, has more than 2,100 members, and attracts talent from throughout the region and world.

We recently established a Hoboken Tech Task Force which has been meeting to identify ways to establish Hoboken as a tech hub. One important first step is the establishment of a tech community center. At the next meeting the Council will hear a presentation for a proposal to use Sinatra Café as the "Hoboken SparkLab." We are still working with a variety of partners including Stevens, our Library, the NJ Tech Meetup, Mission50, and others, to finalize all the details, but the space would serve as a physical hub to bring the community together, inspire ideas, provide a collaborative working and networking environment, and increase the digital literacy of the City of Hoboken through courses and workshops. In conjunction with the Hoboken Library, programming would be developed for school children and the community at large.

I hope you will support this initiative on a pilot basis. It would not in any way interfere with the cultural events that are held at Sinatra Park. Please see the attached presentation and Wall Street Journal story that ran on Monday for more information.

Sincerely,

Mayor Zimmer

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THE WALL STREET JOURNAL.
WSJ.com

NY REGION | August 19, 2012, 10:11 p.m. ET

# Hoboken Looks for a Silicon Alley Breakaway

By HEATHER HADDON

Hoboken wants to extend Silicon Alley across the Hudson River and grab a piece of the New York City technology boom.

The Mile Square City now claims a tech meetup with 2,160 members—one of the largest communities in the Greater New York area. The Hoboken City Council is set to vote next month on a plan to lease out a publicly-owned waterfront building as a community tech space.

Claudio Papapietro for The Wall Street Journal

Mission 50's co-founder and president, Gregory Dell'Aquila

More

Breaking Tech's Code: Training New Talent

Tech Crowd Gets Into Working Outside

Earlier: Tech's Boom Taps Queens

And the Stevens Institute of Technology, a private college in Hoboken, is opening an innovation and entrepreneurship office this fall for students interesting in start-ups. The institute is also in talks with venture capitalists to start by next year a "tech accelerator" that provides seed money and mentorship for tech start-ups, said Nariman Farvardin, the institute's president.

"I would like to see in Hoboken a version of what is happening in Silicon Valley," said Mr. Farvardin, an engineer who started two technology companies and holds seven patents.

Hoboken is leading a quiet effort in New Jersey to harness some of the tech sector excitement being generated in New York City, where information-technology jobs have increased 29% in the past five years.

In a state better known for heavy industry and pharmaceuticals, several community technology work spaces have opened in the past year, along with two start-up incubators of the kind that helped launch tech giants on the West Coast.

"I think it's a best-kept secret. There's a tremendous talent pool in New Jersey," said Aaron Price, the founder of NJ Tech Meetup, which gathers monthly in Hoboken's new Mission 50 coworking space.

To be sure, the advantages remain on the eastern side of the Hudson.

Angel investors who give seed money in exchange for a stake in a company are still more prevalent in New York than New Jersey. The Garden State traditionally has lacked shared entrepreneurial

offices—called coworking spaces.

And state funding for 11 technology incubators—office spaces for start-ups at college campuses—dried up in 2010 when the New Jersey Commission on Science and Technology was terminated.

"People were squatting at the grad school library or Panera Bread," Bert Navarrete, a tech investor, said about the Princeton's tech scene. "There was a general interest in entrepreneurship, but it was very fragmented."

Hoboken's latest effort involves creating more cheap space for new companies to work. The waterfront building is currently being used as a public space but would be converted into a tech center called "SparkLab" if the City Council approves its leasing.

The temporary facility would offer classes and mentors to the public in partnership with Stevens, the city library and Hoboken tech entrepreneurs. "It's essentially a tech community center," said Hoboken Mayor Dawn Zimmer. "This is a place where people can start up."

Creating a tech scene in Hoboken won't happen overnight, Mr. Farvardin said. But a few notable breakthroughs could give it a big boost.

"Those success stories are very energizing," he said.

New Jersey is hoping it can replicate in the tech industry the success it formerly had in developing pharmaceuticals, defense and communications such as Bell Laboratories.

Tech start-ups have existed for in the state for about 15 years, getting a boost from layoffs at corporations in the state's traditional industries, said Maxine Ballen, president and CEO of the New Jersey Technology Council, a trade group with 1,000 member companies.

"It breaks your heart, but the good news is that it's not all doom and gloom," Ms. Ballen said. "They have spawned many entrepreneurial companies."

New Jersey's tech hubs tend to be clustered in small cities like Hoboken, with others including Princeton, Montclair, Red Bank and New Brunswick. Entrepreneurial fields include biotech, mobile applications, financial services for Wall Street and alternative energy.

Proponents are trying to court money from one side of the Hudson to other. The New Jersey Economic Development Authority is funding venture capital funds and start-up ventures, providing $150,000 in annual funding for three years to help launch a tech "accelerator" for entrepreneurs in Montclair.

"There's a pent-up demand for aspiring entrepreneurs to get a kick start," said Mario Casabona, a Morris County angel investor who raised more than $500,000 matching funds for the tech accelerator, called TechLaunch, earlier this year.

The New Jersey tech scene has been overshadowed by New York's Silicon Alley, but it has given rise to major start-ups such as Audible.com and Diapers.com. Both companies were sold to Amazon for hundreds of millions of dollars in the past few years.

Mr. Navarrete opened the Tiger Labs coworking space in Princeton last June, and demand has fueled a coming move to a large office, he said. In February, Mr. Navarrete started a technology

accelerator. The current participants include a Cambridge-trained robotics builder and a 17-year-old high-school student creating iPhone apps, Mr. Navarrete said.

The recession caused New Jersey's angel investors to scale back their funding, said Mr. Casabona, chairman of Jumpstart, an association of 40 state venture capitalists. In general, New Jersey investors have tended to fund more traditional types of technologies, but that is slowly changing, said David Sorin, a managing partner of the SorinRand law firm, which represents New Jersey start-ups. "It's a matter of awareness and comfort level," Mr. Sorin said.

Write to Heather Haddon at heather.haddon@wsj.com

A version of this article appeared August 20, 2012, on page A13 in the U.S. edition of The Wall Street Journal, with the headline: Hoboken Looks for a Silicon Alley Breakaway.

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The Yuan Revolution (Tradeo.com Blog)

Obama's Last Chance Before Israel Bombs Iran (The Daily Beast)

Proposal for Sinatra Café to become

# HOBOKEN SparkLab

A technology community center.

by

NJTECHMEETUP

**a hoboken-based non-profit association**

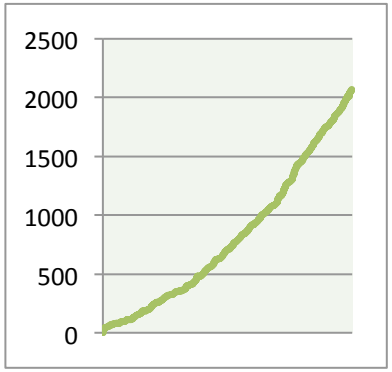
created with enormous help from Hoboken residents Greg Dell'Aquila / Tim LaTorre / Matt Wade

# NJ's Largest Technology Community.

**Founded in Hoboken** in 2010 by Aaron Price, the NJ Tech Meetup is a non-profit for education, networking, and inspiration.

- 2100+ members (NJ's largest and region's fastest growing tech group)
- 150+ attend each month
- Hosted at Stevens Institute of Technology (Hoboken)
- Speakers have included tech visionaries, including Eric Hippeau (Partner, Lerer Ventures, Former CEO The Huffington Post), Gabe Zichermann (Founder, Gamification Summit), Craig Kanarick (Cofounder, Razorfish), Allen Murabayashi (Cofounder, HotJobs), Matt Meeker (Cofounder, Meetup.com), Jeff Hoffman (Cofounder, Priceline), and more.

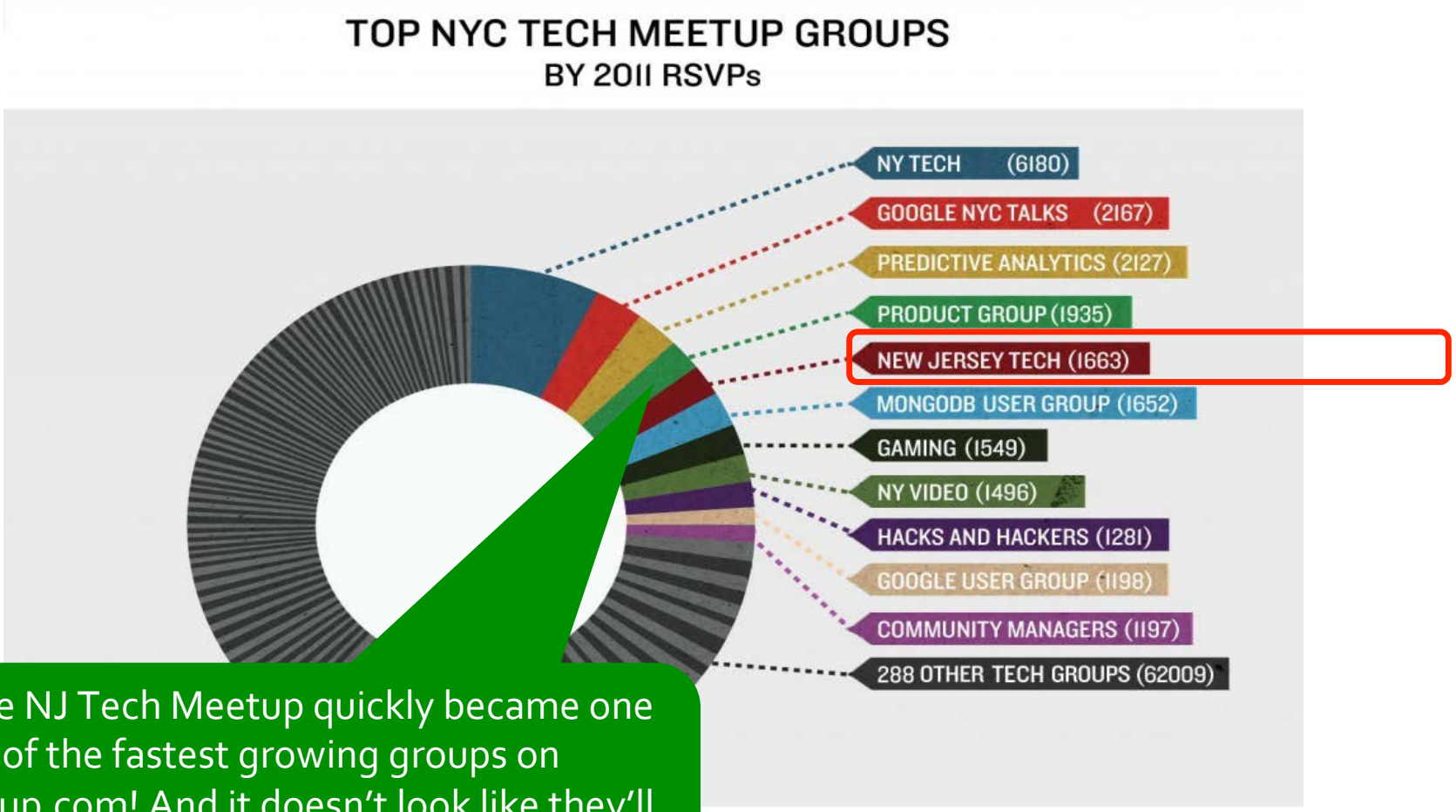
*Actual member growth*




*75+ startups have come to Hoboken and presented to the tech community, including:*

NJTECHMEETUP

# Ranked #5 from 300 NYC Area Groups

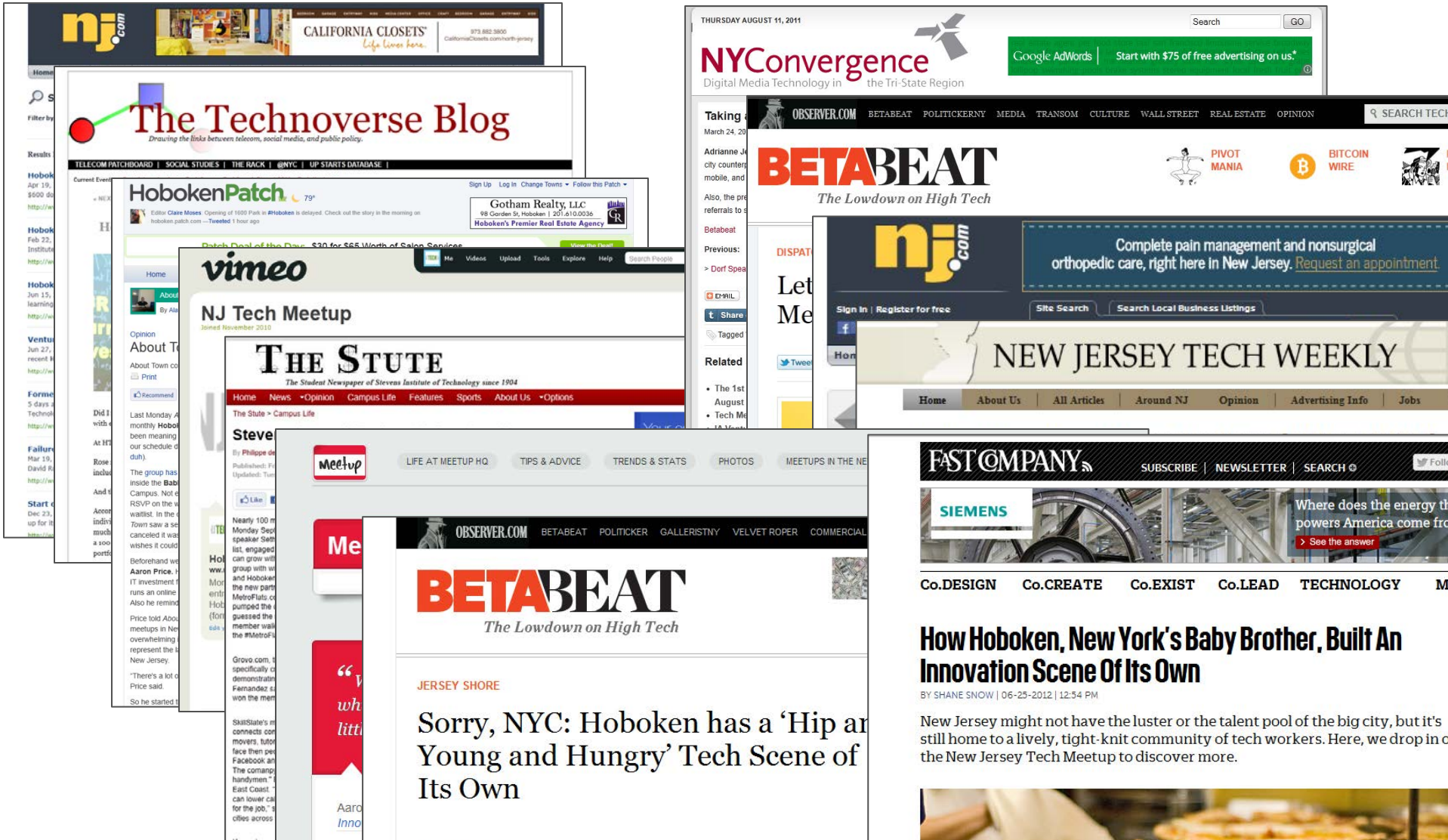



"...the NJ Tech Meetup quickly became one of the fastest growing groups on Meetup.com! And it doesn't look like they'll be slowing down anytime soon."

***- The Official Meetup HQ Blog***

NJTECHMEETUP

# Frequent Regional and National Press



HOBOKEN
DAWN ZIMMER, MAYOR / NEW JERSEY
explore OUR HISTORY
experience OUR FUTURE

Inspired at an NJ Tech Meetup, Mayor Zimmer announces city's intent to establish Hoboken as a "tech hub"

## Benefits of Hoboken as a Tech Hub

- Increase demand for office space to attract commercial development
- Increase employment
- Attract residents to work and live local
- Provide education
- Attract investment capital
- Support retail community

# The Hoboken Tech Task Force is born

In response to the Mayor's initiative, members of Hoboken's tech community began meeting regularly with the goal of forming a task force and defining its mission.

**Mission Defined:**
To establish Hoboken as the regional hub that inspires the creation, support, growth, and attraction of technology businesses to increase Hoboken's digital literacy.

**Groups created:**
- Culture
- Events
- Investment
- Communication

**SparkLab is the first step.**

HOBOKEN SparkLab

## First Goal: Establish a Tech Community Center

### 1) Representation

The first physical manifestation of the ideals of the tech hub

### 2) Inspiration

Inspire the community to think big thoughts

### 3) Participation

- **Education**: Classes & workshops for foundational learning
- **Collaboration**: Business creation, networking, brainstorming, invention

HOBOKEN SparkLab

# Programs & Events

**Tech Talks** (NJ Tech Meetup)
Moderated discussions/educational talks on specific tech and business topics

**Coworking Sessions** (Mission50)
Free collaborative working environment

**Networking/Social Events** (Various)
Tech related meetups and networking events

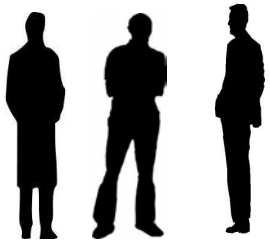
**One-on-One mentoring** (various)

**Courses & Workshops**

- DIY Electronics (MakerBar)
- Entrepeneurial/Startup (NJ Tech Meetup)
- Long form courses (Stevens)
- Courses from working professionals: design, programming, entrepreneurialism, etc. (Hoboken Public Library & others)
- After school programming for kids to showcase, teach, and demonstrate everything that technology does (MakerBar and others)

HOBOKEN SparkLab

# *Our ask:* let NJ Tech transform Sinatra Café into SparkLab.



We ask that that this space be used for SparkLab to generate success stories and inspire the entrepreneur in all who live in Hoboken.

HOBOKEN SparkLab

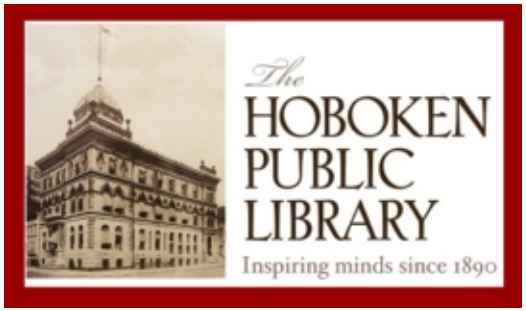
# Logistics

**Town to:**

- Provide access to the space during business hours (town to open/ close)
- Cover utilities

**SparkLab to:**

- Provide wifi/connectivity
- Furnish (with help from sponsors)
- Work with town if the space is needed for other events
- Work with outside vendors for food (no food prepared on site)
- Preferred timeframe is 9-12 months for pilot




# Early Conversations Programming Discussed

Possible programming:

- Children's readings about Technology
- Workshops on entry level software skills
- How to find a job in the technology field
- Using technology in your job search

HOBOKEN SparkLab

# Engaged partners

- **Stevens Institute of Technology** (Dr. Favardin)
- **NJ Tech Meetup** (Aaron Price)
- **Mission50** (Gregory Dell'Aquila)
- **Send Tech** (Chris Ferreira)
- **Hoboken MakerBar** (Bert Hartman & Rich Jedrzejek)
- **Tech Task Force Members** (Matt Wade & Tim LaTorre)

STEVENS
INSTITUTE of TECHNOLOGY
THE INNOVATION UNIVERSITY

## Education and talent.

Founded in 1870, Stevens is a premier private coeducational institution focused on research and entrepreneurship. Stevens is committed to exploring the frontiers of engineering, science, and management.

It is a backbone of the Hoboken tech community.

## More background: Mission 50 is Hoboken's Coworking Space.

After meeting at an NJ Tech Meetup, NJTM's founder Aaron Price and Gregory Dell'Aquila partner to launch Mission50, a space where independent workers, largely technology-related, can rent offices and desk space in a shared work environment, thus "co-working".

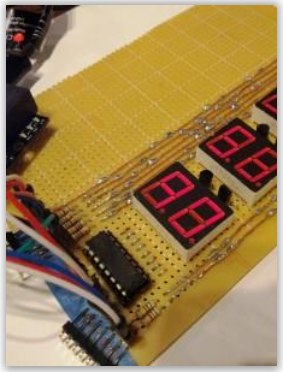
This style of workplace creates a collaborative, entrepreneurial environment and Hoboken's tech community finally has a home in which tech people can meet and interact on a daily basis.

# MISSION FIFTY

## Hudson County's 1st coworking space

# Hoboken MakerBar

## MakerBar is Hoboken's Hackerspace.



MakerBar is a place where people with common interests, often in computers, technology, science, digital or electronic art (but also in many other realms) can meet, socialize, and collaborate.

Part of a recent international movement, hackerspaces can be viewed as open community labs incorporating elements of machine shops, workshops and/or studios where hackers can come together to share resources and knowledge to build and make things.

# The MakerBar Story

**The MakerBar story could be seen as an archetype of building a tech community:**

1. Chris, Rich, and Bert befriend one another at NJ Tech Meetup
2. The three realize they share a common interest and start a new meetup at Mission 50 in Hoboken for people to make stuff. Once they establish a following, they rent a new space in Hoboken and name it MakerBar.
3. Excited by the town's energy, Chris moves his business, Send Tech, to Hoboken

Chris, Bert, and Rich represent just one example of a Hoboken tech success story. We ask that that this space be used for SparkLab to generate more success stories and inspire the entrepreneur in all who live in Hoboken.

# HOBOKEN SparkLab


## Aaron Price

**Founder**, NJ Tech Meetup
**Founder**, crafterMania.com
**Entrepreneur-at-large**, DFJ Gotham Ventures
aprice@njtech.me
www.njtech.me
www.twitter.com/NJTechMe
201-669-3700


**proposal by:**

NJTECHMEETUP

**a hoboken-based non-profit association**

created with enormous help with Hoboken residents Greg Dell'Aquila / Tim LaTorre / Matt Wade

OFFICE OF THE MAYOR
DAWN ZIMMER MAYOR
CITY HALL
HOBOKEN, NEW JERSEY

RECEIVED
2012 SEP -4 PM 1:40
CITY CLERK
HOBOKEN, NJ 07030

September 4, 2012

Dear City Council Members:

The September 5th Council meeting has a full agenda with many crucial items.

Our planner will be in attendance to present the City's Redevelopment Plan for the Hoboken Terminal and Rail Yards area. There will also be a presentation for converting Sinatra Café into SparkLab – a community tech center. There is progress on a variety of fronts regarding our parks: the awarding of a contract for the reconstruction of Sinatra Park, a resolution to purchase playground equipment for Church Square Park, and the hiring of an LSRP to assist with parks acquisition in western Hoboken. In addition to hiring full time police officers as we work to fill the table or organization, you will be asked to approve the hiring of Class II police officers to supplement our regular Police force. If you have any questions regarding any of these matters, please do not hesitate to call me any time.

There are also a series of initiatives to address affordable housing that the Council will be asked to consider at the September 5th meeting and at the following Council meeting. Unfortunately, our affordable housing ordinance was not enforced in the 26 years since it was passed, but going forward, it is important that we ensure that those who need affordable housing the most have fair access to affordable housing opportunities. Below is an overview of what will be proposed at the next two Council meetings. I thank the Zoning and Economic Development subcommittee for their collaboration on some of these efforts.

**COAH Planner**
We have issued an RFP to hire an experienced professional planning consultant to prepare a Housing Element and Fair Share Plan. We are recommending that the City award a contract to Shirley M. Bishop, LLC of Princeton, New Jersey. This planner works exclusively on affordable housing planning, has the extensive experience desired, has excellent communication skills, and has experience working on affordable housing issues in urban areas.

**Affordable Housing Resolution**
Regardless of any revision to the existing ordinance or a new ordinance being adopted, neither would be applicable to applications that have already been submitted to the Planning Board or Zoning Board. They are covered under what is referred to as the "time of decision" rule, where the only regulations that can be applied are those that were in effect at the time the application was deemed complete. At the risk of losing opportunities for affordable housing for those applications currently being reviewed by one of the boards, this resolution would send a policy statement to the

Zoning Board recognizing that the provision of a substantial set aside of affordable housing in a residential development application does promote the public welfare and may satisfy both the enhanced and positive criteria reviewed by the Zoning Board, thus encouraging such set aside as a requirement of approval.

**Amendment to Existing Affordable Housing Ordinance**
Although the Council on Affordable Housing (COAH) has submitted a written opinion on August 20, 2012 that a municipality not under COAH's jurisdiction may adopt a zoning ordinance with a set aside in accordance with municipal land use law and under advisement from its municipal attorney, the City's Special Counsel Ron Cucchiaro of Weiner Lesniak subsequently spoke to the Chief Counsel for COAH for clarification. She confirmed that if the City is not under COAH jurisdiction, it may adopt Fair Share ordinances which may voluntarily comply with COAH regulations, but cannot require COAH approval. This ordinance will reaffirm the City's 10% affordable housing requirement and serve as an interim measure until the City has completed the planning process.

**Amendment to Land Use Application Checklist (accompanies Affordable Housing Ordinance)**
If the Council passes the proposed affordable housing ordinance, the land use application procedures will need to be updated accordingly. The land use application checklist would be amended to require that a fiscal impact statement be submitted to the board for all applications for residential development. This is necessary to address the compensatory benefit that would be required for such variance while ensuring that the density requested is at the appropriate level to accommodate the costs to provide affordable housing. Passage of this ordinance will enable the Zoning Board to hire a financial expert to analyze fiscal impact statements. The costs would be covered by the escrow requirements for application reviews.

*Next Meeting:*

In addition, as you know, the City has $1,950,000 remaining in funds from the Tarragon settlement that can be used to support affordable housing. At the following Council Meeting, the Council will be asked to approve the use of some of these funds to pay for the costs of affordable housing planning and legal fees that may be needed for the process, consider hiring a tenant advocate, and support funding the YMCA affordable housing project.

Longer term, we have an opportunity to assist residents through the creation of a rehabilitation program, funded with the Tarragon settlement funds. It would help those in affordable housing units who have leaky roofs, mold, or other issues that need repair. The program would provide up to $10,000 per unit for the rehabilitation of units for affordable housing, which would also help us satisfy some of our Round 2 COAH obligations for rehabilitation.

Thank you for your consideration.

Sincerely,

Mayor Zimmer

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

***Sent Via E-Mail and Regular Mail***

August 28, 2012

Director Ian Sacs, P.E.
Transportation and Parking
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Evaluation of Stop Sign at Jackson Street and Observer Highway
Hoboken, New Jersey
Our File No. HO-469

Dear Director Sacs:

At the City's direction, we were asked to look into the feasibility of installing all-way stop control at the Jackson Street and Observer Highway intersection. Jackson Street is one-way northbound while Observer Highway is two-way westbound and eastbound. Under existing conditions at this intersection, Observer Highway is controlled by a stop sign in both directions, while traffic on Jackson Street has the right-of-way.

As part of our evaluation, we followed the guidance provided in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD remarks that a stop sign is not to be utilized for speed control (Section 2B.04.05). We also noted the proximity of two other traffic signals (signalized intersection at Jackson Street and Paterson Avenue is approximately 190 feet away and a signalized intersection at Observer Highway and Paterson Avenue is approximately 210 feet away). Given the proximity particularly of the signalized intersection at Jackson Street and Paterson Avenue, our concern was that if a stop sign was installed on Jackson Street, cars would not observe it and focus on the Paterson Avenue signal instead. Vehicular traffic on Observer Highway, however, would be relying on the proposed all-way stop condition, and after stopping would proceed, potentially leading to collisions with Jackson Street traffic.

We also contacted the Hoboken Police Department (HPD) to obtain their feedback on this intersection. After speaking with both Captain Pasculi and Lieutenant Wally Wehrhahn, they relayed their concerns of a stop sign on Jackson being ignored by cars looking ahead to the traffic signal. They suggested looking into the use of rumble strips or speed bumps to slow down northbound traffic on Jackson Street but warned of noise concerns from the increasingly residential surrounding area. At this time, the City had also considered striping changes to Jackson Street between Newark Avenue and Observer Highway to better define travel ways which we discussed with HPD.

It was agreed that these striping changes could serve as a first step in improving this intersection. Once installed traffic would be monitored by HPD through the coordination efforts of the City's Public Safety Director.

If you require any additional information please feel free to contact our office.

Sincerely,

BOSWELL McCLAVE ENGINEERING

Rebecca Mejia, P.E.
City Engineer Representative

REM/ajf
120828REML1.doc

BOSWELL
EST. 1924
ENGINEERING

# MISCELLANEOUS LICENSES FOR COUNCIL MEETING SEPTEMBER 5, 2012

## DRIVERS (13 ITEMS @ $75.00)

| *NAME* | *TAXI/LIMO* | *LICENSE#* |
|---|---|---|
| PAULINO SANDOVAL | LIMO | 6984 |
| JUAN SERRANO | LIMO | 0610 |
| ANGEL BELTRE | LIMO | 8045 |
| MAHROS AWAD | TAXI | 0057 |
| ANTONIO RENTAS | LIMO | 0769 |
| EMAD DOUSHANNA | TAXI | 4097 |
| SANTOS CRUZ-RAMOS | LIMO | 7872 |
| EMAD ZAKI | TAXI | 3942 |
| SAMIR JACOUB | TAXI | 5910 |
| ADEL SHEHATA | TAXI | 1811 |
| FEDERICO CABA | LIMO | 8191 |
| ELSAM MEHANY | LIMO | 5030 |
| SERGIO PINZON | TAXI | 8417 |

# 13 DRIVERS

APPROVED LICENSES

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

SEPTEMBER 5, 2012

**TAXI, LIVERY, AND LIMOUSINE DRIVERS 13 ITEMS**

**(SEE ATTACHED)**

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **ADM ABC BOARD** | **OPERATING** | 12-00296 | **JERSEY JOURNAL** | PUBLICATION OF ABC BD AGENDAS | $ 456.24 |
| | | 12-01336 | **W.B. MASON CO., INC.** | OFFICE SUPPLIES | $ 49.65 |
| **ADM BUSINESS ADMINISTRATION** | **CAPITAL** | 12-02772 | **MCGUIRE ASSOCIATES** | APPRAISAL REPORTS BLOCK 12 | $ 10,000.00 |
| | | 12-02773 | **VANDOR & VANDOR LTD.** | OPEN SPACE SERVICES RENDERED | $ 2,730.00 |
| | **FEDERAL** | 12-02771 | **THE BUZAK LAW GROUP LLC** | ACQUISITION OF PROPERTY | $ 8,437.50 |
| | | 12-02908 | **KAUFMAN, BERN & DEUTSCH, LLP** | USE VARIANCE REPORT TO COUNSEL | $ 1,015.00 |
| | **OPERATING** | 12-02012 | **W.B. MASON CO., INC.** | OFFICE SUPPLIES | $ 39.88 |
| | | 12-02791 | **AMERICAN PLANNING ASSOCIATION** | MEMBERSHIP DUES FOR S. MARKS | $ 659.00 |
| | | 12-02984 | **NJ CIVIL SERVICE COMMISSION** | APPOINTMENT WAIVERS | $ 4,096.00 |
| **ADM FINANCE SUPERVISORS OFF** | **OPERATING** | 12-02863 | **AUTOMATIC DATA PROCESSING** | ADP PROCESSING CHARGES | $ 2,728.43 |
| | | 12-02864 | **AUTOMATIC DATA PROCESSING** | ADP PROCESSING CHARGES | $ 7,952.88 |
| | | 12-02865 | **AUTOMATIC DATA PROCESSING** | ADP PROCESSING CHARGES | $ 2,605.00 |
| | | 12-02866 | **AUTOMATIC DATA PROCESSING** | ADP PROCESSING CHARGES | $ 2,112.00 |
| | | 12-02924 | **AUTOMATIC DATA PROCESSING** | PAYROLL PROCESSING CHARGES | $ 6,172.52 |
| | | 12-03028 | **AUTOMATIC DATA PROCESSING** | PAYROLL PROCESSING CHARGES | $ 18.00 |
| | | 12-03132 | **STATE OF NJ/DEPT. LABOR/WRKFC** | NJ Dept.of Labor Assessment | $ 7,005.94 |
| | | 12-02978 | **G.F.O.A. OF NEW JERSEY** | DUES AND CONFERENCE REGS. | $ 415.00 |
| **ADM LEGAL ADVERTISING** | **OPERATING** | 12-01870 | **STAR LEDGER** | LEGAL ADS 5/12 | $ 545.20 |
| | | 12-02139 | **JERSEY JOURNAL** | LEGAL ADS 6/12 | $ 2,340.03 |
| | | 12-02442 | **STAR LEDGER** | LEGAL ADS FOR 7/12 | $ 466.32 |
| | | 12-02443 | **JERSEY JOURNAL** | LEGAL ADS FOR 7/12 | $ 1,966.90 |
| **ADM MAYOR'S OFFICE** | **OPERATING** | 12-02764 | **METROPOLITAN COFFEE SERVICE** | OFFICE SUPPLIES | $ 119.90 |
| **ADM MUNICIPAL COURT** | **OPERATING** | 12-02861 | **DREW & ROGERS, INC.** | BLUE BAR PAPER | $ 1,784.00 |
| | | 12-02868 | **ALCAZAR COMMUNICATION,INC.** | SVCS RENDERED INTERPRETATION | $ 4,980.00 |
| | | 12-02903 | **GRAMCO BUSINESS COMMUNICATIONS** | MAINTENANCE CONTRACT RENEWAL | $ 1,220.00 |
| | | 12-02993 | **ENTERPRISE CONSULTANTS** | MONTHLY MAINTENANCE | $ 212.50 |
| **ADM MUNICIPAL COURT-POAA TRUST** | **TRUST** | 12-01499 | **SHRED-IT** | SHREDDING | $ 1,100.00 |
| | | 12-02263 | **HOBOKEN LOCK & SUPPLY** | LOCK | $ 555.00 |
| | | 12-02749 | **STAPLES PRINT SOLUTIONS** | CARBONLESS ATS MAILERS | $ 2,948.10 |
| | | 12-02750 | **STAPLES PRINT SOLUTIONS** | ORDINANCE FOLDERS | $ 3,975.40 |
| **ADM OEM** | **OPERATING** | 12-02715 | **LIFE SAVERS INC.** | DEFIB SUPPLIES | $ 225.00 |
| **ADM PARKING UTILITY** | **PARKING UTILITY** | 12-00535 | **GOVCONNECTION, INC.** | IT EQUIPMENT - HPU | $ 1,944.00 |
| | | 12-01716 | **BUY WISE AUTO PARTS** | PARTS FOR H-2 HOP VEHICLE | $ 172.64 |
| | | 12-01882 | **FEDEX GROUND PACKAGE SYSTEM** | DELIVERY SERVICES - MAY 2012 | $ 7.21 |
| | | 12-01887 | **BUY WISE AUTO PARTS** | PARTS FOR HPU VEHICLES | $ 1,005.12 |
| | | 12-02540 | **FIVEPM TECHNOLOGY, INC.** | TRACKING - JULY 2012 | $ 2,500.00 |
| | | 12-02541 | **FEDEX GROUND PACKAGE SYSTEM** | DELIVERY SERVICES - 916 GARDEN | $ 47.16 |
| | | 12-02546 | **W.B. MASON CO., INC.** | OFFICE SUPPLIES | $ 1,091.46 |
| | | 12-02595 | **PROPARK AMERICA NEW YORK** | MONTHLY MGMT. - JULY 2012 | $ 42,616.75 |
| | | 12-02669 | **HOBOKEN WATER SERVICE** | WATER CHARGES - GARAGES | $ 179.76 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **ADM PARKING UTILITY** | **PARKING UTILITY** | 12-02683 | **GRAINGER, INC** | 916 GARDEN ST. GARAGE SUPPLIES | $ 142.30 |
| | | 12-02801 | **Z'S IRON WORKS** | REPAIRS - GARAGES B & D | $ 960.00 |
| | | 12-02802 | **GARDEN STATE HIGHWAY PROD.** | SIGNAL & TRAFFIC SUPPLIES | $ 3,300.00 |
| | | 12-02846 | **QUALITY AUTOMALL** | PARTS-SIGNAL & TRAFFIC #132 | $ 427.21 |
| | | 12-02871 | **MARTIN E. ROBINS** | PROFESSIONAL SERVICES | $ 180.00 |
| | | 12-02873 | **KIRSCHENBAUM & ASSOCIATES LLC** | PROFESSIONAL SERVICES | $ 6,107.65 |
| | | 12-02874 | **SEAN FLANAGAN** | NO PARKING SIGNS REFUND | $ 20.00 |
| | | 12-02876 | **CHEVROLET OF JERSEY CITY** | PARTS/REPAIR - HPU CAMERA VAN | $ 549.00 |
| | | 12-02877 | **921 WELCO CGI GAS TECH LLC** | CYLINDER RENTAL - 916 GARDEN | $ 29.95 |
| | | 12-02878 | **FIVEPM TECHNOLOGY, INC.** | TRACKING SERVICES - AUG. 2012 | $ 2,500.00 |
| | | 12-02880 | **PURCHASE POWER/SUPERVISOR** | POSTAGE BY PHONE - JULY 2012 | $ 149.00 |
| | | 12-02881 | **AT&T (LD)** | LD SERVICES - JULY 2012 | $ 60.91 |
| | | 12-02882 | **SHEILA GRANT** | BOOT REFUND | $ 150.00 |
| | | 12-02949 | **CHRISTINE MEBUST** | PERMIT REFUND | $ 70.00 |
| | | 12-02950 | **NICK PIERGALLINI** | PARKING SIGN REFUND | $ 160.00 |
| | | 12-02951 | **EDWARD WHITE, JR.** | REIMBURSEMENT FOR GAS EXPENSE | $ 20.00 |
| | | 12-02952 | **MANUEL BAYO** | BOOT RELEASE REFUND | $ 150.00 |
| | | 12-02957 | **HIGH TECH PROTECTIVE SVS.INC.** | MONTHLY CONTRACT-916 GARDEN ST | $ 241.00 |
| | | 12-02958 | **UNITRONICS INC.** | MONTHLY SUPPORT-916 GARDEN ST. | $ 11,500.00 |
| | | 12-02960 | **PROPARK AMERICA NEW YORK** | PROF. MANAGEMENT FEE - 8/12 | $ 42,616.75 |
| | | 12-02963 | **JODI GITTLEMAN** | GARAGE REFUND | $ 45.00 |
| | | 12-02965 | **CITY PAINT AND HARDWARE** | GENERAL SUPPLIES/HPU - JULY | $ 998.80 |
| | | 12-02968 | **METROPOLITAN COFFEE SERVICE** | WATER BOTTLES | $ 48.00 |
| | | 12-03013 | **NORTH HUDSON SEWERAGE AUTH.** | GARAGE UTILITIES - 3RD. QTR. | $ 469.07 |
| | | 12-03014 | **PAETEC COMMUNICATIONS INC.** | LD/TOLL CHARGES - JULY 2012 | $ 164.24 |
| | | 12-03016 | **LEIGH EMERY** | GARAGE REFUND | $ 200.00 |
| | | 12-03018 | **PREMIER TECHNOLOGY SOLUTIONS** | IT SERVICES - JULY 2012 | $ 1,950.00 |
| | | 12-03019 | **ADVANCED DOOR SALES, INC.** | GARAGE G DOOR REPAIRS | $ 343.75 |
| | | 12-03020 | **ENTERPRISE CONSULTANTS** | TELEPHONE MAINTENANCE - JULY | $ 112.50 |
| | | 12-03021 | **EXXONMOBIL FLEET/GECC** | FUEL CHARGES - JULY 2012 | $ 2,640.52 |
| | | 12-03023 | **ADVANCED DOOR SALES, INC.** | ENTRANCE GATE - GARAGE G | $ 3,160.00 |
| | | 12-03058 | **NICOLE M. RIGGIO** | BOOT REFUND | $ 150.00 |
| | | 12-03060 | **PITNEY BOWES** | LEASE RENTAL - AUGUST 2012 | $ 201.00 |
| | | 12-03062 | **AT&T MOBILITY** | MULTI-METERS - JULY 2012 | $ 3,163.02 |
| | | 12-03168 | **JAMES R. MUSGRAVE** | GARAGE REFUND | $ 120.00 |
| | | 12-03173 | **P.S.E.& G. COMPANY** | GARAGE UTILITIES - JULY 2012 | $ 30,653.03 |
| | | 12-03179 | **921 WELCO CGI GAS TECH LLC** | CYLINDER RENTAL - 916 GARDEN | $ 30.65 |
| **ADM PURCHASING** | **CAPITAL** | 12-00596 | **LOUIS BARBATO LANDSCAPING** | City Wide Playground Improve. | $ 9,256.00 |
| | | 12-01850 | **AMCO ENTERPRISES, INC.** | POLICE HVAC - BID - 12-04 | $ 123,823.00 |
| | **OPERATING** | 11-00429 | **BUY WISE AUTO PARTS** | PARTS TO REPAIR POLICE CARS | $ 465.00 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **ADM PURCHASING** | **OPERATING** | 11-01215 | **BUY WISE AUTO PARTS** | REPAIR OF CITY VEHICLES | $ 568.46 |
| | | 11-01348 | **BUY WISE AUTO PARTS** | REPAIR TRUCK #150 PARKS | $ 646.65 |
| | | 11-01723 | **BUY WISE AUTO PARTS** | REPAIR OF CITY VEHICLES | $ 633.21 |
| | | 12-02841 | **GOVCONNECTION, INC.** | NEW PC FOR PURCHASING AGENT | $ 609.00 |
| | | 12-03006 | **TARIFF BILLING SPECIALISTS** | PHONE REVIEW 2012 | $ 1,432.17 |
| | | CY-02514 | **BUY WISE AUTO PARTS** | PARTS FOR POLICE PATROL CAR | $ 899.24 |
| **ADM SPECIAL COUNSEL** | **CAPITAL** | C2-05012 | **FLORIO PERUCCI STEINHARDT** | SP. LEGAL COUNSEL - GEN. LIT. | $ 3,362.53 |
| | **OPERATING** | 11-01702 | **RICHARD S. HANLON, ATTY AT LAW** | PUBLIC DEFENDER SVS | $ 600.00 |
| | | 12-02384 | **VOGEL, CHAIT, COLLINS** | SP. LEGAL COUNSEL-BLK 112 DEV. | $ 18,857.47 |
| | | 12-02744 | **FLORIO & KENNY LLP** | SP. LEGAL COUNSEL - MILE SQ. | $ 1,295.75 |
| | | 12-02862 | **HOBOKEN MESSENGER SERVICE** | MESSENGER SERVICE | $ 58.00 |
| | | 12-02992 | **THE PMA INSURANCE GROUP** | INSURANCE DEDUCTIBLE 7/2012 | $ 1,834.15 |
| | | 12-03024 | **TREASURER, STATE OF NJ** | REPLENISH ACCT FOR ATTORNEYS | $ 1,500.00 |
| | | 12-03031 | **KIMBERLEY WILSON** | REIMB NJ LWYRS FD CLIENT PROT | $ 194.00 |
| | | 12-03182 | **ALONSO & NAVARRETTE, LLC** | SETTLEMENT-CREPE GRILL | $ 30,000.00 |
| | | C2-05001 | **FLORIO & KENNY LLP** | SP. LEGAL COUNSEL - RENT LEV. | $ 5,370.00 |
| | | C2-05002 | **WEINER & LESNIAK, LLP** | SP. COUNSEL - GEN.LITIGATION | $ 24,483.11 |
| | | C2-05004 | **LITE DEPALMA GREENBERG, LLC** | SPECIAL COUNSEL - RENT CONTROL | $ 31,756.64 |
| | | C2-05010 | **MCMANIMON & SCOTLAND, LLC** | SP. COUNSEL - OUTS. LITIGATION | $ 5,792.09 |
| **ADM TAX COLLECTOR** | **OPERATING** | 12-02609 | **POGGI PRESS** | SUPPLIES-PRINTED WIND.ENVELOPE | $ 1,017.00 |
| | | 12-02922 | **GMAC MORTGAGE** | REFUND TAX OVERPAYMENTS | $ 1,097.49 |
| | | 12-02923 | **SAXON MORTGAGE** | REFUND TAX OVERPAYMENTS | $ 7,993.19 |
| | | 12-02925 | **1107 WILLOW AVE LLC** | REFUND TAX OVERPAYMENTS | $ 2,024.00 |
| | | 12-02926 | **PARK POINTE, LLC** | REFUND TAX OVERPAYMENTS | $ 18.78 |
| | | 12-02927 | **1405 CLINTON LLC** | REFUND TAX OVERPAYMENTS | $ 22,775.50 |
| | | 12-02928 | **TRUSTEES OF STEVENS INSTITUTE** | REFUND TAX OVERPAYMENTS | $ 19,061.63 |
| | **TRUST** | 12-02833 | **PAM INVESTORS** | REDEMPTION | $ 15,315.47 |
| | | 12-02836 | **US BANK CUST PRO CAPITAL I,LLC** | REDEMPTION | $ 928.84 |
| | | 12-02837 | **STONFIELD INVESTMENT FUND II** | REDEMPTION | $ 880.08 |
| | | 12-02845 | **MTAG SVCS FOR ATCF II NJ LLC** | REDEMPTION | $ 6,624.73 |
| | | 12-02920 | **ISAAC MORADI** | REDEMPTION | $ 10,833.52 |
| | | 12-02980 | **ALVERO ACQUISITION CORP** | REDEMPTION | $ 21,987.36 |
| | | 12-02995 | **JMAM PARTNERS** | REDEMPTION | $ 928.42 |
| | | 12-02996 | **US BANK CUST PRO CAPITAL I,LLC** | REDEMPTION | $ 7,159.41 |
| | | 12-02997 | **BULWARK SYSTEMS LLC** | REDEMPTION | $ 10,407.90 |
| | | 12-03032 | **US BANK CUST/TOWER DBW II** | REDEMPTION | $ 12,321.90 |
| **ADM ZONING OFFICER** | **OPERATING** | 12-02407 | **ROLLABELS, INC.** | Alvin Wire Bin King Size fil | $ 171.70 |
| **ADM/CITY CLERK** | **OPERATING** | 12-02431 | **UNITED DECORATING** | 4 x 6 AMERICAN FLAGS | $ 65.00 |
| **ADM/CODIFICATION** | **OPERATING** | 12-02522 | **GENERAL CODE PUBLISHERS** | CODIFICATION | $ 1,675.98 |
| **ADM/CONSTRUCTION CODE** | **OPERATING** | 12-02279 | **DREW & ROGERS, INC.** | FORMS REQUIRED FOR PERMITS | $ 1,230.00 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **ADM/CORPORATION COUNSEL** | **OPERATING** | 12-01837 | **WEST GROUP** | WEST INFORMATION CHARGES | $ 355.63 |
| | | C2-05005 | **THE BUZAK LAW GROUP LLC** | SPECIAL COUNSEL - LITIGATION | $ 2,130.00 |
| | | C2-05007 | **MARAZITI, FALCON & HEALEY** | SP. COUNSEL - MONARCH LITG. | $ 8,308.87 |
| **ADM/COUNCIL** | **OPERATING** | 12-02491 | **METROPOLITAN COFFEE SERVICE** | SUPPLIES | $ 113.50 |
| **CAPITAL ACCOUNT** | **CAPITAL** | 12-00351 | **BOSWELL ENGINEERING** | POLICE DEPT HVAC REHAB HO453 | $ 7,053.50 |
| | | 12-02807 | **REMINGTON & VERNICK ENGINEERS** | HOBOKEN COVE & 1600 PARK | $ 50,925.92 |
| **CD DIRECTOR'S OFFICE** | **FEDERAL** | 12-03124 | **TREASURER-STATE OF N.J.** | ANNUAL REMEDIATION FEE WILLOW | $ 450.00 |
| | | 12-03126 | **TREASURER-STATE OF N.J.** | ANNUAL REMEDIATION FEE 1600 | $ 2,300.00 |
| | **OPENSPACE** | 12-03125 | **TREASURER-STATE OF N.J.** | SITE REMEDIATION PROGRAM COSTS | $ 5,618.53 |
| | **OPERATING** | 12-02729 | **AMERICAN PLANNING ASSOCIATION** | APA DUES AND SUBSCRIPTION | $ 1,479.00 |
| | | 12-02732 | **GOVCONNECTION, INC.** | EXTERNAL VIDEO ADAPTER | $ 49.95 |
| | | 12-02733 | **SOFTMART** | COLOR TONER FOR COMM DEVELP. | $ 163.60 |
| | | 12-02734 | **GOVCONNECTION, INC.** | SLIM DVD/RW DRIVE COMM. DEVEL. | $ 49.95 |
| | | C2-02002 | **MARAZITI, FALCON & HEALEY** | COUNSEL ON REDEVELOPMENT | $ 1,412.60 |
| | | C2-05015 | **CLARKE CATON HINTZ** | PLAN. BOARD - SW REDEVELOPMENT | $ 404.46 |
| **CD ESCROW** | **ESCROW** | 12-02810 | **MARAZITI, FALCON & HEALEY** | PROFESSIONAL SERVICES | $ 76.00 |
| **CD ESROW** | **ESCROW** | 12-03046 | **RBA GROUP ENGINEERS/PLANNERS** | PARKING & TRAFFIC ANALYSIS | $ 3,890.00 |
| **CD MLUL PB ESCROW ACCTS** | **ESCROW** | 12-02797 | **EFB ASSOCIATES, LLC** | DEVELOPER'S ESCROW | $ 797.50 |
| **CD MLUL PLANNING BOARD** | **OPERATING** | 12-02612 | **ROSENBERG & ASSOCIATES** | PROFESSIONAL SERVICES | $ 1,659.00 |
| | | 12-02977 | **PARKER McCAY, P.A.** | PROFESSIONAL SERVICE | $ 3,369.10 |
| **CD MLUL ZBA ESCROW ACCTS** | **ESCROW** | 11-01600 | **208 HYE GROUP, INC.** | ZONING BOARD ESCROW ACCOUNTS | $ 1,835.50 |
| | | 12-02397 | **VANDOR & VANDOR LTD.** | DEVELOPERS ESCROW | $ 665.00 |
| | | 12-02399 | **H2M GROUP** | PROFESSIONAL SERVICE | $ 4,079.57 |
| | | 12-02529 | **VANDOR & VANDOR LTD.** | DEVELOPER'S ESCROW | $ 315.00 |
| | | 12-02591 | **VANDOR & VANDOR LTD.** | DEVELOPER'S ESCROW/7/1/12 | $ 2,695.00 |
| | | 12-02667 | **VANDOR & VANDOR LTD.** | DEVELOPER'S ESCROW | $ 245.00 |
| | | 12-02668 | **H2M GROUP** | DEVELOPER'S ESCROW | $ 2,779.71 |
| | | 12-02812 | **THE GALVIN LAW FIRM** | PROFESSIONAL SERVICE | $ 945.00 |
| | | 12-02854 | **THE GALVIN LAW FIRM** | DEVELOPER'S ESCROW | $ 140.00 |
| | | 12-02857 | **H2M GROUP** | DEVELOPER'S ESCROW | $ 4,019.02 |
| | | 12-02948 | **H2M GROUP** | DEVELOPER'S ESCROW | $ 1,477.42 |
| | | 12-03039 | **H2M GROUP** | DEVELOPER'S ESCROW | $ 1,539.00 |
| **CD MLUL ZONING BD OF ADJ** | **OPERATING** | 12-02699 | **VANDOR & VANDOR LTD.** | PROFESSIONAL SERVICES | $ 1,260.00 |
| **ES CENTRAL GARAGE** | **OPERATING** | 12-01255 | **BUY WISE AUTO PARTS** | PARTS POLICE DEPT. C.G. | $ 54.89 |
| | | 12-02131 | **ROBBINS & FRANKE, INC.** | WHEEL ALIGNMENTS FOR JUNE 2012 | $ 120.00 |
| | | 12-02490 | **BUY WISE AUTO PARTS** | PD PARTS JULY 2012 | $ 575.38 |
| | | 12-02492 | **BUY WISE AUTO PARTS** | PARTS C.G. VEHICLES | $ 209.62 |
| | | 12-02493 | **CHEVROLET OF JERSEY CITY** | PARTS/REPAIRS JULY 2012 | $ 168.05 |
| | | 12-02496 | **ROBBINS & FRANKE, INC.** | ALIGNMENTS CG VEH. JULY 2012 | $ 120.00 |
| | | 12-02588 | **BEYER BROTHERS CORP.** | PARTS CENTRAL GARAGE | $ 1,465.98 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **ES CENTRAL GARAGE** | **OPERATING** | 12-02681 | **BEYER BROTHERS CORP.** | SWEEPER PARTS | $ 559.50 |
| | | 12-02682 | **WELCO CGI GAS TECHNOLOGIES** | WELDING SUPPLIES | $ 294.85 |
| | | 12-02697 | **CHEVROLET OF JERSEY CITY** | REPAIR PD #136 | $ 710.02 |
| | | 12-02803 | **ROBBINS & FRANKE, INC.** | TIRES-SAN. INSPECT. VEHICLE CG | $ 1,275.72 |
| | | 12-02805 | **TRIUS, INC.** | SWEEPER PARTS - CG | $ 1,401.00 |
| | | 12-02806 | **CHEVROLET OF JERSEY CITY** | PARTS/REPAIRS - P.D. #126 | $ 160.85 |
| | | 12-02848 | **QUALITY AUTOMALL** | PARTS CG - RECREATION VEHICLE | $ 188.72 |
| | | 12-02849 | **BUY WISE AUTO PARTS** | PARTS CG - PD VEHICLES | $ 202.28 |
| | | 12-02851 | **THE RADIATOR STORE** | REPAIRS/CG - REC. #126 | $ 129.00 |
| | | 12-02901 | **GRECCO & SON TRANSPORT LLC** | SCOOTER PARTS - CENTRAL GARAGE | $ 2,885.00 |
| | | 12-02907 | **ENVIRONMENTAL CLIMATE CONTROL** | AC CALL POLICE HEADQUARTERS | $ 268.63 |
| | | 12-02962 | **QUALITY AUTOMALL** | PARTS P.D. VEHICLE #123 | $ 99.48 |
| | | 12-02969 | **THE RADIATOR STORE** | PARTS FOR PD VEHICLE | $ 109.00 |
| | | 12-03054 | **CITY PAINT AND HARDWARE** | GARAGE SUPPLIES | $ 241.72 |
| **ES CLEAN COMMUNITIES** | **FEDERAL** | 12-02705 | **CLEAN ALL TECH. CORP.** | GARBAGE BAGS | $ 3,646.75 |
| **ES PUBLIC PROPERTY** | **OPERATING** | 12-00960 | **FCA LIGHTING** | ELEC. REPAIR FIRE HEADQUARTERS | $ 675.00 |
| | | 12-01771 | **TRANE OF NEW JERSEY** | HVAC MAINTENANCE- PROPRIETARY | $ 6,504.00 |
| | | 12-02314 | **S & B PLUMBING & HEATING** | REPAIR MENS ROOM 2ND. FL. C.G. | $ 1,650.00 |
| | | 12-02634 | **TAKE ONE ALARM SYSTEMS** | NEW ALARM SYSTEM FD HQ | $ 3,267.35 |
| | | 12-02817 | **RICHARD DUNKIN** | CLEARED CLOG 3RD FL. CITY HALL | $ 115.00 |
| | | 12-02818 | **TRANE OF NEW JERSEY** | HVAC REPAIR MSC | $ 222.50 |
| | | 12-02821 | **CITY PAINT AND HARDWARE** | HOSE FOR CENTRAL GARAGE | $ 699.00 |
| | | 12-02838 | **QUALITY PLUMBING & HEATING** | CLEARED SEWER 13TH ST. F.H. | $ 1,350.00 |
| | | 12-02905 | **ENVIRONMENTAL CLIMATE CONTROL** | AC SERVICE CALL OBS. HGHY F.D. | $ 422.13 |
| | | 12-02911 | **A & S BOILER & BURNER CORP.** | BOILER MAINTENANCE CITY HALL | $ 3,318.75 |
| | | 12-02912 | **FCA LIGHTING** | BALLAST MSC HOPES OFFICE | $ 175.00 |
| | | 12-02915 | **FCA LIGHTING** | NEW BALLAST MULTI CENTER | $ 150.00 |
| | | 12-02982 | **CITY PAINT AND HARDWARE** | SUPPLIES JULY, 2012 | $ 1,314.65 |
| | | 12-02991 | **ALLIED PUMP CORP.** | REPAIR BOILER CITY HALL | $ 550.00 |
| | | CY-02970 | **CITY PAINT AND HARDWARE** | SUPPLIES FOR 9/11-PP | $ 2,632.41 |
| **ES ROADS** | **OPERATING** | 12-02875 | **ONE CALL CONCEPTS, INC.** | STREET MARK-OUTS | $ 71.98 |
| **ES SOLID WASTE** | **OPERATING** | 12-02747 | **HUDSON COUNTY IMPROVEMENT AUTH** | TONNAGE/DART CHARGES 6/30/12 | $ 201,473.17 |
| | | 12-02820 | **CASINGS OF NEW JERSEY, INC.** | TIRE RECYCLING | $ 150.00 |
| | | 12-02904 | **CALI CARTING, INC.** | SOLID WASTE RECYCLING 7/1/12 | $ 128,333.33 |
| | | 12-02921 | **CALI CARTING, INC.** | SOLID WASTE/RECYCLING 8/12 | $ 128,333.33 |
| | | 12-02931 | **HUDSON COUNTY IMPROVEMENT AUTH** | TONNAGE/DART CHARGES 7/12 | $ 202,078.44 |
| **FINANCE SUPERVISOR** | **OPERATING** | 12-02525 | **HOBOKEN PUBLIC LIBRARY** | LIBRARY PAYMENTS MONTHLY | $ 269,576.58 |
| **HS BD OF HEALTH** | **DOG** | 12-02909 | **TREASURER, STATE OF NEW JERSEY** | 2nd QUARTER DOG LICENSE REPORT | $ 255.60 |
| | **TRUST** | 12-02910 | **TREASURER, STATE OF NEW JERSEY** | MARRIAGE LICENSE REPORT 2ND QT | $ 3,525.00 |
| **HS CULTURAL AFFAIRS** | **FEDERAL** | 12-02468 | **MICHAEL CARLUCCI** | PERFOMANCE - SUMMER CONCERTS | $ 500.00 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **HS CULTURAL AFFAIRS** | **FEDERAL** | 12-02472 | **ERIN LEE KELLY** | PERFORMANCE SHIPYARD PARK | $ 375.00 |
| | | 12-02568 | **JUAN MANUEL RIOS VILLANUEVA** | SOUND ASSISTANCE | $ 65.00 |
| | | 12-02913 | **WILLIAM A. STACKPOLE** | SOUND ASSISTANCE | $ 78.00 |
| | **TRUST** | 12-02568 | **JUAN MANUEL RIOS VILLANUEVA** | SOUND ASSISTANCE | $ 138.00 |
| | | 12-02735 | **NICK BOWMAN** | SOUND ASSISTANCE | $ 144.00 |
| | | 12-02827 | **YIPPEE PRINTING CORP** | T SHIRTS FOR FESTIVAL | $ 381.50 |
| | | 12-02828 | **ELIZABETH WEISS** | GENERAL OFFICE ASSISTANCE | $ 120.00 |
| | | 12-02914 | **JEREMY ROGALSKY** | SOUND ASSISTANCE | $ 54.00 |
| **HS DIRECTOR'S OFFICE** | **OPERATING** | 12-02998 | **VALENTE, MARY ANN C.** | REIMBURSEMENT | $ 27.81 |
| **HS MUNICIPAL ALLIANCE** | **FEDERAL** | 12-02933 | **NEWARK BEARS PRO BASEBALL CLUB** | TICKETS FOR JR POLICE ACADEMY | $ 215.00 |
| **HS PARKS** | **CAPITAL** | 12-02788 | **SIGNATURE SITES LLC** | REPAIR OF MADISON PARK | $ 5,375.00 |
| | **O M FUND** | 12-02860 | **ALM/N.J. LAW JOURNAL** | PUBLIC BIDS | $ 890.00 |
| | | 12-02888 | **MAC PEST CONTROL** | PEST CONTROL SERVICES | $ 390.00 |
| | | 12-02890 | **MAC PEST CONTROL** | PEST CONTROL SERVICES | $ 50.00 |
| | | 12-02892 | **MAC PEST CONTROL** | WEED CONTROL PROGRAM | $ 1,000.00 |
| | | 12-02896 | **CHASAN,LEYNER & LAMPARELLO, PC** | PROFESSIONAL SERVICES RENDERED | $ 3,645.14 |
| | | 12-02983 | **CITY PAINT AND HARDWARE** | SUPPLIES FOR PARKS | $ 139.97 |
| | **OPERATING** | 12-02554 | **JOHN A. EARL CO.** | SUPPLIES FOR PARKS | $ 1,271.70 |
| | | 12-02813 | **RICHARD DUNKIN** | SNAKE OUT - LITTLE LEAGUE FLD. | $ 130.00 |
| | | 12-02831 | **TIME SYSTEM INTERNATIONAL INC** | MAINTENANCE AGREEMENT | $ 290.00 |
| | | 12-02888 | **MAC PEST CONTROL** | PEST CONTROL SERVICES | $ 780.00 |
| | | 12-02890 | **MAC PEST CONTROL** | PEST CONTROL SERVICES | $ 350.00 |
| | | 12-02983 | **CITY PAINT AND HARDWARE** | SUPPLIES FOR PARKS | $ 90.28 |
| **HS RECREATION** | **OPERATING** | 12-03071 | **CHARLES BUDDY MATTHEWS** | REIMBURSEMENT | $ 505.00 |
| | | 12-03113 | **HOVIE FORMAN** | SERVICES RENDERED | $ 210.00 |
| | **TRUST** | 12-03118 | **ANTHONY DELLAFAVE** | SERVICES RENDERED | $ 856.00 |
| | **TRUST REC FEES** | 12-02698 | **NCSA** | SOCCER FEES | $ 460.00 |
| | | 12-02826 | **CARPET SMART, INC.** | STEAM CLEAN MATS | $ 675.00 |
| | | 12-03001 | **FLEXIBLE RHYTHM YOGA, LLC** | SERVICES RENDERED YOGA INSTR. | $ 508.16 |
| **HS RENT LEVELING/STABILIZATION** | **OPERATING** | 12-00297 | **STAR LEDGER** | ADVERTISEMENT OF MEETINGS | $ 60.32 |
| **HS SENIOR CITIZEN PROGRAM** | **OPERATING** | 12-01425 | **METROPOLITAN COFFEE SERVICE** | SPRING WATER FOR OFFICE | $ 48.00 |
| **PS FIRE** | **OPERATING** | 12-01262 | **A & M INDUSTRIAL SUPPLY CO.** | REPAIRS TO PULSAR | $ 277.28 |
| | | 12-01782 | **AIR & GAS TECHNOLOGIES, INC.** | BAUER SYSTEM LEAK | $ 298.95 |
| | | 12-02459 | **SAMUELS INC** | REPAIRS TO 164 | $ 151.40 |
| | | 12-02604 | **CON-SPACE** | REPLACEMENT BATTERY | $ 684.00 |
| | | 12-02777 | **SHORE SOFTWARE** | ONLINE BACKUP | $ 949.95 |
| | | 12-02778 | **PORT SUPPLY** | PARTS FOR MARINE 1 | $ 126.96 |
| | | 12-02779 | **PINNACLE WIRELESS INC** | ANTENNA | $ 69.30 |
| | | 12-02794 | **BEYER BROTHERS CORP.** | RESCUE REPAIRS | $ 817.50 |
| | | 12-02938 | **BEYER BROTHERS CORP.** | ENGINE 4 REPAIRS | $ 994.69 |

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 5, 2012

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | $ |
|---|---|---|---|---|---|
| **PS FIRE** | **OPERATING** | 12-02939 | **JENSON & MITCHELL** | E5 REPAIR | $ 643.09 |
| | | 12-02940 | **AAA EMERGENCY SUPPLY** | REPAIRS TO THERMAL CAMERA | $ 758.00 |
| **PS FIRE SAFETY** | **FIRE ED** | 12-02707 | **THE OFFICE** | business Cards | $ 75.00 |
| | | 12-02726 | **NFPA** | FIRE CODE BOOKS | $ 976.45 |
| | | 12-02730 | **ALERT-ALL CORPORATION** | Fire Prevention Supplies | $ 4,895.00 |
| | | 12-03030 | **SAMUELS INC** | Brakes | $ 205.67 |
| **PS POLICE** | **OPERATING** | 12-00013 | **VERIZON WIRELESS SERVICES LLC** | MTHLY LAPTOP WIRELESS SVC. PD | $ 760.21 |
| | | 12-02724 | **LINDABURY,MCCORMICK** | PBA/PSOA LEGAL SVC 04/12-06/12 | $ 3,900.00 |
| **UNCLASSIFIED ELECTRICITY** | **O M FUND** | 12-03004 | **P.S.E.& G. COMPANY** | UTIL ELEC - PIER A - JULY 2012 | $ 883.56 |
| | | 12-03036 | **P.S.E.& G. COMPANY** | ELECTRIC PIER C - AUGUST 2012 | $ 1,105.97 |
| | **OPERATING** | 12-03034 | **P.S.E.& G. COMPANY** | ELECTRIC UTILITY - JULY 2012 | $ 38,477.31 |
| **UNCLASSIFIED GASOLINE** | **OPERATING** | 12-00009 | **EXXONMOBIL FLEET/GECC** | GASOLINE FOR 2012 | $ 27,099.43 |
| **UNCLASSIFIED HOBOKEN VOLUNTEER** | **OPERATING** | 12-03042 | **HOBOKEN VOLUNTEER AMBULANCE** | Contribution 07/01/12-12/31/12 | $ 20,000.00 |
| **UNCLASSIFIED INSURANCE** | **OPERATING** | 12-00924 | **DOMENICA M. KOWALSKI** | REIMBURSEMENT MEDICARE PART B | $ 1,850.40 |
| | | 12-02509 | **GARDEN STATE MUNI.JOINT INSURA** | EPL DEDUCTIBLE/CO-INSURANCE | $ 15,909.00 |
| | | 12-02842 | **JOHN CASSESA** | MEDICARE PART B REIMBURSEMENT | $ 3,598.80 |
| | | 12-03010 | **BLUE CROSS-BLUE SHIELD OF NJ** | HEALTH/RX INSUR.SEPTEMBER 2012 | $ 1,428,952.79 |
| | | 12-03011 | **BLUE CROSS BLUE SHIELD NJ (D)** | DENTAL INSURANCE AUGUST 2012 | $ 49,490.86 |
| | | 12-03120 | **THE PMA INSURANCE GROUP** | WORKERS COMP INSURANCE 7/2012 | $ 39,734.06 |
| | | 12-02972 | **GARDEN STATE MUNI.JOINT INSURA** | WORKERS COMP DEDUCTABLE 2012 | $ 85,561.80 |
| **UNCLASSIFIED POSTAGE** | **OPERATING** | 12-02822 | **PITNEY BOWES, INC.** | SUPPLIES FOR MAILROOM | $ 153.81 |
| **UNCLASSIFIED STREET LIGHTING** | **OPERATING** | 12-03033 | **P.S.E.& G. COMPANY** | STREET LIGHTING - JUNE 2012 | $ 52,167.66 |
| | | 12-03128 | **P.S.E.& G. COMPANY** | HUDSON STREET LIGHT SETTLEMENT | $ 106,322.98 |
| **UNCLASSIFIED TELEPHONE** | **OPERATING** | 12-00011 | **VERIZON** | CY2012 TELEPHONE SERVICES | $ 11,943.67 |
| | | 12-00017 | **NEXTEL COMMUNICATIONS** | CY2012 ACCT#141015027 | $ 17,071.85 |
| | | 12-00018 | **CABLEVISION LIGHTPATH, INC.** | CY2012 INTERNET SVS #45278 | $ 1,154.05 |
| | | 12-00019 | **CABLEVISION LIGHTPATH, INC.** | CY2012 REVERSE 911 SYS SVS | $ 2,792.27 |
| | | 12-00021 | **VERIZON WIRELESS** | CY2012 CELL SERV-MAYOR | $ 75.64 |
| | | 12-03035 | **ENTERPRISE CONSULTANTS** | TELEPHONE MAINTENANCE 7/12 | $ 1,000.00 |
| **UNCLASSIFIED WATER & SEWERAGE** | **O M FUND** | 12-03140 | **HOBOKEN WATER SERVICE** | WATER - PIER C - 2ND QTR | $ 608.02 |
| | **OPERATING** | 12-02979 | **NORTH HUDSON SEWERAGE AUTH.** | SEWER - 3RD QUARTER 2012 | $ 6,354.27 |
| **UNCLASS/UNEMPLOYMENT COMP INS** | **OPERATING** | 12-03184 | **STATE OF NJ/DEPT. LABOR/WRKFC** | 2ND QTR INSTALLMENT | $ 38,973.48 |
| **ADM TAX ASSESSOR** | **OPERATING** | C2-05003 | **VINCENT J. LAPAGLIA** | SPECIAL COUNSEL - TAX APPEAL | $ 12,632.17 |
| **Grand Total** | | | | | **$ 3,734,885.37** |

**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:**

**19-Jul-12** **TO** **01-Aug-12** **Paydate** **8/8/2012**

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (11) | O/T PAY (14) | OTHER PAY (11) | TOTAL PAY |
|---|---|---|---|---|---|
| PERSONNEL | 2-01-20-105 | 5,157.45 | 0.00 | 0.00 | 5,157.45 |
| MAYOR'S OFFICE | 2-01-20-110 | 9,959.63 | 0.00 | 0.00 | 9,959.63 |
| CITY COUNCIL | 2-01-20-111 | 8,445.45 | 0.00 | 0.00 | 8,445.45 |
| BUS ADMINISTRATOR | 2-01-20-112 | 16,695.50 | 0.00 | 0.00 | 16,695.50 |
| ABC BOARD | 2-01-20-113 | 0.00 | 0.00 | 153.75 | 153.75 |
| PURCHASING | 2-01-20-114 | 5,089.28 | 0.00 | 0.00 | 5,089.28 |
| GRANTS MANAGEMENT | 2-01-20-116 | 0.00 | 0.00 | 0.00 | 0.00 |
| CITY CLERK'S OFFICE | 2-01-20-120 | 15,175.07 | 0.00 | 0.00 | 15,175.07 |
| ELECTIONS | 2-01-20-122 | 0.00 | 0.00 | 0.00 | 0.00 |
| FINANCE OFFICE | 2-01-20-130 | 24,034.44 | 0.00 | 0.00 | 24,034.44 |
| ACCOUNTS/CONTROL | 2-01-20-131 | 0.00 | 0.00 | 0.00 | 0.00 |
| PAYROLL DIVISION | 2-01-20-132 | 0.00 | 0.00 | 0.00 | 0.00 |
| TAX COLLECTION | 2-01-20-145 | 9,243.57 | 0.00 | 0.00 | 9,243.57 |
| ASSESSOR'S OFFICE | 2-01-20-150 | 11,762.05 | 0.00 | 0.00 | 11,762.05 |
| RETRO | | 0.00 | 0.00 | 2,178.48 | 2,178.48 |
| CORPORATE COUNSEL | 2-01-20-155 | 11,526.15 | 0.00 | 0.00 | 11,526.15 |
| COMMUNITY DEVELOPMENT | 2-01-20-160 | 6,519.24 | 0.00 | 0.00 | 6,519.24 |
| TREASURER | 2-01-20-146 | 0.00 | 0.00 | 0.00 | 0.00 |
| PLANNING BOARD | 2-01-21-180 | 3,789.44 | 0.00 | 0.00 | 3,789.44 |
| INFORMATION TECHNOLOGY | 2-01-20-147 | 0.00 | 0.00 | 0.00 | 0.00 |
| ZONING OFFICER | 2-01-21-186 | 4,819.89 | 0.00 | 0.00 | 4,819.89 |
| HOUSING INSPECTION | 2-01-21-187 | 5,816.91 | 447.30 | 0.00 | 6,264.21 |
| CONSTRUCTION CODE | 2-01-22-195 | 22,897.91 | 0.00 | 0.00 | 22,897.91 |
| STIPEND | | | | 200.00 | 200.00 |
| POLICE DIVISION | 2-01-25-241-011 | 508,248.95 | 17,296.05 | 0.00 | 525,545.00 |
| POLICE CIVILIAN | 2-01-25-241-016 | 32,090.30 | 775.68 | 0.00 | 32,865.98 |
| POLICE DIVISION CLASS II | 2-01-25-241-015 | 480.00 | 0.00 | 0.00 | 480.00 |
| WORKERS COMP | | | | 7,743.55 | 7,743.55 |
| CROSSING GUARDS | 2-01-25-241-012 | 10,007.54 | 0.00 | 0.00 | 10,007.54 |
| EMERGENCY MANAGEMENT | 2-01-25-252 | 8,705.83 | 0.00 | 96.15 | 8,801.98 |

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (01) | O/T PAY (02) | OTHER PAY (01) | TOTAL PAY |
|---|---|---|---|---|---|
| FIRE DIVISION | 2-01-25-266 | 459,419.73 | 10,935.43 | 0.00 | 470,355.16 |
| RETRO | | 0.00 | 0.00 | 8,452.04 | 8,452.04 |
| FIRE DIF (STRAIGHT TIME) | | 0.00 | 0.00 | 28,008.35 | 28,008.35 |
| FIRE CIVILIAN | 2-01-25-266-016 | 14,696.85 | 0.00 | 0.00 | 14,696.85 |
| STREETS AND ROADS | 2-01-26-291-011 | 23,905.50 | 3,623.89 | 0.00 | 27,529.39 |
| STREETS AND ROADS | 2-01-26-291-015 | 0.00 | 0.00 | 0.00 | 0.00 |
| ENV SRVCS DIR OFFICE | 2-01-26-290 | 6,034.54 | 0.00 | 0.00 | 6,034.54 |
| RECREATION SEASONAL EMP | 2-0128370016 | 5,689.50 | 0.00 | 0.00 | 5,689.50 |
| CENTRAL GARAGE | 2-01-26-301 | 5,615.74 | 264.70 | 0.00 | 5,880.44 |
| SANITATION | 2-01-26-305 | 18,337.12 | 4,210.29 | 0.00 | 22,547.41 |
| LICENSING DIVISION | 2-31-55-501-101 | 3,180.43 | 0.00 | 0.00 | 3,180.43 |
| HUMAN SRVCS DIR OFFICE | 2-01-27-330 | 6,992.71 | 0.00 | 0.00 | 6,992.71 |
| BOARD OF HEALTH | 2-01-27-332 | 20,354.15 | 872.94 | 0.00 | 21,227.09 |
| CONSTITUENT SRCS | 2-01-27-333 | 0.00 | 0.00 | 0.00 | 0.00 |
| SENIOR CITIZENS | 2-01-27-336 | 13,063.43 | 148.57 | 0.00 | 13,212.00 |
| RENT STABILIZATION | 2-01-27-347 | 9,640.65 | 0.00 | 0.00 | 9,640.65 |
| TRANSPORTATION | 2-01-27-348 | 0.00 | 0.00 | 0.00 | 0.00 |
| RECREATION | 2-01-28-370 | 11,453.39 | 671.22 | 0.00 | 12,124.61 |
| PARKS | 2-01-28-375 | 16,412.89 | 73.44 | 0.00 | 16,486.33 |
| PUBLIC PROPERTY | 2-01-28-377 | 28,330.54 | 0.00 | 0.00 | 28,330.54 |
| WORKERS COMP | | | | 250.35 | 250.35 |
| PUBLIC LIBRARY | 2-0129-390-021 | 0.00 | 0.00 | 0.00 | 0.00 |
| PUBLIC DEFENDER | 2-01-43-495 | 0.00 | 0.00 | 0.00 | 0.00 |
| MUNICIPAL COURT | 2-01-43-490 | 39,076.24 | 0.00 | 0.00 | 39,076.24 |
| PARKING UTILITY | 2-31-55-501-101 | 102,022.68 | 12,613.19 | 0.00 | 114,635.87 |
| WORKERS COMP | | 0.00 | 0.00 | 1,085.00 | 1,085.00 |
| MUN COURT OVERTIME | T-0340000-037 | 0.00 | 2,847.65 | 0.00 | 2,847.65 |
| GRANT# | G-02-41-200-PAL | 0.00 | 0.00 | 0.00 | 0.00 |
| FIRE EDUCATION | T-13-10-000-000 | 0.00 | 5,236.15 | 0.00 | 5,236.15 |
| VAC - BUY BACK | 2-01-25-266-019 | 0.00 | 0.00 | 2,049.60 | 2,049.60 |
| SUMMER LUNCH PROGRAM | G-02-41-300-SF2 | 1,878.80 | 0.00 | 0.00 | 1,878.80 |
| TRUST - PALTRUST - PALTRUST - PAL | T-03-40-000-004 | 1,607.52 | 6,180.35 | 0.00 | 7,787.87 |
| CULTURAL AFFAI AFFAIRS | 2-01-271-760-11 | 2,988.46 | 0.00 | 0.00 | 2,988.46 |

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (01) | O/T PAY (02) | OTHER PAY (01) | PAY |
|---|---|---|---|---|---|
| **OTHER:** | | | | | |
| **SALARY ADJUSTMENT** | **2-01-36-478-000** | 0.00 | 0.00 | 0.00 | 0.00 |
| **SALARY SETTLEMENT** | **2-01-36-479-000** | 0.00 | 0.00 | 0.00 | 0.00 |
| **POLICE OUTSIDE EMPL.** | **T-03-40-000-006** | 0.00 | 0.00 | 98,911.50 | 98,911.50 |
| **RESERVE FOR POAA** | **T-03-40-000-032** | 0.00 | 0.00 | 0.00 | 0.00 |
| **Parks Acct** | **2-01-28-375-014** | 0.00 | 0.00 | 0.00 | 0.00 |
| **POLICE HOUSING AUTHORITY OEP** | **2-01-25-241-017** | 0.00 | 0.00 | 0.00 | 0.00 |
| **GRAND TOTAL** | | 1,511,165.47 | 66,196.85 | 149,128.77 | 1,726,491.09 |
| | | | | | 1,726,491.09 |

**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:**

**02-Aug-12** **TO** **15-Aug-12** **Paydate** **8/22/2012**

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (11) | O/T PAY (14) | OTHER PAY (11) | TOTAL PAY |
|---|---|---|---|---|---|
| PERSONNEL | 2-01-20-105 | 5,157.45 | 0.00 | 0.00 | 5,157.45 |
| MAYOR'S OFFICE | 2-01-20-110 | 9,959.63 | 0.00 | 0.00 | 9,959.63 |
| CITY COUNCIL | 2-01-20-111 | 8,445.45 | 0.00 | 0.00 | 8,445.45 |
| BUS ADMINISTRATOR | 2-01-20-112 | 16,695.50 | 0.00 | 0.00 | 16,695.50 |
| ABC BOARD | 2-01-20-113 | 0.00 | 0.00 | 153.75 | 153.75 |
| PURCHASING | 2-01-20-114 | 5,126.36 | 0.00 | 0.00 | 5,126.36 |
| GRANTS MANAGEMENT | 2-01-20-116 | 0.00 | 0.00 | 0.00 | 0.00 |
| CITY CLERK'S OFFICE | 2-01-20-120 | 13,811.85 | 0.00 | 0.00 | 13,811.85 |
| ELECTIONS | 2-01-20-122 | 0.00 | 0.00 | 0.00 | 0.00 |
| FINANCE OFFICE | 2-01-20-130 | 23,752.85 | 0.00 | 0.00 | 23,752.85 |
| ACCOUNTS/CONTROL | 2-01-20-131 | 0.00 | 0.00 | 0.00 | 0.00 |
| PAYROLL DIVISION | 2-01-20-132 | 0.00 | 0.00 | 0.00 | 0.00 |
| TAX COLLECTION | 2-01-20-145 | 9,243.57 | 0.00 | 0.00 | 9,243.57 |
| ASSESSOR'S OFFICE | 2-01-20-150 | 11,762.05 | 0.00 | 0.00 | 11,762.05 |
| CORPORATE COUNSEL | 2-01-20-155 | 11,526.15 | 0.00 | 0.00 | 11,526.15 |
| COMMUNITY DEVELOPMENT | 2-01-20-160 | 6,519.24 | 0.00 | 0.00 | 6,519.24 |
| TREASURER | 2-01-20-146 | 0.00 | 0.00 | 0.00 | 0.00 |
| PLANNING BOARD | 2-01-21-180 | 3,789.44 | 0.00 | 0.00 | 3,789.44 |
| INFORMATION TECHNOLOGY | 2-01-20-147 | 0.00 | 0.00 | 0.00 | 0.00 |
| ZONING OFFICER | 2-01-21-186 | 4,819.89 | 231.15 | 0.00 | 5,051.04 |
| HOUSING INSPECTION | 2-01-21-187 | 5,816.91 | 383.40 | 0.00 | 6,200.31 |
| CONSTRUCTION CODE | 2-01-22-195 | 23,028.91 | 0.00 | 0.00 | 23,028.91 |
| STIPEND | | | | 200.00 | 200.00 |
| POLICE DIVISION | 2-01-25-241-011 | 510,140.18 | 5,683.36 | 0.00 | 515,823.54 |
| POLICE CIVILIAN | 2-01-25-241-016 | 32,095.04 | 0.00 | 0.00 | 32,095.04 |
| POLICE DIVISION CLASS II | 2-01-25-241-015 | 0.00 | 0.00 | 0.00 | 0.00 |
| WORKERS COMP | | | | 7,743.55 | 7,743.55 |
| CROSSING GUARDS | 2-01-25-241-012 | 5,063.38 | 0.00 | 0.00 | 5,063.38 |
| EMERGENCY MANAGEMENT | 2-01-25-252 | 8,705.83 | 535.86 | 96.15 | 9,337.84 |

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (01) | O/T PAY (02) | OTHER PAY (01) | TOTAL PAY |
|---|---|---|---|---|---|
| FIRE DIVISION | 2-01-25-266 | 459,419.73 | 3,714.12 | 0.00 | 463,133.85 |
| FIRE DIF (STRAIGHT TIME) | | 0.00 | 0.00 | 11,881.34 | 11,881.34 |
| FIRE CIVILIAN | 2-01-25-266-016 | 17,431.59 | 736.02 | 0.00 | 18,167.61 |
| STREETS AND ROADS | 2-01-26-291-011 | 23,233.51 | 2,425.78 | 0.00 | 25,659.29 |
| STREETS AND ROADS | 2-01-26-291-015 | 0.00 | 0.00 | 0.00 | 0.00 |
| ENV SRVCS DIR OFFICE | 2-01-26-290 | 6,034.54 | 0.00 | 0.00 | 6,034.54 |
| RECREATION SEASONAL EMP | 2-0128370016 | 3,244.00 | 0.00 | 0.00 | 3,244.00 |
| CENTRAL GARAGE | 2-01-26-301 | 5,647.36 | 1,113.27 | 0.00 | 6,760.63 |
| SANITATION | 2-01-26-305 | 17,658.00 | 4,314.66 | 0.00 | 21,972.66 |
| LICENSING DIVISION | 2-31-55-501-101 | 4,545.86 | 0.00 | 0.00 | 4,545.86 |
| HUMAN SRVCS DIR OFFICE | 2-01-27-330 | 6,992.71 | 0.00 | 0.00 | 6,992.71 |
| BOARD OF HEALTH | 2-01-27-332 | 20,492.99 | 0.00 | 0.00 | 20,492.99 |
| CONSTITUENT SRCS | 2-01-27-333 | 0.00 | 0.00 | 0.00 | 0.00 |
| SENIOR CITIZENS | 2-01-27-336 | 13,057.63 | 115.55 | 0.00 | 13,173.18 |
| RENT STABILIZATION | 2-01-27-347 | 9,640.65 | 0.00 | 0.00 | 9,640.65 |
| TRANSPORTATION | 2-01-27-348 | 0.00 | 0.00 | 0.00 | 0.00 |
| RECREATION | 2-01-28-370 | 11,455.21 | 1,210.37 | 0.00 | 12,665.58 |
| PARKS | 2-01-28-375 | 16,318.22 | 74.24 | 0.00 | 16,392.46 |
| PUBLIC PROPERTY | 2-01-28-377 | 28,234.23 | 85.55 | 0.00 | 28,319.78 |
| PUBLIC LIBRARY | 2-0129-390-021 | 0.00 | 0.00 | 0.00 | 0.00 |
| PUBLIC DEFENDER | 2-01-43-495 | 0.00 | 0.00 | 0.00 | 0.00 |
| MUNICIPAL COURT | 2-01-43-490 | 39,567.14 | 0.00 | 0.00 | 39,567.14 |
| PARKING UTILITY | 2-31-55-501-101 | 99,383.25 | 9,691.48 | 0.00 | 109,074.73 |
| WORKERS COMP | | 0.00 | 0.00 | 1,096.50 | 1,096.50 |
| MUN COURT OVERTIME | T-0340000-037 | 0.00 | 2,221.68 | 0.00 | 2,221.68 |
| GRANT# | G-02-41-200-PAL | 270.00 | 0.00 | 360.00 | 630.00 |
| FIRE EDUCATION | T-13-10-000-000 | 0.00 | 779.35 | 0.00 | 779.35 |
| VAC - BUY BACK | 2-01-25-266-019 | 0.00 | 0.00 | 0.00 | 0.00 |
| SUMMER LUNCH PROGRAM | G-02-41-300-SF2 | 2,060.45 | 0.00 | 0.00 | 2,060.45 |
| TRUST - PALTRUST - PALTRUST - PAL | T-03-40-000-004 | 827.60 | 0.00 | 0.00 | 827.60 |
| CULTURAL AFFAI AFFAIRS | 2-01-271-760-11 | 2,988.46 | 0.00 | 0.00 | 2,988.46 |

| DEPARTMENT | ACCOUNT NUMBER | REGULAR PAY (01) | O/T PAY (02) | OTHER PAY (01) | PAY |
|---|---|---|---|---|---|
| **OTHER:** | | | | | |
| **SALARY ADJUSTMENT** | **2-01-36-478-000** | 0.00 | 0.00 | 0.00 | 0.00 |
| **SALARY SETTLEMENT** | **2-01-36-479-000** | 0.00 | 0.00 | 0.00 | 0.00 |
| **POLICE OUTSIDE EMPL.** | **T-03-40-000-006** | 0.00 | 0.00 | 21,497.00 | 21,497.00 |
| **RESERVE FOR POAA** | **T-03-40-000-032** | 0.00 | 0.00 | 0.00 | 0.00 |
| **Parks Acct** | **2-01-28-375-014** | 0.00 | 0.00 | 0.00 | 0.00 |
| **POLICE HOUSING AUTHORITY OEP** | **2-01-25-241-017** | 0.00 | 0.00 | 0.00 | 0.00 |
| **GRAND TOTAL** | | 1,503,962.81 | 33,315.84 | 43,028.29 | 1,580,306.94 |
| | | | | | 1,580,306.94 |

INTRODUCED BY:_____
SECONDED BY:_____

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

**THIS RESOLUTION AWARDS A CONTRACT TO KOMPANI THROUGH ITS STATE OF NEW JERSEY CONTRACT NUMBER 12-X-22409 FOR THE CHURCH SQUARE PARK PLAYGROUND EQUIPMENT DESCRIBED IN KOMPANI'S PROPOSAL IN AN AMOUNT NOT TO EXCEED ONE THOUSAND FORTY THREE THOUSAND THREE HUNDRED FORTY THREE DOLLARS AND TWENTY NINE CENTS ($143,343.29)**

**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 Kompani has been approved as a State Contractor pursuant to Contract Number 12-X-22409; and,

**WHEREAS**, the City of Hoboken's Parks Department is in need of new playground equipment at Church Square Park, as described in Kompani's proposal, attached hereto; and,

**WHEREAS,** certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $143,343.29 is available in the following appropriations C-04-60-711-210 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

**Signed: _____, George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the playground equipment described in its August 29, 2012 proposal, attached hereto, for an amount not to exceed those listed in its contract with the State of New Jersey and its proposal, and for a total not to exceed amount of One Hundred Forty Three Thousand Three Hundred Forty Three Dollars and Twenty Nine Cents ($143,343.29), 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, as attached hereto or substantially similar, for the above references goods and/or services based upon the following information:

   Kompani
   930 Broadway
   Tacoma WA 98402
   (State of New Jersey Contract 12-X-22409)

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Date of Meeting**: September 5, 2012

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

# SALES PROPOSAL

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

**Site Location:** 25681
Church Square Park
Quote 1
Corner of 14th St & Park Ave
Washington Street, NJ 07030
United States
City of Hoboken

**Date** 08/29/12
**Expiration Date**
**Proposal No.** SP22093
**Project** Church Square Park
**Ship to State/Zip** NJ 07030
**Customer Service Representative** Yvonne LaFrance
**Sales Representative** Ken Dobyns
**Payment Terms** NET 30

**Invoice-to:** 48297
City of Hoboken
City Hall Parks Dept
94 Washington Street
Hoboken, NJ 31542
United States
Leo Pellegrini

**Ship-to:**
Church Square Park
Corner of 14th St & Park Ave
Washington Street, NJ 07030
United States
City of Hoboken

| Qty. | Item No. | Description | Unit Price | Retail Price | Disc. % | Net Price |
|---|---|---|---|---|---|---|
| | | NJ State Contract #12-X-22409 | | | | |
| | | Please call 24 hours before delivery: | | | | |
| | | TBD | | | | |
| | | Liftgate service required | | | | |
| 1 | ICON100201-3717 | NOVA INGROUND | 18,950.00 | 18,950.00 | 9.00 | 17,244.50 |
| 1 | GXY935000-12 | Starsurfer | 4,695.00 | 4,695.00 | 9.00 | 4,272.45 |
| 1 | GXY801421-3717 | Spica 1 In Ground -90cm | 1,995.00 | 1,995.00 | 9.00 | 1,815.45 |
| 1 | ICON100301-3717 | ROCKY INGROUND | 14,960.00 | 14,960.00 | 9.00 | 13,613.60 |
| 1 | ICON1004-3799 | GAME SERVER ICON, INGROUND | | | | |
| 2 | A900946-129 | ICON CABLE TUBE Ø40/Ø32 | | | | |
| 1 | ELE500086-3717 | Turning Bars | 949.00 | 949.00 | 9.00 | 863.59 |
| 1 | ELE500020-3717 | Titan 90 cm In-ground | 59,950.00 | 59,950.00 | 9.00 | 54,554.50 |
| 1 | COR88630000 | Explorer Dome | 39,950.00 | 39,950.00 | 9.00 | 36,354.50 |
| 1 | MOMENTS SWING C | 7'9" 5-Bay Swing, 6-Belt, 2-ADA, 1-Basket | 12,770.00 | 12,770.00 | 9.00 | 11,620.70 |
| 2 | S67855 | Made-For-Me Seat, 8' beam | | | | |
| 1 | FRT-PA | Freight Middletown PA | 3,004.00 | 3,004.00 | | 3,004.00 |

**Total** **143,343.29**

**Comments:**
Please allow 10-12 weeks for product delivery upon order placement.
This proposal assumes that there is no Prevailing Wage requirement for this job.
"Buy American" qualified, and compliant with the Buy American Act of 1933 and the
"Buy American" provision of the ARRA of 2009.
This quote assumes direct access delivery. Limited access deliveries will incur extra freight charges.
Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.
Terms for credit will be established upon approval.
A deposit may be required before order can be processed.

Please provide us with a copy of your tax-exempt certificate if applicable.
This is an estimated freight charge. Actual freight charges may vary at the time of order placement.
Prices do not include dumpster or security if needed. This will be an additional charge
Customer is to provide level dirt site, free of underground obstacles.
Customer is responsible for disposal of refuse / garbage.
Customer is responsible for removal of any existing equipment / obstacles prior to installation.
The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope
or change in elevation over the full length and width of the playground area,

**Summary:**

| | Retail Price | Discount | Net Price |
|---|---|---|---|
| Subtotal - KOMPAN Products | 154,219.00 | 13,879.71 | 140,339.29 |
| Subtotal - Other Products | 0.00 | 0.00 | 0.00 |
| Subtotal - Surfacing | 0.00 | 0.00 | 0.00 |
| Subtotal - Installation & Other Services | 0.00 | 0.00 | 0.00 |
| Subtotal - Freight | 3,004.00 | 0.00 | 3,004.00 |
| **Subtotal** | **157,223.00** | **13,879.71** | **143,343.29** |

| | | |
|---|---|---|
| Estimated Tax Rate | (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.) | 0.00 |
| **Total** | | **143,343.29** |

Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, reciept of which is hereby acknowledged by your signature.
To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.Orders cancelled after date of confirmation will be subject to a 15% restocking charge.
This quote may be withdrawn by us if not accepted by 09/22/12.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

# State of New Jersey

**CHRIS CHRISTIE**
*Governor*

**KIM GUADAGNO**
*Lt. Governor*

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

**ANDREW P. SIDAMON-ERISTOFF**
*State Treasurer*

April 2, 2012

Mr. Preben B. Pedersen
KOMPAN, Inc.
930 Broadway
Tacoma, WA 98402

Re: Proposal #: 12-X-22409
Description: Park & Playground Equipment, Parts & Installation
Via Facsimile (724) 284-1253 and Postal Mail

Dear Mr. Pedersen:

Please be advised that it is the intent of the Director of the Division of Purchase and Property to make a contract award to the following vendor(s) pursuant to the bid proposal(s) submitted in response to the referenced Request for Proposal (RFP).

| | | |
|---|---|---|
| ACM Playground Inc. | General Recreation Inc. | Recreation Resources Inc. |
| American Ramp Company | George Ely Associates Inc. | Rubbercycle LLC |
| Anthony F. Ramondo & Son Inc. | Giordano Contracting LLC | Safe T. Sites LLC |
| BCI Burke Company | James D. Boyce Associates Inc. | Safety Down Under Inc. |
| Ben Shaffer & Associates Inc. | Jamestown Advanced Products Corp. | Signature Sites LLC |
| BSN Sports | Kaplan Early Learning Company | Spohn Ranch Inc. |
| Charles J. Becker & Brother Inc. | Keystone Ridge Designs Inc. | Vortex USA |
| Charles Walker/Liberty Parks & Playgrounds | Kompan Inc. | W.E.I.T. Creative Solutions |
| Commercial Interiors Direct Inc. | Landscape Forms Inc. | Whirl Corporation Inc. |
| Commercial Recreation | Martuarano Recreation Company | |
| Fibar Group LLC | Mid-Atlantic Park & Playground | |

This award is being made in accordance with the protest procedure set forth in New Jersey Administrative Code 17:12-3.3, in compliance with Public Law 2005, Chapter 51 [(formerly Executive Order 134 (2004)] and Executive Order No. 117 [and Affirmative Action reporting]. The contract award identified herein is contingent upon the availability of funds and satisfaction of Political Contribution [and Affirmative Action] reporting requirements set forth below. Note that the protest period ends with the close of business on April 16, 2012.

The Contractor Certification and Disclosure of Political Contributions form and instructions are available at http://www.state.nj.us/treasury/purchase/forms.shtml#eo134.

All documentation pertinent to this award is available for review by making an appointment with the undersigned individual at the email address indicated below. Note: A requester is prohibited from removing any procurement documents and/or making any modifications, e.g., markings, adding/removing pages, etc., to procurement documents.

Thank you for the time and effort expended by your firm in the preparation of your bid proposal and we welcome your continued interest in future requirements.

Sincerely,

Anna Marie Miller
General Services Unit
Fax: (609) 292-5170
Email: AnnaMarie.Miller@treas.state.nj.us

**Sponsored by: _____**

**Seconded by: _____**

**CITY OF HOBOKEN**

**RESOLUTION NO. _____**

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND NJ TECH, INC. FOR THE USE AND MAINTENANCE OF THE SINATRA PARK CAFE**

**WHEREAS,** the City of Hoboken owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that are commonly known as "Sinatra Park Café" (hereinafter referred to as the "Property"); and

**WHEREAS,** NJ Tech, Inc., a NJ nonprofit corporation desires to use the Property for the purposes of establishing a community technology community center known as SparkLab; and

**WHEREAS,** the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

**WHEREAS,** the City of Hoboken desires to grant to NJ Tech, Inc., a New Jersey nonprofit corporation, having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030 such a license,

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

1) Approval of the attached License Agreement between the City of Hoboken and NJ Tech, Inc. for the Sinatra Park Café, shall be subject and limited to the specifications included in Exhibit 1 (6 pages attached hereto);
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately upon adoption.

MEETING ON: September 5, 2012

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

**Exhibit 1**

**LICENSE AGREEMENT**

This **LICENSE AGREEMENT** (the "Agreement") is hereby made and entered into this _____ day of _____, 2012 (hereinafter referred to as the "Effective Date"), by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the **"LICENSOR"**) and **NJ TECH, INC.**, a NJ nonprofit corporation having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030 (hereinafter referred to as the **"LICENSEE"**).

**WITNESSETH**

**WHEREAS,** the LICENSOR owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that is commonly known as "Sinatra Park Café" (hereinafter referred to as the "Property"); and

**WHEREAS,** the LICENSEE desires to use the Property for the purposes of establishing a community technology center known as SparkLab; and

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

**NOW, THEREFORE,** for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE (collectively referred to as the "Parties"), hereby agree as follows:

1) For a three-month period starting on the Effective Date of this Agreement, the LICENSOR hereby grants the LICENSEE, its officers, agents, servants, employees, volunteers and/or assigns the right, privilege and license to use the Property for the community technology center known as SparkLab for the following activities: (i) classes; (ii) workshops; (iii) networking events; (iv) technical discussions on technology and business-related topics; and (v) social events. The LICENSEE understands that on the days and times listed on Exhibit A, attached hereto, the Property will not be available for LICENSEE'S use under this Agreement.

2) The LICENSOR and LICENSEE agree that pursuant to § 39-8.1 of the Code of the City of Hoboken, the fees set forth in that provision are waived because the LICENSEE is a nonprofit organization. The LICENSEE understands that it must maintain its nonprofit status throughout the term of this Agreement in order for the fees under § 39-8.1 of the Code of the City of Hoboken to be waived.

3) The LICENSOR agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will be responsible for the costs for electricity, heat and water for the Property during the term of this Agreement. The LICENSOR will also be responsible for trash pickup, pursuant to its normal guidelines and scheduling. The LICENSEE agrees that it will be responsible for the costs for telephone, data, communications and any other costs for the Property during the term of this Agreement. The LICENSEE also agrees that it will be responsible for ensuring the inside of the Property is clean and sanitary for public use.

4) The LICENSOR understands that the LICENSEE intends to obtain sponsorships to provide Wi-Fi service on the Property. The LICENSEE agrees that it will not obtain sponsorships from

entities that produce, sell, distribute or are otherwise related to the following industries: (i) guns and/or firearms; (ii) alcohol; (iii) tobacco; (iv) pornography or sex-related industries; and (v) political messaging. The LICENSEE agrees that if circumstances arise regarding the propriety of any sponsor it obtains, the Parties will work together to remedy the issue. The LICENSEE agrees that the LICENSOR will be one of its sponsors.

5) Further to Paragraph 4, above, the LICENSOR understands that the LICENSEE intends to install Wi-Fi service on the Property. The LICENSEE agrees to provide the LICENSOR with a copy of all contracts, building plans and/or specifications prior to any installation of Wi-Fi service for the LICENSOR's written approval. The LICENSEE agrees that no structural work will be done to the Property without the LICENSOR'S advance written approval.

6) The LICENSEE agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will maintain the following types of insurance in the amounts set forth herein: (i) general liability insurance in the amount of $1,000,000 (One Million Dollars) per occurrence and $2,000,000 (Two Million Dollars) in the aggregate; (ii) workers compensation insurance coverage commensurate with New Jersey statutory limits; (iii) employer's liability coverage in the amount of $100,000 (One Hundred Thousand Dollars) per occurrence and $300,000 (Three Hundred Thousand Dollars) in the aggregate; and (iv) excess liability insurance coverage. The LICENSEE agrees that the LICENSOR, including the Mayor and City Council of the City of Hoboken, will be additional named insureds for all insurance coverage set forth herein and will provide the LICENSOR with proof of such insurance coverage prior to the Effective Date of this Agreement. Furthermore, the LICENSEE agrees that it will maintain insurance coverage on its own property kept or maintained in or around the Property. All insurance coverage will be kept in full force and effect for the term of the license, and the LICENSEE agrees that any insurance carrier used for any insurance coverage in this Paragraph 6 shall be licensed to do business in the State of New Jersey. The LICENSOR shall be notified in writing at least thirty (30) days prior to the cancellation of any insurance policy described in this Paragraph 6.

7) The LICENSEE agrees by signing this Agreement, at all times when children under the age of eighteen (18) are using or located on the Property, the LICENSEE will certify that the appropriate background checks for LICENSEE'S volunteers and employees will be conducted, completed and maintained by LICENSEE and/or its agents, officers, and/or assigns. The LICENSOR agrees that it will cover the costs for these background checks. The LICENSEE shall also maintain policies that all children using or located on the Property must be supervised by an adult at all times. This policy will be prominently posted in public and conspicuous places throughout the Property to the LICENSOR's satisfaction.

8) The LICENSEE retains the right to use the Property area in any manner not inconsistent with the rights herein granted to the LICENSEE as specifically discussed in Paragraph 1, above, provided, however, that the LICENSEE shall not disturb the structural elements of the Property, except as specifically discussed in Paragraph 5, above, in any way without prior written approval from the LICENSOR. The LICENSEE agrees that it will be responsible for maintaining the Property and any of the LICENSEE's personal property kept or preserved on the Property.

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

10) The LICENSEE agrees that it shall perform no work or alterations to the Property during the term of this Agreement without the advance, written consent of the LICENSOR. The LICENSEE also agrees that pursuant to a pending Ordinance before the City Council of the City of Hoboken and provided that the Ordinance is enacted, small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used on the Property, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in the Property with chafing dishes only to keep food and/or beverages warm. The LICENSEE must ensure that it has obtained any necessary permits to use canned heating units.

11) Upon termination of this Agreement, the LICENSEE shall, immediately and at the LICENSEE'S sole cost and expense, remove all equipment, accessories, and materials owned by the LICENSEE from the Property and restore the Property to as nearly as practicable to the same condition prior to the Effective Date of this Agreement.

12) The LICENSEE agrees that no person shall be denied admission or access to the Property on the basis of race, color, creed, national origin, sex, disability, gender or sexual orientation.

13) The LICENSEE agrees that it will, at its own expense, defend, indemnify and hold harmless the LICENSOR, its officers, agents, employees and/or assigns from any against any and all claims, damages, penalties, losses, expenses or judgments, whether just or unjust, arising from LICENSEE's use of the Property. This Paragraph 13 shall survive the expiration or termination of this Agreement.

14) The LICENSOR may terminate this Agreement with five (5) business days advance written notice under the following circumstances: (i) the LICENSEE fails to abide by the provisions set forth in this Agreement and fails to remedy such noncompliance within a reasonable amount of time after receiving written notice from the LICENSOR; (ii) upon a determination that the LICENSEE has made material misrepresentations to the LICENSOR in connection with its use or occupancy of the Property; or (iii) in the instance that it is necessary to maintain the health, safety and welfare of the general public, this Agreement may be terminated on 24 hours' notice.

15) The LICENSEE shall not assign this Agreement without the advance written consent of the LICENSOR.

16) This Agreement constitutes the entire and integrated understanding of the LICENSEE and the LICENSOR and supersedes all the terms and conditions of any prior agreement, negotiations or representations, whether written or oral, between the Parties. This Agreement may not be modified, except by a formal writing that is signed by both LICENSEE and LICENSOR.

17) Nothing herein shall be interpreted to reduce, eliminate or otherwise effect any and all privileges and immunities held by the LICENSOR as a governmental entity and municipal corporation. The LICENSOR shall have the right to institute and claim any and all applicable privileges or immunities at any time and for any reason in relation to this Agreement and/or the obligations and benefits of the Parties hereunder.

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

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

**LICENSOR:** (the City of Hoboken, on behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**LICENSEE:** NJ Tech Inc., a New Jersey nonprofit corporation, having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030.

Signed: _____ Aaron Price, President

_____ _____**,** Secretary

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**EXHIBIT A**

**List with days and times the Property not available for Licensee's use**
**(as referred to in Paragraph 1, above)**

| Day | Date | Time |
|---|---|---|
| Saturday | October 13, 2012 | 9 a.m. to 6 p.m. |

# CITY OF HOBOKEN
## Department of Community Development

**DAWN ZIMMER**
**Mayor**

**BRANDY FORBES**
**Director**

## *MEMORANDUM*

DATE: August 28, 2012

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director

RE: Post Office Area in Need of Rehabilitation Consideration

In 2011 a representative of the Post Office at the corner of Newark and River Streets notified my office of their interest in doing renovations to the Post Office building and private development on the remainder of the site. After investigation, it was determined that this site is not in a redevelopment area and I explained the zoning board application process. I informed the City Council Subcommittee of this and there was discussion of determining if the area met the rehabilitation criteria for this historical building and important use in the community. After much discussion, the City Council Subcommittee requested that an evaluation be done to determine if this site meets the rehabilitation criteria. That study was conducted in the summer of 2012 and completed on August 3, 2012.

The Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "Redevelopment Law") permits municipalities to consider designating certain areas within their borders as areas in need of rehabilitation. The rehabilitation designation permits municipalities the opportunity to prepare a redevelopment plan for a designated area and provides the municipality with some financial tools. To be clear, unlike redevelopment, a rehabilitation designation does not permit condemnation. Thus, there are assurances provided to the property owner that they will retain ownership and control over their land. What a rehabilitation designation does provide is the ability to prepare a comprehensive redevelopment plan for the area that allows uses and densities not necessarily otherwise provided in the underlying zone.

The process for designating an area in need of rehabilitation requires the adoption of a resolution by the governing body identifying the conditions on the land that warrant rehabilitation, after receiving the input and recommendations of the planning board. Thus, to initialize the input and recommendations of the planning board, the City Council needs to adopt a resolution to refer the issue to the planning board. The approval or agreement of the owner of the affected property(ies) is not a requirement for the designation, although has been verbally requested and provided.

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2233 fax (201) 420-2096

**Introduced by: _____**

**Seconded by: _____**

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

**RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON REQUESTING PLANNING BOARD REVIEW OF A RESOLUTION DESIGNATING CERTAIN PROPERTY IN AND AROUND BLOCK 231.01, LOT 1 IN THE CITY AS AN AREA IN NEED OF REHABILITATION**

**WHEREAS,** the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

**WHEREAS**, in accordance with the Redevelopment Law, the City of Hoboken (the "**City**") has determined that for purposes of regional planning and community development the following property should be considered for designation as an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-14(a):

> The property commonly known as Block 231.01, Lot 1 on the tax map of the City of Hoboken, that portion of the public Right of Way of Newark Street from and including the intersection with River Street to the end of Newark Street approximately 250 feet east of River Street; and that portion of the public Right of Way of River Street from and including the intersection with Newark Street to and including the intersection with First Street (collectively, the "**Property**"); and

**WHEREAS,** Andrew Hipolit, P.E., P.P., C.M.E., engineer for the Planning Board of the City of Hoboken submitted a report to the City dated August 3, 2012, a copy of which is attached hereto as Exhibit A (the "**Rehabilitation Report**") stating that within the Property the water and sewer lines are at least 50 years old and are in need of substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the City in accordance with the requirements of Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a); and

**WHEREAS,** Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a), provides that prior to the adoption of a resolution designating the Property as an area in need of rehabilitation, the Municipal Council of the City (the "**City Council**") must first submit a copy of the proposed resolution designating the Property to the City Planning Board for its review and recommendations; and

**WHEREAS**, based on the findings of the Rehabilitation Report, the City Council intends to designate the Property as an area in need of rehabilitation under the Redevelopment Law by the adoption of the resolution substantially in the form attached hereto as Exhibit B.

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

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

**Section 2.** The City Council hereby directs that the City Clerk transmit a copy of this resolution, inclusive of Exhibits A and B, to the City Planning Board for its review and recommendations to the City Council within forty-five (45) days of receipt of this resolution, pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40A:12A-14(a).

**Section 3.** A copy of this resolution shall be available for public inspection at the offices of the City.

**Section 4.** This resolution shall take effect immediately.

**Meeting Date:_____, 2012**

**Business Administration** **Approved as to form:**

_____ _____

**Quentin Wiest, Business Administrator** **Mellissa Longo, Corporation Counsel**

# EXHIBIT A

## REHABILITATION REPORT

**EXHIBIT B**

**Introduced by: _____**

**Seconded by: _____**

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

**RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON DESIGNATING CERTAIN PROPERTY IN AND AROUND BLOCK 231.01, LOT 1 IN THE CITY AS AN AREA IN NEED OF REHABILITATION**

**WHEREAS,** the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

**WHEREAS,** in accordance with the Redevelopment Law, the Municipal Council of the City of Hoboken (the "**City Council**") believes that the following property should be designated as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14:

> The property commonly known as Block 231.01, Lot 1 on the tax map of the City of Hoboken, that portion of the public Right of Way of Newark Street from and including the intersection with River Street to the end of Newark Street approximately 250 feet east of River Street; and that portion of the public Right of Way of River Street from and including the intersection with Newark Street to and including the intersection with First Street (collectively, the "**Property**"); and

**WHEREAS,** Andrew Hipolit, P.E., P.P., C.M.E., engineer for the Planning Board of the City of Hoboken submitted a report to the City dated August 3, 2012, a copy of which is attached hereto as Exhibit A (the "**Rehabilitation Report**") stating that within the Property the water and sewer lines are at least 50 years old and are in need of substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the City in accordance with the requirements of Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a); and

**WHEREAS,** Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a), provides that prior to the adoption of a resolution designating the Property as an area in need of rehabilitation, the City Council must first submit a copy of the proposed resolution designating the Property as an area in need of rehabilitation to the City Planning Board for review; and

**WHEREAS,** on _____, 2012, the City Council, acting by resolution, referred a copy of the Rehabilitation Report and this resolution to the City Planning Board for review and comment pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40A:12A-14(a); and

**WHEREAS,** based on the Rehabilitation Report, the Planning Board found that the Property satisfied the statutory criteria to be designated as an area in need of rehabilitation under Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a); and

**WHEREAS,** the Planning Board reviewed this resolution and recommends its adoption and the designation of the Property as an area in need of rehabilitation in accordance with Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a).

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

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

**Section 2.** The City Council hereby designates the Property as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a).

**Section 3.** The City Council hereby directs that the City Clerk transmit a copy of this resolution to the Commissioner of the Department of Community of Affairs for review in accordance with the Redevelopment Law.

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

**Section 5.** This resolution shall take effect immediately.

**Meeting Date:_____, 2012**

**Business Administration** **Approved as to form:**

_____ _____

**Quentin Wiest, Business Administrator** **Mellissa Longo, Corporation Counsel**

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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www.maserconsulting.com

# MEMORANDUM

**To:** Hoboken Planning Board

**From:** Andrew R. Hipolit, P.E., P.P., C.M.E., Planning Board Engineer

**Date:** August 3, 2012

**Re:** Post Office Site – Area In Need of Rehabilitation
Existing Water and Combined Sanitary/Storm Sewer Study
City of Hoboken, Hudson County, New Jersey
**MC Project No. HOP-131**

---

## INTRODUCTION

The post office site study area (the "Study Area") is located in the southeastern section of the City and includes the following City Right of Ways (ROWs) that surround the post office site:

- Newark Street; and,
- River Street.

The Hoboken City Council is seeking a recommendation from the Planning Board as to whether the above referenced Study Area can be deemed as an "Area in Need of Rehabilitation."

In order to deem an area as an "Area in Need of Rehabilitation," the Applicant must show that "a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of repair or substantial maintenance; and a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community."

To determine whether these requirements have been met, Maser Consulting P.A. (Maser Consulting) has conducted a study of the existing water and sanitary sewer utilities within the Study Area. The work for the study included two (2) site visits, preparation of a description of visible elements of the existing water and sanitary sewer utilities found within the Study Area, discussions with utility company representatives regarding the existing utility systems, and the preparation of a report detailing the findings of the study.

## INFORMATION SOURCES

This report is based on information obtained from the following sources:

a. Discussions with Philip Reeve of the North Hudson Sewerage Authority (NHSA) on June 26, 2012 and July 12, 2012;
b. Email correspondence with Joseph Sensale of United Water, on June 22, 2012 and July 11, 2012;
c. Telephone conversation with Joseph Sensale of United Water on July 11, 2012;
d. Review of Sanitary Sewer Utility Mapping provided by North Hudson Sewerage Authority;
e. Site visits of the Study Area, conducted on July 10, 2012 and July 12, 2012;
f. Review of Tax Map information.

## STUDY AREA DEFINITION

The Study Area includes the following Hoboken City ROWs that surround the post office site (Block 231, Lots 1, 2, and 3) located on River Street:

- Newark Street from River Street to the end of Newark Street approximately 250 feet east of River Street; and,
- River Street from Newark Street to First Street.

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## STUDY AREA CHARACTERISTICS

Maser Consulting has reviewed available mapping of the area and has performed two (2) site visits. After reviewing all available information, this office offers the following description of the site characteristics of the Study Area:

- The Study Area, as previously defined, is an urban area that has been developed with improvements typically associated with an urban environment including, but not limited to, the following:
    a. Paved roadways;
    b. Concrete sidewalks;
    c. Concrete driveway aprons;
    d. Paved parking areas;
    e. Underground utilities;
    f. Street trees; and,
    g. Some small grassed areas.

  It appears that the existing lots within the site were developed in a typical urban manner, with buildings in close proximity to each other and located very close to, if not directly on, the Right-of-Way (ROW) line.

- The area is serviced by under-ground utilities, most likely including electric, cable, and telephone. This is evident by the lack of telephone poles in the Study Area, as well as the presence of manhole covers with an imprinted bell (possibly installed by the old Bell Telephone Company).

- The area is serviced by underground utilities including gas, combined sanitary/storm sewer, and water. This is evident by manholes, storm sewer collection grates (Photo #s 1 & 2), gas valves (Photo #3) and water valves (Photo #4) found in the Study Area.

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## DESCRIPTION OF EXISTING COMBINED SANITARY/STORM SEWER UTILITY

Maser Consulting has reviewed the information available, as of July 30, 2012, for the existing combined sanitary/storm sewer system within the Study Area. The following information is based on our review:

- The combined sanitary/storm sewer system in Hoboken is owned and operated by the North Hudson Sewerage Authority (NHSA).

- The combined sanitary/storm sewer infrastructure is located in the following roadways within the Study Area:
    a. Newark Street from River Street to the easterly end of Newark Street approximately 250 feet east of River Street; and,
    b. River Street from Newark Street to First Street;

- Manholes, labeled with "SANITARY SEWER" (Photo #5), as well as storm sewer collection grates (Photo #s 1 & 2), were found in the Study Area. The manholes labeled "SANITARY SEWER" are indicative of the existence of a sanitary sewer system in the roadways. In addition, the storm sewer grates that are directly in line with the sanitary sewer manholes, and that appear to be located in the vicinity of the mapped sewer pipes, verify the existence of the combined sanitary/storm sewer system.

- According to the maps provided by the NHSA, the following combined sanitary/storm sewer lines exist within the Study Area:

    a. Newark Street from River Street to the end of Newark Street approximately 250 feet east of River Street: what appears to be a twelve (12) inch vitrified clay pipe (VCP) (cannot confirm pipe material from mapping but can confirm pipe size from mapping) and a twelve (12) inch reinforced concrete outflow pipe;

b. River Street from Newark Street to First Street: what appears to be either a forty-two (42) inch brick pipe or an eighteen (18) inch brick pipe (cannot confirm size of pipe from mapping but can confirm pipe material from mapping) and a forty-two (42) inch reinforced concrete pipe that acts as an interceptor pipe for the combined sanitary/storm sewer system;

- In a recent discussion, Mr. Reeve of NHSA indicated that the combined sanitary/storm sewer system within Hoboken was constructed in three (3) phases. The first phase was constructed pre-1900, the second phase was constructed pre-1919, and the third phase was constructed pre-1939. Mr. Reeve indicated that the sanitary sewer located in the Study Area was constructed in the last phase, between 1919 and 1939.

- Mr. Reeve also indicated that the 42" forty-two (42) inch reinforced concrete interceptor pipe was constructed in 1956. This pipe intercepts the combined sanitary sewer/drainage pipes, which previously discharged directly into the river, and directs the sanitary sewer/drainage flows to a treatment facility. The date stamped on the manhole cover (1956) confirms the date the interceptor was installed, (Photo #6)

## DESCRIPTION OF EXISTING WATER UTILITY

Maser Consulting has reviewed the information available, as of July 30, 2012, for the existing water utility within the Study Area. The following information is based on our review:

- The Water System in Hoboken is operated and maintained by United Water. Mr. Sensale indicated that the City of Hoboken owns the water system.

- Water valves were found in the Study Area, and are indicative of the existence of a water system in the roadways (Photo #4).

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- Based on discussions with Mr. Sensale of United Water, all of the water mains located in Hoboken are cast iron non-cement lined water mains.

- Based on information provided by Mr. Sensale of United Water, via the phone and/or email, , the following water mains exist in the Study Area:

    a. No water facilities exist in Newark Street from River Street to the end of Newark Street approximately 250 feet east of River Street.
    b. 12" non-cement lined cast iron and 6" non-cement lined cast iron water mains exist in River Street from Newark Street to First Street.

- Mr. Sensale indicated that the exact age of the system is unknown. However, when repairs were made, the years 1857, 1867, and 1869 are examples of dates that were stamped on the existing pipes removed from the ground.

- Mr. Sensale indicated that water main repairs were made on the 6" water main located in River Street.

- Mr. Sensale also indicated that water main lining work has been performed on the water system in Hoboken. However, United Water does not have information on any lining work performed in the Study Area.

## BASIS FOR "AREA IN NEED OF REHABILITATION" CLASSIFICATION

Proof for deeming an "Area in Need of Rehabilitation" involves showing that the age of the water and sewer systems are at least fifty (50) years old. The following information is provided as it relates to the age of the combined sanitary/storm sewer system and the water system:

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a. The sanitary sewer system was constructed of vitrified clay pipe and brick pipe within the Study Area.
b. The combined sanitary sewer/drainage system was most likely constructed between 1919 and 1939, but could have been constructed as far back as 1900. This would make the sanitary sewer system at least 73 years old. However, the sanitary sewer system could be as old as 111 years.
c. The Study Area also contains a reinforced concrete pipe interceptor.
d. The interceptor was constructed in 1956, making the interceptor portion of the system at least 55 years old.
e. The existing water system was constructed of cast iron non-cement lined pipe.
f. The exact age of the system is unknown. However, stampings on existing pipes excavated for repairs indicate the years 1857, 1867, and 1869. This would make the water system at least 142 years old. However, the water system could be as old as 154 years.

***Water System in Need of Rehabilitation***

It is evident that the water system is over fifty (50) years old, since it was constructed in the late 1800's. In addition, the need to repair water main breaks verifies that the existing water system would benefit from program of rehabilitation.

It is expected that the rehabilitation of the existing water system will prevent further deterioration by limiting the number of water main failures that cause water interruptions for City residents as well emergency services. In addition, a rehabilitation program may also allow for the upgrade of the system to better serve the residents with improved water services, such as greater fire flows. Further, the fact that United Water has lined portions of the water system within Hoboken confirms that the system would benefit from a rehabilitation program.

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***Combined Sanitary/Storm Sewer System in Need of Rehabilitation***

Since the combined sanitary/storm sewer was constructed in the 1919 to 1939 construction phase and the interceptor was constructed in 1956, it has been determined that the combined sanitary/storm sewer system is over fifty (50) years old. In addition, it is clear that the combined sanitary/storm sewer system is undersized for its intended purpose. This is evident from the amount of flooding that is experienced within the Study Area, and the City, during rainfall events.

The intended purpose of the combined sanitary storm sewer system is to facilitate movement of sanitary sewer flows as well as storm flows through the conveyance system to sewage treatment facilities. Since the undersized system cannot accommodate sanitary sewer and storm sewer flows during rainfall events, the system overflows into the streets of the City. This is clear from the flooding that is experienced in the Study Area and the City.

When the Study Area floods due to the inability of the existing sanitary/storm system to accommodate the combined storm and sanitary flows, the City becomes inundated with a mixture of sanitary sewage and stormwater. This combination of stormwater and sanitary sewage creates a health, safety, and welfare issue for the residents of the City.

The rehabilitation of the combined sanitary/storm sewer may alleviate, or at least reduce, the flooding that occurs within the Study Area due to the undersized system. The reduction or possible elimination of the flooding may help prevent further deterioration of the combined sanitary/storm sewer by reducing the damage to the City infrastructure due to the flooding. In addition, the reduction or possible elimination of the flooding will benefit and promote the overall development of the community by reducing the health, safety, and welfare issues caused by the flooding, which includes the residents' exposure to the combined stormwater and raw sewage that flows onto the City Streets.

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## CONCLUSION

The City Council is seeking a recommendation from the Planning Board as to whether the area previously defined as the Study Area can be deemed an "Area in Need of Rehabilitation." To have an area deemed in need of rehabilitation, the Applicant must show that "a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of repair or substantial maintenance; and a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community."

Through information sources available to this office at the time the study was conducted, the following was determined:

a. The water system and the combined sanitary/storm sewer system are over 50 years old.
b. Due to water main breaks that interrupt water service to City residents, it is clear that the water system will benefit from a rehabilitation program.
c. Due to repeated flooding of the Study Area because of the undersized combined sanitary/storm sewer system, it is clear that the combined sanitary/storm sewer system will benefit from a rehabilitation program.
d. The rehabilitation programs for both the water and sewer systems will prevent further deterioration and promote the overall development of the community by further protecting the health, safety, and welfare of the City.

\\Mtcad01\Projects\HOP\HOP-131\Reports\2012\06262012 Post Office Site - Area in Need of Rehab.docx

# APPENDIX A

# SITE PHOTOGRAPHS

**Photo #1: Circular Drainage Grate**

**Photo #2: Curb Drainage Grate**

**Photo #3: Gas Valve**

**Photo #4: Water Valve**

**Photo #5: Sanitary Sewer Manhole**

**Photo #6: Sanitary Sewer Manhole Cover Stamped 1956**

Introduced by: _____
Seconded by: _____

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

**RESOLUTION COMMITTING TO THE APPOINTMENT OF AN AFFORDABLE HOUSING PLANNER, ADOPTION OF A FAIR SHARE PLAN AND IMPLEMENTING ORDINANCES AS WELL AS THE SUBMISSION OF A PETITION TO COAH FOR SUBSTANTIVE CERTIFICATION**

**WHEREAS**, the City of Hoboken ("City") is committed to providing an opportunity for the provision of low and moderate income housing pursuant to both the Fair Housing Act and the New Jersey Constitution (more commonly known as the Mt. Laurel doctrine); and,

**WHEREAS**, the City has already undertaken affirmative steps in furtherance of its affordable housing objectives which includes issuing a Request For Proposals for the professional services of an affordable housing planner; and,

**WHEREAS**, the City has received numerous proposals and intends to award a contract for professional affordable housing planning services at its September 5, 2012 Council Meeting; and,

**WHEREAS**, the City intends to direct its affordable housing planner to begin immediate work on the preparation of a "Fair Share Plan", which is part of the "Housing Element" of the municipal master plan; and,

**WHEREAS**, the Planning Board shall consider and adopt such Fair Share Plan subsequent to a duly noticed public hearing consistent with the requirements of the Municipal Land Use Law; and,

**WHEREAS**, upon adoption by the Planning Board, the City Council shall then consider and endorse such Fair Share Plan and petition the Council on Affordable Housing ("COAH"), or other agency of competent jurisdiction, for substantive certification; and,

**WHEREAS**, the petition for substantive certification shall also include a Spending Plan as well as implementing ordinances including, but not limited to, ordinances requiring mandatory affordable housing set asides and/or payments in lieu of actual construction of affordable housing; and,

**WHEREAS**, the City is further sensitive to placing itself in a position to capture all available affordable housing opportunities; and,

**WHEREAS**, most recent large scale residential developments have been approved either pursuant to redevelopment plans adopted pursuant to the Local Redevelopment and Housing Law (LRHL) or use variances pursuant to N.J.S.A. 40:55D-70d; and

**WHEREAS**, a redevelopment plan may only be adopted through an ordinance by the City Council; and

**WHEREAS**, the City Council intends to refrain from adopting any redevelopment plan, which contains residential housing without a substantial set aside for low and moderate income housing until such time as the Fair Share Plan has been adopted and implementing ordinances approved by COAH; and,

**WHEREAS** the City further recognizes that the Zoning Board of Adjustment ("Zoning Board") is an autonomous quasi-judicial agency which has exclusive jurisdiction to grant use variance relief pursuant to N.J.S.A. 40:55D-70d; and,

**WHEREAS**, the City also recognizes that the current Zoning Board has acted responsibly in an attempt to enforce the City's affordable housing ordinance which has now been invalidated by the Law Division of the Superior Court, but has not yet been adjudicated on appeal; and,

**WHEREAS**, the City understands that current and future applicants for use variance relief must prove the "positive" and "negative" criteria which also includes the "enhanced" criteria; and,

**WHEREAS,** this enhanced criteria requires an applicant to reconcile the absence of a particular use or density from the zoning ordinance and the master plan as well as demonstrating a public benefit rather than purely private benefit; and,

**WHEREAS**, the City wishes to assist in the evaluation of the enhanced criteria, it now expressly declares that it has made a conscious decision not to increase existing permitted residential densities or zone for residential development in areas where it is not permitted. The City does, however, recognize that the provision of a substantial set aside of affordable housing does promote the public welfare and may satisfy both the enhanced and positive criteria; and,

**WHEREAS**, the City wishes to be clear that it is not directing the Zoning Board to take any particular action but is merely expressing its policy statement in an effort to bring greater clarity to evaluation of the enhanced criteria; and,

**WHEREAS**, the City intends to evaluate any appeals from the grant of use variance relief pursuant to the provisions of the City ordinance based upon the above statement.

**NOW THEREFORE, BE IT RESOLVED** that the City Council hereby approves the previously enumerated policy statement and action plan so as to preserve and protect all opportunities to capture low and moderate income housing pending COAH approval of the City's implementing ordinances and petition for substantive certification. The City shall further continue to coordinate with COAH in an effort to have that agency reconsider and provide a written clarification to its prior position and permit adoption of implementing ordinances prior to formal submission of a petition.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to the Zoning Board of Adjustment and the City Clerk for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa Longo
Corporation Counsel

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

# CITY OF HOBOKEN
## Department of Community Development

**DAWN ZIMMER**
**Mayor**

**BRANDY FORBES**
**Director**

## *MEMORANDUM*

DATE: August 21, 2012

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Affordable Housing (COAH) Planner

**NEED FOR AFFORDABLE HOUSING PLANNER**

The elected officials in Hoboken have demonstrated the importance of providing affordable housing—to make sure that affordable units are available and accessible to those who need it. The Municipal Land Use Law requires that a municipal master plan include a Housing Element in order for the municipality to exercise the power to zone and regulate land use. The Housing Element and Fair Share Plan are adopted to achieve the goal of meeting the City's obligation to plan and regulate land use to provide for a fair share of the regional need for affordable housing. Benefits of obtaining substantive certification by COAH include, but are not limited to: protection against exclusionary zoning litigation, the entitlement to adopt a development fee ordinance and impose such fees with COAH approval, and support in meeting municipal affordable housing obligations through priority access to funding sources. To petition for substantive certification from COAH, the Housing Element and a Fair Share Plan are prepared and adopted by a municipality's Planning Board and endorsed by the municipal governing body. As well, the governing body is to adopt a spending plan to demonstrate how the City will meet its affordable housing obligations.

To date, Hoboken has never received substantive certification from the Council on Affordable Housing (COAH). Prior round obligations pertain to the two COAH regulatory periods from 1987 through 1993 and from 1993 through 1999, commonly known as Round 1 and Round 2, respectively. Hoboken had

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2233 fax (201) 420-2096

no COAH obligation to provide any new affordable housing units during the prior rounds due to its designation as an Urban Aid Municipality. Despite this status, a large amount of housing was constructed in Hoboken in the past 25+ years which may qualify as new affordable housing units. As such, Hoboken's remaining affordable obligation from the prior two rounds is zero, and the City may be eligible to obtain credits for the affordable units that have already been built and apply these credits toward its Third Round Obligation, referring to the period between January 1, 2004 and December 31, 2018.

The Administration issued a Request for Proposals (RFP) to hire an experienced professional planning consultant to prepare a Housing Element and Fair Share Plan that addresses Hoboken's Second Round *Rehabilitation* Share (estimated to be 419 units) and the targeted Third Round Obligation. A full evaluation of Hoboken's affordable housing will be done and the consultant will work to develop and affordable housing plan for the City. These tasks include researching the existing affordable units in Hoboken to determine which meet the criteria for affordable per COAH, what controls are in place to ensure that those units meet those criteria, and how long will those controls continue to determine if the units are eligible to be counted toward credits toward the Second Round Rehabilitation Share and the Third Round Obligation of units.

Although the COAH rules are before the Supreme Court of New Jersey, it is not a question of whether or not an affordable housing obligation will be required, but rather the amount that will be required in the Third Round Obligation. Preparing a plan to address these obligations is important, yet there is a bigger goal for the City to provide for additional affordable housing in Hoboken. Therefore, by taking the necessary planning steps, we are not only gaining the benefits of substantive certification, but are making affordable housing in Hoboken accessible to those who need it.

**PLANNER SELECTION PROCESS**

To encourage competitiveness and evaluate various firms' capabilities, the City went through the "fair and open process" per the State of New Jersey and City of Hoboken's Pay to Play regulations to solicit qualifications. Submittals were received initially on Wednesday, May 30, 2012 for services of COAH Planner pursuant to the City's Fair and Open RFP. The City received very little response to the initial RFP and received feedback that the original time frame provided was difficult for many professionals who specialize in affordable housing planning in New Jersey due to the current issues with securing the affordable housing trust funds for clients. To ensure this was a competitive RFP process, the City Council rejected all initial submissions and the City re-advertised for COAH Planner.

The re-advertised RFP had a deadline to accept proposals through July 10, 2012. The evaluations were done through the established City process, as coordinated by Corporation Counsel's office. There were 10 firms that submitted proposals. The evaluation results were acknowledged by the Law Department on August 6, 2012. The Administration interviewed the two top candidates, as they were so closely ranked. Interviews were conducted on Friday, August 17, 2012. After interviewing and discussion of the pros and cons of the firms, it is recommended that the City award a contract to Shirley M. Bishop, LLC of Princeton, New Jersey. This designated planner with this firm works exclusively on affordable housing planning, has the extensive experience desired, has excellent communication skills, and has experience working on affordable housing issues in urban areas.

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH SHIRLEY BISHOP AS COAH PROFESSIONAL PLANNER TO THE CITY OF HOBOKEN TO COMMENCE SEPTEMBER 6, 2012 AND EXPIRE SEPTEMBER 5, 2013 FOR A TOTAL NOT TO EXCEED AMOUNT OF $35,000.00**

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

**WHEREAS,** the City of Hoboken published a Request for Proposals for the Professional Services of COAH Planner in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Shirley Bishop responded to; and,

**WHEREAS**, the evaluation committee has determined that Shirley Bishop offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Shirley Bishop for a one (1) year term with a not to exceed amount of Thirty Five Thousand ($35,000.00) Dollars; and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 is available in the following appropriations** 2-01-31-463-000**; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Shirley Bishop** to represent the City as COAH Professional Planner be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Thirty Five Thousand ($35,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, the contract shall refer to and include by reference the RFP and Shirley Bishop's responses, as well as the attached memorandum of Brandy Forbes, for purposes of describing the terms and obligation of the agreement with regards to scope of work, hourly wages, and allowable fees and charges; and,

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

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

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

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

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

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

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

**SPONSORED: _____**
**SECONDED: _____**

**CITY OF HOBOKEN**
**RESOLUTION NO. __**

**RESOLUTION GRANTING LAURA MURRAY, ESQ. OF WEINER LESNIAK SETTLEMENT AUTHORITY IN THE MATTER OF CHIRICHELLA WORKER'S COMPENSATION LITIGATION IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY LAURA MURRAY TO MELLISSA LONGO IN HER EMAIL DATED AUGUST 27, 2012**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff Chirichella; and,

**WHEREAS**, Laura Murray, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of her email to Mellissa Longo dated August 27, 2012; and,

**WHEREAS**, after legal guidance from Ms. Murray, the City Council finds her suggested monetary settlement amount to be reasonable and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Laura Murray, Esq. of Weiner Lesniak is hereby authorized to settle the matter of Chirichella worker's compensation claim in an amount up to the monetary amount suggested by Ms. Murray to Mellissa Longo in her e-mail dated August 27, 2012.

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to Form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Meeting Date: September 5, 2012**

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

**SPONSORED: _____**
**SECONDED: _____**

**CITY OF HOBOKEN**
**RESOLUTION NO. __**

**RESOLUTION GRANTING STEVEN BANKS, ESQ. OF FLORIO KENNY SETTLEMENT AUTHORITY IN THE MATTER OF CICALA WORKER'S COMPENSATION LITIGATION IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY STEVEN BANKS TO MELLISSA LONGO IN HIS EMAIL DATED AUGUST 27, 2012**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff Cicala; and,

**WHEREAS**, Steven Banks, Esq. of Florio Kenny has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of his email to Mellissa Longo dated August 27, 2012; and,

**WHEREAS**, after legal guidance from Mr. Banks, the City Council finds his suggested monetary settlement amount to be reasonable and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Steven Banks, Esq. of Florio Kenny is hereby authorized to settle the matter of Cicala worker's compensation claim in an amount up to the monetary amount suggested by Mr. Bank to Mellissa Longo in his e-mail dated August 27, 2012.

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to Form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Meeting Date: September 5, 2012**

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

**SPONSORED: _____**
**SECONDED: _____**

**CITY OF HOBOKEN**
**RESOLUTION NO. __**

**RESOLUTION GRANTING LOUIS MASUCCI, ESQ. OF WEINER LESNIAK SETTLEMENT AUTHORITY IN THE MATTER OF DESTENO WORKER'S COMPENSATION LITIGATION IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY LOUIS MASUCCI TO MELLISSA LONGO IN HIS EMAIL DATED AUGUST 27, 2012**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff DeSteno; and,

**WHEREAS**, Louis Masucci, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of his email to Mellissa Longo dated August 27, 2012; and,

**WHEREAS**, after legal guidance from Mr. Masucci, the City Council finds his suggested monetary settlement amount to be reasonable and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Louis Masucci, Esq. of Weiner Lesniak is hereby authorized to settle the matter of DeSteno worker's compensation claim in an amount up to the monetary amount suggested by Mr. Masucci to Mellissa Longo in his e-mail dated August 27, 2012.

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to Form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Meeting Date: September 5, 2012**

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

**SPONSORED: _____**
**SECONDED: _____**

**CITY OF HOBOKEN**
**RESOLUTION NO. __**

**RESOLUTION GRANTING LOUIS MASUCCI, ESQ. OF WEINER LESNIAK SETTLEMENT AUTHORITY IN THE MATTER OF DRISHTI WORKER'S COMPENSATION LITIGATION (CASE NO. 2005-30943) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY LOUIS MASUCCI TO MELLISSA LONGO IN HIS EMAIL DATED AUGUST 27, 2012**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff Drishti; and,

**WHEREAS**, Louis Masucci, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of his email to Mellissa Longo dated August 27, 2012; and,

**WHEREAS**, after legal guidance from Mr. Masucci, the City Council finds his suggested monetary settlement amount to be reasonable and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Louis Masucci, Esq. of Weiner Lesniak is hereby authorized to settle the matter of Drishti's worker's compensation claim in an amount up to the monetary amount suggested by Mr. Masucci to Mellissa Longo in his e-mail dated August 27, 2012.

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to Form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Meeting Date: September 5, 2012**

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

**SPONSORED: _____**
**SECONDED: _____**

**CITY OF HOBOKEN**
**RESOLUTION NO. __**

**RESOLUTION GRANTING LAURA MURRAY, ESQ. OF WEINER LESNIAK SETTLEMENT AUTHORITY IN THE MATTER OF FORINO WORKER'S COMPENSATION LITIGATION IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY LAURA MURRAY TO MELLISSA LONGO IN HER EMAIL DATED AUGUST 27, 2012**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff Forino; and,

**WHEREAS**, Laura Murray, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of her email to Mellissa Longo dated August 27, 2012; and,

**WHEREAS**, after legal guidance from Ms. Murray, the City Council finds her suggested monetary settlement amount to be reasonable and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Laura Murray, Esq. of Weiner Lesniak is hereby authorized to settle the matter of Forino worker's compensation claim in an amount up to the monetary amount suggested by Ms. Murray to Mellissa Longo in her e-mail dated August 27, 2012.

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to Form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Meeting Date: September 5, 2012**

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

August 29, 2012

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
201-420-2233
bforbes@hobokennj.org

**Re: Hoboken Yard Redevelopment Plan – Request for Additional Services**
**WRT #6888.01**

Dear Brandy,

As you know, WRT still has task items remaining from our contract's Scope of Work with the City, to complete the Hoboken Yard Redevelopment Plan. The efforts in these task items include attending up to four public meetings to present the plan to the City Council and the Planning Board to formally complete the planning process. These four public meetings are in addition to the meetings and presentations we have completed as part of our scope of work for the project, which include six internal review meetings (four reviews included in the scope), eight focus group or stakeholder meetings (seven included in the scope), and two community meetings (three included in the scope). While we will have exceeded the number of focus group meetings by two and internal review meetings by two as of September 04, 2012 and only completed two of the three community meetings, from a fee perspective we consider this to be balanced.

In addition to the scope that is part of our contract with the City as described above, WRT is requesting Additional Services and Fees to supplement our original fees for the Hoboken Yard Redevelopment Plan. The reasons for the request and, associated Scope and Fees are as follows:

**<u>Additional Services Completed</u>**

1. **Extended Preparation of Alternatives and Revisions for Coordination with NJ Transit Team**
   After our initial information exchange meeting with NJ Transit and its team at New York in the beginning of the project (May 18th, 2011), the WRT

Team prepared additional design options and participated in an exchange of ideas meeting with the City and the NJ Transit team on March 13th, 2012 to discuss and build consensus on the redevelopment plan. This effort exceeded our expectations because NJ Transit was not forth coming with information and caused WRT to engage in three iterations of the design alternatives.

These iterations were the result of three separate design coordination meetings with NJ Transit architectural consultant - SOM (Consultant Team WRT-SOM workshops on February 28, 2012, March 23, 2012 and April 10, 2012). Additional design alternatives and 3-D massing models were prepared for the redevelopment area for review with the City of Hoboken and for further discussion with NJ Transit and its consultant team at these meetings.

Late receipt of the requested project related information from NJ Transit on June 13th, 2012 related to environmental contamination costs and structural costs of buildings have resulted in further revisions to the redevelopment alternative and its massing options that we continued to develop for finalizing the Redevelopment Plan and its economic impact analysis. We have also included scheduled meeting with NJ Transit on August 29, 2012 as part of the additional services.

**2. Coordination and reviews by the Legal Team**

The WRT team has participated in five additional project related team conference calls (May 03, May 24th, May 31st , June 8th and June 15th) and several individual conversations with the City of Hoboken legal team to review the status and progress on the Redevelopment Plan. The WRT team has coordinated with the legal team to discuss and incorporate comments and revisions in the working documents of the Redevelopment Plan. Because we did not anticipate the process to take a defensive legal position, we had not included these conference calls and additional review time in our original budget for the project.

Robert B. Pauls (our economic sub-consultant for the project) also participated in several phone calls to coordinate with the legal team. They spent additional time and effort providing a valuation of the redevelopment site as of a prior date in order to satisfy the standards of a

potential law suit in the New Jersey Courts. Since residual analysis with all costs ex-land and developer's normal profit was not considered enough by the legal team, Robert B. Pauls had to redirect their efforts to satisfying their concerns. The work conducted was well beyond the scope of our original work program.

3. **General Delay in Project Schedule and Additional Meetings**
We started working on the Hudson Place site in April 2012. This initial phase of work was converted into a Plan for the entire site in July 2012. We had anticipated completion date for the Full Site Redevelopment Plan as April 2012. The project is currently delayed several months due to NJ Transit's slow response to requesting information and time required to prepare design options and alternatives as mentioned above.

**Estimated Budget for the Additional Services Completed**

The following table provides detailed break up of our labor and hours for the above additional service tasks items (items 1 to 3) for WRT and Robert B. Pauls. We request an additional services fee of $50,010 for these additional tasks completed.

| | WRT | | | | | Robert B. Pauls | | |
|---|---|---|---|---|---|---|---|---|
| | LABOR | | | | | LABOR | | |
| TASKS | Micale $225 | Saoji $140 | Planner $110 | Support $90 | Subtotal by Task | Pauls $250 | Cohen $175 | Subtotal by Task |
| **1.0 Preparation of Alternatives and Revisions for Coordination with NJ** | **18** | **68** | **80** | **26** | **$ 24,710.00** | **12** | **8** | **$ 4,400.00** |
| **2.0 Coordination and Reviews by the Legal Team** | **12** | **40** | **24** | **8** | **$ 11,660.00** | **10** | **4** | **$ 3,200.00** |
| **3.0 General Delay in Project Schedule and Additional Meetings** | **8** | **10** | **12** | **8** | **$ 5,240.00** | **0** | **0** | **$ -** |
| | | | | | | 0 | | |
| **Total Cost by Personnel** | **$8,550** | **$16,520** | **$12,760** | **$3,780** | **$41,610** | **$5,500** | **$2,100** | **$7,600** |

| | |
|---|---|
| Direct Costs | $800 |
| **Total Cost** | **$50,010** |

**Anticipated Additional Services, if Required**

In addition to above task items, as we enter the final phase of this important project, additional task items may be required as a result of the public review and coordination with NJ Transit and its team. It is difficult to predict the exact nature of these activities before the plan is presented and discussed in the public. As per our telephone discussion, we are providing an Estimated Fee Budget and description of the following task items that may be required. We will finalize the detailed scope, budget, and the nature of these task items when these items are deemed necessary by the City.

4. **Additional coordination with NJ transit and its team**
   This task may include additional meetings, presentations, or workshops with NJ transit and its planning and design team.

5. **Additional coordination with City's legal team**
   This task may include additional meetings, conference calls with the City's legal team for the purposes of legal defense. This task may also include additional work that may be necessary to revise economic analysis completed by Robert B. Pauls for legal defense or due to Plan changes that may be necessary.

6. **Additional planning or design changes in the Draft Plan Document as a result of Additional Coordination with NJ Transit Team**
   If the City decides to further revise the Plan details following coordination with NJ Transit and its team, we may need to revise planning and design details of the draft plan document. The changes may include developing additional options or alternatives including graphics, design and planning details of various plan components. We do not anticipate major changes to the plan document at this time.

**Estimated Fee Budget for Additional Services, if Required**

We will invoice the city on a time and materials basis for any of the above anticipated tasks (items 4 to 6), if they are deemed necessary by the City for the completion of the Plan. WRT will consult with the City before proceeding with these tasks and services or if any other tasks or activities are needed. We estimate an upset amount of $18,000 to complete these additional anticipated tasks (items 4 to 6).

We are confident that the planning process and work completed to date on the Hoboken Yard Redevelopment Plan will serve the City well in moving forward with development of this important gateway into the Downtown; and we are looking forward to completing the work this year. Please feel free to call or email me if you have any concerns or questions. We will be happy to discuss this further.

Sincerely,

nandomicale

Nando Micale FAIA, AICP, PP
PRINCIPAL

NM:nm

Introduced by: _____
Seconded by: _____

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

# RESOLUTION AUTHORIZING EXTENSION OF THE APPOINTMENT OF WALLACE ROBERTS AND TODD, LLC AS PROFESSIONAL PLANNER FOR THE REDEVELOPMENT AT HOBOKEN TERMINAL AND RAIL YARDS AND AN INCREASE IN THE NOT TO EXCEED AMOUNT BY FIFTY THOUSAND TEN DOLLARS ($50,010.00)

**WHEREAS**, the City put out an RFP for professional redevelopment planning services, pursuant to Article I of Chapter 20A of the Hoboken City Code, which Wallace Roberts and Todd, LLC responded to by proposal dated September 27, 2010; and,

**WHEREAS**, a contract was entered into with Wallace Roberts and Todd, LLC on March 22, 2011, which was thereafter amended by a City Council resolution of July 1, 2011, attached hereto; and,

**WHEREAS**, the City Council seeks to extend the term of the contract and increase the not to exceed amount by Fifty Thousand Ten Dollars ($50,010.00), in accordance with the August 29, 2012 proposal letter of Wallace Robert and Todd, LLC, attached hereto; and,

**WHEREAS**, Wallace Roberts and Todd, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) prior to the City entering into any binding contract for said services; 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,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,010.00 is available in the following appropriations** 2-01-21-181-036 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with **Wallace Robert and Todd, LLC** to provide professional planning services relating to the matter of the NJ Transit Redevelopment Plan, for a one year term to commence March 22, 2012 and expire March 21, 2013, for an increase in not to exceed amount of Fifty Thousand Ten Dollars ($50,010.00); and

**BE IT FURTHER RESOLVED**, that the contract shall be further amended to correspond to the terms and conditions included in the August 29, 2012 proposal of Wallace Robert and Todd, LLC, and the remainder of the March 22, 2011 terms of the contract, as amended by the July 1, 2011 City Council Resolution, shall remain unchanged; and,

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

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

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

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON & HEALY FOR THE SERVICES OF JOSEPH MARAZITI AS SPECIAL LEGAL COUNSEL-LITIGATION TO THE CITY OF HOBOKEN IN THE MATTER OF THE PROPOSED MONARCH DEVELOPMENT IN THE NORTHEAST PORTION OF THE CITY TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF ONE HUNDRED THOUSAND DOLLARS ($100,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE HUNDRED NINETY THOUSAND DOLLARS ($190,000.00)**

**WHEREAS**, the City previously appointed and contracted for the services of Joseph Maraziti of Maraziti Falcon & Healy to serve as Special Legal Counsel-Redevelopment and Special Counsel – Monarch Litigation for the City of Hoboken by resolution dated 3/21/12; and,

**WHERES**, the City wishes to increase the not to exceed amount of the contract by One Hundred Thousand Dollars ($100,000.00) for a total not to exceed amount of One Hundred Ninety Thousand Dollars ($190,000.00); and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $100,000.00 is available in the following appropriations** 2-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with **Maraziti Falcon & Healy** to represent the City as Special Legal Counsel-Monarch Litigation relating to the matter of the proposed Monarch development be awarded, for a one year term to commence January 1, 2012 and expire December 31, 2012, for an increase in not to exceed amount of One Hundred Thousand Dollars ($100,000.00) for a total not to exceed amount of One Hundred Ninety Thousand ($190,000.00) Dollars; and

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

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

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

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

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

**Meeting date: September 5, 2012**

**APPROVED:** **APPROVED AS TO FORM:**

_____ _____

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON & HEALY AS SPECIAL LEGAL COUNSEL-NJ TRANSIT REDEVELOPMENT NEGOTIATIONS AND LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FIFTY THOUSAND ($50,000.00) DOLLARS FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE HUNDRED THOUSAND ($100,000.00) DOLLARS**

**WHEREAS**, the City previously appointed and contracted for the services of Joseph Maraziti of Maraziti Falcon & Healy to serve as Special Counsel – NJ Transit for the City of Hoboken by resolution dated 5/2/12; and,

**WHERES**, the City wishes to amend the contract to increase the not to exceed amount of the contract by Fifty Thousand Dollars ($50,000.00) for a total not to exceed amount of One Hundred Thousand Dollars ($100,000.00); and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriations** 2-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Maraziti Falcon & Healy to represent the City as Special Legal Counsel-NJ Transit Redevelopment Negotiations and Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for an increase in the not to exceed amount of Fifty Thousand ($50,000.00) dollars for a total not to exceed amount of One Hundred Thousand ($100,000.00) Dollars; and

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

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

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

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

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

**Meeting date: September 5, 2012**

**APPROVED:** **APPROVED AS TO FORM:**

_____ _____
Quentin Wiest Mellissa L. Longo, Esq.

Business Administrator Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH FLORIO & KENNY FOR THE SERVICES OF EDWARD FLORIO, ESQ. AS SPECIAL LEGAL COUNSEL-RENT CONTROL BOARD ATTORNEY TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $4,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $19,000.00**

**WHEREAS**, the City previously appointed and contracted for the services of Edward Florio of Florio and Kenny to serve as Special Legal Counsel-Rent Control Board Attorney for the City of Hoboken by resolution dated 5/2/12; and,

**WHEREAS**, the City wishes to amend the current contract to increase the not to exceed amount by Four Thousand ($4,000.00) dollars; and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,000.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Florio & Kenny, for the services of Edward Florio, Esq., to represent the City as Special Legal Counsel-Rent Control Board Attorney be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by Four Thousand Dollars ($4,000.00) for a total not to exceed amount of Nineteen Thousand ($19,000.00) Dollars; and

**BE IT FURTHER RESOLVED** that the remaining contract terms shall remain unchanged; and,

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

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

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

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH WEINER LESNIAK AS SPECIAL LEGAL COUNSEL-OUTSTANDING AND GENERAL LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 TO INCREASE THE NOT TO EXCEED AMOUNT BY SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF $260,000.00**

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

**WHEREAS,** the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

**WHEREAS**, Weiner Lesniak is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. Fair Share Housing (Advance at Hoboken)
2. Fair Share Housing (1415 Park Avenue LLC)
3. Fair Share Housing (9 Monroe LLC)
4. Belfiore (Appeal)
5. Arezzo (OAL)
6. Campbell (OAL)
7. Arezzo (disciplinary charges)
8. Fire Fighter/Fire Officer Collective Negotiations Agreement
9. Fire Fighter/Fire Officer Payment of Accumulated Vacation Arbitration
10. United Textiles / Correa

**WHEREAS**, the City wishes to increase the not to exceed amount of the contract so that Weiner Lesniak may continue to represent the City in the above matters, as well as other general litigation matters which may arise over the course of the contract; and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $75,000.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel-Outstanding and General Litigation be amended, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase of Seventy Five Thousand Dollars ($75,000.00) for a total not to exceed amount of Two Hundred Sixty Thousand ($260,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, that the contract shall cover those ten matters expressly stated above, as well as any future matters assigned to the firm, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Weiner Lesniak represents the City in; and,

**BE IT FURTHER RESOLVED**, the remaining terms of the contract shall remain unchanged; and,

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

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

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

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH VINCENT LAPAGLIA, ESQ. AS SPECIAL LEGAL COUNSEL-TAX APPEALS TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $1,500.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $76,500.00**

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

**WHEREAS,** the City awarded a contract to Vincent LaPaglia by resolution dated May 2, 2012; and,

**WHEREAS**, the City now seeks to increase the not to exceed amount of that resolution by One Thousand Five Hundred Dollars ($1,500.00) for a total not to exceed amount of Seventy Six Thousand Five Hundred Dollars ($76,500.00), and to allow for Vincent Lapaglia to represent the City of Hoboken in the matter know as In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $1,500.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Vincent Lapaglia, Esq. to represent the City in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.), for an increase in the not to exceed amount of One Thousand Five Hundred Dollars ($1,500.00) for a total not to exceed amount of Seventy Six Thousand Five Hundred Dollars ($76,500.00); and,

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

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

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

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

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

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

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

INTRODUCED BY:_____
SECONDED BY:_____

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

**AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY RESPONSES TO ISSUED REQUESTS FOR QUALIFICATION FOR ENVIRONMENTAL ENGINEERS AND/OR LSRP'S FROM SEPTEMBER 6, 2012 THROUGH SEPTEMBER 5, 2013**

**WHEREAS,** it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as Environmental Engineers and/or Licensed Site Remediation Professionals; and,

**WHEREAS,** N.J.S.A. 19:44A-20.1 et seq., commonly known as the State "Pay to Play" Law took effect on January 1, 2006; and,

**WHEREAS,** the City has fully complied with the "fair and open" process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for Environmental Engineers and/or LSRP's; and,

**WHEREAS,** the City is in receipt of responses to the issued RFQ; and

**WHEREAS,** the City's review team has determined that the below listed respondents to the RFQ received the four highest scores on the City's evaluation process, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Hoboken that the below listed respondents be and are hereby deemed qualified for the September 6, 2012 through September 5, 2013 period:

1. **Excel Environmental Resources**
   111 North Center Drive
   North Brunswick, NJ 08902
   **EVALUATION SCORE: 284**

2. **Handex Consulting & Remediation LLC**
   24 Abeel Road
   Monroe, NJ 08831
   **EVALUATION SCORE: 250**

3. **Remington Venick**
   300 Penhorn Avenue – 3rd Floor
   Secaucus, NJ 07094
   **EVALUATION SCORE: 248**

4. **T&M Associates**
   11 Tindall Road
   Middletown, NJ 07748
   **EVALUATION SCORE: 244**

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

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

# CITY OF HOBOKEN

## Office of the Business Administrator

**DAWN ZIMMER**
**Mayor**

**QUENTIN WIEST**
**Business Administrator**

**STEPHEN D. MARKS, PP, AICP**
**Assistant Business Administrator**

**MEMORANDUM**

**TO:** HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
**FROM:** STEPHEN MARKS, ASSISTANT BUSINESS ADMINISTRATOR
**DATE:** AUGUST 27, 2012
**RE:** CONTRACT FOR "LSRP" LICENSED SITE REMEDIATION PROFESSIONAL

Please accept this memo regarding the recommendation to pre-qualify firms and award a professional services contract for a Licensed Site Remediation Professional, or "LSRP".

As you may know, on May 7, 2009 the Governor signed into law the "Site Remediation Reform Act" (N.J.S.A. 58:10C-1 et seq.) which overhauled New Jersey's environmental clean-up laws, including the "Brownfield and Contaminated Sites Act", the "Spill Compensation and Control Act", and the "Industrial Site Recovery Act". As of May 7, 2012, with limited exceptions, all remediation in the state, without regard to when the remediation was initiated, must proceed under the supervision of a Licensed Site Remediation Professional (LSRP). The act transfers nearly all of the responsibility for the investigation of contamination, the preparation of clean-up plans, and the management of remediation projects from the NJ DEP to property owners and other interested parties.

Since most of the sites listed on Hoboken's open space plan and ordinance are former industrial properties, it is highly recommended and advisable that the City of Hoboken engage the services of an LSRP. The city administration prepared a Request for Qualifications (RFQ) to hire an Environmental Engineer/Licensed Site Remediation Professional through a "Fair and Open" and transparent competitive process. The RFQ was posted to the city's website and an advertisement was published in the Jersey Journal on July 26, 2012. Qualification Statements were due on August 6, 2012.

The city received eight qualification statements which were reviewed by an evaluation committee. After careful consideration, the evaluation committee recommends that the firms of Excel Environmental, LLC, Handex Consulting and Remediation, LLC, Remington Vernick & Arango, Engineers, and T&M and Associates be pre-qualified to perform professional LSRP work for the city. In addition, the evaluation committee recommends that Excel Environmental be awarded a professional services contract, not-to-exceed $50,000, to investigate properties the city is considering for open space acquisition and advise municipal officials on the anticipated clean-up costs and best course of action for each proposed site. Below is the numerical evaluation of each qualification statement.

| Firm | A | B | C | Total | Average | Rank |
|---|---|---|---|---|---|---|
| Excel Environmental, LLC | 95 | 99 | 90 | 284 | 94.6 | 1 |
| Handex Consulting & Remediation, LLC | 85 | 87 | 78 | 250 | 83.3 | 2 |
| Remington Vernick & Arango Engineers | 88 | 90 | 70 | 248 | 82.6 | 3 |
| T&M and Associates | 87 | 88 | 69 | 244 | 81.3 | 4 |
| Lewis Consulting Group | 87 | 72 | 80 | 239 | 79.6 | 5 |
| Whitman Environmental and Engineering | 84 | 77 | 78 | 239 | 79.6 | 5 |
| Environmental Waste Management Associates, LLC | 84 | 83 | 67 | 234 | 78 | 6 |
| Birdsall Services Group | 89 | 56 | 76 | 221 | 73.6 | 7 |

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2059 · fax (201) 420-2096

# CITY OF HOBOKEN

## Office of the Business Administrator

**DAWN ZIMMER**
**Mayor**

**QUENTIN WIEST**
**Business Administrator**

**STEPHEN D. MARKS, PP, AICP**
**Assistant Business Administrator**

**MEMORANDUM**

**TO:** HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
**FROM:** STEPHEN MARKS, ASSISTANT BUSINESS ADMINISTRATOR
**DATE:** AUGUST 27, 2012
**RE:** CONTRACT FOR "LSRP" LICENSED SITE REMEDIATION PROFESSIONAL

Please accept this memo regarding the recommendation to pre-qualify firms and award a professional services contract for a Licensed Site Remediation Professional, or "LSRP".

As you may know, on May 7, 2009 the Governor signed into law the "Site Remediation Reform Act" (N.J.S.A. 58:10C-1 et seq.) which overhauled New Jersey's environmental clean-up laws, including the "Brownfield and Contaminated Sites Act", the "Spill Compensation and Control Act", and the "Industrial Site Recovery Act". As of May 7, 2012, with limited exceptions, all remediation in the state, without regard to when the remediation was initiated, must proceed under the supervision of a Licensed Site Remediation Professional (LSRP). The act transfers nearly all of the responsibility for the investigation of contamination, the preparation of clean-up plans, and the management of remediation projects from the NJ DEP to property owners and other interested parties.

Since most of the sites listed on Hoboken's open space plan and ordinance are former industrial properties, it is highly recommended and advisable that the City of Hoboken engage the services of an LSRP. The city administration prepared a Request for Qualifications (RFQ) to hire an Environmental Engineer/Licensed Site Remediation Professional through a "Fair and Open" and transparent competitive process. The RFQ was posted to the city's website and an advertisement was published in the Jersey Journal on July 26, 2012. Qualification Statements were due on August 6, 2012.

The city received eight qualification statements which were reviewed by an evaluation committee. After careful consideration, the evaluation committee recommends that the firms of Excel Environmental, LLC, Handex Consulting and Remediation, LLC, Remington Vernick & Arango, Engineers, and T&M and Associates be pre-qualified to perform professional LSRP work for the city. In addition, the evaluation committee recommends that Excel Environmental be awarded a professional services contract, not-to-exceed $50,000, to investigate properties the city is considering for open space acquisition and advise municipal officials on the anticipated clean-up costs and best course of action for each proposed site. Below is the numerical evaluation of each qualification statement.

| Firm | A | B | C | Total | Average | Rank |
|---|---|---|---|---|---|---|
| Excel Environmental, LLC | 95 | 99 | 90 | 284 | 94.6 | 1 |
| Handex Consulting & Remediation, LLC | 85 | 87 | 78 | 250 | 83.3 | 2 |
| Remington Vernick & Arango Engineers | 88 | 90 | 70 | 248 | 82.6 | 3 |
| T&M and Associates | 87 | 88 | 69 | 244 | 81.3 | 4 |
| Lewis Consulting Group | 87 | 72 | 80 | 239 | 79.6 | 5 |
| Whitman Environmental and Engineering | 84 | 77 | 78 | 239 | 79.6 | 5 |
| Environmental Waste Management Associates, LLC | 84 | 83 | 67 | 234 | 78 | 6 |
| Birdsall Services Group | 89 | 56 | 76 | 221 | 73.6 | 7 |

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2059 · fax (201) 420-2096

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH EXCEL ENVIRONMENTAL AS LSRP TO THE CITY OF HOBOKEN TO COMMENCE SEPTEMBER 6, 2012 AND EXPIRE SEPTEMBER 5, 2013 FOR A TOTAL NOT TO EXCEED AMOUNT OF $50,000.00**

**WHEREAS**, service to the City as Licensed Site Remediation Professional (LSRP) is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published a Request for Qualifications for the Professional Services of LSRP in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Excel Environmental responded to; and,

**WHEREAS**, the evaluation committee has determined that Excel Environmental offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Excel Environmental for a one (1) year term with a not to exceed amount of Fifty Thousand ($50,000.00) Dollars for the services described in the memorandum of Stephen Marks on August 27, 2012, which shall be incorporated into the contract by reference; and,

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

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriations** 2-01-31-463-000**; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Excel Environmental** to represent the City as LSRP be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Fifty Thousand ($50,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, the contract shall refer to and include by reference the RFQ and **Excel Environmental**'s responses, as well as the attached memorandum of Stephen Marks, for purposes of describing the terms and obligation of the agreement with regards to scope of work, hourly wages, and allowable fees and charges; and,

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

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

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

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

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

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

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

# CITY OF HOBOKEN

## Office of the Business Administrator

**DAWN ZIMMER**
**Mayor**

**QUENTIN WIEST**
**Business Administrator**

**STEPHEN D. MARKS, PP, AICP**
**Assistant Business Administrator**

**MEMORANDUM**

**TO:** HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
**FROM:** STEPHEN MARKS, ASSISTANT BUSINESS ADMINISTRATOR
**DATE:** AUGUST 27, 2012
**RE:** CONTRACT FOR "LSRP" LICENSED SITE REMEDIATION PROFESSIONAL

Please accept this memo regarding the recommendation to pre-qualify firms and award a professional services contract for a Licensed Site Remediation Professional, or "LSRP".

As you may know, on May 7, 2009 the Governor signed into law the "Site Remediation Reform Act" (N.J.S.A. 58:10C-1 et seq.) which overhauled New Jersey's environmental clean-up laws, including the "Brownfield and Contaminated Sites Act", the "Spill Compensation and Control Act", and the "Industrial Site Recovery Act". As of May 7, 2012, with limited exceptions, all remediation in the state, without regard to when the remediation was initiated, must proceed under the supervision of a Licensed Site Remediation Professional (LSRP). The act transfers nearly all of the responsibility for the investigation of contamination, the preparation of clean-up plans, and the management of remediation projects from the NJ DEP to property owners and other interested parties.

Since most of the sites listed on Hoboken's open space plan and ordinance are former industrial properties, it is highly recommended and advisable that the City of Hoboken engage the services of an LSRP. The city administration prepared a Request for Qualifications (RFQ) to hire an Environmental Engineer/Licensed Site Remediation Professional through a "Fair and Open" and transparent competitive process. The RFQ was posted to the city's website and an advertisement was published in the Jersey Journal on July 26, 2012. Qualification Statements were due on August 6, 2012.

The city received eight qualification statements which were reviewed by an evaluation committee. After careful consideration, the evaluation committee recommends that the firms of Excel Environmental, LLC, Handex Consulting and Remediation, LLC, Remington Vernick & Arango, Engineers, and T&M and Associates be pre-qualified to perform professional LSRP work for the city. In addition, the evaluation committee recommends that Excel Environmental be awarded a professional services contract, not-to-exceed $50,000, to investigate properties the city is considering for open space acquisition and advise municipal officials on the anticipated clean-up costs and best course of action for each proposed site. Below is the numerical evaluation of each qualification statement.

| Firm | A | B | C | Total | Average | Rank |
|---|---|---|---|---|---|---|
| Excel Environmental, LLC | 95 | 99 | 90 | 284 | 94.6 | 1 |
| Handex Consulting & Remediation, LLC | 85 | 87 | 78 | 250 | 83.3 | 2 |
| Remington Vernick & Arango Engineers | 88 | 90 | 70 | 248 | 82.6 | 3 |
| T&M and Associates | 87 | 88 | 69 | 244 | 81.3 | 4 |
| Lewis Consulting Group | 87 | 72 | 80 | 239 | 79.6 | 5 |
| Whitman Environmental and Engineering | 84 | 77 | 78 | 239 | 79.6 | 5 |
| Environmental Waste Management Associates, LLC | 84 | 83 | 67 | 234 | 78 | 6 |
| Birdsall Services Group | 89 | 56 | 76 | 221 | 73.6 | 7 |

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2059 · fax (201) 420-2096

**94 Washington Street · Hoboken, NJ 07030-0485**

(201) 420-2059 · fax (201) 420-2096

Introduced by: Occhipinti
Seconded by: _____

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

**RESOLUTION TO REQUEST A BUS SHELTER FROM NEW JERSEY TRANSIT**

**WHEREAS**, New Jersey Transit has funds for the purchase of bus shelters throughout the State of New Jersey; and,

**WHEREAS**, the governing body of a municipality in New Jersey may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and,

**WHEREAS**, the City Council of the City of Hoboken, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken in the County of Hudson, that the application is hereby made by the City of Hoboken to the New Jersey Transit Corporation for the purchase and installation of One (1) bus shelter as set forth in the agreement attached hereto and made a part hereof;

**BE IT FURTHER RESOLVED** that the Mayor and the City Clerk be authorized to execute the attached agreement, or a similar agreement without substantive changes, with the New Jersey Transit to arrange for the purchase and installation of the shelters.

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

**Chris Christie**, Governor
**Kim Guadagno**, Lieutenant Governor
**James S. Simpson**, Board Chairman
**James Weinstein**, Executive Director

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

June 4, 2012

Mr. Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Subject: Request for Bus Shelter on Paterson Avenue at Harrison Street.

Dear Mr. Wiest:

NJ TRANSIT has received a request for the installation of a bus shelter in the City of Hoboken on Paterson Avenue, southbound, at Harrison Street.

Enclosed are four sets of a Municipal Sponsor/County Co-Sponsor Agreement, and a Draft Resolution requesting NJ TRANSIT to install a bus shelter. Also enclosed is a Shelter Design Options check off sheet.

Please present to the Mayor and Town Council the draft resolution requesting the bus shelter and when adopted, attach a copy to each agreement along with a completed Shelter Design Options sheet with your choice of shelter checked off. Once completed, obtain the necessary signatures on the agreements and have the signatories type or print their names and titles in the space provided under the signatures. The signed agreements and all attachments should be returned to me.

I will forward the Municipal Sponsor/County Co-Sponsor Agreements and Resolution to the Hudson County Engineer. The County must endorse the agreements and adopt a concurring resolution. Upon receipt of the documents from the County, I will submit the Municipal Sponsor/County Co-Sponsor Agreements to our Deputy Attorney General for review and signature. Once signed, a fully executed agreement will be forwarded to Hoboken for your records.

If you have any questions, please contact me at (973) 491-7783.

Thank you for your support of public transportation.

Sincerely,

Paul Spiegel

Paul Spiegel
Manager,
Bus Stop Sign and Shelter Programs

Enclosures (Municipal Sponsor and County Co-Sponsor Agreement, Municipal Draft Resolution, County Concurring Draft Resolution, Exhibit A, Shelter Design Options Sign-off Sheet, Shelter Designs)

Cc: Councilman Timothy Occphipinti, Hoboken
John Leon, NJ TRANSIT

**AGREEMENT BETWEEN**

**THE NEW JERSEY TRANSIT CORPORATION**

**AND**

**MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR**

**FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS**

**ON COUNTY ROADS**

This agreement made as of _____ by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the **City of Hoboken** (hereinafter "Sponsor") and the County of **Hudson**, (hereinafter "Co-sponsor") State of New Jersey.

W I T N E S S E T H:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor and Co-Sponsor desire bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application to NJ TRANSIT by its resolution dated _____, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this

Agreement, for the installation of a bus shelter(**1**) at certain locations within the **City of Hoboken** in the County of **Hudson**, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **City of Hoboken**, the County of **Hudson**, which locations are set forth in Exhibit A which is attached to and made part of this Agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.
4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).

6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., and the Co-Sponsor shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor and Co-Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.

7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.

8. The Sponsor and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain ownership of said shelters(s) subject to the terms, condition, reservations and covenants set forth in this Agreement.

10. The Sponsor agrees to bear all risks of damage, loss, theft, or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitution of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter

so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, NJ TRANSIT may, by its agents, enter upon the site of said shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of a shelter, should the Sponsor fail to abide by this Agreement, shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter(s). The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.

12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees), arising out of any acts or omission of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation,

the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts, whether negligent or not, of the Sponsor or Co-Sponsor, their officials, employees, agents or servants, by virtue of entering into this Agreement.

13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of $1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor and Co-Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, NJDOT and the Co-Sponsor. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor and Co-Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.

15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

**ATTEST:**

_____
Clerk

Name (Type or Print):

Title (Type or Print):

**SPONSOR:**

_____ _____
Director or Presiding Officer Date

Name (Type or Print):

Title (Type or Print):

**ATTEST:**

_____
Clerk

Name (Type or Print):

Title (Type or Print):

**CO-SPONSOR:**

_____ _____
Director or Presiding Officer Date

Name (Type or Print):

Title (Type or Print):

**ATTEST:**

_____

**NJ TRANSIT CORPORATION**

By:_____ _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

BY: _____ _____
Deputy Attorney General Date

EXHIBIT A
BUS SHELTER

| LOCATION | SHELTER MEASURMENTS | CODE LETTER |
| --- | --- | --- |
| Paterson Avenue<br>Southbound, at Harrison Street<br>Far side. | 5'X10' | S (Standard) |

SITE DIAGRAM AND PHOTO WILL FOLLOW.

**Shelter Design Options**
**Addendum to Agreement**
**City of Hoboken**
**(Hudson County)**

**Bus Shelter Location(s):** **Along Paterson Avenue, southbound, at Harrison Street, far side**

NJ TRANSIT will provide a bus shelter(s) at the location(s) listed above in the frame color and roof style indicated below by the Sponsor. Requests for design changes after installation is completed or while installation is in progress will be the responsibility of and at the expense of the Sponsor. NJ TRANSIT's standard bus shelter is 5' X 10' in size.

(Select One.)

1. _____ Frame Color - Black (Pantone Black 5 U 2X) (Pemberton Style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

2. _____ Frame Color - Dark Green (Pantone 3435 C) (New Lisbon style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

3. _____ Frame Color - Black (Pantone Black 5 U 2X) (Ikea style as shown in brochure.)
Roof Style: Peaked.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

4. _____ Frame Color - Dark Green (Pantone 3435 C) (Trenton style as shown in brochure.)
Roof Style - Peaked.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

5. _____ Frame Color – Black (Pantone Black 5 U 2X) (Not shown on brochure, but similar to Passaic style.)
Roof Style - Barrel.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

6. _____ Frame Color - Dark Green (Pantone 3435 C) (Passaic style as shown in brochure.)
Roof Style - Barrel.
Roof Color: _____White or _____Tinted (Check one roof color.)
Panels: _____Glass or _____Metal Mesh (Check one panel type.)

ATTEST: SPONSOR:

_____ _____ _____
Clerk Director or Presiding Officer Date

COUNTY CONCURRING RESOLUTION

REQUESTING BUS SHELTER(S)

WHEREAS, NJ TRANSIT has funds for the purchase and installation of bus shelters throughout the State of New Jersey; and

WHEREAS, the County of Hudson in the interest of promoting public transportation, conservation of energy, air quality, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters for bus passengers on County Roads; and

Whereas, the City of Hoboken has requested by its resolution No. _____ dated _____ that New Jersey Transit install bus shelter(s) at certain location(s) within the municipality, and has executed an agreement with New Jersey Transit for this purpose;

NOW, THEREFORE, be it resolved, that the Hudson County Board of Chosen Freeholders concurs with the request by City of Hoboken to New Jersey Transit for the purchase and installation of 1 bus shelter(s); and

BE IT FURTHER RESOLVED, that the County Executive or Manager,_____, (name of Executive or Manager) is authorized to execute as Co-Sponsor, the agreement already endorsed by the _____(name of municipality) granting NJ TRANSIT, or its agent, permission to enter upon County right-of-way and install shelter(s) at the location(s) described in NJ TRANSIT's agreement with the _____ ___(name of municipality).

_____
Clerk of the Board

**Please Notarize**

TEMPLATE

# RESOLUTION

## REQUESTING BUS SHELTERS

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the **City of Hoboken,** in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, be it resolved, that the application is hereby made by the **City of Hoboken** to the New Jersey Transit Corporation for the purchase and installation of **1** bus shelter(s) as set forth in Exhibit A, made a part hereof.

FURTHER, be it resolved that the _____ and
(Mayor, Manager or Executive)

the _____ be authorized to execute an agreement or
(Municipal Clerk, Clerk of the Board, E.T.)

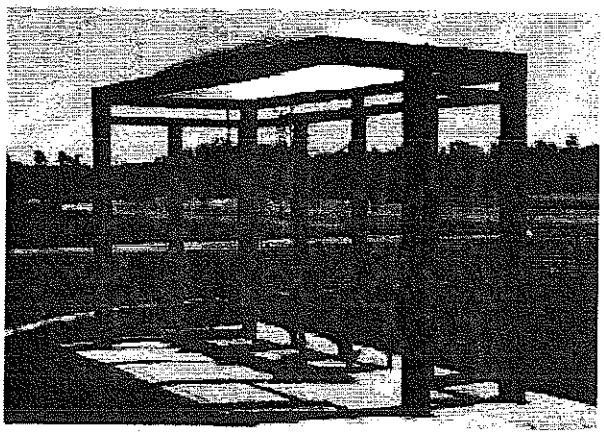
agreements with NJ Transit to arrange for the purchase and installation of the shelters.

**Please Notarize**

N:\Signs-shelters\SPE\AGREEMENTS\RESMUNICIPAL
11/8/06

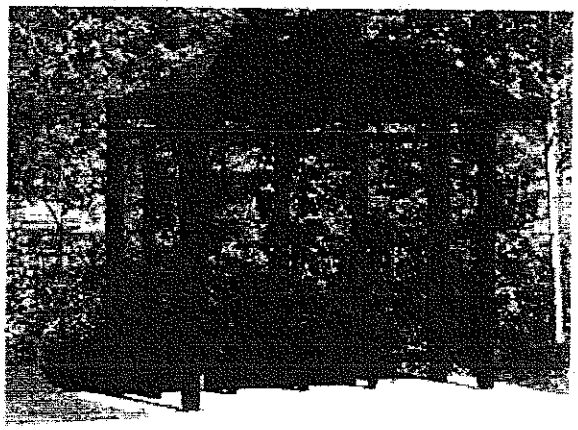
# N.J. TRANSIT BUS OPERATIONS INC.

**ONE PENN PLAZA EAST NEWARK, NEW JERSEY 07105**



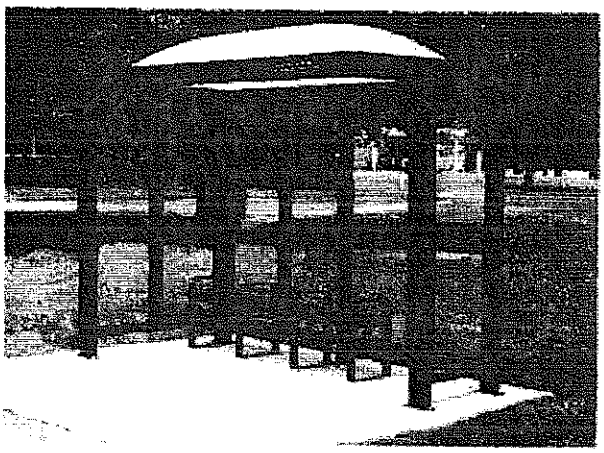
**PEMBERTON TOWNSHIP**

Frame Color - Black (Pantone Black 5 U 2x)
Roof Style - Dome  Roof Color - White



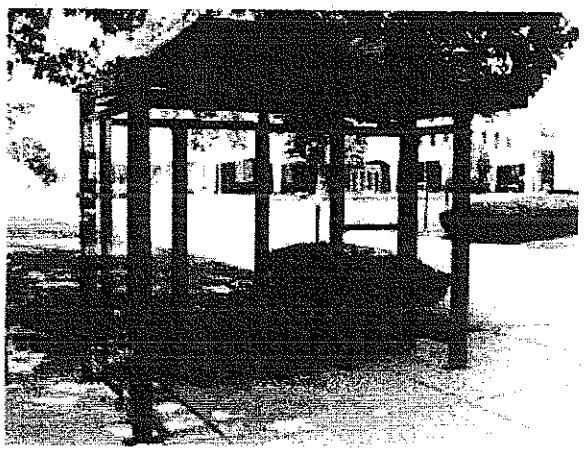
**IKEA PARAMUS, NJ**

Frame Color - Black (Pantone Black 5 U 2
Roof Style - Peaked
Roof Color - Tinted



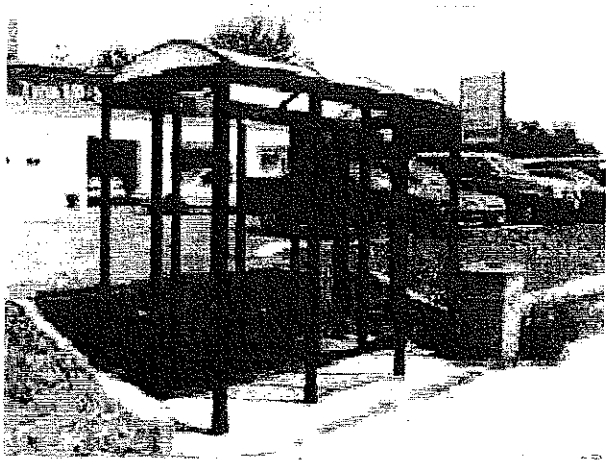
**NEW LISBON, NJ**

Frame Color - Dark Green (Pantone 3435 C)
Roof Style - Dome
Roof Color - White



**TRENTON BUS SHELTER**

Frame Color - Dark Green (Pantone 3435
Roof Style - Peaked
Roof Color - Tinted



**PASSAIC**

Frame Color - Dark Green
Roof Style - Barrel
Roof Color - White

July 2005

**Sponsored by:** _____

**Seconded by:** _____

CITY OF HOBOKEN

RESOLUTION NO. _____

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND THE OWNER OF BLOCK 192 LOT 14 (a/k/a 523 Garden Street) FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPETY**

**WHEREAS,** the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

**WHEREAS,** the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

**WHEREAS,** the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

**WHEREAS,** the City of Hoboken desires to grant to Joel and Marilyn Freiser, owners of Block 192 Lot 14, more commonly known as 523 Garden Street, Hoboken, such a license.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and Joel and Marilyn Freiser, owners of Block 192 Lot 14, more commonly known as 523 Garden Street, shall be subject and limited to the specifications included in Exhibit "A" (a letter and 5 pages of architectural drawings attached hereto);
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

**Meeting Date: September 5, 2012**

**Approved:** _____

**Quentin Wiest, Business Administrator**

**Approved as to Form:** _____

**Mellissa Longo, Corporation Counsel**

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Councilman Bhalla | | | | |
| Councilwoman Castellano | | | | |
| Councilwoman Giattino | | | | |
| Councilwoman Marsh | | | | |
| Councilwoman Mason | | | | |
| Councilman Mello | | | | |
| Councilman Occhipinti | | | | |
| Councilman Russo | | | | |
| President Cunningham | | | | |

# LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2012**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **JOEL AND MARILYN FREISER**, whose address is 523 Garden Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**)

## WITNESSETH

**WHEREAS,** the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Garden Street R.O.W. in Exhibit "A" attached hereto and by reference made a part hereof; and

**WHEREAS,** the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of refurbishing an entry stoop, stair, basement areaway, fence and sidewalk, and for the creation of a new planting bed in the courtyard at the Garden Street entrance of the building; and

**WHEREAS,** the area of encroachment shall not be increased, and there shall be no reduction in the width of sidewalk currently used for pedestrian egress; and

**WHEREAS,** in consideration of the license, the LICENSEE shall maintain said area in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain an entry stoop, stairs, basement areaway, fence and planting bed; and attain ingress and egress to and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

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

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

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

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

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

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area.

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

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**LICENSEE:** JOEL AND MARILYN FREISER, owners in fee of Block 192 Lot 14, more commonly known as 523 Garden Street, Hoboken, NJ.

Signed: _____
Joel Freiser, Owner, 523 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**EXHIBIT A**

Description of License Premises

*See Attached Letter from the Property Owner
and
Architectural Drawings of License Area and the Scope of Work*

*Six (6) Pages*

**Mr. and Mrs. Joel Freiser**
**523 Garden Street**
**Hoboken, NJ 07030**
Cell 201-920-0223
Email joel73@aol.com

July 24, 2012

Mr. Peter Cunningham, President
Hoboken City Council
Hoboken City Hall
Washington Street
Hoboken, NJ 07030

Re: Freiser Residence, 523 Garden Street, Hoboken, N.J.
Sidewalk Replacement, Stair Reconstruction and Planter Bed Installation
**Easement Request**

Dear Mr. Cunningham:

I am requesting consideration for an easement to create a planting bed in the front area of the property located at 523 Garden Street. I have submitted drawings indicating the scope of the proposed repairs for this area. To a large extent, the existing configuration will remain unchanged. The scope of the work is to rebuild the existing steps to address water infiltration from the open mortar joint, replacing the deteriorated cast stone treads with bluestone and install a new sidewalk and curb, providing a decorative brick band along the fence and the gate.

The portion of the proposed work differing from the existing configuration is the installation of a planting bed. It is bounded by the gate, the adjacent property and the retaining wall that creates an areaway for the basement windows. This area was excavated, under a separate permit, to remove an abandoned oil tank. The project will add a small garden to the entry of our house, eliminating a portion of the existing "hard" surfaces.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely yours,

Joel and Marilyn Freiser

Joel and Marilyn Freiser

Copy: Ana Sanchez, Architect

# GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ALL APPLICABLE BUILDING CODES, FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY REQUIREMENTS, AND THE BEST TRADE PRACTICES.

2. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FILE ALL REQUIRED CERTIFICATES OF INSURANCE WITH THE DEPARTMENT OF BUILDINGS, OBTAIN ALL REQUIRED PERMITS, AND PAY ALL FEES REQUIRED BY GOVERNING AGENCIES.

   A. CONTRACTOR SHALL PURCHASE AND MAINTAIN SUCH LIABILITY AND OTHER INSURANCE AS IS APPROPRIATE FOR THE WORK BEING PERFORMED AND FURNISHED AS WILL PROVIDE PROTECTION FROM CLAIMS SET FORTH BELOW WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S PERFORMANCE AND FURNISHING OF THE WORK AND CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, WHETHER IT IS TO BE PERFORMED OR FURNISHED BY CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY WORK, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

   B. SATISFACTORY CERTIFICATES OF INSURANCE SHALL BE FILED WITH THE OWNER PRIOR TO PERFORMING ANY WORK.

   C. THE CERTIFICATE SHALL STATE THAT TEN (10) DAYS NOTICE WILL BE GIVEN TO THE OWNER BEFORE ANY POLICY COVERED THEREBY SHALL BE CHANGED OR CANCELED.

3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING WORK, AND SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS TO THE ENGINEER.

4. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER CONSTRUCTION OF ANY PART OF THE WORK SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONDITIONS AND MATERIALS WITHIN THE PROPOSED CONSTRUCTION AREA.

   A. INSTALL ALL MATERIALS, EQUIPMENT, FIXTURES, AND ACCESSORIES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION'S AND RECOMMENDATIONS.

6. THE CONTRACTOR SHALL LAY OUT HIS OWN WORK AND PROVIDE ALL DIMENSIONS REQUIRED FOR OTHER TRADES (PLUMBING, ELECTRICAL, ETC.)

7. PLUMBING AND ELECTRICAL WORK SHALL BE PERFORMED BY PERSONS LICENSED IN THEIR TRADES,

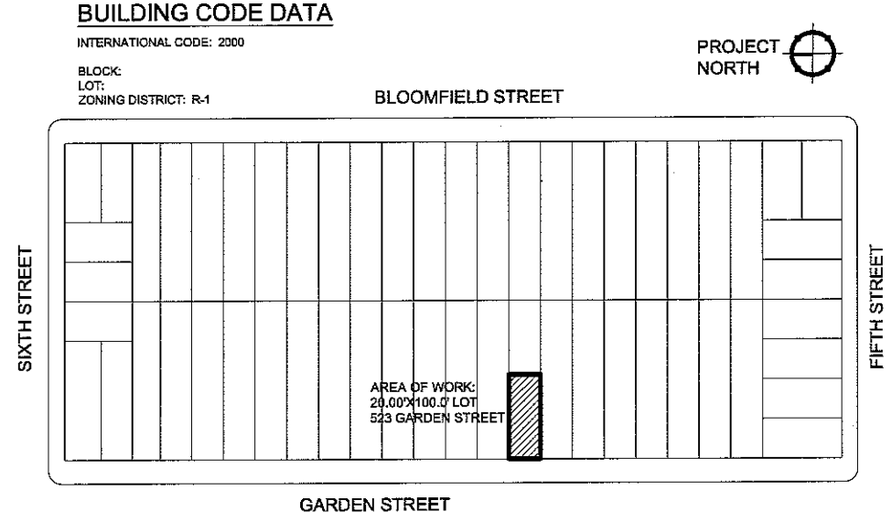
8. THE CONTRACTOR SHALL DO ALL CUTTING, PATCHING, REPAIRING AS REQUIRED TO PERFORM ALL OF THE WORK INDICATED ON THE DRAWINGS, AND ALL OTHER WORK THAT MAY BE REQUIRED TO FINISH THE JOB.

9. THE CONTRACTOR, UPON COMPLETION OF THE WORK, SHALL APPLY FOR CERTIFICATE OF OCCUPANCY, AND SHALL ARRANGE FOR DEPARTMENT OF BUILDINGS INSPECTIONS AND SIGN-OFFS REQUIRED TO OBTAIN A CERTIFICATE OF OCCUPANCY.

## BUILDING CODE DATA

INTERNATIONAL CODE: 2000

BLOCK:
LOT:
ZONING DISTRICT: R-1




SCOPE OF WORK: REPLACE EXISTING EXTERIOR STEPS AND SIDEWALK.
RESIDENTIAL, NO CHANGE IN PROPOSED USE.

FREISER RESIDENCE
523 GARDEN STREET
REBUILD FRONT STEPS
HOBOKEN NEW JERSEY


ARCHITECT

Ana Sanchez, AIA
104 Bloomfield Street
Hoboken, NJ 07030
Tel: 201-656-4840
Fax: 201-656-4841
ams-arch@att.net


| NO. | ISSUED FOR | DATE |
|---|---|---|
| 2 | BLDG. DEPT. REVIEW | 07/12/12 |
| 1 | ZONING REVIEW | 07/10/12 |

REVISIONS

DRAWING TITLE:

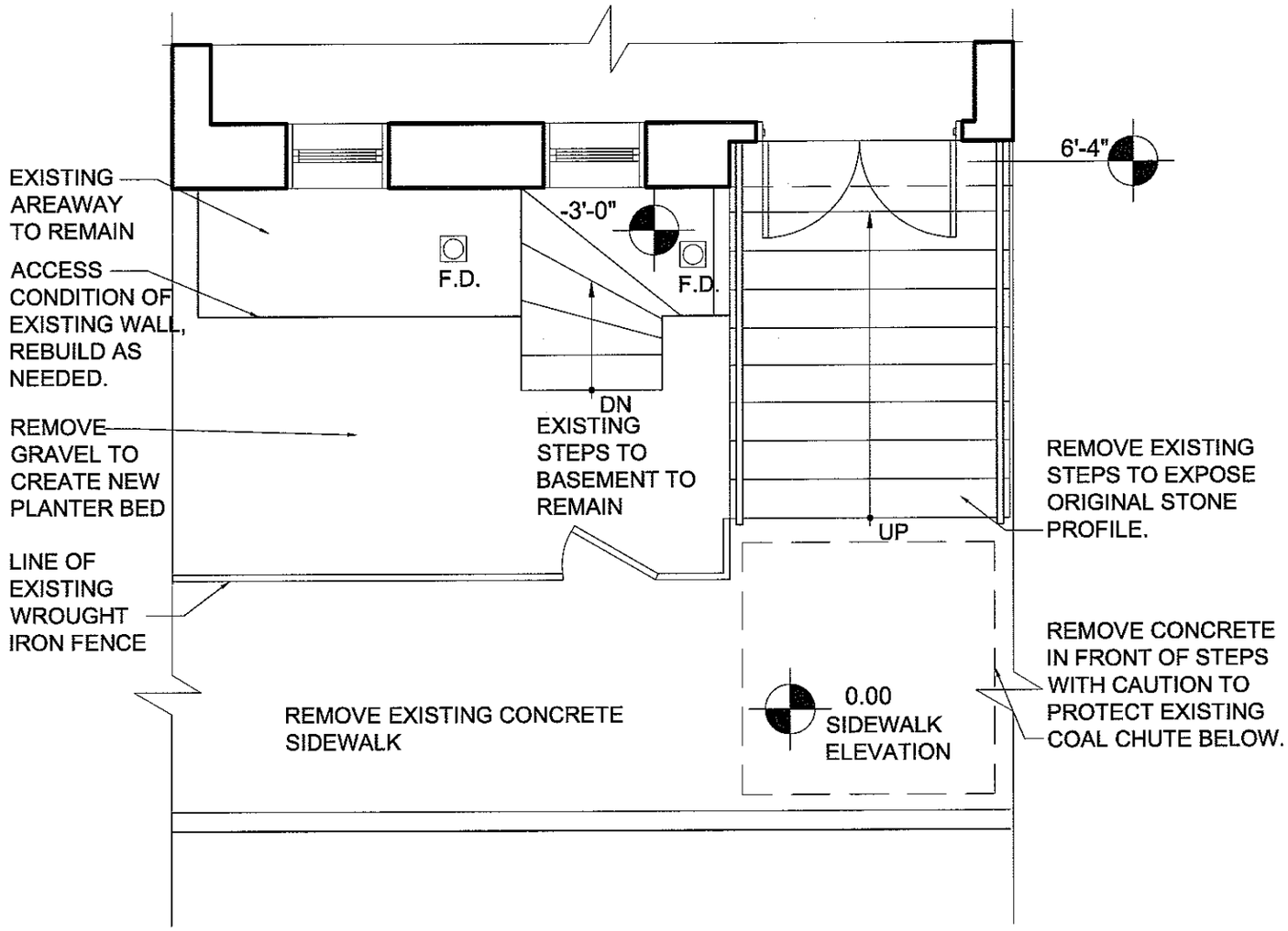
PLOT PLAN AND NOTES

SCALE AS NOTED

ARCH SEAL:

SHEET NO.: SK-1

NOTES | 2 | PLOT PLAN




EXISTING FRONT YARD PLAN: DEMO

SCALE: 1/4"- 1'-0"

FREISER RESIDENCE
523 GARDEN STREET
REBUILD FRONT STEPS
HOBOKEN NEW JERSEY


ARCHITECT

Ana Sanchez, AIA
104 Bloomfield Street
Hoboken, NJ 07030
Tel: 201-656-4840
Fax: 201-656-4841
ams-arch@att.net


| NO. | ISSUED FOR | DATE |
|---|---|---|
| 2 | BLDG. DEPT. REVIEW | 07/12/12 |
| 1 | ZONING REVIEW | 07/10/12 |

REVISIONS

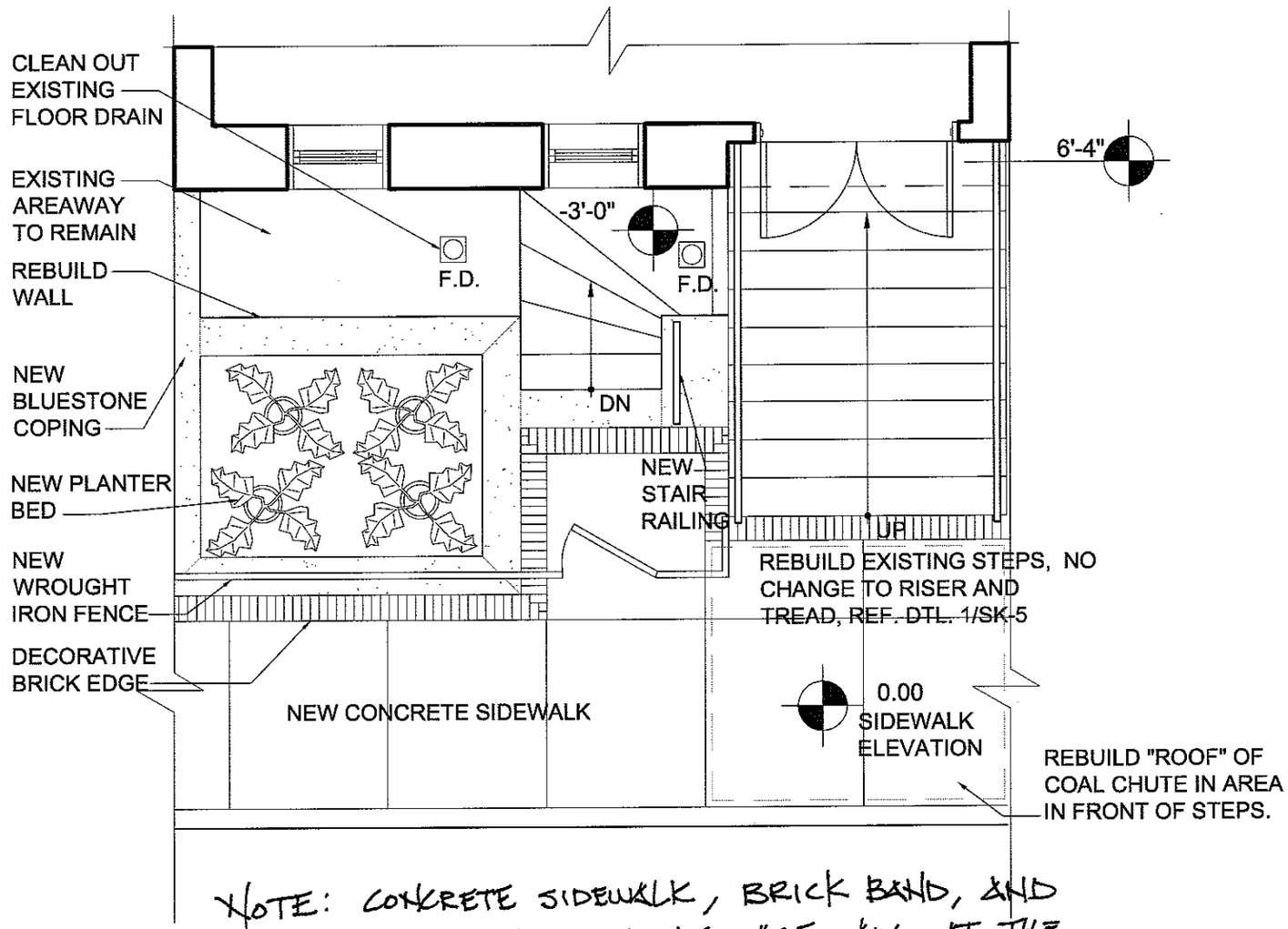
DRAWING TITLE:

DEMO PLAN

SCALE AS NOTED

ARCH SEAL:

SHEET NO.: SK-2




NOTE: CONCRETE SIDEWALK, BRICK BAND, AND BLUESTONE COPING ARE ALL AT THE SAME LEVEL. (i.e. FLUSH)

PROPOSED FRONT YARD PLAN

SCALE: 1/4"- 1'-0"

FREISER RESIDENCE
523 GARDEN STREET
REBUILD FRONT STEPS
HOBOKEN NEW JERSEY


ARCHITECT

Ana Sanchez, AIA
104 Bloomfield Street
Hoboken, NJ 07030
Tel: 201-656-4840
Fax: 201-656-4841
ams-arch@att.net


| NO. | ISSUED FOR | DATE |
|---|---|---|
| 2 | BLDG. DEPT. REVIEW | 07/12/12 |
| 1 | ZONING REVIEW | 07/10/12 |

REVISIONS

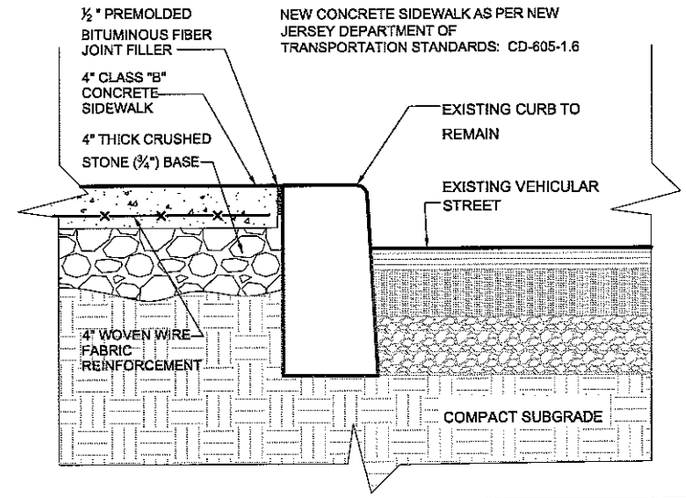
DRAWING TITLE:

PLAN

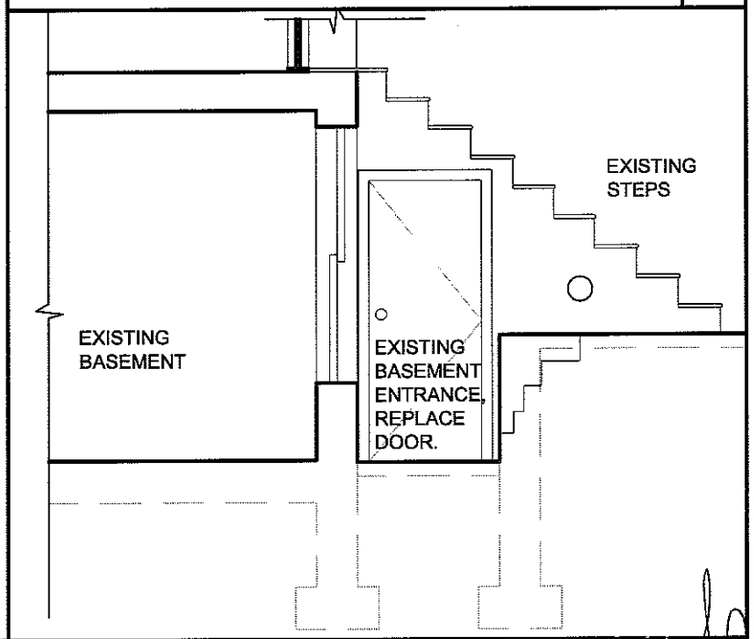
SCALE AS NOTED

ARCH SEAL:

SHEET NO.: SK-3




SIDEWALK DTL. SCALE: 3/4"- 1'-0" 2




DIAGRAMATIC SECTION SCALE: 1/4"- 1'-0" 1

FREISER RESIDENCE
523 GARDEN STREET
REBUILD FRONT STEPS
HOBOKEN NEW JERSEY


ARCHITECT

Ana Sanchez, AIA
104 Bloomfield Street
Hoboken, NJ 07030
Tel: 201-656-4840
Fax: 201-656-4841
ams-arch@att.net


| NO. | ISSUED FOR | DATE |
|---|---|---|
| 2 | BLDG. DEPT. REVIEW | 07/12/12 |
| 1 | ZONING REVIEW | 07/10/12 |

REVISIONS

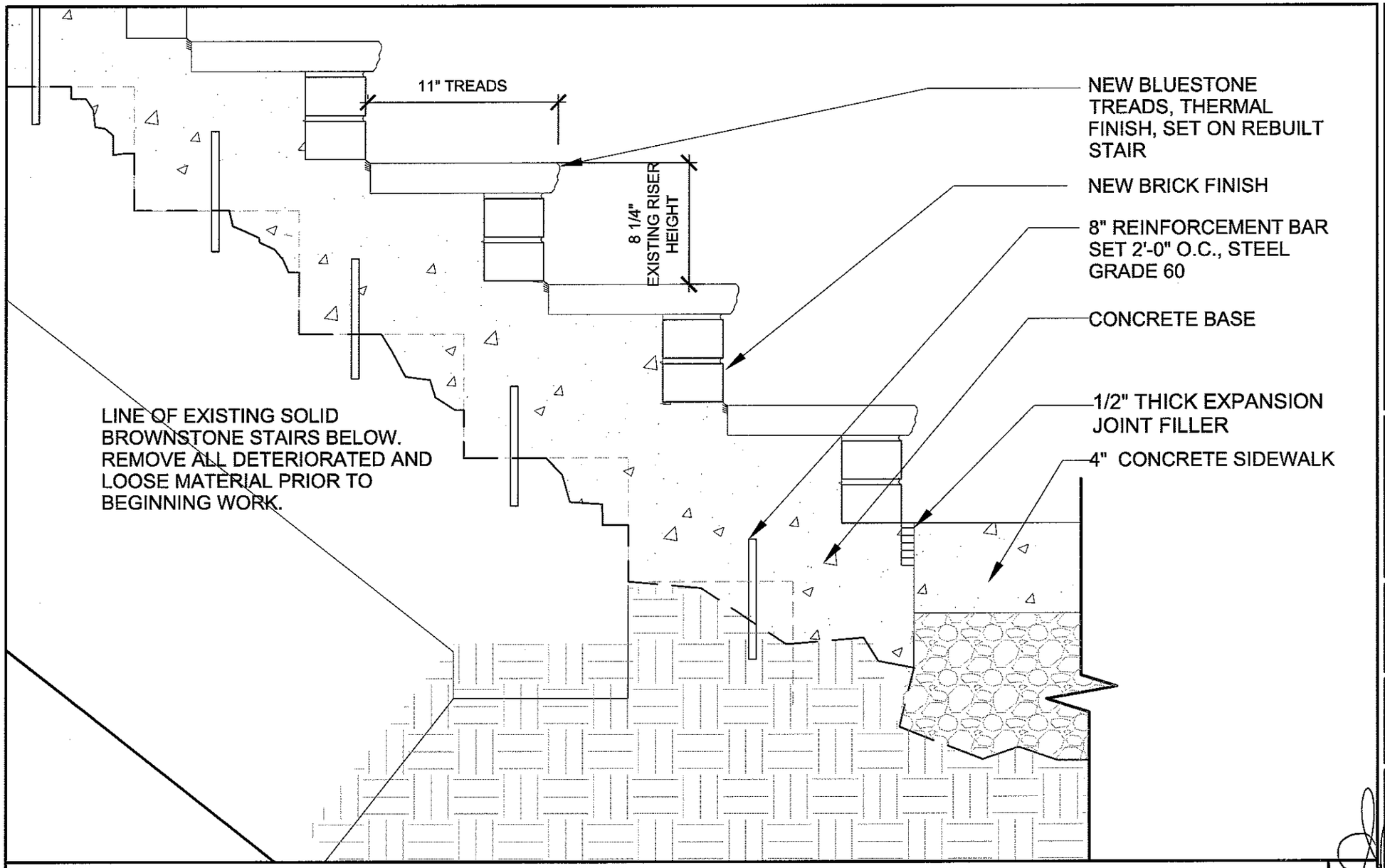
DRAWING TITLE:

DETAILS AND ELEVATION

SCALE AS NOTED

ARCH SEAL:

SHEET NO.: SK-4




STAIR SECTION

SCALE: 1 1/2""- 1'-0"

1

FREISER RESIDENCE

523 GARDEN STREET

REBUILD FRONT STEPS

HOBOKEN NEW JERSEY


ARCHITECT

Ana Sanchez, AIA
104 Bloomfield Street
Hoboken, NJ 07030
Tel: 201-656-4840
Fax: 201-656-4841
ams-arch@att.net


| NO. | ISSUED FOR | DATE |
|---|---|---|
| 2 | BLDG. DEPT. REVIEW | 07/12/12 |
| 1 | ZONING REVIEW | 07/10/12 |

REVISIONS

DRAWING TITLE:

STEP DETAIL

SCALE AS NOTED

ARCH SEAL:

SHEET NO.:

SK-5

**Sponsored by:** _____

**Seconded by:** _____

**CITY OF HOBOKEN**

**RESOLUTION NO. _____**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND THE OWNER OF BLOCK 180 LOT 4 (a/k/a 507 Park Avenue) FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPETY**

**WHEREAS,** the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

**WHEREAS,** the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the urban landscape; and

**WHEREAS,** the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

**WHEREAS,** the City of Hoboken desires to grant to 507 Park Avenue Condominium Association, owners of Block 180 Lot 4, more commonly known as 507 Park Avenue, such a license.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and 507 Park Avenue Condominium Association, owners of Block 180 Lot 4, more commonly known as 507 Park Avenue, shall be subject and limited to the specifications included in Exhibit "A" (1 page survey attached hereto);
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

**Meeting Date: September 5, 2012**

**Approved:**

_____

**Quentin Wiest, Business Administrator**

**Approved as to Form:**

_____

**Mellissa Longo, 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 | | | | |

# LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2012**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **507 PARK AVENUE CONDOMINIUM ASSOCIATION**, whose address is 507 Park Avenue, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**)

## WITNESSETH

**WHEREAS,** the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Park Avenue R.O.W. in Exhibit "A" attached hereto and by reference made a part hereof; and

**WHEREAS,** the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of reconstructing an entry stoop, stair, and railing at the Park Avenue entrance of the building, increasing the projection of the stoop, into the public right-of-way, from 8.5' to 9.3'; and

**WHEREAS,** the change in projection is needed in order to improve the safety of the egress and make the stairs compliant with current Uniform Construction Code standards; and

**WHEREAS,** in consideration of the license, the LICENSEE shall maintain said area in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain an entry stoop, stairs, and railing; and attain ingress and egress to and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

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

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

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

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

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

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area.

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

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

**LICENSOR:** (the City of Hoboken, on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**LICENSEE:** 507 Park Avenue Condominium Association, owners in fee of Block 180 Lot 4, more commonly known as 507 Park Avenue, Hoboken, NJ.

Signed: _____
Jane Sumner, Agent for 507 Park Avenue Condominium Association

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**EXHIBIT A**

Description of License Premises

*See Attached Property Survey *

*One (1) Page*

P.L. CAULFIELD, JR.
N.J. LIC.NO. 16757

JOSEPH T. CAULFIELD
N.J. LIC.NO. 37579

# CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYOR
132 MADISON STREET
HOBOKEN, N.J. 07030

TELEPHONE (201) 792-0445
FAX (201) 792-7714

JOB NO. .....

Beginning at a point the following distances from the intersection formed by the northerly line of Fifth Street with the easterly line of Park Avenue:

a) N–13°–04'–E and along the easterly line of Park Avenue, a distance of 68.00 feet to a point, thence

b) N–76°–56'–W and parallel to Fifth Street, and onto the R.O.W. of Park Avenue, a distance of 8.50 feet to a point of the beginning and running thence:

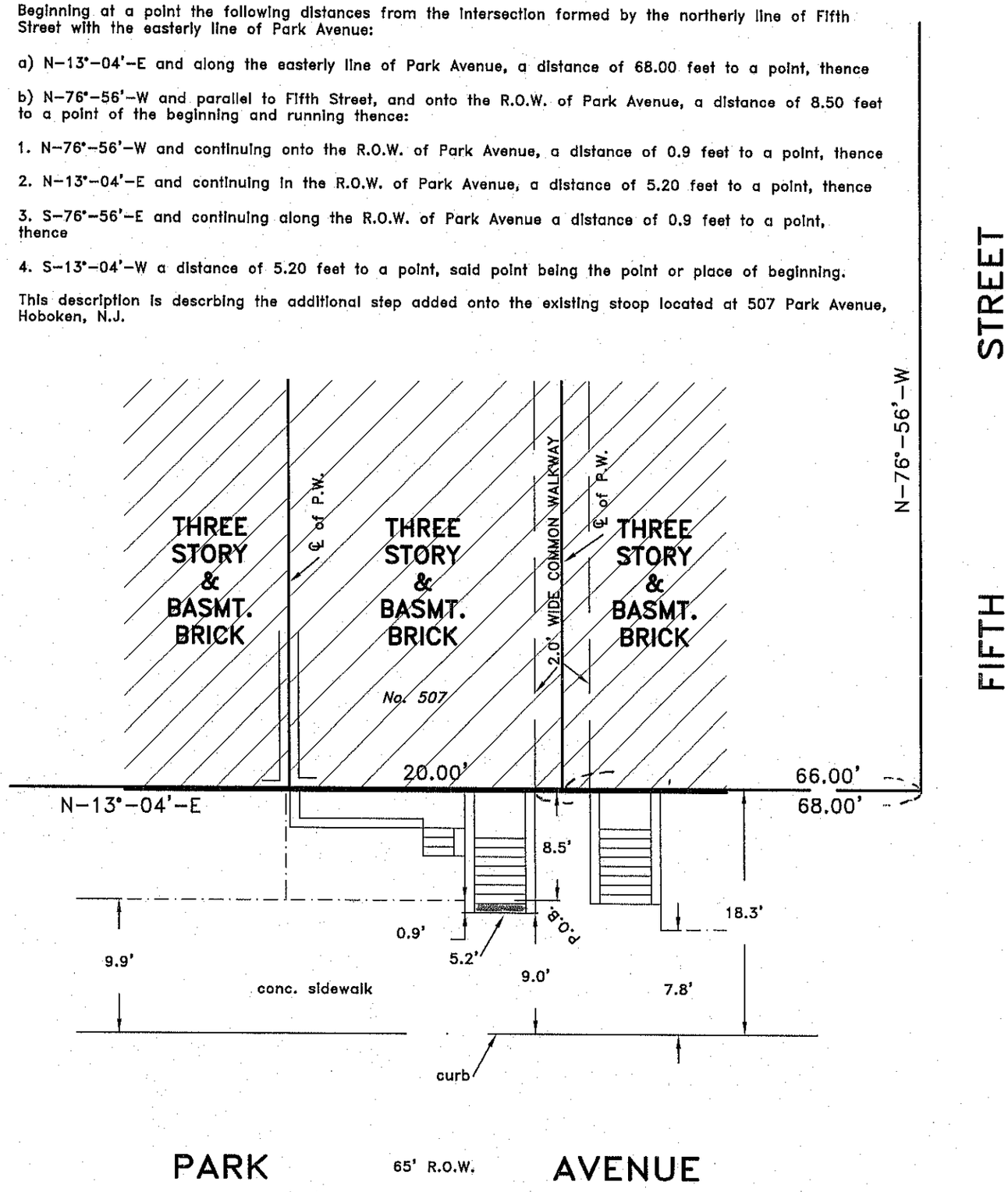
1. N–76°–56'–W and continuing onto the R.O.W. of Park Avenue, a distance of 0.9 feet to a point, thence

2. N–13°–04'–E and continuing in the R.O.W. of Park Avenue, a distance of 5.20 feet to a point, thence

3. S–76°–56'–E and continuing along the R.O.W. of Park Avenue a distance of 0.9 feet to a point, thence

4. S–13°–04'–W a distance of 5.20 feet to a point, said point being the point or place of beginning.

This description is describing the additional step added onto the existing stoop located at 507 Park Avenue, Hoboken, N.J.




## SKETCH FRONTING PROPERTY

LOCATED AT .....507 PARK AVENUE.....
.....HOBOKEN, HUDSON CO., N.J.....

BLOCK ....180....
LOT ....4....
DATE ....JUNE 25, 2012....
SCALE 1 INCH = 10 FEET

A written "Waiver and Direction Not to Set Corner Markers," has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 13:40-5.1(d).

THIS SURVEY IS NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION. IT IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. THE CERTIFICATION IS MADE ONLY TO THE PARTIES NAMED HEREON, AND IS NONTRANSFERABLE. BEARINGS ARE RELATIVE.

P.L. Caulfield

P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO. 16757

Introduced by:_____
Seconded by:_____

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

**RESOLUTION AWARDING A CONTRACT TO SCAFAR CONTRACTING, INC. FOR THE CASTLE POINT & SINATRA PARK WATERFRONT WALKWAY RECONSTRUCTION IN ACCORDANCE WITH THE CITY'S BID NO. 12-08 IN THE TOTAL AMOUNT OF $9,638,786.25**

**WHEREAS**, bids were received for services to reconstruct Castle Point & Sinatra Park, as specified in Bid Number 12-08; and,

**WHEREAS**, six (6) bids were received:

| VENDOR | TOTAL AMOUNT PROPOSED |
|---|---|
| Scafar Contracting, Inc.<br>Newark, New Jersey | $9,638,786.25 |
| Trevcon, Inc.<br>Liberty Corner, New Jersey | $10,284,741.00 |
| EIC Associates, Inc.<br>Springfield, New Jersey | $11,531,585.00 |
| Anselmi and DeCicco<br>Maplewood, New Jersey | $12,717,430.00 |
| Bird Construction<br>Bayville, New Jersey | $12,744,375.40 |
| D'Onofrio General Contractors<br>Brooklyn, New York | $16,805,990.75 |

**WHEREAS**, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 12-08, and Scafar Contracting,, Inc. submitted the lowest, responsible, responsive bid in the amount of $9,638,786.25; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $9,638,786.25 is available in the following appropriations** C-04-60-709-210 **and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed: _____, George DeStefano, CFO**
**Dated: _____**

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

A. This resolution awards a contract to Scafar Contracting, Inc. for Bid No. 12-08, in the total amount of Nine Million Six Hundred Thirty-Eight Thousand Seven Hundred Eighty-Six Dollars and Twenty-Five Cents ($9,638,786.25), for the City's reconstruction of Castle Point & Sinatra Park Waterfront Walkway, to be provided by Scafar Contracting, Inc. in accordance with the specifications as set forth in Bid No. 12-08.

B. If the contract, as provided by the City of Hoboken, is not executed by Scafar Contracting, Inc. within 21 days of award, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.

C. The contract shall be in accordance with the terms of the specifications and Scafar Contracting, Inc.'s corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendation; therefore, none will be accepted in performing obligations under the bid.

D. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Scafar Contracting, Inc. for said purchase and sale.

E. This resolution shall take effect immediately upon passage.

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa Longo
Corporation Counsel

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

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

August 31, 2012

Mr. Quentin Wiest
City Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ

Re: Bid No. 12-08 Castle Point & Sinatra Park
Waterfront Walkway Reconstruction
City of Hoboken
Hudson County, New Jersey
Our File No. HO-420A

Dear Administrator Wiest:

On August 8, 2012, the City of Hoboken (City) received six (6) bids for the *Castle Point & Sinatra Park Waterfront Walkway Reconstruction* project. As you are aware, the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the three (3) lowest bids.

| **Bidder** | **Bid Amount** |
|---|---|
| Scafar Contracting, Inc.<br>225 Pacific Street<br>Newark, New Jersey 07114 | $9,638,786.25 Base Bid Price |
| Trevcon Construction Co., Inc.<br>30 Church Street<br>Liberty Corner, New Jersey 07938 | $10,284,741.00Base Bid Price |
| EIC Associates, Inc.<br>140 Mountain Avenue<br>Springfield, New Jersey 07081 | $11,531,585.00 Base Bid Price |

The remaining three (3) bidders submitted base bid prices ranging from $12,717,375.40 to $16,805,990.75. A summary of all bids received is attached, as well as a tabulation of unit costs for all six (6) bidders. Boswell McClave Engineering reviewed the bid documentation submitted by the three apparent low bidders and provides the following comments.

Bid Documentation

***Scafar Contracting, Inc.***

Scafar Contracting, Inc. appears to have a complete submission.

***Trevcon Construction Co., Inc.***

Trevcon Construction Co., Inc. appears to have a complete submission.

***EIC Associates,, Inc.***

EIC Associates, Inc. appears to have a complete submission.

Low Bid

Scafar Contracting, Inc submitted the apparent lowest responsible bid in the amount of $9,638,786.25.

Recommendation

It is our understanding that the City of Hoboken has adequate funding to award this project. Therefore, Boswell McClave Engineering recommends that this contract be awarded to Scafar Contracting Inc. in the amount of $9,638,786.25.

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

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

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JP/jp
Attachment

cc: Melissa Longo, Interim Corporation Counsel
Al Dineros, QPA, Hoboken Purchasing Department
Michael Nannini, Boswell Engineering

120808REML1_Re bid Recommendation Letter.doc

BOSWELL ENGINEERING
EST. 1924

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

# BID SUMMARY
## BID NO. 12-08 CASTLE POINT AND SINATRA PARK
## WATERFRONT WALKWAY RECONSTRUCTION
## CITY OF HOBOKEN, HUDSON COUNTY, NJ
## OUR FILE NO. HO-420A - RE-BID

BID DATE: August 9, 2012 TIME: 11:00 AM

| ITEM NO. | DESCRIPTION | PAY UNIT | QUANTITY | Scafar Contracting<br>225 Pacific Street<br>Newark, NJ 07114<br>Phone: 973-465-1279<br>Fax: 973-465-5286 | | Trevcon Construction<br>30 Church Street, P.O. Box 08011<br>Liberty Corner, NJ 07938 | | EIC Associates<br>140 Mountain Avenue<br>Springfield, NJ 07081 | | Anselmi and DeCicco<br>1977 Springfield Avenue<br>Maplewood, NJ 07040 | | Bird Construction<br>105 Harbor Inn Road<br>Bayville, New Jersey 08721 | | D'Onofrio General Contractors<br>202 28th Street<br>Brooklyn, NY 11232 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| | BASE BID | | | | | | | | | | | | | | |
| 1 | Performance and Payment Bond | L.S. | 1 | $ 75,000.00 | $ 75,000.00 | $ 86,000.00 | $ 86,000.00 | $ 75,000.00 | $ 75,000.00 | $ 75,000.00 | $ 75,000.00 | $ 125,000.00 | $ 125,000.00 | $ 305,000.00 | $ 305,000.00 |
| 2 | Mobilization | L.S. | 1 | $ 407,000.00 | $ 407,000.00 | $ 370,000.00 | $ 370,000.00 | $ 1,000,000.00 | $ 1,000,000.00 | $ 1,200,000.00 | $ 1,200,000.00 | $ 1,992,700.00 | $ 1,992,700.00 | $ 323,880.00 | $ 323,880.00 |
| 3 | Field Office Type C Setup | UNIT | 1 | $ 38,809.00 | $ 38,809.00 | $ 12,000.00 | $ 12,000.00 | $ 40,000.00 | $ 40,000.00 | $ 100,000.00 | $ 100,000.00 | $ 8,595.00 | $ 8,595.00 | $ 89,000.00 | $ 89,000.00 |
| 4 | Field Office Type C Maintenance | Month | 12 | $ 2,329.00 | $ 27,948.00 | $ 2,100.00 | $ 25,200.00 | $ 450.00 | $ 5,400.00 | $ 3,500.00 | $ 42,000.00 | $ 888.00 | $ 10,656.00 | $ 8,600.00 | $ 103,200.00 |
| 5 | Soil Erosion and Sediment Control Measures | L.S. | 1 | $ 32,347.00 | $ 32,347.00 | $ 40,000.00 | $ 40,000.00 | $ 12,000.00 | $ 12,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,083.00 | $ 15,083.00 | $ 112,000.00 | $ 112,000.00 |
| 6 | Maintenance and Protection of Traffic | L.S. | 1 | $ 14,119.00 | $ 14,119.00 | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 10,000.00 | $ 15,000.00 | $ 15,000.00 | $ 5,500.00 | $ 5,500.00 | $ 114,000.00 | $ 114,000.00 |
| 7 | Allowance for Police Traffic Directors | Allow | 1 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| 8 | Clearing Site (Castle Point) | L.S. | 1 | $ 88,690.00 | $ 88,690.00 | $ 75,000.00 | $ 75,000.00 | $ 15,000.00 | $ 15,000.00 | $ 25,000.00 | $ 25,000.00 | $ 223,300.00 | $ 223,300.00 | $ 58,000.00 | $ 58,000.00 |
| 9 | Clearing Site (Sinatra Field) | L.S. | 1 | $ 106,017.00 | $ 106,017.00 | $ 100,000.00 | $ 100,000.00 | $ 100,000.00 | $ 100,000.00 | $ 25,000.00 | $ 25,000.00 | $ 173,682.00 | $ 173,682.00 | $ 1,023,000.00 | $ 1,023,000.00 |
| 10 | Clearing Site, Structure (Timber Deck, Castle Point) | L.S. | 1 | $ 9,631.00 | $ 9,631.00 | $ 50,000.00 | $ 50,000.00 | $ 5,000.00 | $ 5,000.00 | $ 150,000.00 | $ 150,000.00 | $ 47,224.00 | $ 47,224.00 | $ 11,000.00 | $ 11,000.00 |
| 11 | Clearing Site, Structure (Timber Deck, Sinatra Park) | L.S. | 1 | $ 28,522.00 | $ 28,522.00 | $ 50,000.00 | $ 50,000.00 | $ 140,000.00 | $ 140,000.00 | $ 250,000.00 | $ 250,000.00 | $ 770,000.00 | $ 770,000.00 | $ 231,000.00 | $ 231,000.00 |
| 12 | Clearing Site, Structure (Seawall) | L.S. | 1 | $ 180,883.00 | $ 180,883.00 | $ 100,000.00 | $ 100,000.00 | $ 320,000.00 | $ 320,000.00 | $ 250,000.00 | $ 250,000.00 | $ 333,875.00 | $ 333,875.00 | $ 314,000.00 | $ 314,000.00 |
| 13 | Clearing Site, Structure (Collapsed Seawall) | L.S. | 1 | $ 78,954.00 | $ 78,954.00 | $ 150,000.00 | $ 150,000.00 | $ 200,000.00 | $ 200,000.00 | $ 400,000.00 | $ 400,000.00 | $ 129,400.00 | $ 129,400.00 | $ 259,000.00 | $ 259,000.00 |
| 14 | Clearing Site, Structure (Remive Piles to Mud Line) | L..S. | 2,200 | $ 10.50 | $ 23,100.00 | $ 250.00 | $ 550,000.00 | $ 50.00 | $ 110,000.00 | $ 25.00 | $ 55,000.00 | $ 5.00 | $ 11,000.00 | $ 342.00 | $ 752,400.00 |
| 15 | Clearing Site, Structure (Extract Piles) | L.S. | 45 | $ 676.00 | $ 30,420.00 | $ 600.00 | $ 27,000.00 | $ 800.00 | $ 36,000.00 | $ 2,000.00 | $ 90,000.00 | $ 950.00 | $ 42,750.00 | $ 260.00 | $ 11,700.00 |
| 16 | Excsvation, Unclassified | C.Y. | 4,150 | $ 32.00 | $ 132,800.00 | $ 60.00 | $ 249,000.00 | $ 45.00 | $ 186,750.00 | $ 15.00 | $ 62,250.00 | $ 53.00 | $ 219,950.00 | $ 140.00 | $ 581,000.00 |
| 17 | Excavation, Regulated Materials | C.Y. | 10,500 | $ 25.50 | $ 267,750.00 | $ 15.00 | $ 157,500.00 | $ 18.00 | $ 189,000.00 | $ 15.00 | $ 157,500.00 | $ 64.00 | $ 672,000.00 | $ 28.00 | $ 294,000.00 |
| 18 | Disposal of Regulated Materials, Soil | Allow | 1 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 | $ 1,134,000.00 |
| 19 | Disposal of Regulated Materials, Timber | Allow | 1 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 |
| 20 | I-14 Soil Aggregate | C.Y. | 3,200 | $ 30.50 | $ 97,600.00 | $ 50.00 | $ 160,000.00 | $ 30.00 | $ 96,000.00 | $ 75.00 | $ 240,000.00 | $ 40.00 | $ 128,000.00 | $ 70.00 | $ 224,000.00 |
| 21 | Lightweight Aggregate Fill | C.Y. | 400 | $ 251.00 | $ 100,400.00 | $ 95.00 | $ 38,000.00 | $ 80.00 | $ 32,000.00 | $ 100.00 | $ 40,000.00 | $ 125.00 | $ 50,000.00 | $ 91.00 | $ 36,400.00 |
| 22 | Temporary Cofferdam | L.S. | 1 | $ 657,742.00 | $ 657,742.00 | $ 210,000.00 | $ 210,000.00 | $ 585,000.00 | $ 585,000.00 | $ 250,000.00 | $ 250,000.00 | $ 390,700.00 | $ 390,700.00 | $ 1,500,000.00 | $ 1,500,000.00 |
| 23 | Furnishing Equipment for Driving Piles | L.S. | 1 | $ 86,490.00 | $ 86,490.00 | $ 905,000.00 | $ 905,000.00 | $ 100,000.00 | $ 100,000.00 | $ 500,000.00 | $ 500,000.00 | $ 110,750.00 | $ 110,750.00 | $ 430,000.00 | $ 430,000.00 |
| 24 | Test Piles, Driven, 10" Diameter | L.F. | 246 | $ 93.00 | $ 22,878.00 | $ 91.00 | $ 22,386.00 | $ 160.00 | $ 39,360.00 | $ 150.00 | $ 36,900.00 | $ 97.00 | $ 23,862.00 | $ 200.00 | $ 49,200.00 |
| 25 | Test Piles, Driven, 18" Diameter | L.F. | 300 | $ 94.50 | $ 28,350.00 | $ 140.00 | $ 42,000.00 | $ 120.00 | $ 36,000.00 | $ 200.00 | $ 60,000.00 | $ 275.00 | $ 82,500.00 | $ 190.00 | $ 57,000.00 |
| 26 | Dynamic Pile Load Test | UNIT | 6 | $ 3,437.00 | $ 20,622.00 | $ 3,700.00 | $ 22,200.00 | $ 6,000.00 | $ 36,000.00 | $ 3,000.00 | $ 18,000.00 | $ 7,900.00 | $ 47,400.00 | $ 5,000.00 | $ 30,000.00 |
| 27 | Cast-In-Place Concrete Pile, Driven, 10" Diameter | L.F. | 3,375 | $ 56.00 | $ 189,000.00 | $ 70.00 | $ 236,250.00 | $ 60.00 | $ 202,500.00 | $ 85.00 | $ 286,875.00 | $ 66.00 | $ 222,750.00 | $ 121.41 | $ 409,758.75 |
| 28 | Cast-In-Place Concrete Pile, Furnished, 18" Dia. | L.F. | 3,540 | $ 106.00 | $ 375,240.00 | $ 40.00 | $ 141,600.00 | $ 200.00 | $ 708,000.00 | $ 70.00 | $ 247,800.00 | $ 75.00 | $ 265,500.00 | $ 150.00 | $ 531,000.00 |
| 29 | Cast-In-Place Concrete Pile, Driven, 18" Diameter | L.F. | 9,300 | $ 104.00 | $ 967,200.00 | $ 50.00 | $ 465,000.00 | $ 100.00 | $ 930,000.00 | $ 120.00 | $ 1,116,000.00 | $ 97.00 | $ 902,100.00 | $ 95.00 | $ 883,500.00 |
| 30 | Reinforcement Steel, Epoxy Coated | LBS. | 87,000 | $ 1.85 | $ 160,950.00 | $ 0.70 | $ 60,900.00 | $ 2.00 | $ 174,000.00 | $ 2.00 | $ 174,000.00 | $ 1.70 | $ 147,900.00 | $ 3.00 | $ 261,000.00 |
| 31 | Concrete Pile Cap | C.Y. | 390 | $ 711.00 | $ 277,290.00 | $ 1,700.00 | $ 663,000.00 | $ 1,400.00 | $ 546,000.00 | $ 4,500.00 | $ 1,755,000.00 | $ 280.00 | $ 109,200.00 | $ 1,200.00 | $ 468,000.00 |
| 32 | Concrete Sheet Pile Cap | C.Y. | 50 | $ 1,732.00 | $ 86,600.00 | $ 3,200.00 | $ 160,000.00 | $ 1,400.00 | $ 70,000.00 | $ 4,000.00 | $ 200,000.00 | $ 2,790.00 | $ 139,500.00 | $ 1,200.00 | $ 60,000.00 |

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

# BID SUMMARY
## BID NO. 12-08 CASTLE POINT AND SINATRA PARK
## WATERFRONT WALKWAY RECONSTRUCTION
## CITY OF HOBOKEN, HUDSON COUNTY, NJ
## OUR FILE NO. HO-420A - RE-BID

BID DATE: July 31, 2012 TIME: 11:00 AM

| | | | | Scafar Contracting<br>225 Pacific Street<br>Newark, NJ 07114<br>Phone: 973-465-1279<br>Fax: 973-465-5286 | | Trevon Construction<br>30 Church Street, P.O. Box 08011<br>Liberty Corner, NJ 07938 | | IEC Associates<br>140 Mountain Avenue<br>Springfield, NJ 07081 | | Anselmi and DeCicco<br>1977 Springfield Avenue<br>Maplewood, NJ 07040 | | Bird Construction<br>105 Harbor Inn Road<br>Bayville, New Jersey 08721 | | D'Onofrio General Contractors<br>202 28th Street<br>Brooklyn, NY 11232 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | PAY UNIT | QUANTITY | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| 33 | Concrete Deck | C.Y. | 65 | $ 1,336.00 | $ 86,840.00 | $ 2,600.00 | $ 169,000.00 | $ 1,700.00 | $ 110,500.00 | $ 5,000.00 | $ 325,000.00 | $ 1,115.00 | $ 72,475.00 | $ 700.00 | $ 45,500.00 |
| 34 | Concrete Sea Wall | C.Y. | 115 | $ 1,151.00 | $ 132,365.00 | $ 1,200.00 | $ 138,000.00 | $ 2,700.00 | $ 310,500.00 | $ 1,000.00 | $ 115,000.00 | $ 560.00 | $ 64,400.00 | $ 1,500.00 | $ 172,500.00 |
| 35 | Concrete Sports Light Footing | UNIT | 2 | $ 26,442.00 | $ 52,884.00 | $ 8,000.00 | $ 16,000.00 | $ 15,000.00 | $ 30,000.00 | $ 18,000.00 | $ 36,000.00 | $ 111,600.00 | $ 223,200.00 | $ 17,000.00 | $ 34,000.00 |
| 36 | Precast Concrete Slab Beam, 4' Wide | L.F. | 5,258 | $ 190.00 | $ 999,020.00 | $ 170.00 | $ 893,860.00 | $ 200.00 | $ 1,051,600.00 | $ 150.00 | $ 788,700.00 | $ 224.00 | $ 1,177,792.00 | $ 75.00 | $ 394,350.00 |
| 37 | Precast Concrete Slab Beam, 5' Wide | L.F. | 979 | $ 227.00 | $ 222,233.00 | $ 190.00 | $ 186,010.00 | $ 250.00 | $ 244,750.00 | $ 190.00 | $ 186,010.00 | $ 224.00 | $ 219,296.00 | $ 48.00 | $ 46,992.00 |
| 38 | Installation Architectural Railing | L.F. | 660 | $ 26.50 | $ 17,490.00 | $ 30.00 | $ 19,800.00 | $ 120.00 | $ 79,200.00 | $ 20.00 | $ 13,200.00 | $ 95.70 | $ 63,162.00 | $ 131.00 | $ 86,460.00 |
| 39 | Fabricate Architectural Railing | L.F. | 280 | $ 338.00 | $ 94,640.00 | $ 375.00 | $ 105,000.00 | $ 400.00 | $ 112,000.00 | $ 275.00 | $ 77,000.00 | $ 340.00 | $ 95,200.00 | $ 550.00 | $ 154,000.00 |
| 40 | Aluminum Handrails | L.F. | 90 | $ 216.00 | $ 19,440.00 | $ 280.00 | $ 25,200.00 | $ 300.00 | $ 27,000.00 | $ 140.00 | $ 12,600.00 | $ 287.00 | $ 25,830.00 | $ 200.00 | $ 18,000.00 |
| 41 | Steel Sheet Piling | S.F. | 14,900 | $ 43.00 | $ 640,700.00 | $ 45.00 | $ 670,500.00 | $ 44.00 | $ 655,600.00 | $ 30.00 | $ 447,000.00 | $ 34.60 | $ 515,540.00 | $ 71.00 | $ 1,057,900.00 |
| 42 | Steel Sheet Piling Penetration | UNIT | 2 | $ 14,669.00 | $ 29,338.00 | $ 3,500.00 | $ 7,000.00 | $ 2,000.00 | $ 4,000.00 | $ 10,000.00 | $ 20,000.00 | $ 6,905.00 | $ 13,810.00 | $ 7,500.00 | $ 15,000.00 |
| 43 | Retaining Wall, Cast-In-Place, Location No. 1 | S.F. | 2,300 | $ 18.00 | $ 41,400.00 | $ 100.00 | $ 230,000.00 | $ 62.00 | $ 142,600.00 | $ 75.00 | $ 172,500.00 | $ 68.00 | $ 156,400.00 | $ 160.00 | $ 368,000.00 |
| 44 | Retaining Wall, Cast-In-Place, Location No. 2 | S.F. | 1,200 | $ 37.50 | $ 45,000.00 | $ 145.00 | $ 174,000.00 | $ 150.00 | $ 180,000.00 | $ 125.00 | $ 150,000.00 | $ 84.00 | $ 100,800.00 | $ 160.00 | $ 192,000.00 |
| 45 | Retaining Wall, Cast-In-Place, Location No. 3 | S.F. | 200 | $ 26.00 | $ 5,200.00 | $ 90.00 | $ 18,000.00 | $ 62.00 | $ 12,400.00 | $ 75.00 | $ 15,000.00 | $ 44.64 | $ 8,928.00 | $ 160.00 | $ 32,000.00 |
| 46 | Retaining Wall, Cast-In-Place, Location No. 4 | S.F. | 70 | $ 156.00 | $ 10,920.00 | $ 225.00 | $ 15,750.00 | $ 90.00 | $ 6,300.00 | $ 125.00 | $ 8,750.00 | $ 46.75 | $ 3,272.50 | $ 250.00 | $ 17,500.00 |
| 47 | Pressure Injection, Concrete Cracks | L.F. | 150 | $ 88.50 | $ 13,275.00 | $ 35.00 | $ 5,250.00 | $ 90.00 | $ 13,500.00 | $ 200.00 | $ 30,000.00 | $ 110.00 | $ 16,500.00 | $ 240.00 | $ 36,000.00 |
| 48 | Concrete Repairs, Type 1 | S.F. | 160 | $ 249.00 | $ 39,840.00 | $ 65.00 | $ 10,400.00 | $ 60.00 | $ 9,600.00 | $ 200.00 | $ 32,000.00 | $ 110.00 | $ 17,600.00 | $ 230.00 | $ 36,800.00 |
| 49 | Concrete Repairs, Type 2 | S.F. | 130 | $ 277.00 | $ 36,010.00 | $ 80.00 | $ 10,400.00 | $ 80.00 | $ 10,400.00 | $ 250.00 | $ 32,500.00 | $ 145.00 | $ 18,850.00 | $ 420.00 | $ 54,600.00 |
| 50 | Drill and Grout Reinforcing Steel | UNIT | 140 | $ 34.00 | $ 4,760.00 | $ 50.00 | $ 7,000.00 | $ 65.00 | $ 9,100.00 | $ 100.00 | $ 14,000.00 | $ 224.00 | $ 31,360.00 | $ 175.00 | $ 24,500.00 |
| 51 | Pile Restoration System | L.F. | 60 | $ 264.00 | $ 15,840.00 | $ 375.00 | $ 22,500.00 | $ 275.00 | $ 16,500.00 | $ 750.00 | $ 45,000.00 | $ 750.00 | $ 45,000.00 | $ 800.00 | $ 48,000.00 |
| 52 | Clean and Paint Architectural Railing | L.F | 480 | $ 338.00 | $ 162,240.00 | $ 100.00 | $ 48,000.00 | $ 80.00 | $ 38,400.00 | $ 22.00 | $ 10,560.00 | $ 55.00 | $ 26,400.00 | $ 70.00 | $ 33,600.00 |
| 53 | Walkway Installation | L.S. | 1 | $ 30,164.00 | $ 30,164.00 | $ 35,000.00 | $ 35,000.00 | $ 75,000.00 | $ 75,000.00 | $ 32,500.00 | $ 32,500.00 | $ 36,700.00 | $ 36,700.00 | $ 130,000.00 | $ 130,000.00 |
| 54 | Concrete Sidewalk, 4" Thick | S.Y. | 50 | $ 167.00 | $ 8,350.00 | $ 75.00 | $ 3,750.00 | $ 85.00 | $ 4,250.00 | $ 80.00 | $ 4,000.00 | $ 97.00 | $ 4,850.00 | $ 370.00 | $ 18,500.00 |
| 55 | Concrete Ramp, 4" Thick | S.Y. | 11 | $ 471.00 | $ 5,181.00 | $ 315.00 | $ 3,465.00 | $ 95.00 | $ 1,045.00 | $ 80.00 | $ 880.00 | $ 242.00 | $ 2,662.00 | $ 1,700.00 | $ 18,700.00 |
| 56 | Amphitheater Seating and Steps | L.F. | 40 | $ 233.00 | $ 9,320.00 | $ 625.00 | $ 25,000.00 | $ 400.00 | $ 16,000.00 | $ 750.00 | $ 30,000.00 | $ 166.56 | $ 6,662.40 | $ 380.00 | $ 15,200.00 |
| 57 | Synthetic Turf Footing | L.F. | 475 | $ 34.00 | $ 16,150.00 | $ 32.00 | $ 15,200.00 | $ 30.00 | $ 14,250.00 | $ 25.00 | $ 11,875.00 | $ 36.50 | $ 17,337.50 | $ 65.00 | $ 30,875.00 |
| 58 | Finishing Stone | C.Y. | 375 | $ 49.00 | $ 18,375.00 | $ 95.00 | $ 35,625.00 | $ 65.00 | $ 24,375.00 | $ 90.00 | $ 33,750.00 | $ 64.00 | $ 24,000.00 | $ 90.00 | $ 33,750.00 |
| 59 | 3/4" Clean Stone | C.Y. | 2,700 | $ 51.50 | $ 139,050.00 | $ 70.00 | $ 189,000.00 | $ 42.00 | $ 113,400.00 | $ 45.00 | $ 121,500.00 | $ 51.30 | $ 138,510.00 | $ 90.00 | $ 243,000.00 |
| 60 | 4" High Density Polyethylene Pipe | L.F. | 4,200 | $ 9.25 | $ 38,850.00 | $ 5.51 | $ 23,142.00 | $ 19.00 | $ 79,800.00 | $ 10.00 | $ 42,000.00 | $ 7.00 | $ 29,400.00 | $ 160.00 | $ 672,000.00 |
| 61 | 6" High Density Polyethylene Pipe | L.F. | 1,000 | $ 14.50 | $ 14,500.00 | $ 7.00 | $ 7,000.00 | $ 20.00 | $ 20,000.00 | $ 15.00 | $ 15,000.00 | $ 10.30 | $ 10,300.00 | $ 230.00 | $ 230,000.00 |
| 62 | 12" High Density Polyethylene Pipe | L.F. | 1,000 | $ 19.00 | $ 19,000.00 | $ 11.00 | $ 11,000.00 | $ 40.00 | $ 40,000.00 | $ 20.00 | $ 20,000.00 | $ 14.50 | $ 14,500.00 | $ 250.00 | $ 250,000.00 |
| 63 | Synthetic Turf | S.F. | 57,000 | $ 5.00 | $ 285,000.00 | $ 4.40 | $ 250,800.00 | $ 4.30 | $ 245,100.00 | $ 4.00 | $ 228,000.00 | $ 5.60 | $ 319,200.00 | $ 10.00 | $ 570,000.00 |
| 64 | Chain-Link Fence, PVC-Coated Steel, 4' High | L.F. | 475 | $ 36.50 | $ 17,337.50 | $ 45.00 | $ 21,375.00 | $ 35.00 | $ 16,625.00 | $ 40.00 | $ 19,000.00 | $ 38.50 | $ 18,287.50 | $ 305.00 | $ 144,875.00 |
| 65 | Decorative Light | UNIT | 3 | $ 3,881.00 | $ 11,643.00 | $ 3,500.00 | $ 10,500.00 | $ 3,500.00 | $ 10,500.00 | $ 3,000.00 | $ 9,000.00 | $ 4,160.00 | $ 12,480.00 | $ 7,800.00 | $ 23,400.00 |
| 66 | Reset Existing Decorative Light | UNIT | 13 | $ 554.00 | $ 7,202.00 | $ 525.00 | $ 6,825.00 | $ 1,500.00 | $ 19,500.00 | $ 600.00 | $ 7,800.00 | $ 38.50 | $ 500.50 | $ 2,100.00 | $ 27,300.00 |
| | * Denotes a difference in amount | | | | | | | | | | | | | | |

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

# BID SUMMARY
## BID NO. 12-08 CASTLE POINT AND SINATRA PARK
## WATERFRONT WALKWAY RECONSTRUCTION
## CITY OF HOBOKEN, HUDSON COUNTY, NJ
## OUR FILE NO. HO-420A - RE-BID

BID DATE: July 31, 2012 TIME: 11:00 AM

| | | | | Scafar Contracting<br>225 Pacific Street<br>Newark, NJ | | Trevon Construction<br>30 Church Street, P.O. Box 08011<br>Liberty Corner, NJ 07938 | | IEC Associates<br>140 Mountain Avenue<br>Springfield, NJ 07081 | | Anselmi and DeCicco<br>1977 Springfield Avenue<br>Maplewood, NJ 07040 | | Bird Construction<br>105 Harbor Inn Road<br>Bayville, New Jersey 08721 | | D'Onofrio General Contractors<br>202 28th Street<br>Brooklyn, NY 11232 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | PAY UNIT | QUANTITY | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| | BASE BID | | | | | | | | | | | | | | |
| 67 | Decorative Light Foundation | UNIT | 16 | $ 1,230.00 | $ 19,680.00 | $ 750.00 | $ 12,000.00 | $ 1,300.00 | $ 20,800.00 | $ 1,000.00 | $ 16,000.00 | $ 2,100.00 | $ 33,600.00 | $ 3,400.00 | $ 54,400.00 |
| 68 | 2" PVC Conduit | L.F. | 965 | $ 9.55 | $ 9,215.75 | $ 6.50 | $ 6,272.50 | $ 10.00 | $ 9,650.00 | $ 5.00 | $ 4,825.00 | $ 11.50 | $ 11,097.50 | $ 27.00 | $ 26,055.00 |
| 69 | #4 AWG Wire | L.F. | 2,340 | $ 1.65 | $ 3,861.00 | $ 2.50 | $ 5,850.00 | $ 3.25 | $ 7,605.00 | $ 2.00 | $ 4,680.00 | $ 17.50 | $ 40,950.00 | $ 25.00 | $ 58,500.00 |
| 70 | Junction Box | UNIT | 5 | $ 2,218.00 | $ 11,090.00 | $ 1,150.00 | $ 5,750.00 | $ 1,115.00 | $ 5,575.00 | $ 3,500.00 | $ 17,500.00 | $ 1,630.00 | $ 8,150.00 | $ 3,500.00 | $ 17,500.00 |
| 71 | #2 AWG Wire | L.F. | 1,780 | $ 5.00 | $ 8,900.00 | $ 3.25 | $ 5,785.00 | $ 4.00 | $ 7,120.00 | $ 5.00 | $ 8,900.00 | $ 6.00 | $ 10,680.00 | $ 9.00 | $ 16,020.00 |
| 72 | Osprey Nest Platform | L.S. | 1 | $ 9,695.00 | $ 9,695.00 | $ 3,160.00 | $ 3,160.00 | $ 4,000.00 | $ 4,000.00 | $ 22,000.00 | $ 22,000.00 | $ 13,000.00 | $ 13,000.00 | $ 17,000.00 | $ 17,000.00 |
| 73 | Trash Receptacle | UNIT | 10 | $ 1,131.00 | $ 11,310.00 | $ 185.00 | $ 1,850.00 | $ 1,000.00 | $ 10,000.00 | $ 1,000.00 | $ 10,000.00 | $ 11.15 | $ 111.50 | $ 1,200.00 | $ 12,000.00 |
| 74 | Reset Existing Concrete Paver Sidewalk | S.F. | 14,100 | $ 8.30 | $ 117,030.00 | $ 10.00 | $ 141,000.00 | $ 9.50 | $ 133,950.00 | $ 10.00 | $ 141,000.00 | $ 11.50 | $ 162,150.00 | $ 11.00 | $ 155,100.00 |
| 75 | Concrete Paver Sidewalk | S.F. | 1,650 | $ 24.00 | $ 39,600.00 | $ 11.00 | $ 18,150.00 | $ 15.00 | $ 24,750.00 | $ 20.00 | $ 33,000.00 | $ 14.30 | $ 23,595.00 | $ 23.00 | $ 37,950.00 |
| 76 | Reset Existing Bench | UNIT | 27 | $ 498.00 | $ 13,446.00 | $ 130.00 | $ 3,510.00 | $ 300.00 | $ 8,100.00 | $ 150.00 | $ 4,050.00 | $ 345.00 | $ 9,315.00 | $ 600.00 | $ 16,200.00 |
| 77 | Site Bench | UNIT | 6 | $ 1,779.00 | $ 10,674.00 | $ 1,550.00 | $ 9,300.00 | $ 2,000.00 | $ 12,000.00 | $ 1,200.00 | $ 7,200.00 | $ 1,630.00 | $ 9,780.00 | $ 2,300.00 | $ 13,800.00 |
| 78 | Reset Existing Sports Netting | L.F. | 475 | $ 113.00 | $ 53,675.00 | $ 140.00 | $ 66,500.00 | $ 150.00 | $ 71,250.00 | $ 175.00 | $ 83,125.00 | $ 109.00 | $ 51,775.00 | $ 300.00 | $ 142,500.00 |
| 79 | Reset Existing Bollard Light | UNIT | 3 | $ 444.00 | $ 1,332.00 | $ 750.00 | $ 2,250.00 | $ 1,400.00 | $ 4,200.00 | $ 500.00 | $ 1,500.00 | $ 640.00 | $ 1,920.00 | $ 1,100.00 | $ 3,300.00 |
| 80 | Reset Existing Sports Light | UNIT | 2 | $ 5,322.00 | $ 10,644.00 | $ 2,050.00 | $ 4,100.00 | $ 15,000.00 | $ 30,000.00 | $ 5,500.00 | $ 11,000.00 | $ 12,732.00 | $ 25,464.00 | $ 6,100.00 | $ 12,200.00 |
| 81 | American Sycamore | UNIT | 17 | $ 970.00 | $ 16,490.00 | $ 1,050.00 | $ 17,850.00 | $ 2,400.00 | $ 40,800.00 | $ 600.00 | $ 10,200.00 | $ 643.00 | $ 10,931.00 | $ 1,200.00 | $ 20,400.00 |
| 82 | Endless Summer Hydrangea | UNIT | 35 | $ 72.00 | $ 2,520.00 | $ 75.00 | $ 2,625.00 | $ 110.00 | $ 3,850.00 | $ 100.00 | $ 3,500.00 | $ 78.00 | $ 2,730.00 | $ 135.00 | $ 4,725.00 |
| 83 | Autumn Gold Ginkgo | UNIT | 3 | $ 887.00 | $ 2,661.00 | $ 600.00 | $ 1,800.00 | $ 110.00 | $ 330.00 | $ 500.00 | $ 1,500.00 | $ 800.00 | $ 2,400.00 | $ 800.00 | $ 2,400.00 |
| 84 | Field Identify Tree | UNIT | 1 | $ 1,053.00 | $ 1,053.00 | $ 600.50 | $ 600.50 | $ 800.00 | $ 800.00 | $ 1,000.00 | $ 1,000.00 | $ 644.00 | $ 644.00 | $ 4,600.00 | $ 4,600.00 |
| | **Total Base Bid Items 1 - 84** | | | | **$ 9,638,786.25** | | **$ 10,284,741.00** | | **$ 11,531,585.00** | | **$ 12,717,430.00** | | **$ 12,744,375.40** | | **$ 16,805,990.75** |
| | * Denotes a difference in amount | | | | | | | | | | | | | | |

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH BOSWELL ENGINEERING FOR CITY WATERFRONT ENGINEER FOR A ONE YEAR TERM TO BEGIN MAY 1, 2012 AND EXPIRE APRIL 30, 2013, WITH A NOT TO EXCEED AMOUNT OF $680,000.00**

**WHEREAS**, the City previously appointed and contracted for the professional services of Boswell Engineering to act as the City's Waterfront Engineering Firm; and,

**WHEREAS**, the City wishes to extend the waterfront engineering contract with Boswell Engineering for a one year period, to commence May 1, 2012 and expire April 30, 2013, with a not to exceed amount of Six Hundred Eighty Thousand Dollars ($680,000.00); and,

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

**WHEREAS**, there is a continuing emergent need for the specialized expertise Boswell Engineering has obtained with regards to the current and future projects and issues related to Waterfront Engineering within the City of Hoboken, which therefore exempts the need for utilization of request for additional proposals under the fair and open process; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that** $680,000.00 **is available in the following appropriations C-04-60-709-400 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED (***a majority of the full membership concurring***)** that the contract with Boswell Engineering for service to the City as the City's Waterfront Engineer be hereby extended and amended for an additional one (1) year period, with a not to exceed amount of Six Hundred Eighty Thousand Dollars ($680,000.00); the remainder of the contract shall remain unchanged and shall continue in accordance with the original request for proposals and Boswell's corresponding proposal; and

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

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

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer for action in accordance therewith and to take any other actions

necessary to complete and realize the intent and purpose of this resolution; and,

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

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa Longo
Corporation Counsel

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

**INTRODUCED BY: _____**

**SECONDED BY: _____**

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

**APPOINTING KIMBERLEY M. WILSON, ESQ. AS THE CITY OF HOBOKEN'S AFFIRMATIVE ACTION OFFICER FOR THE REMAINDER OF THE MAYOR'S CURRENT TERM**

**WHEREAS,** the Mayor has formally suggested the appointment of Kimberley M. Wilson, Esq. as the City Government's Affirmative Action Officer for purposes of performing the tasks and enforcement procedures described in the Hoboken Code Chapter 6 Article XI.

**WHEREAS**, the Governing Body agrees with the Mayor's formal suggestion to appoint Kimberley M. Wilson to the position of Affirmative Action Officer for the City of Hoboken's city governance.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of Kimberley M. Wilson, Esq. to the position of Affirmative Action Officer for the City of Hoboken's city governance for the remainder of the mayor's current term, or until a replacement is qualified and appointed, whichever occurs later; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Office of Corporation Counsel, the Mayor and the State of New Jersey Division of Civil Rights expeditiously.

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

**REVIEWED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa Longo, Esq.
Corporation Counsel

**Dated: September 5, 2012**

**Introduced By: _____**
**Seconded By: _____**

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

**RESOLUTION APPOINTING EIGHT INDIVIDUALS AS CLASS II SPECIAL LAW ENFORCMENT OFFICERS FOR THE CITY OF HOBOKEN**

**WHEREAS**, N.J.S.A. 40A:14-146.10 permits municipalities to appoint certain classes of special law enforcement officers; and

**WHEREAS**, Chapter 59 of the Code of the City of Hoboken establishes the position of Class II Special Law Enforcement Officer; and

**WHEREAS**, the City of Hoboken wishes to appoint the following individuals as Class II Special Law Enforcement Officers: (i) Christopher Barral; (ii) Terrance Robinson; (iii) Michael Kula; (iv) Maurice Johnson; (v) Michael Camporeale; (vi) Greg DiGuglielmo; (vii) Erica Colon; and (viii) Tyrone Huggins; and

**WHEREAS**, a resolution from the City Council of the City of Hoboken is necessary to sponsor these Class II special law enforcement officers so they may attend a police academy to obtain the training, education and certification needed for this position; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hoboken that the following individuals are hereby appointed Class II Special Law Enforcement Officers for the City of Hoboken: (i) Christopher Barral; (ii) Terrance Robinson; (iii) Michael Kula; (iv) Maurice Johnson; (v) Michael Camporeale; (vi) Greg DiGuglielmo; (vii) Erica Colon; and (viii) Tyrone Huggins; and

**BE IT FURTHER RESOLVED** that these appointees are hereby sponsored by the City of Hoboken to attend the Essex County Police Academy in Cedar Grove, New Jersey:

| | |
|---|---|
| Reviewed: | Approved as to Form: |
| _____ | _____ |
| Quentin Wiest<br>Business Administrator | Mellissa L. Longo, Esq.<br>Corporation Counsel |

**Date of Meeting: 5 September, 2012**

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

**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 **$ 16,760.52**

| NAME | BL/LT/UNIT | PROPERTY | QTR/YEAR | AMOUNT |
|---|---|---|---|---|
| Venezia. Louis A<br>70 Adams St 4J<br>Hoboken, NJ 07030 | 18/4/C0P15 | 70 Adams St | 3/11 | $ 108.29 |
| Hesselbacher, Emily<br>21 E Claremont Dr.<br>Voorheesville, NY 12186 | 25/1/C003D | 700 First St | 3/12 | $1,622.27 |
| Kang, Byeong Wook & Mia<br>c/o Lisa M Michura, Esq.<br>257 East Ridgewood Avenue<br>Ridgewood, NJ 07450 | 25/1/C005T | 700 First St | 3/12 | $ 1,811.33 |
| Second Street Developers, LLC<br>200 Washington St 5th Fl<br>Hoboken, NJ 07030 | 34/16.13 | 261-263 Second St | 1/11 | $ 1,170.83 |
| Affiliated Title Svcs, LLC<br>236 Washington St<br>Toms River, NJ 08753 | 43/12/C001L | 221 Clinton St | 3/12 | $ 1,170.96 |
| Allied Title, LLC<br>3 Laurel Drive<br>Flanders, NJ 07836 | 77/6/C05-B | 609-613 Jefferson St | 3/12 | $ 2,134.56 |
| Valley National Bank<br>1720 Route 23 North<br>Wayne, NJ 07470 | 84/3/C0015 | 713-725 Jefferson St | 1/12 | $ 1,585.01 |
| Sideco, Marian<br>830 Monroe St #5I<br>Hoboken, NJ 07030 | 87/13/C005I | 824-830 Monroe St | 1/11 | $ 142.27 |

| NAME | BL/LT/UNIT | PROPERTY | QTR/YEAR | AMOUNT |
|---|---|---|---|---|
| Yellin, Michael<br>818 Jefferson St #4D<br>Hoboken, NJ 07030 | 89/22/C004D | 812-820 Jefferson St | 4/11 | $ 1,105.13 |
| Rong, Yanji & Yung-Te Yang<br>901-909 Madison St #3B<br>Hoboken, NJ 07030 | 95/1/C003B | 901-909 Madison St | 2/12 | $ 1,663.56 |
| Kim, Bryan & Jennifer<br>428 East Ridgewood Ave<br>Paramus, NJ 07652 | 95/25/C002H | 900-912 Jefferson St | 2/11 | $ 2,170.84 |
| Matthew Saggese<br>928 Willow Ave #2<br>Hoboken, NJ 07030 | 161/20/C0002 | 928 Willow Ave | 1/12 | $ 1,293.88 |
| Tri-Ocean LLC<br>605 Cherokee Lane<br>Brielle, NJ 08730 | 187/5/C001A | 95 Garden St | 4/11 | $ 316.13 |
| BAC Tax Services<br>CA6-913-LB-01<br>P O Box 10211<br>Van Nuys, Ca 91499-6089 | 261.03/1/CP006 | 1125 Maxwell Lane | 4/11 & 2/12 | $ 227.96 |
| Chi, Jo-Tzu<br>1125 Maxwell Lane #405<br>Hoboken, NJ 07030 | 261.03/1/CP222 | 1125 Maxwell Lane | 2&3/12 | $ 237.50 |

**Meeting September 5, 2012**

**Approved as to Form:**

_____

**CORPORATION COUNSEL**

_____

**Sharon Curran**

**Sponsored By:** _____

**Co-sponsored By:** _____

**RESOLUTION NO:** _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH DAY CARE 100**

**Whereas,** the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $22,000 out of available Community Development funds and $5,508 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

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

**Further Resolved,** that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**DAY CARE 100**

**THIS AGREEMENT,** entered into this ____ day of _____ by and between the City of Hoboken and Day Care 100;

**WHEREAS,** the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS,** the City of Hoboken for the 2012/2013 program year will contribute $5,508, out of available Miscellaneous Program Income Funds, toward the operation of Day Care 100;

**NOW THEREFORE BE IT RESOLVED,** that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____

James J. Farina, City Clerk

Date: _____

_____

Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____

Judy Messina, Director

Date: _____

# HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Day Care 100

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-12

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2012 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Day Care 100, (hereinafter referred to as the "Subrecipient").

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

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

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

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

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

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Child Care Services (Day Care 100) (PROJECT NUMBER **5-05L1-012** and will utilize **$22,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13** The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$22,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor

Date:

Attest: _____

SUBRECIPIENT: Day Care 100

By: _____
Name: Judy Messina
Title: Director
Date:

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**DAY CARE 100**

**THIS AGREEMENT,** entered into this ____ day of _____ by and between the City of Hoboken and Day Care 100;

**WHEREAS,** the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS,** the City of Hoboken for the 2012/2013 program year will contribute $5,508, out of available Miscellaneous Program Income Funds, toward the operation of Day Care 100;

**NOW THEREFORE BE IT RESOLVED,** that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____
James J. Farina, City Clerk

Date: _____

_____
Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____
Judy Messina, Director

Date: _____

## ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
## (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** Day Care 100

**PROJECT NUMBER:** 5-05L1-12

**Section 1: PROJECT DESCRIPTION** Provision of Child Care Services to low and moderate income families.

Day Care 100
124 Grand Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | $18,008 |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other PSE&G | |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $18,008 |

ATTACHEMENT B
GENERAL TERMS AND CONDITIONS

I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

## VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Day Care 100

Grant Number: 5-05L1-12

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Day Care 100

124 Grand Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOPES HEAD START**

**Whereas,** the Board of Directors of HOPES Head Start, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $22,000 out of available Community Development funds and $25,531 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

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

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

**Meeting date: September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**HOPES HEAD START**

**THIS AGREEMENT,** entered into this ____ day of _____ by and between the City of Hoboken and HOPES Head Start;

**WHEREAS,** the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS,** the City of Hoboken for the 2012/2013 program year will contribute $25,531 out of available Miscellaneous Program Income Funds, toward the operation of HOPES Head Start;

**NOW THEREFORE BE IT RESOLVED,** that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____
James J. Farina, City Clerk

Date: _____

Notary:

_____

_____
Dawn Zimmer, Mayor

Date: _____

_____
Ora Welch, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: HOPES Head Start

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-12

# SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____day of _____ 2012 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and HOPES Head Start, (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

   The Subrecipient will be responsible for the administration of a project entitled Child Care Services (HOPES Head Start) (PROJECT NUMBER **5-05L1-12** and will utilize **$22,000.** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

   The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

   It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$22,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

SUBGRANTEE: City of Hoboken

Attest:

_____

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

SUBRECIPIENT: HOPES Head Start

Attest:

_____

By: _____
Name: Ora Welch
Title: Executive Director
Date:

# ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
# (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** HOPES Head Start

**PROJECT NUMBER:** 5-05L1-12

**Section 1: PROJECT DESCRIPTION** Provision of Child Care Services to low and moderate income families.

HOPES Head Start
301 Garden Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other PSE&G | $22,000 |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $22,000 |

ATTACHEMENT B
GENERAL TERMS AND CONDITIONS

I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name HOPES Head Start

Grant Number: 5-05L1-12

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

HOPES Head Start

301 Garden Street

Hoboken, NJ 07030

**Sponsored By:** _____

**Co-Sponsored By:** _____

**RESOLUTION NO.** _____

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

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

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $15,000 out of available Community Development funds to operate said program within the City of Hoboken; **now therefore, be it -**

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

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

**Meeting date:** **September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Jubilee Center

PROJECT TITLE: Jubilee Center

PROJECT NUMBER: 5-05D1-12

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2012, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and The Jubilee Center, (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Jubilee Center (Jubilee Center) (PROJECT NUMBER 5-05D2-12) and will utilize **$15,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$15,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

Attest:

_____

SUBGRANTEE: City of Hoboken

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

Attest:

_____

SUBRECIPIENT: Jubilee Center

By: _____
Name:
Title: Director
Date:

## ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
## (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** Jubilee Center

**PROJECT NUMBER:** 5-05D2-12

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

Jubilee Center
601 Jackson Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | $15,000 |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other PSE&G | |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $15,000 |

## ATTACHEMENT B
## GENERAL TERMS AND CONDITIONS

### I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

### II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

### III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

## VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

## XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

## XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

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1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

**Name of Subrecipient:** City of Hoboken

**Grant Program Name** Jubilee Center

**Grant Number:** 5-05D2-12

**Date:** _____

**The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:**

**Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):**

Jubilee Center

601 Jackson Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH NUESTROS NINOS DAY CARE**

**Whereas,** the Board of Directors of Nuestros Ninos Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds and $11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; **now therefore, be it -**

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

**Further Resolved,** that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Nuestros Ninos Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**NUESTROS NINOS DAY CARE**

**THIS AGREEMENT,** entered into this ____ day of _____ by and between the City of Hoboken and Nuestros Ninos Day Care;

**WHEREAS,** the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS,** the City of Hoboken for the 2012/2013 program year will contribute $11,143, out of available Miscellaneous Program Income Funds, toward the operation of Nuestros Ninos Day Care;

**NOW THEREFORE BE IT RESOLVED,** that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____
James J. Farina, City Clerk

Date: _____

_____
Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____
Nilda Lorence, Director

Date: _____

# HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Nuestros Ninos

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-12

# SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of_____ 2012, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Nuestros Ninos (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

   The Subrecipient will be responsible for the administration of a project entitled Child Care Services (Nuestros Ninos) (PROJECT NUMBER **5-05L1-12**) and will utilize **$22,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

   The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

   It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$22,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

SUBGRANTEE: City of Hoboken

Attest:

_____

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

SUBRECIPIENT: Nuestros Ninos Day Care

Attest:

_____

By: _____
Name: Nilda Lorenze
Title: Executive Director
Date:

# ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
# (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** Nuestros Ninos Day Care

**PROJECT NUMBER:** 5-05L1-12

**Section 1: PROJECT DESCRIPTION** Provision of Child Care Services to low and moderate income families.

Nuestros Ninos Day Care
301 Garden Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | $22,000 |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other | |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $22,000 |

ATTACHEMENT B
GENERAL TERMS AND CONDITIONS

I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

## VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Nuestros Ninos Day Care

Grant Number: 5-05L1-12

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Nuestros Ninos Day Care

301 Garden Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH MILE SQUARE DAY CARE**

**Whereas,** the Board of Directors of Mile Square Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $22,000 out of available Community Development funds and $57,818 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

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

**Further Resolved,** that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Mile Square Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo Corporation Counsel**

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

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**MILE SQUARE DAY CARE**

**THIS AGREEMENT**, entered into this ____ day of _____ by and between the City of Hoboken and Mile Square Day Care;

**WHEREAS**, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS**, the City of Hoboken for the 2012/2013 program year will contribute $57,818 out of available Miscellaneous Program Income Funds, toward the operation of Mile Square Day Care;

**NOW THEREFORE BE IT RESOLVED**, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____
James J. Farina, City Clerk

Date: _____

Notary:

_____

_____
Dawn Zimmer, Mayor

Date: _____

_____
Judy Barmak, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Mile Square Day Care

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-12

# SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2012, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Mile Square Day Care, (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Child Care Services (Mile Square Day Care) (PROJECT NUMBER **5-05L1-12**) and will utilize **$22,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$22,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

SUBGRANTEE: City of Hoboken

Attest:

_____

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

SUBRECIPIENT: Mile Square Day Care

Attest:

_____

By: _____
Name: Judy Barmak
Title: Executive Director
Date:

# ATTACHMENT A TO SUBRECIPIENT AGREEMENT
# (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** Mile Square Day Care

**PROJECT NUMBER:** 5-05L1-12

**Section 1: PROJECT DESCRIPTION** Provision of Child Care Services to low and moderate income families.

Mile Square Day Care
301 Garden Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | |
| Consultant & Contract Services | |
| Travel Expenses | $22,000 |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other PSE&G | |
| Grants & Loans | $22,000 |
| TOTAL CDBG BUDGET | |

ATTACHEMENT B
GENERAL TERMS AND CONDITIONS

I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Mile Square Day Care

Grant Number: 5-05L1-12

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Mile Square Day Care

301 Garden Street

Hoboken, NJ 07030

**Sponsored By:** _____

**Co-sponsored By:** _____

**RESOLUTION NO:** _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH UNITED CEREBRAL PALSY**

**Whereas,** the Board of Directors of United Cerebral Palsy, located at 1005 Washington Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $2,000 out of available Community Development funds to operate said program within the City of Hoboken; **now therefore, be it -**

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

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

**Meeting date: September 5, 2012**

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: United Cerebral Palsy

PROJECT TITLE: United Cerebral Palsy

PROJECT NUMBER: 5-05B1-12

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2012, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and United Cerebral Palsy, (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled United Cerebral Palsy (PROJECT NUMBER **5-05B1-12**) and will utilize **$2,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$2,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

Attest: _____

SUBGRANTEE: City of Hoboken

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

Attest: _____

SUBRECIPIENT: United Cerebral Palsy

By: _____
Name: Nick Starita
Title: Executive Director
Date:

## ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
## (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** United Cerebral Palsy

**PROJECT NUMBER:** 5-05B1-12

**Section 1: PROJECT DESCRIPTION** To advance the independence, productivity and full citizenship of people with Cerebral Palsy and other disabilities through an In-Home Respite Care Program, Saturday On-Site Respite Program and an Adult special Needs Training Program. The UCP satellite location is based at the Elk's Club, 1005 Washington Street.

United Cerebral Palsy
1005 Washington Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other PSE&G | $2,000 |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $2,000 |

## ATTACHEMENT B
## GENERAL TERMS AND CONDITIONS

### I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

### II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

### III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

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

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

2. Attachment B, "Bonding and Insurance",

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

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

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

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

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

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

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

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

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

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

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

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

   Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

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

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

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

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

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

## VI. PROGRAM INCOME

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

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

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

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

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

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

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

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

## VIII. INSURANCE REQUIREMENTS

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

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

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

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

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

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

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

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

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

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

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

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

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

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

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

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

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

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

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

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

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

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

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

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

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

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

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

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

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

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

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

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

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

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

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

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

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

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

## XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

## XIX. WORKMEN'S COMPENSATION REQUIREMENTS

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

## XX. COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

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

## XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

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

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

## XXII. SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

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

## XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

## XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

## XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

## XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

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

## XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

## XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

## XXIX. HATCH ACT

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

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

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

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

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

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

**Name of Subrecipient:** City of Hoboken

**Grant Program Name** United Cerebral Palsy

**Grant Number:** 5-05B1-12

**Date:** _____

**The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:**

**Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):**

United Cerebral Palsy

1005 Washington Street

Hoboken, NJ 07030

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOBOKEN FAMILY PLANNING**

**Whereas,** the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services within the City of Hoboken; and

**Whereas,** under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000 out of available Community Development funds and $3,000 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

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

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

**Meeting date:** September 5, 2012

**Department of Community Development**

_____

**Brandy A. Forbes, Director**

**Approved as to form:**

_____

**Mellissa Longo, Corporation Counsel**

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

**AGREEMENT BETWEEN**
**THE CITY OF HOBOKEN**
**&**
**HOBOKEN FAMILY PLANNING**

**THIS AGREEMENT,** entered into this ____ day of _____ by and between the City of Hoboken and Hoboken Family Planning;

**WHEREAS,** the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

**WHEREAS,** the City of Hoboken for the 2012/2013 program year will contribute $3,000, out of available Miscellaneous Program Income Funds, toward the operation of Hoboken Family Planning;

**NOW THEREFORE BE IT RESOLVED,** that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____
James J. Farina, City Clerk

Date: _____

Notary:

_____

_____
Dawn Zimmer, Mayor

Date: _____

_____
William P. Bullock, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

# SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Hoboken Family Planning

PROJECT TITLE: Family Planning Services

PROJECT NUMBER: 5-05D1-12

# SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____2012 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Hoboken Family Planning, (hereinafter referred to as the "Subrecipient").

WHEREAS, on _____ the Hudson County Board of Chosen Freeholders approved fiscal year 12/13 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

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

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

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

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

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Hoboken Family Planning (PROJECT NUMBER **5-05M1-12** and will utilize **$20,000.** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

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

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/12** shall terminate no later than **6/30/13** The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$20,000.**

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

4. SUBRECIPIENT REQUIREMENTS

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

A. Progress Reports

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

B. Budget

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

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

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

6. AMENDMENTS

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

7. TERMINATION

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

8. PROGRAM CANCELLATION

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

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

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

10. GENERAL TERMS AND CONDITIONS

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

11. RECORDS TO BE MAINTAINED

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

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

SUBGRANTEE: City of Hoboken

Attest:

_____

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

SUBRECIPIENT: Hoboken Family Planning

Attest:

_____

By: _____
Name: William P. Bullock
Title: Director
Date:

# ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
# (COMMUNITY SERVICE PROJECTS)

**COMMUNITY:** Hoboken

**PROJECT TITLE:** Hoboken Family Planning

**PROJECT NUMBER:** 5-05M1-12

**Section 1: PROJECT DESCRIPTION** To continue family planning health services, medical information, counseling and social services to approximately 216 low and moderate income residents annually.

Hoboken Family Planning
124 Grand Street
Hoboken, NJ 07030

**Section 2: PROJCT EXECUTION SCHEDULE**

| ACTIVITY – (LIST MILESTONES | COMPLETION DATE |
|---|---|
| | 6/30/13 |

**Section 3: PROJECT BUDGET**

| | |
|---|---|
| Personnel Costs | $20,000 |
| Consultant & Contract Services | |
| Travel Expenses | |
| Office Rental | |
| Office Supplies | |
| Equipment Rental & Purchase | |
| Other | |
| Grants & Loans | |
| TOTAL CDBG BUDGET | $20,000 |

# ATTACHEMENT B
# GENERAL TERMS AND CONDITIONS

## I. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all federal regulations governing the grant of money under such regulations may be amended by the Federal Government or agencies, except that:

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

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

## II. COMPLIANCE WITH PROCUREMENT STANDARDS

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

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

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

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

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

## III. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

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

1) Section 85.3, "Definitions "
2) Section 85.6, "Exceptions"
3) Section 85.12, "special grant or subgrant conditions for high-risk grantees"
4) Section 85.20, "Standards for financial management systems", except paragraph (a)
5) Section 85.21, "Payment", except as modified by Section 570.513
6) Section 85.22, "Allowable costs"
7) Section 85.26, "non-federal audits"
8) Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
9) Section 85.33, "Supplies"
10) Section 85.34, "Copyrights"
11) Section 85.35, "Subawards to debarred and suspended parities"
12) Section 85.36, "Procurement", except paragraph (a)
13) Section 85.37, "Subgrants"
14) Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
15) Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
16) Section 85.42, "Retention and access requirements for records"
17) Section 85.43, "Enforcement"
18) Section 85.44, "Termination for convenience"
19) Section 85.51, "Later disallowances and adjustments" and
20) Section 85.52, "Collection of amounts due"

C. Subrecipients which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110.

1. Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

2. Attachment B, "Bonding and Insurance",

3. Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;

4. Attachment F, "Standards for Financial Management Systems"

5. Attachment H, "Monitoring and Reporting Program Performance", paragraph 2

6. Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and

7. Attachment O, "Procurement Standards"

## IV. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies in providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

## V. COMPLIANCE WITH TERMS OF AGREEMENT SUPENSION TERMINATION

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

B. Except as provided in A above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subrecipient agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

VI. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All Program Income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the Program Year quarter (i.e. by the end of December, March, June and September).

These funds will normally be returned to the remitting Subrecipient via subsequent reprogramming, but the County retains the right to allocate all program income as it deems appropriate.

C. Proceeds from the sale or other distribution of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG Program, all program income derived from the project shall be treated as program income for the use in the County's program.

## VII. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A above. Such value attributable non-CDBG funds acquisition.

## VIII. INSURANCE REQUIREMENTS

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under his Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is ser forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

## IX. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subrecipient shall incorporated the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts not Subject to Executive Order 11246 as Amended:

The Subrecipient agrees that if any activities under this Agreement are not subject to Executive Order 11246 as amended, then the Subrecipient shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familiar status. The Subrecipient shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions, shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, handicap or familial status.

B. In Regard to Contracts Subject to Executive Order 11246 as Amended:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familiar status. The Subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, handicap or familiar status. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth in the provisions of this non-discrimination clause.

2. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familiar status.

3. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subrecipient commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Subrecipient will furnish all information and reports required by Executive Order11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

6. In the event of the Subrecipient's non-compliance with the non-discrimination clauses of the Agreement, or with any such rules, regulation, or orders, this Agreement may be cancelled, terminated, or suspended, in whole or in part, and the Subrecipient may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subrecipient will take such action with respect to any subcontract or purchase order as Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United State.

## X. NON-DISCRIMINATION UNDER TITLE V1 OF THE CIVIL RIGHTS ACT OF 1964

This Subrecipient Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, handicap or familiar status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

## XI. COMPLIANCE WITH VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subrecipient Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subrecipient, in regard to the administering of all programs and activities relating to housing and community development funded by this Subrecipient Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subrecipient's jurisdiction.

## XII. COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subrecipient will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provided that no person in the United States shall, on the ground of race, color, religion, national origin, sex, handicap or familiar status, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

## XIII. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subrecipient will comply with Executive Order 11063 for equal opportunity in housing and on-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

## XIV. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subrecipient agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

## XV. COMPLIANCE WITH NON-DISCRIMINATION BASSED ON HANDICAP OR FAMILIAR STATUS

The Subrecipient agrees not to discriminate on the basis of handicap or familiar status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act (42 USC 3601-20)(implemented as 24 CFR Part 14 et. al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

## XVI. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subrecipient agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

B. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

## XVII. FEDERAL LABOR STANDARD REQUIREMENTS

The Subrecipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subrecipient and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided the under Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law; nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates. The Subrecipient shall cause, or require to be inserted in full, in all such contracts subject to such,

regulations, provisions meeting the requirements of 29 CFR 5..5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

XVIII. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subrecipient agrees to comply with the requirements to the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

XIX. WORKMEN'S COMPENSATION REQUIREMENTS

The Subrecipient shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

XX. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, (42 U.S.C. 1857 et. seq.), the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et. seq.) and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subrecipient shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subrecipient agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subrecipient will provided prompt notice to be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subrecipient agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to conviction under Section 113 ( c)(1) of the Clean Air Act or Section 309( c) of the Federal Water Pollution Control Act.

XXI. FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Subrecipient Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, fir use in an area identified by the Secretary as having special flood hazards which is located in a community not then, in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract of Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood insurance Act of 1968, as amended, (42 U.S.C. 4001 et. seq.) provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subrecipient Agreement.

## XXII. SPECIAL ASSESSMENTS

The Subrecipient agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

   1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County.

   2. Special assessments to recover the non-CDBG portion may be provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all the low and moderate income owner-occupied persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided.

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements.

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2 above are met.

XXIII. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Subrecipient Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subrecipient shall be responsible for the inspections and certification required under Section 35.14 (f) thereof, and compliance with 24 CFR Part 570.608.

XXIV. ARCHITECTURAL COMPLIANCE

The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968, (42 U.S.C. 4151), insofar as it applies to the performance of this Subrecipient Agreement.

XXV. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subrecipient agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

XXVI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT

No member, officer, or employee of the Subrecipient, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contact or subcontract, resulting from this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

XXVII. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise the same.

XXVIII. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

## XXIX. HATCH ACT

The Subrecipient agrees that no funds provided under this Subrecipient Agreement, nor any personnel employed in the administration of the Subrecipient Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

## XXX. RELIGIOUS ORGANIZATIONS

A religious organization reserving funds to rehabilitate a building owned by said organization, must adhere to the following HUD requirements.

A. The building (or portion thereof) that is to be improved with the HUD assistance has been leased to an existing or newly established wholly secular entity (which be an entity established by the religious organization.

B. The HUD assistance is provided to the lessee (and not to the lessor) to make the improvements.

C. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion.

D. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made.

E. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor.

F. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for a least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements.

G. The lessee must remit the residual value of improvements referred to in (6) above the original grantee from which the amounts were derived, e.g., if the amounts initially were made available to State or unit of general local government as a formula allocation (575.31) or a reallocation (575.41), the amount that the lessor provides to the lessee is then remitted to the State or unit of general local government, as appropriate. The original grantee may use this amount to further the objectives of this part. If, however, a private non-profit organization is the lessee as well as the subrecipient, the organization must remit the amount to HUD.

The lessee may also enter into a management contract authorizing the lessor religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

## XXI. DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the subrecipient's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subrecipient's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement, and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the County Office of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subrecipient shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the County Office of Housing and Community Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subrecipient Agreement, the subrecipient is providing the certification set out in Item 31.

The certification set out in item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-FreeWorkplace Act, HUD, in addition to any other

remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subrecipient shall inform the agency of the change(s)

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules 1 through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contender) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues.

"Criminal drug statue" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Employee" means the employee of subrecipient directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces.

XXX11. POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, the subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

XXXIII. CERTIFICATION REGARDING LOBBYING

The subrecipient certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXIV. The subrecipient is required to comply with HUD Regulations CFR 570:209-Guidelines for Economic Development Projects.

The following guidelines are approved to assist the subrecipient to evaluate and select activities to be carried out for economic development purposes.

(a) **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide a framework for financially underwriting CDBG-assisted economic development projects which are financially viable and will make the most effective use of CDBG funds. The use of the underwriting guidelines published by HUD is not mandatory. However, Subrecipient selecting not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance. Where appropriate, HUD's underwriting guidelines recognize that different levels if review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed.
3. That to the extent practicable, CDBG funds are not substitute for non-Federal support.
4. That the project is financially feasible.
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
6. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) **Standards for Evaluating Public Benefit.** The Subrecipient is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for

this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section; the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201 ( c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).

1. **Standards for activities in the aggregate.** Activities covered by these guidelines must be in the aggregate, either.

   (i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

   (ii) Provide goods or services to residents of an area, such that the number of low and moderate-income persons residing in the areas served by the assisted businesses amounts to at least on low and moderate-income person per $350 of CDBG funds used.

2. **Applying the aggregate standards.**

   (i) An urban county shall apply the aggregate under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities.

   (ii) The subrecipient shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

   (iii) Where an activity is expected both to create a retain jobs and to provide goods or services to residents of an area, the subrecipient may elect to count the activity under either the jobs standard or the area residents standard, but not both.

   (iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

   (v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the subrecipient's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

      A. Provides jobs exclusively for unemployed person or participants in one or more of the following programs:

      1. Jobs Training Partnership Act (JTPA);
      2. Jobs opportunities for Basic Skills (JOBS); or
      3. Aid to Families with Dependent Children (AFDC)

B. Provides jobs predominantly for residents of Public Housing units;

C. Provides jobs predominantly for homeless persons;

D. Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low-and moderate-income;

H. Provides assistance to Community Development Financial Institution that serves an area that is predominantly low-and moderate-income persons;

I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

L. Provides services to the resident of an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 91.215(e) of this title;

3. **Standards for individual activities.** Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following applicable:

A. $50,000 per full-time equivalent, permanent job created or retained, or

B. $1,000 per low-and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

A. General promotion of the community as whole (as opposed to the promotion of specific areas and programs);

B. Assistance to professional sports teams;

C. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where that recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate income persons;

D. Acquisition of land which for which the specified proposed use has not yet been identified; and

E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG provided by the recipient.

4. **Applying the individual activity standards.**

(i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(I) of this section.

(ii) The individual activity standards in paragraph (b)(3)(I) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(I) of this section.

5. **Amendments to economic development projects after review determinations.** If, after the subrecipient enters into a contract to

provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount of terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance). If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

6. **Documentation.** The Subrecipient must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the subrecipient's actual results show a pattern of substantial variation from anticipated results, the subrecipient is expected to take all actions reasonable within its control to improve the accuracy of its projections. Attachment E is to be completed by Subrecipients funded from community development projects.

ATTACHMENT C
RECORDS TO BE MAINTAINED

I. RECORDS TO BE MAINTAINED

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity, determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or projects locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets that low and moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For and activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

   a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

   b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD

for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subrecipient may provide the documentation described in either 1. or 2. below.

1. Where the Subrecipient chooses to document that at least 51% of the jobs will be available to low and moderate income person, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subrecipient and business to ensure that low and moderate income persons receive first consideration for those jobs, and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subrecipient chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:
      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time.

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's

immediate family prior to the person being hired for the job.

E. For a each activity determined to benefit low and moderate income persons based on the retention of jobs the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance is provided. Where applicable identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record.

3. For each retained job claimed to be held by a low and moderate person, information on the size and annual income of the person's immediate family.

4. For jobs, claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1 above and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1)

G. For a residential rehabilitation activity determined to aid in the prevention, or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard"

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For and activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subrecipient certified that the CDBG activity was designed to address that urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subrecipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subrecipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904( c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subrecipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subrecipients that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements section 3 of the Housing and Community Development Act of 1974, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative action steps taken to assure minority businesses and women's

business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

O. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

## II. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for a t least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subrecipient agrees to provided the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Hoboken Family Planning

Grant Number: 5-05M1-12

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Hoboken Family Planning

124 Grand Street

Hoboken, NJ 07030

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**Inserting a Special Item of Revenue into the CY 2012 Municipal Budget**

**COMMUNITY DEVELOPMENT BLOCK GRANT – CY 2012**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

**WHEREAS**, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

**WHEREAS**, the City of Hoboken has received notice of an award of $425,000.00 from Hudson County, Division of Housing & Community Development to amend its CY 2012 Budget to include this amount as revenue and Miscellaneous Program Income $103,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of……..… $425,000.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Community Development Block Grant 2012 O/E

**NOW, THEREFORE, BE IT RESOLVED** that the like sum of: $425,000.00
Be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Community Development Block Grant 2012 O/E
Other Expenses

**NOW, THEREFORE, BE IT RESOLVED**, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: September 5, 2012

| Reviewed by: | Approved as to Form: |
| --- | --- |
| _____ | _____ |
| Quentin Wiest<br>Business Administrator | Melissa Longo<br>Corporation Counsel |

2012 COMMUNITY DEVELOPMENT FUNDS & CITY MATCH

| SUBRECIPIENT | CDBG FUNDS | CITY MATCH | ALL FUNDS |
|---|---|---|---|
| Child Care Services ***$88,000*** | | | |
| HOPES Head Start | $22,000 | $25,531 | $47,531 |
| Day Care 100 | $22,000 | $5,508 | $27,508 |
| Nuestros Ninos Day Care | $22,000 | $11,143 | $33,143 |
| Mile Squar Day Care | $22,000 | $57,818 | $79,818 |
| Jubilee Center | $15,000 | | $15,000 |
| Family Planning | $20,000 | $3,000 | $23,000 |
| United Cerebral Palsy | $2,000 | | $2,000 |
| Program Administration | $25,000 | | $25,000 |
| Multi Service Center Improvements | $275,000 | | $275,000 |
| TOTALS | $425,000 | $103,000 | $528,000 |

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
THE CITY OF HOBOKEN

PROJECT TITLE/NUMBER
CHILD CARE SERVICES
5-05L1-12

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

**THE AMOUNT REQUESTED WAS $100,000.00. THE AMOUNT AWARDED IS $88,000.00**
**PLEASE COMPLET A REVISED BUDGET.**

NON-CONSTRUCTION PROJECT

| CHILD CARE SERVICES | Total Budget | CDBG Budget |
|---|---|---|
| Budget Line Items | | |
| USES | | |
| Personnel Costs* | 2,979,529 | 22,000 |
| Consultant Services | 90,556 | |
| Contract Services | 23,746 | |
| Office Supplies | 33,537 | |
| Office Rental (In Kind Space Donation | 90,636 | 22,000 |
| Equipment Rental and Purchase | 41,867 | |
| Phone/Postage/Miscellaneous | 70,520 | |
| Copying/Printing | 3,000 | |
| Fuel/Electric | 111,470 | 22,000 |
| Other (specify): Facility Costs/Rent | 96,000 | 22,000 |
| Other (specify) Daycare Insurance | 30,150 | |
| Other (specify) Food | 470,300 | |
| Other (specify) Class Trips | 5,700 | |
| Other (specify) Classroom Supplies | 20,600 | |
| Other (specify) Housekeeping Supplies | 7,000 | |
| Other (specify) Kitchen Supplies | 2,500 | |
| Other (specify) Pest Control | 3,300 | |
| Other (specify) ASP | 250 | |
| Other (specify) Training & Development | 1,750 | |
| Other (specify) Maintenance & Supplies | 7,000 | |
| Other (specify) Payroll Processing | 2,500 | |
| Other (specify) Postage | 200 | |
| Orher (specify) Program Costs | 127,838 | |
| **Total Uses** | 4,219,949 | 88,000 |

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual bass (July 1-December 30) and (January 1-June 30).

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
THE CITY OF HOBOKEN

PROJECT TITLE/NUMBER
JUBILEE CENTER
5-05D1-12

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

## Section 7: Leveraging (Budgets)

**PROPOSED BUDGET FOR NON - CONSTRUCTION PROJECT**

***Complete the following proposed budget, timetable and expenditures projection***

| Budget Line Items | Total Budget | CDBG Budget* |
|---|---|---|
| **Uses of Funds** | | |
| Personnel Costs* | $ 241,660 | $ 15,000 |
| Consultant Services | $ 33,200 | $ |
| Contract Services | $ - | $ |
| Office Supplies | $ - | $ |
| Office Rental (Mortgage) | $ 109,284 | $ |
| Equipment Rental and Purchase | $ 9,000 | $ |
| Phone | $ 6,300 | $ |
| Copying/Printing | $ 2,500 | $ |
| Fuel/Electric | $ 18,000 | $ |
| Other (specify) Postage | $ 2,000 | $ |
| Other (specify) | $ - | $ |
| Other (specify) Bldg Maintenance/Security | $ 39,650 | $ |
| Other (specify) Insurance & Permits | $ 20,900 | $ |
| Other (specify) Meal Program | $ 12,000 | $ |
| Other (specify) Prog Materials/Supplies | $ 9,800 | $ |
| Other (specify) Field Trips | $ 15,500 | $ |
| Other (specify) Van Insurance | $ 5,000 | $ |
| Other (specify) Summer Camp Project | $ 16,000 | $ |
| Other (specify) Advertising | $ 1,500 | $ |
| Other (specify Fundraising/Special Events | $ 16,000 | $ |
| **Total Uses** | $ 558,294 | $ 15,000 |

*Note: Total CDBG funding must equal the Requested CDBG funding.

**Sources of Funds**

| | |
|---|---|
| Requested CDBG* | $ 15,000 |
| Other (specify) Government Grants | $ 28,150 |
| Other (specify) Foundations/Corporations | $ 177,500 |
| Other (specify) Community & Church Grants | $ 21,000 |
| Other (specify) Individual & Board Donations | $ 221,644 |
| Other (specify) Fundraising Events | $ 45,000 |
| Other (specify) Enrollment Fees | $ 50,000 |
| **Total Sources** | $ 558,294 |

*If the full amount of requested CDBG funding is not awarded, are other funding sources available to compensate for those CDBG funds not awarded? Yes X No _____

Explain:

_____

_____

_____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
THE CITY OF HOBOKEN

PROJECT TITLE/NUMBER
FAMILY PLANNING
5-05M1-12

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

Section 1.

NON-CONSTRUCTION PROJECT
BUDGET

| Budget Line Items | Total Budget | CDBG Budget |
|---|---|---|
| USES | | |
| Personnel Costs* | $952,183.00 | $20,000.00 |
| Consultant Services | $132,083.00 | $ |
| Contract Services | $168,734.00 | $ |
| Office Supplies | $22,137.00 | $ |
| Office Rental | $104,404.00 | $ |
| Equipment Rental and Purchase | $ | $ |
| Phone | $22,127.00 | $ |
| Copying/Printing | $3,038.00 | $ |
| Fuel/Electric | $7,158.00 | $ |
| Other (specify) **Family Planning & Cancer Prg. Costs** | $858,713.00 | $ |
| Other (specify) | $ | $ |
| Total Uses | **$2,270,577.00** | **$20,000.00** |

| SOURCES | |
|---|---|
| Requested CDBG | $20,000.00 |
| Other (specify) **City of Hoboken** | $3,000.00 |
| Other (specify)**Family Planning & Prg. Inc.; NJCEED & Other Funding** | $2,247,577.00 |
| Other (specify) | $ |
| Total Sources | $2,270,577.00 |

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
THE CITY OF HOBOKEN

PROJECT TITLE/NUMBER
UNITED CEREBRAL PALSY-SPECIAL NEEDS PROGRAM
5-05B1-12

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

Section 1.

NON-CONSTRUCTION PROJECT
BUDGET

| Budget Line Items | Total Budget | CDBG Budget |
|---|---|---|
| USES | | |
| Personnel Costs* | $63,146.00 | $ |
| Consultant Services | $ | $ |
| Contract Services | $ | $ |
| Office Supplies | $3,156.00 | $ |
| Office Rental | $62,847.00 | $ |
| Equipment Rental and Purchase | $ | $ |
| Phone | $832.00 | $ |
| Copying/Printing | $ | $ |
| Fuel/Electric | $ | $ |
| Other (specify)**Utilities** | $8,831.00 | $2,000.00 |
| Other (specify)**Other Facility Costs** | $12,893.00 | $ |
| Other (specify)**Admin & Gen. Support** | $107,412.00 | $ |
| Total Uses | **$259,117.00** | **$2,000.00** |

| | |
|---|---|
| SOURCES | |
| Requested CDBG | $2,000.00 |
| Other (specify) **NJ DHS (DDD)** | $257,117.00 |
| Other (specify) | $ |
| Other (specify) | $ |
| Total Sources | $259,117.00 |

Section 2: PROJECT STATUS REPORT .

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
CITY OF HOBOKEN

PROJECT TITLE/NUMBER
PROGRAM ADMINISTRATION
1-21A1-12

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

Section 1.

NON-CONSTRUCTION PROJECT
BUDGET

| Budget Line Items | Total Budget | CDBG Budget |
|---|---|---|
| USES | | |
| Personnel Costs* | $242,057.00 | $25,000.00 |
| Consultant Services | $ | $ |
| Contract Services | $ | $ |
| Office Supplies | $ | $ |
| Office Rental | $ | $ |
| Equipment Rental and Purchase | $ | $ |
| Phone | $ | $ |
| Copying/Printing | $ | $ |
| Fuel/Electric | $ | $ |
| Other (specify) | $ | $ |
| Other (specify) | $ | $ |
| Other (specify) | $ | $ |
| Other (specify) | $ | $ |
| Other (specify) | $ | $ |
| Total Uses | **$242,057.00** | **$25,000.00** |
| SOURCES | | |
| Requested CDBG | $25,000.00 | |
| Other (specify) **City of Hoboken** | $192,057.00 | |
| Other (specify) | $ | |
| Other (specify) | $ | |
| Other (specify) | $ | |
| Total Sources | $217,057.00 | |

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

# SUBRECIPIENT AGREEMENT

SUBRECIPIENT:
**CITY OF HOBOKEN**

PROJECT TITLE/NUMBER
**MULTI-SERVICE CENTER IMPROVEMENTS**
**5-03E1-12**

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

ATTACHEMENT A
PROJECT BUDGET, SCHEDULE, SEMI-ANNUAL REPORT

Section 1: PROJECT BUDGET

CONSTRUCTION PROJECT
BUDGET

| | Total Budget | CDBG Budget |
|---|---|---|
| Budget Line Items | | |
| USES | | |
| Construction Fees and Charges | | |
| Architectural/Engineering Fees | $ | $ |
| Consultant Fees | $ | $ |
| Other Fees | $ | $ |
| Construction | $ | $ |
| Demolition Costs | $ | $ |
| Construction Costs | $319,440.00 | $233,750.00 |
| A/E Supervision Fees During Construction | $ | $ |
| Other ( specify) **A/E both pre-con & Construction** | $56,372.00 | $41,250.00 |
| Contingencies | | |
| Other (specify) | $ | $ |
| Total Uses | **$375,812.00** | **$275,000.00** |
| SOURCES | | |
| Requested CDBG | $275,000.00 | $275,000.00 |
| Other (specify)**Proposed Reprogramming of unspent CDBG** | $100,812.00 | $ |
| Other (specify) | $ | $ |
| Other (specify) | $ | $ |
| Total Sources | **$375,812.00** | **$275,000.00** |

CONSTRUCTION PROJECT TIMETABLE

| Activities | Projected Dates |
|---|---|
| Advertise for A/E Firm | N/A |
| Award A/E Contract | N/A |
| Advertise for Construction Bids | 8/12/12 |
| Award Construction Contract | 9/3/12 |
| Preconstruction Meeting | 9/14/12 |
| Commence Construction | 9/21/12 |
| Complete Construction | 2/30/12 |

Note: All construction projects must be publicly bid. Additionally, construction projects are subject to Davis Bacon wages.

**Sponsored by: _____**

**Seconded by: _____**

**City of Hoboken**
**Resolution No.:___**

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE FISCAL RESPONSIBILITY PLAN AGREEMENT WITH THE HOBOKEN HOUSING AUTHORITY AND HUD**

**WHEREAS,** the Hoboken Housing Authority is required to enter into a fiscal management agreement with HUD as a result of prior fiscal mismanagement; and,

**WHEREAS**, HUD has requested the City of Hoboken act as a signatory for the Agreement, given the City's appointment, oversight and removal authority over the HHA Commissioners; and,

**WHEREAS**, the terms of the City's obligations are laid out in the Agreement, ***attached hereto***, and the City Council is now called upon to either accept or reject the terms.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Hoboken in the County of Hudson as follows:

1. The City Council hereby accepts the HHA Fiscal Management Agreement, ***attached hereto***; and,
2. The City Council hereby directs the Mayor and her Administration to notify Hoboken Housing Authority and HUD of this acceptance immediately.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized and directed to proceed to execute and finalize this agreement, or one substantially similar with no substantive changes, expeditiously, and to take any steps necessary to effectuate the Agreement.

**MEETING: September 5, 2012**

**REVIEWED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

**Recovery Agreement between**
**the Housing Authority of the City of Hoboken**
**and**
**the United States Department of Housing and Urban Development**
**and**
**the City of Hoboken**

This Recovery Agreement is entered into between the Housing Authority of the City of Hoboken, the UNITED STATES DEPARMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Hoboken as of this 16th day of August, 2012.

In consideration of the mutual covenants and agreements herein contained, HUD, the Housing Authority of the City of Hoboken and the City of Hoboken agree as follows:

I. The Housing Authority of the City of Hoboken agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.

II. The Housing Authority of the City of Hoboken and the City of Hoboken agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery.

III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.

IV. Upon execution of the Agreement, the Housing Authority of the City of Hoboken will commence with the required actions listed in the Plan within the timeframes set forth therein.

V. The Housing Authority of the City of Hoboken will cure identified deficiencies within the timeframes established in the Action Plan.

VI. Subject to section XII, regardless of possible changes in the Housing Authority of the City of Hoboken's Board composition, or the decision-making individuals for HUD or the City of Hoboken, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the Housing Authority of the City of Hoboken has completed all items listed in the Plan, even if HUD removes the Housing Authority of the City of Hoboken's troubled/substandard designation.

VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the Housing Authority of the City of Hoboken to facilitate accomplishment of the items in the Action Plan. The Housing Authority of the City of Hoboken's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.

VIII. The Housing Authority of the City of Hoboken shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the Housing Authority of the City of Hoboken's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.

IX. HUD will review the Action Plan progress reports submitted by the Housing Authority of the City of Hoboken and supporting documentation. HUD will confirm in writing to the Housing Authority of the City of Hoboken the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.

X. If the Housing Authority of the City of Hoboken disagrees with HUD's determination concerning the completion of any item, the Housing Authority of the City of Hoboken may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the Housing Authority of the City of Hoboken with a written notice of its decision.

XI. The failure of the Housing Authority of the City of Hoboken, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

a. Consolidation;
b. Consortia/Joint Venture;
c. Contraction of Operational Activities;
d. Cooperative Endeavor Agreement;
e. Debarment;
f. Deliver possession and control of project(s) to HUD;
g. Limited Denial of Participation;
h. Receivership; and/or
i. Suspension.

XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the Housing Authority of the City of Hoboken as set forth in this section of the Agreement for noncompliance with original timeframes.

XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.

XIV. HUD, the Housing Authority of the City of Hoboken and their employees, subcontractors, partners or assigns, and the City of Hoboken shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.

XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.

XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.

XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement. Otherwise, this agreement may be amended by mutual agreement of the parties.

XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.

XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the Housing Authority of the City of Hoboken, or in any way excuse the Housing Authority of the City of Hoboken from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the Housing Authority of the City of Hoboken's right to take any remedial action allowed by the Agreement.

XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. The City of Hoboken, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Housing Authority of the City of Hoboken. As a signatory of this Agreement, the City of Hoboken commits to oversee and monitor its duly appointed agents, the appointees to the Housing Authority of the City of Hoboken Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Housing Authority of the City of Hoboken Board to discharge its duties under this Agreement, the City of Hoboken will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____
Sonia L. Burgos
Public Housing Director
New Jersey State Field Office

Housing Authority of the City of Hoboken
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By: _____
Jake Stuiver
Board Chair
Housing Authority of the City of Hoboken

By: _____
Carmelo G. Garcia
Executive Director
Housing Authority of the City of Hoboken

By: _____
Honorable Mayor, Dawn Zimmer
Mayor
City of Hoboken

or the Hoboken Housing Authority's right to take any remedial action allowed by the Agreement.

XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. The Housing Authority of the City of Hoboken, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Hoboken Housing Authority. As a signatory of this Agreement, the Housing Authority of the City of Hoboken commits to oversee and monitor its duly appointed agents, the appointees to the Hoboken Housing Authority Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Hoboken Housing Authority Board to discharge its duties under this Agreement, the Housing Authority of the City of Hoboken will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____
Sonia L. Burgos
Public Housing Director
New Jersey State Field Office

Hoboken Housing Authority
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By: _____
Jake Stuvier
Board Chair
Hoboken Housing Authority

By: _____
Carmelo G. Garcia
Executive Director
Hoboken Housing Authority

By: _____
Honorable Mayor, Dawn Zimmer
Mayor
City of Hoboken

**Sponsored by: _____**

**Seconded by: _____**

**City of Hoboken**
**Resolution No.:___**

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE SHARED SERVICE AGREEMENT WITH THE HOBOKEN BOARD OF EDUCATION**

**WHEREAS,** the Department of Health and Human Services requires utilization of the Hoboken Board of Education's buses; and,

**WHEREAS**, the Administration and the BOE have determined that a Shared Service Agreement is the appropriate avenue for effectuating both parties' needs; and,

**WHEREAS**, the terms of the City's benefits and obligations are laid out in the Shared Service Agreement, ***attached hereto***, and the City Council is now called upon to either accept or reject the terms.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Hoboken in the County of Hudson as follows:

1. The City Council hereby accepts the Shared Service Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby directs the Mayor and her Administration to notify Hoboken Board of Education of this acceptance.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized and directed to proceed to execute and finalize this agreement, or one substantially similar with no substantive changes, expeditiously, and to take any steps necessary to effectuate the Agreement.

**MEETING: September 5, 2012**

**REVIEWED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

# SHARED SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this _____ of _____, 2011

**BETWEEN**: **THE HOBOKEN BOARD OF EDUCATION**
1115 Clinton Street
Hoboken, N.J. 07030
("The Board")

**AND**: **THE CITY OF HOBOKEN**
94 Washington St.
Hoboken, N.J. 07030
("Hoboken")

**WHEREAS** The Board possesses certain school transportation vehicles and employs drivers with commercial drivers licenses that have appropriate endorsements required by the New Jersey Motor Vehicle Commission in order to transport its students to and from school ("Transportation Facilities") ; and

**WHEREAS** Hoboken, through its Department of Recreation, provides and administers youth sports programs for residents of the City and seeks to provide participants in these programs with transportation to and from scheduled events ("Transportation Services"); and

**WHEREAS** The Board seeks to make available to Hoboken its Transportation Facilities when they are not being used for Board purposes so that Hoboken can provide Transportation Services; and

**WHEREAS** Pursuant to *N.J.S.A.* 18A:39-22 and N.J.A.C. 6A:27-7.8, the Board may permit its Transportation Facilities to be used to transport children and adults participating in recreation programs operated by Hoboken; and

**WHEREAS** Hoboken and the Board wish to enter into an agreement whereby the Board would furnish Hoboken with Transportation Services; and

**WHEREAS** Hoboken and the Board have adopted appropriate resolutions approving the terms of this Agreement;

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**NOW THEREFORE** In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the Board and Hoboken agree as follows:

## 1. TRANSPORTATION SERVICES

The Board agrees to provide Hoboken with Transportation Facilities subject to the availability of such school Transportation Facilities. Hoboken shall notify the Board of its desire for the Board to provide Transportation Facilities at least seven (7) days before a scheduled Transportation Services event. The Board shall have priority use of its Transportation Facilities and will provide Transportation Facilities to Hoboken subject to their availability.

Hoboken shall provide the Board with at least 24 hours notice if it needs to cancel a scheduled Transportation Services event. If Hoboken fails to provide such notice, Hoboken shall reimburse the Board for all reasonable expenses it incurs pursuant to Section 2 below.

## 2. EXPENSES

Hoboken agrees to reimburse the Board for its costs to provide Transportation Facilities to Hoboken, including, but not limited to, bus driver salaries, fuel expenses, insurance and depreciation. Such costs shall be calculated as follows: Twenty-Four Dollars ($24.00) per hour plus Fifty-One Cents ($.51) per mile, portal to portal.

The Board shall provide Hoboken with an invoice detailing these costs at the end of each month. Such invoice shall be payable within sixty (60) days of its receipt.

## 3. LIABILITY INSURANCE

Hoboken shall secure and maintain, for the entire duration of the contract and at its own cost, liability insurance with the following minimum coverage: minimum coverage of three million dollars ($3,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate from an insurance company licensed to do business in the State of New Jersey. The policy shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the Board. Hoboken shall provide the Board with a certificate of insurance, which shall indicate that the Board is an additional insured and shall provide same before the Board provides Transportation Services.

Hoboken and the Board shall also maintain Workers Compensation Insurance with Employers Liability Limits of no less than five hundred thousand dollars ($500,000) for their employees, as applicable.

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The Board shall carry, for the entire duration of the contract and at its own cost, commercial auto insurance for owned and non-owned automobiles with limits of no less than one million dollars ($1,000,000) for bodily injury and property damage combined single limit per occurrence.

## 4. INDEMNIFICATION

Hoboken shall indemnify and hold harmless the Board, its employees, agents, officers, servants and all members of the Board from any and all liability, damages, suits, claims, fees, costs and expenses (including attorneys' fees) suffered or incurred or paid in connection with any claim, suit, damages, demand for payment or settlement arising out of the acts or omissions of Hoboken's employees, agents, officers, managers, directors, and servants arising out of Hoboken's use of the Board's Transportation Facilities while providing Transportation Services pursuant to this Agreement, except if the Board, its employees, agents, officers, and servants are solely responsible for any such claims.

Hoboken agrees to reimburse the Board for any expenses related to any vandalism or damage to Board property, except normal wear and tear, ~~to Board property which may~~ that occurs as a result of Hoboken's provision of Transportation Services under this Agreement.

The Board shall indemnify and hold harmless Hoboken, its employees, agents, officers, servants and all members of the Governing Body from any and all liability, damages, suits, claims, fees, costs and expenses (including attorneys' fees) suffered or incurred or paid in connection with any claim, suit, damages, demand for payment or settlement arising out of the acts or omissions of the Board's employees, agents, officers, managers, directors, and servants arising out of Hoboken's use of the Board's Transportation Facilities while providing Transportation Services pursuant to this Agreement, except if Hoboken, its employees, agents, officers, and servants are solely responsible for any such claims.

## 5. TERM

This Agreement shall commence on the day it is executed and shall automatically be renewed on July 1st of each year during the term, unless either party provides the other party with thirty (30) days written notice of its intent not to renew the Agreement. No automatic renewals will occur on or after June 30, 2016.

Termination Without Cause: Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days written notice served on the other party.

Termination With Cause: The Board may terminate this Agreement upon a determination, made by the Board at the Board's sole discretion, that termination is necessary for the health or safety of its school, students, or staff. In such a case, the Board shall notify Hoboken in writing, and termination shall be effective immediately.

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## 6. ASSIGNMENT

Hoboken shall not assign, transfer, or sublet this Agreement or any portion thereof without the prior written consent of the Board.

## 7. EMPLOYEES

The Board shall remain the sole employer of the bus drivers who will drive the buses pursuant to this Agreement and shall at all times retain sole authority over the terms and conditions of employment of its personnel and shall be solely responsible for the payment of all wages and the proper withholding of all applicable taxes, etc.

Hoboken shall remain the sole employer of its personnel associated with the recreational programs and shall at all times retain sole authority over the terms and conditions of employment of its personnel and shall be solely responsible for the payment of all wages and the proper withholding of all applicable taxes, etc.

Neither Hoboken nor the Board will discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, Hoboken and the Board will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Board agrees that all the drivers providing services under this Agreement are duly qualified for the position in compliance with New Jersey statute and regulations governing school districts, including having undergone all background checks and drug testing as required by law. Hoboken agrees that it shall conduct mandatory background checks, in compliance with New Jersey statute and regulations governing school districts, on each and every Hoboken employee or volunteer who will be present on school property or who will come into contact with any children participating in its recreational programs. Hoboken further agrees that it will institute random drug testing for all such individuals and will further take all necessary precautions to ensure that the individuals it places in contact with any children do not pose a threat to the health or safety of the children enrolled in its recreational programs and entrusted to the care of Hoboken.

## 8. COMPLIANCE WITH LAW AND POLICY

The Parties agree to comply with all federal and state laws, local ordinances, and applicable Board policies.

## 9. NOTICES

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Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this Article.

**For the Board:**

Hoboken Board of Education
Timothy Calligy,
Director of Facilities
1115 Clinton Street
Hoboken , NJ 07030

**For Hoboken:**

Corporation Counsel and Director of
Human Services
City of Hoboken
94 Washington Street
Hoboken , NJ 07030

**10. CHOICE OF LAW**

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other.

**11. ENTIRE AGREEMENT**

This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed on behalf of each of the parties.

**12. FILING**

Upon its execution, this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:65-4.

**13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

**14. SEVERABILITY**

If any part of this Agreement shall be held to be unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

**15. WARRANTY**

The Board warrants that all transporttion vehicles used to provide Transporation Services under this Agreement are licensed, maintained and inspected as required by law

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and are in good and safe working condition as required by law. Hoboken shall be relieved of any liability for damages, shall be reimbursed for and relieved of any charges accrued under this Agreement, and shall be relinquished of its obligation to indemnify the Board if it is found that the Transportation Facilities fail to comply with this Section of the Agreement.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper officers, the day and year first above written.

| | |
|---|---|
| The City of Hoboken | Hoboken Board of Education |
| ATTEST: | By: |
| _____ | _____ |
| Dawn Zimmer, Mayor | Rose Marie Markle, Board President |
| ATTEST: | By:_____ |
| _____ | William Takacs, Business Administrator/Board Secretary |
| James Farina, City Clerk | |





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OKIN, HOLLANDER & DELUCA, L.L.P.
COUNSELLORS AT LAW
ONE PARKER PLAZA
FORT LEE, NEW JERSEY 07024
PAUL S. HOLLANDER 201-947-7500 Fax: 201-947-2663
phollander@ohdlaw.com

August 16, 2012

**Via email: mlongo@hobokennj.org**

Mellissa Longo, Esq.
Interim Corporation Counsel
Office of Corporation Counsel
94 Washington Street, 2nd Floor
Hoboken, NJ 07030

**Re: Hudson Healthcare, Inc.**
**Case No. 11-33014 (DHS)**

Dear Mellissa:

As a follow up to our recent telephone conversation, I am enclosing for the City's permanent files, two (2) Orders that were recently entered by the Court as part of the finalization of the Hudson Healthcare, Inc. ("HHI") Chapter 11 case:

(i) Order Confirming Findings of Fact, Conclusions of Law and Order Confirming the Third Amended Joint Plan of Orderly Liquidation dated July 31, 2012; and

(ii) Stipulation and Consent Order Resolving Claims of Darwin Select Insurance Company and for Other Relief dated July 18, 2012 (a copy of which was previously sent to you on July 24, 2012).

With these two (2) Orders now in place, I believe that my firm's involvement, on behalf of the City, in the HHI Chapter 11 case should finally be at an end. I would recommend that you retain these Orders in the same permanent file that the City maintains for the other closing documents that were forwarded to your office on January 27, 2012.

The Confirmation Order (at page 32 of 203; Section H.28) approves the releases and injunctions contained in the Plan, including in Section 12.4 of the Plan, which, insofar as the City and the Parking Authority and their respective Current Officials (who were collectively

included in the definition of "Covered Parties") are concerned, prevent all Entities and their Related Parties from pursuing Covered Claims against Covered Parties. The Plan releases and injunctions in favor of the Covered Parties are in addition to the releases and injunctions that the Covered Parties received as part of the Sale and Settlement Agreement Approval Order (which was included as one of the documents forwarded to you on January 27, 2012.)

I am also enclosing a copy of what I trust will be our final statement. As discussed, the statement exceeds our approved amount by approximately $30,000.00. A review of the statement will reflect that substantially all of our "over budget" time related to litigation with the Creditors Committee (the "Committee"), Darwin Select Insurance Company ("Darwin") and National Union regarding their last minute attempts to use the Plan and the confirmation process as a pretext to try to modify certain of the protections which the City and the Hospital Authority were given under the Sale and Settlement Agreement Approval Order.[1] In essence the Committee, Darwin and National Union attempted, for their own separate purposes, to try to re-trade certain of the insurance related protections that the City and the Hospital Authority had negotiated for and achieved as part of the Settlement Agreement.

Most of the disputes with the Committee, Darwin and National Union had to do with the tail insurance coverage that had been purchased as part of the Sale Agreements from Darwin (with respect to general and professional liability claims) and from National Union (with respect to employment practices and D&O claims.) Although neither Darwin or National Union objected to the Sale or Settlement Agreement Approval Order, they attempted (at times, seemingly in conjunction with the Committee) to re-litigate and thereby narrow their potential exposure to defend and indemnify the City and the Hospital Authority under their respective tail policies and/or to try to impose on the City and the Hospital Authority responsibility for deductibles or self insured amounts that would not be paid or covered by HHI. In the end, the issues raised by the Committee, Darwin and National Union were resolved in a manner that did not expose the City or the Hospital Authority to further liability for deductibles or self insured amounts or otherwise dilute the releases and injunctions that the City and the Hospital Authority and their respective Covered Persons received against Covered Claims.

Unfortunately the only way that we (along with counsel for the Hospital Authority) were able to preserve these protections was to stay on top of these issues and make sure that HHI and the Committee did not give away to Darwin and/or National Union, any of the

[1] Some of our "over budget" time entries also related to the Cairo matter which was an employment practices claim which HHI and the Committee allowed to proceed against the Hospital Authority in violation of the injunction contained in the Settlement Agreement Approval Order. There are also some time entries relating to the Mecka OPRA litigation that could have implicated the City's interest had it not been dismissed as a result of litigation before the Bankruptcy Court.

protections that had been secured on behalf of the City (and the Hospital Authority) as part of the Settlement Agreement.

Now that the Plan has been confirmed and the Confirmation Order has become final (with the releases and injunctions contained in the Plan approved therein), we believe that now would be an appropriate time for the Hospital Authority to initiate the process and take all necessary steps to dissolve itself in accordance with applicable law.

In the event you have any questions about the enclosed Orders or the additional work that was required of us, please call me.

Very truly yours,

OKIN, HOLLANDER & DeLUCA, L.L.P.

By: /s/ Paul S. Hollander
Paul S. Hollander

PSH/jy
cc: Mayor Dawn Zimmer-Via Email

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

**RESOLUTION TO AMEND THE CONTRACT WITH OKIN, HOLLANDER & DELUCA, LLP FOR SERVICES AS SPECIAL LEGAL COUNSEL – BANKRUPTCY TO THE CITY OF HOBOKEN RELATING TO THE BANKRUPTCY FILINGS INVOLVING HOBOKEN UNIVERSITY MEDICAL CENTER TO INCREASE THE NOT TO EXCEED AMOUNT BY $30,000.00**

**WHEREAS**, the City previously appointed and contracted for the services of Paul S. Hollander, Esq. of Okin, Hollander & DeLuca, LLP to serve as Special Legal Counsel relating to any bankruptcy proceedings commencing in relation to Hoboken University Medical Center; and,

**WHEREAS**, the August 4, 2011 proposal of Paul S. Hollander, which originally constituted the Agreement between Okin, Hollander & DeLuca, LLP and the supplemental amended City contract dated March 21, 2012 shall be further amended by a City contract which amends and increases the not to exceed amount by an additional Thirty Thousand ($30,000.00) Dollars; and,

**WHEREAS**, the remainder of the terms of the March 21, 2012 agreement shall remain unchanged; and,

**WHEREAS**, Okin, Hollander & DeLuca, LLP is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS**, there is a continuing, ongoing, and urgent need for said service, which therefore remains exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $30,000.00 is available in the following appropriations Special Counsel in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Okin, Hollander & DeLuca, LLP for the services of Paul Hollander, Esq. to represent the City as Special Legal Counsel in the pending bankruptcy litigation relating to the Hoboken University Medical Center, originally for a not to exceed amount of $17,500.00, and previously amended to increase the not to exceed amount by $135,000.00 and an additional $50,000.00, and an additional $20,000.00, shall be heretofore amended again to increase the not to exceed amount by an additional Thirty Thousand ($30,000.00) Dollars;

**BE IT FURTHER RESOLVED** that the remainder of the amended March 21, 2012 contract shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Okin, Hollander & DeLuca, LLP; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

**RESOLUTION TO APPROVE THE ATTACHED REVISED OPRA REQUEST FORMS FOR THE CITY OF HOBOKEN**

**WHEREAS**, the City Clerk is deemed the Custodian of Records pursuant to the Open Public Records Act ("OPRA"); and,

**WHEREAS**, the City Clerk has requested the City Council review the attached revised OPRA request forms, to ensure approval by the governing body prior to commencement of use; and,

**WHEREAS**, the City Council finds the attached forms are compliant with state standards, are similar to state utilized forms, and provide the Custodian and requestors with more thorough documentation to ensure clarification of the process and the City's responses.

**NOW THEREFORE, BE IT RESOLVED** that the City Council hereby approves the attached OPRA request forms, and authorizes the City Clerk to begin utilizing the new forms immediately in place of any older forms; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and the City Clerk for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa Longo
Interim Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

# City of Hoboken

Custodian of Records

## GOVERNMENT RECORDS REQUEST FORM

**94 Washington Street**
**Hoboken, NJ 07030**
**Phone: 201-239-6651 Fax: 201-420-2085**
**Email: CITYCLERK@hobokennj.org Website: Hobokennj.org**

**IMPORTANT NOTICE**

The LAST PAGE of this form contains important information related to your rights concerning government records. Please read it carefully.

**Requester Information – Please Print**

First Name _____ MI _____ Last Name _____
E-mail Address _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone _____ FAX _____

Requested Delivery*: Pick up ☐ US Mail ☐ On-Site Inspect ☐ Fax ☐ Email ☐
Special Requests Regarding Delivery Format:_____
**All requests will be via hard copy mail delivery unless otherwise specified.*

**If you are requesting records containing personal information, please select one:** Under penalty of N.J.S.A. 2C:25-3, I certify that I ☐ ***HAVE*** / ☐***HAVE NOT*** been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

Signature _____ Date _____

**Maximum Authorized Cost**
$ _____

**Select Payment Method**
Cash ☐ Check ☐ Money Order ☐
**Fees:**
$0.05 per letter page
$0.07 per legal page or larger
Actual Costs will be charged for alternative methods of delivery
**Delivery:** Additional delivery/postage fees will apply, where applicable, depending upon delivery type.
**Extras:** Special service charge fees will apply dependent upon request

**Record Request Information:** Please be as specific as possible in describing the records being requested. **ALSO, PLEASE NOTE THAT YOUR PREFERRED METHOD OF DELIVERY WILL ONLY BE ACCOMMODATED IF THE CUSTODIAN HAS THE TECHNOLOGICAL MEANS AND THE INTEGRITY OF THE RECORDS WILL NOT BE JEOPARDIZED BY SUCH METHOD OF DELIVERY. (BOLD ITEMS ARE, GENERALLY, IMMEDIATE ACCESS DOCUMENTS.)**

- ☐ **Budget**: _____
- ☐ **Bills/Invoices/Vouchers**: _____
- ☐ **Contracts**: _____
- ☐ **Employee Salary/Overtime Information**: _____
- ☐ Ordinance/Resolution: _____
- ☐ Police Records: _____
- ☐ Other: _____

**CUSTODIAN USE ONLY**

**Disposition Notes:** (requests for additional time/ deposits / additional fees):

**CUSTODIAN USE ONLY**

Date Opened: _____
Date Due: _____
Date Complete: _____
Date Released: _____

**CUSTODIAN USE ONLY**

| **Tracking Information** | **Final Cost /Disposition** |
|---|---|
| Tracking # _____ | Total _____ |
| Rec'd Date _____ | Deposit _____ |
| Ready Date _____ | Balance Due _____ |
| Total Pages _____ | Balance Paid _____ |
| | Fees Waived By _____ |

**Records Provided**

_____ _____
**Custodian Signature** **Date**

**DEPOSITS**

The custodian may require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the information thus requested will cost in excess of $5 to reproduce.

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

☐ **YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):**

(To be completed by the Custodian of Records- Check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days, except for immediate access documents as provided for above.)**

☐ **N.J.S.A. 47:1A-1.1**

☐ ☐ Inter-agency or intra-agency advisory, consultative or deliberative material
☐ ☐ Law enforcement records: Medical examiner photos; Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed); Victim's records
☐ ☐ Trade secrets and proprietary commercial or financial information
☐ ☐ Any record within the attorney-client privilege
☐ ☐ Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
☐ ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
☐ ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic date or software
☐ ☐ Information which, if disclosed, would give an advantage to competitors or bidders
☐ ☐ Information generated by or on behalf of public employers or public employees in connection with: Any sexual harassment complaint filed with a public employer; Any grievance filed by or against an employee; Collective negotiations documents and statements of strategy or negotiating
☐ ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
☐ ☐ Information that is to be kept confidential pursuant to court order
☐ ☐ Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
☐ ☐ Social security numbers
☐ ☐ Credit card numbers
☐ ☐ Unlisted telephone numbers
☐ ☐ Drivers' license numbers
☐ ☐ Biotechnology trade secrets **N.J.S.A. 47:1A-1.2**
☐ ☐ Convicts requesting their victims' records **N.J.S.A 47:1A-2.2**
☐ ☐ Ongoing investigations of non-law enforcement agencies (disclosure is inimical public interest) **N.J.S.A.** 47:1A-3.a
☐ ☐ Public Defender records **N.J.S.A. 47:1A-5.k**
☐ ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and Privileges created by State Constitution, statute, court rule or judicial case law **N.J.S.A. 47:1A-9**
☐ ☐ Personnel and pension records, **EXCEPT** specific information identified as follows:
- An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
- When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
- Data contained in information which disclose conformity with specific experiential educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information **N.J.S.A. 47:1A-10**

☐ **N.J.S.A. 47:1A-1**

† "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy"

Burnett v. County of Bergen, 198 N.J. 408 (2009). Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

☐ **Executive Order No. 21 (McGreevey 2002)**

☐ Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism. Records exempted from disclosure by State agencies' proposed rules are exempt from disclosure by this Order.

☐ **Executive Order No. 26 (McGreevey 2002)**

☐ Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
☐ Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
☐ Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
☐ Information in a personal income or other tax return
☐ Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed

- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

**Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.**
**(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each records.)**

**Other reasons for denial of OPRA request:**

**ACKNOWLEDGEMENT**

**I hereby acknowledge that the document(s) specifically requested herein *were /were not /were partially* provided. I hereby acknowledge that the Custodian of Records responded to and closed out my request on the date I sign this Acknowledgement. My signature on this Acknowledgement does not foreclose my rights to appeal the decisions of the Custodian relating to this OPRA request. I further certify under penalty of N.J.S.A. 2C:25-3, that I *have / have not* been convicted of any indictable offense under the laws of the State of New Jersey, any other state, or the federal government.**

_____ _____

**Requestor's Signature** **Date**

**ADDITIONAL INFORMATION FOR INDIVIDUALS SUBMITTING OPRA REQUESTS**

1. In order to request access to government records under OPRA, you must complete all the required portions of and date this request form and deliver it in person during regular business hours or by mail, fax or electronically to the agency custodian of records. Your request is not considered filed until the agency custodian of records receives the request form. If you submit the request form to any other officer or employee of the ***City of Hoboken,*** that officer or employee may not have the authority to accept your request form on behalf of the ***City of Hoboken*** and your request will be directed to the agency custodian of records. The seven (7) business day response time will not commence until the agency custodian of records receives the request form.

2. The fees for duplication of a government records in printed form are listed on the front of this form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the Government Records Council.

3. If it is necessary for the records custodian to contact you concerning your request, providing identifying information, such as your name, address, telephone number, fax number or e-mail address is required. Where contact is not necessary, anonymous requests are permitted; except that anonymous requests for personal information are not honored.

4. ***You may be charged a 50% or other deposit when a request for copies exceeds $25.*** The ***City of Hoboken*** custodian will contact you and advise you of any deposit requirements. Anonymous requests, when permitted, require a deposit of 100% of estimated fees. You agree to pay the balance due upon delivery of the records.

5. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family.

6. By law, the ***City of Hoboken*** must notify you that it grants or denies a request for access to government records with seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.

7. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.

8. If the ***City of Hoboken*** is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form and send you a signed and dated copy.

9. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.

10. If your request for access to a government record has been denied or unfilled within seven (7) business days required by law, you have the right to challenge the decision by the ***City of Hoboken*** to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a compliant in writing with the Government Records Council ("GRC"), You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. the Council can also answer other questions about the law.

11. All Information provided on this form is subject to disclosure under the Open Public Records Act.

INTRODUCED BY:_____
SECONDED BY:_____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**RESOLUTION TO APPROVE A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT IN THE AMOUNT OF UP TO $37,500.00 WITH THE NEW JERSEY HISTORIC TRUST FOR A HISTORIC SITE MANAGEMENT GRANT FOR HOBOKEN CITY HALL**

**WHEREAS** Hoboken City Hall is located at 94 Washington Street, Hoboken, New Jersey, County of Hudson; and**,**

**WHEREAS** Hoboken City Hall received a SHPO opinion letter in 1975 making the site eligible for funding through the New Jersey Garden State Historic Trust; and,

**WHEREAS** The history of Hoboken City Hall is critical to the political, social and economic development of the City of Hoboken; and,

**WHEREAS** The City of Hoboken has recommended the commissioning of a Historic Structures Report and Structural Analysis to provide for the restoration and preservation of Hoboken City Hall; and,

**WHEREAS** There are grant funds available through the New Jersey Garden State Historic Preservation Trust Fund, Historic Site Management Grants Program for this purpose; and,

**WHEREAS** The City of Hoboken will submit an application to the Historic Preservation Trust Fund on or about September 20, 2012 for a $37,500.00 grant that requires matching funds in the amount of 25% of the total project cost, hence the City's match is $12,500, or 25% of the total project cost of $50,000; and,

**WHEREAS** The application to the Trust Fund requires that matching funds are either currently available or will be available by the June 2013 for the purpose of the project and the City of Hoboken intends to provide its matching funds at the time of grant acceptance, subject to appropriation.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken that the City of Hoboken is authorized to submit an application to the New Jersey Garden State Historic Preservation Trust Fund, Historic Site Management Grants Program for a $37,500.00 grant with a 25% match required from the City of Hoboken in the amount of $12,500.00 based on the total

project cost of $50,000 for a Historic Structures Report and Structural Analysis of Hoboken City Hall; and

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement, subject to the ability to obtain a certification of funds for the City's required matching funds prior to execution, on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____,2012

_____
Clerk

My signature and the Municipal Clerk's seal server to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL _____ _____
Clerk Mayor

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO APPROVE TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH IBM FOR THE SMARTER CITIES CHALLENGE, FOCUSING ON SENSORS FOR SMART PARKING AND THE ESTABLISHMENT OF A TECH-BASED BUSINESS INCUBATOR**

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Hoboken formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the IBM Smarter Cities Challenge on behalf of the City of Hoboken.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____,2012

_____
Clerk

My signature and the Municipal Clerk's seal server to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL _____ _____
Clerk Mayor

# About the Smarter Cities Challenge

In 2010, IBM Citizenship created the Smarter Cities Challenge to help 100 cities over a three-year period to address some of the critical challenges facing cities. We do this by contributing the time and expertise of our top experts from different business units and geographies, putting them on the ground for three weeks to work closely with city leaders and deliver recommendations on how to make the city smarter and more effective.

We have learned a tremendous amount about the challenges facing today's cities and how IBM, through the expertise of its employees, can add value as city leaders look for solutions. In particular, we have found that cities are most often struggling to:

**Do more with less**

In today's difficult global economy, municipal governments are struggling with demands to increase basic services and to do so with fewer available resources. Smarter Cities Challenge teams from Newark to Mecklenburg County have delivered recommendations that are helping these cities make smarter, more strategic investments in their communities, maximizing value in the long term.

**Bridge silos in information and operations**

Even as cities tackle issues that cut across segments of society - for example, transportation policies that affect economic development - their operations are organized and their data is collected separately. Our work in cities like St. Louis, Providence and Ho Chi Minh City has revealed that changes in technology, data analytics and other tools can help cities bridge those gaps and enhance collaboration across departments.

**Use civic engagement to drive better results**

When cities contemplate new ways to deliver basic services, support from their citizens is essential to their success. Citizens who are uninformed or disengaged cannot support, and may actively oppose, even the best policies. In collaboration with their IBM teams, cities like Guadalajara, Townsville and Sendai are reimagining their relationships with citizens, leveraging them as both sources of data - the pulse of the city - and as partners in seeding change.

**Invest in infrastructure for better management**

Many of today's cities are suffering from years of disinvestment in basic infrastructure, and especially technology infrastructure. These gaps, due in part to budgetary pressure but also to the regular turnover of leadership, have kept cities, their leaders and citizens from realizing their full potential, slowing economic development and constraining their ability to make informed, data-driven decisions. Smarter Cities Challenge engagements all over the world are demonstrating how the right investments in infrastructure can introduce long-term efficiencies and dramatically transform a city's prospects for growth.

## Background

In 2010, IBM Citizenship launched the Smarter Cities Challenge -- a 3-year philanthropic initiative to contribute the skills and expertise of teams of top-talent IBMers to address the key challenges facing 100 competitively selected cities around the world. Over 300 cities around the world have applied to participate in the Smarter Cities Challenge, and 64 cities have been selected to receive grants through the end of 2012.

Each city participating in the Challenge receives a team of 5-6 IBM experts to work with the city for a 3-week period on a strategic challenge identified by the mayor and top city leaders. During the project, the IBM team meets with dozens of stakeholders in government, business, not-for-profits and other organizations to examine the city as a "system of systems" gathering diverse perspectives about root causes and potential solutions to the challenge at hand. At the end of the engagement, the IBM team delivers strategic recommendations in a presentation and written roadmap that draws upon the technical experience and strategic insight of the IBM team, city staff and community members.

Upon the completion of the grant, executive summaries of each project are posted on the Smarter Cities Challenge website (www.smartercitieschallenge.org), alongside relevant video, press coverage and full reports to share experiences and build capacity.

## City Forward

IBM's vision of a Smarter Planet is possible because the world is becoming more instrumented, interconnected and intelligent. As cities around the world become Smarter, they can leverage data to gain new insights across city systems and services, and provide city leaders with tools to optimize their use of limited resources and better target their interventions.

Building upon this, IBM Citizenship launched City Forward (www.cityforward.org) -- a web-based platform that brings together publicly available city data, citizens, and professionals in ways that lead to new insights and support better decisions.

While cities and communities are encouraged to work with City Forward independent of participation in the Smarter Cities Challenge, IBM Citizenship will reserve a small number of Smarter Cities Challenge grants for topics and cities that would benefit from a deeper connection and integration with City Forward, though Cities are not required to participate in City Forward in order to be eligible for a Smarter Cities Challenge grant.

## 2013 Selection Process

The Smarter Cities Challenge 2013 application cycle will open in late June and close on September 7, 2012. The application consists of a fillable PDF form which can be uploaded to the Smarter Cities Challenge website upon completion. In addition to the form, each applicant is required to submit a brief letter from the Mayor, or equivalent executive officer of the municipal government, affirming the validity of the submission.

Applications will be accepted in the following languages: English, French, Spanish, Russian, Arabic, Chinese (Simplified) and Japanese. Only general-purpose governing bodies may apply for the Smarter Cities Challenge – special districts (such as port authorities, school districts or utility districts) are not eligible for the program at this time. After uploading a proposal, applicants will receive an email confirming their submission.

Once the application cycle has closed on September 7, 2012, the IBM Citizenship team will begin to review proposals. As part of this process, IBM Citizenship staff may contact the person listed on the application for clarification or answers to questions. Some applicants may be asked to participate in a phone interview or site visit with IBM Citizenship leaders in advance of decisions. The final selection of 2013 grants will occur in November 2012, and all applicants will be notified by email about their status.

## Selection Criteria

Applications will be evaluated for the strength of the proposal and potential for a Challenge grant to make a positive impact.

To measure the strength of a proposal, the review team will look for proposals that:

- *Clearly outline a problem or opportunity to explore rather than a solution to be implemented*
- *Provide evidence that the proposal is connected to the top priorities and challenges of city and community leadership*
- *Emphasize efforts to address cross-system or services challenges, to align with the notion that cities are composed of 'systems of systems'.*

To measure the potential impact of a project, the review team will look for applicants that:

- *Champion a pressing, substantive topic that, if addressed, would tangibly affect the lives of their citizens;*
- *Demonstrate strong, dynamic leadership with track records of innovation and accomplishment;*
- *Commit to collaboration and access, including willingness to provide access to key stakeholders and existing efforts to promote open data.*

Examples of successful applications from past cycles are available on the Smarter Cities Challenge website as samples of outstanding proposals & letters of executive sponsorship.

If questions should arise about the program or application process, please reach out to the IBM Corporate Citizenship & Corporate Affairs Manager for your geography, or contact the IBM Smarter Cities Challenge team at info@smartercitieschallenge.org.

Introduced by:_____
Seconded by:_____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**RESOLUTION TO APPROVE THE ATTACHED <u>AMENDED</u> ACCESS AGREEMENT BETWEEN THE CITY OF HOBOKEN (GRANTOR) AND RED HAWK ENVIRONMENTAL (GRANTEE)**

**WHEREAS**, the City has negotiated an amendment to the Access Agreement with Red Hawk Environmental which is ***attached hereto,*** for the reasons herein; and,

**WHEREAS**, Red Hawk requires an additional one (1) year period to complete their investigation, and the City's Engineer has advised the Administration to allow for the term extension, subject to additional amendments to the agreement, as attached hereto; and

**WHEREAS**, the City desires to grant to Red Hawk Environmental access for the aforementioned purpose for an extended one (1) year period, pursuant to the terms and conditions of the attached amended agreement.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Hoboken as follows:

A. This resolution approves the attached AMENDED 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.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

# ***AMENDED*** **ACCESS AGREEMENT**

THIS ***AMENDED*** **ACCESS AGREEMENT** is hereby made and entered into this _____ day of **August, 2012,** 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,** on December 29th, 2011, the parties entered into the "Access Agreement" which is incorporated herein as if set forth at length, and continues herewith, except to the extent expressly revoked or revoked by inconsistency of this ***Amended*** Access Agreement; and,

**WHEREAS,** the GRANTOR desires to grant to the GRANTEE ***amended*** 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) of Exhibit "One", 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 an additional term of one (1) year from the expiration date of the original Access Agreement, which term shall continue in full force and effect hereunder until expiration or 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 allow the GRANTOR to maintain the original escrow deposit in the amount of One Thousand Five Hundred Dollars ($1500.00) which shall held by GRANTOR for the term of this Amended Agreement or until Access ceases, whichever occurs last. 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.

13. GRANTEE agrees to forward to GRANTOR, via certified and regular mail, true and accurate copies of all reports received as a result of the Access within three (3)

business days of receipt by GRANTEE. All mail hereunder shall be delivered to the following addresses:

i. Boswell Engineering
Joseph Pomante, P.E.
General Engineer to the City of Hoboken
330 Phillips Avenue
PO Box 3152
South Hackensack, NJ 07606

ii. City of Hoboken
c/o Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

**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:_____

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this
_____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

**EXHIBIT ONE**

**Copy of Original Agreement**
**With Exhibits**

INTRODUCED BY:_____

SECONDED BY:_____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**RESOLUTION TO APPROVE FIRE CO. LLC'S [*not related to the Hoboken Fire Department*] APPLICATION FOR AN AMUSEMENT DEVICE LICENSE SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN**

**WHEREAS**, Chapter 74 of the Hoboken City Code provides the City Council with the authority to grant or deny applications for amusement device retail licenses; and,

**WHEREAS**, on June 28, 2012, Fire Co. LLC. of 400 Adams Street, Hoboken, New Jersey 07030, applied for a City of Hoboken amusement device retail license from the City of Hoboken for commercial use of a mechanical bull (type certified #00244-00) and accessory soft foam safety head, magnetic automatic stop sensors, and emergency stop foot pedal within the restaurant/bar located at 400 Adams Street; and,

**WHEREAS**, as of the date of consideration of this resolution, the amusement device has not been certified by the New Jersey Department of Community Affairs, pursuant to N.J.S.A. 5:3-32 and the administrative regulations promulgated thereunder ("Certification"); and

**WHEREAS**, the applicant has advised the City of Hoboken that NJDCA cannot consider certification of the device until the device is permanently situated on site at the location of use in working condition, at which time the device will be used by NJDCA for the single purpose of inspecting, and testing the device and otherwise confirming compliance of the device and its operation in determining whether to grant the NJDCA certification ("Compliance Actions"); and,

**WHEREAS**, after consideration of the specific facts relating to this matter, the City Council believes the grant of the City of Hoboken Amusement Device Retail License should be granted, subject to strict compliance with the conditions described herein to protect the health, safety and general welfare of the City and its residents and guests.

**NOW THEREFORE BE IT RESOLVED**, that the Council of the City of Hoboken hereby grants an Amusement Device Retail License to Fire Co. LLC. in accordance with their application of June 28, 2012, subject to the following conditions:

1. Until Certification is issued by the NJDCA, the device shall not be utilized for any purpose other than Compliance Actions by or at the direction of the New Jersey Department of Community Affairs, as required by the New Jersey Department of Community Affairs for the sole purpose of certification of the device in accordance with N.J.S.A. 5:3-32 and the administrative regulations thereunder; and,
2. The license shall be automatically revoked without a hearing thereon if the license is used in violation of Condition #1, supra; and,
3. The license shall be subject to all conditions and restrictions set forth in Hoboken Code Chapter 74 to the extent not inconsistent with the within conditions; and,
4. The Director of Public Safety shall enforce the conditions of this Resolution by and through the officers, agents and employees of the Department of Public Safety; and,

5. The licensee agrees to indemnify and hold harmless the City of Hoboken and its officers, agents, and employees from any and all liability resulting from or relating to the installation and/or use of the licensed device during the term of the license.

**BE IT FURTHER RESOLVED**, the Council authorizes the City Clerk to administer the license as described herein, and further authorizes the Administration to take any and all action necessary and proper to the administration of said license.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: September 5, 2012

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Receipt # 9830

License Fee $ 100.00

HOBOKEN, N.J.

June 28, 19 2012
(Date)

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN, N.J.

# APPLICATION FOR LICENSE
# MUSIC DEVICES AND VENDING MACHINES

Under provisions of an Ordinance entitled "An Ordinance to license and regulate Music Devices and Vending Machines" passed January 20, 1948.

1. Fire Co. LLC. (Name of Occupant of Premises) 400 Adams St. Hoboken, NJ 07030 (Address)
2. Fire Co. LLC. (Name of Owner of Instruments) 400 Adams St. Hoboken, NJ 07030 (Address)
3. 400 Adams St. Hoboken, NJ 07030
(Place wherein appliance or instruments are to be installed and maintained.)
4. Occupant is the (state whether owner, lessor, or occupant) Occupant of the place wherein appliances or instruments are to be installed and maintained.
5. Character of social activities or business carried on within above mentioned place. (State such) Restaurant / Bar / Mechanical Bull - certified by New Jersey State - Type Certified # 00244-00
6. (1) one Mechanical bull 00244-00 Type Certified
(Number of appliances or instruments.)
7. Particular character of appliances or instruments for which license is sought. Mechanical bull as per New Jersey standards to include Soft Foam Safety Head, Magnetic Automatic Stop Sensor, and Emergency Stop Foot pedal. 00244-00 Type certified New Jersey

(Signature of Occupant of Premises)

(Signature of Owner of Instruments)

STATE OF NEW JERSEY )
COUNTY OF HUDSON ) SS.
CITY OF HOBOKEN )

_____, Occupant of Premises,

and _____

Owner of Instrument, being duly sworn according to law upon their respective oaths depose and say that they are the persons making application to The Mayor and Council of the City of Hoboken for the license applied for, and that the answers, statements and declarations made in the foregoing application are absolutely true in all respects.

(Signature of Occupant of Premises)

(Signature of Owner of Instruments)

Subscribed and sworn to before me this 27 day of June, 19 2012

(Notary Public of New Jersey)

ANNA AMATO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2176446
My Commission Expires 8/15/2015

Application referred by City Clerk to Supervisor of Licenses _____, 19____
(Date)

_____
(City Clerk)

_____, 19____
(Date)

Report from Supervisor of Licenses:

Recommending _____

_____
(Supervisor of Licenses)

# CITY OF HOBOKEN
# PUBLIC SAFETY DEPARTMENT

**DAWN ZIMMER**
**Mayor**

**JON TOOKE, DIRECTOR**
**PUBLIC SAFETY DEPARTMENT**

TO: Quentin Wiest
Business Administrator

DATE: August 24, 2012

RE: Proposal to License Mechanical Bull ride

Mr. Wiest;

I have been informed that a local applicant is proposing to install a mechanical bull ride in a licensed tavern in Hoboken. I advise strongly against such an amusement ride being placed in this type of establishment in Hoboken. My concerns are:

1. These rides are inherently dangerous. Typically they are controlled by an operator that varies the tipping degree, lateral movement including full rotation and speed of the device for the purpose of thrilling the rider and with the expectation that riders may be regularly thrown from the ride. This is evidenced by the placement of inflatable or other mats around the device to protect riders from landing on hard surfaces.

2. A rider that is thrown from the ride is at risk of trying to stand within the turning radius of the device and if the operator does not bring the device to a complete stop soon enough persons can be struck by the active device.

3. Although hand grips are installed on the device a person who falls or is thrown from the device may do so in a way that stresses the wrist and forearm, which is one of the more common types of injury caused by these rides

4. Mechanical bull rides that are located in places where alcoholic beverages are sold present an additional set of problems in that persons who have even one or two drinks have impaired motor skills which increases the possibility of falls. Additionally in such businesses there is the increased possibility of the operator drinking alcohol which also increases the chances of unsafe operation and attendant injuries.

5. The medical information on injuries related to use of mechanical bulls is clear in that they are hazardous devices. Notwithstanding the necessity for liability waivers for all riders, the risk exists that persons will be injured.

6. In my estimation the value of a mechanical bull attraction in a tavern in our city does not outweigh the risks such a device poses to the community. In the interest of the safety and welfare of our city I strongly recommend against allowing this proposed ride to operate in the way proposed.

I have attached several pages of information relating to the hazards of these devices for your review and consideration.

Respectfully;

Jon Tooke. Director

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2245 fax (201) 420-2096

**94 Washington Street · Hoboken, NJ 07030-0485**
(201) 420-2245 fax (201) 420-2096

# Mechanical Bull Syndrome

RICHARD Y. McCONNELL, MD, and GUS A. RUSH III, MD, New Orleans, La

**ABSTRACT: Although the mechanical bull was originally designed to train cowboys for the rodeo, nearly 1,000 of these machines are in use in night clubs and amusement parks throughout the United States. We have treated 84 mechanical-bull-related injuries in our institution, the most common to the groin and the lower extremity (32%). A common fracture, which we have labeled the bullrider's thumb, involved the proximal phalanx of the thumb and occurred as the patient's body forced his thumb against the horn of the machine. We describe the mechanical bull, its mechanism of action, and the injuries possible while riding or falling from the bull.**

WHEN SAM REEVES invented and patented the mechanical bull in 1975, he envisioned it as a safer method for teaching rodeo riders the special problems they might encounter when riding real bulls in competition. He did not, however, foresee the machine's entertainment potential or the mania that surrounded the motion picture *Urban Cowboy*. Amusement facilities and night clubs throughout the United States are now charging $2 or more for an eight-second attempt to master the mechanical bull and, like its inspiration, the machine is responsible for many injuries.[1]

## PATIENTS AND METHODS

From August 1980 until March 1981 at the Ochsner Medical Institutions, we examined and treated 68 patients who sustained 88 injuries resulting from riding the mechanical bull. The patients ranged from 18 to 48 years of age with a sex distribution of 60 men and eight women. The categories of injuries are presented in Table 1 and Figure 1.

## MECHANISMS OF INJURY

The "El Toro" and the "Gold Nugget" are the two most popular machines; their basic differences are in the body shell and the variety of motions possible (Table 2). The El Toro pistons up from the rear; the Gold Nugget pistons down from the front (Fig 2). Consequently, the Gold Nugget tends to throw the

From the Departments of Emergency Medicine and Orthopaedic Surgery, Ochsner Medical Institutions, New Orleans, La.
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**TABLE 1.** Categories of Injuries

| *Area of Injury* | *No. Patients* | *No. Injuries* |
|---|---|---|
| 1. Head and face | 10 | 12 |
| 2. Neck and back | 11 | 11 |
| 3. Shoulder/upper extremity | 6 | 6 |
| 4. Chest | 7 | 7 |
| 5. Hand and wrist | 12 | 14 |
| 6. Thumb | 10 | 10 |
| 7. Hip, groin, lower extremity | 22 | 28 |
| 8. Internal injuries | 0 | 0 |
| Total | 78* | 88 |

*Ten patients had injuries in more than one category.

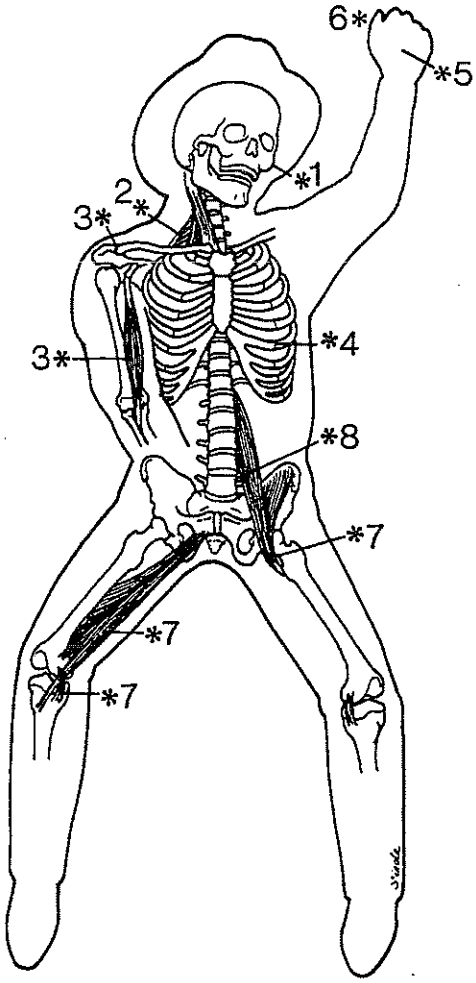


**FIGURE 1.** Classification of injuries: 1. head and face, 2. neck and back, 3. shoulder and upper extremities, 4. chest, 5. hand and wrist, 6. thumb, 7. hip, groin, lower extremities, and 8. internal injuries.

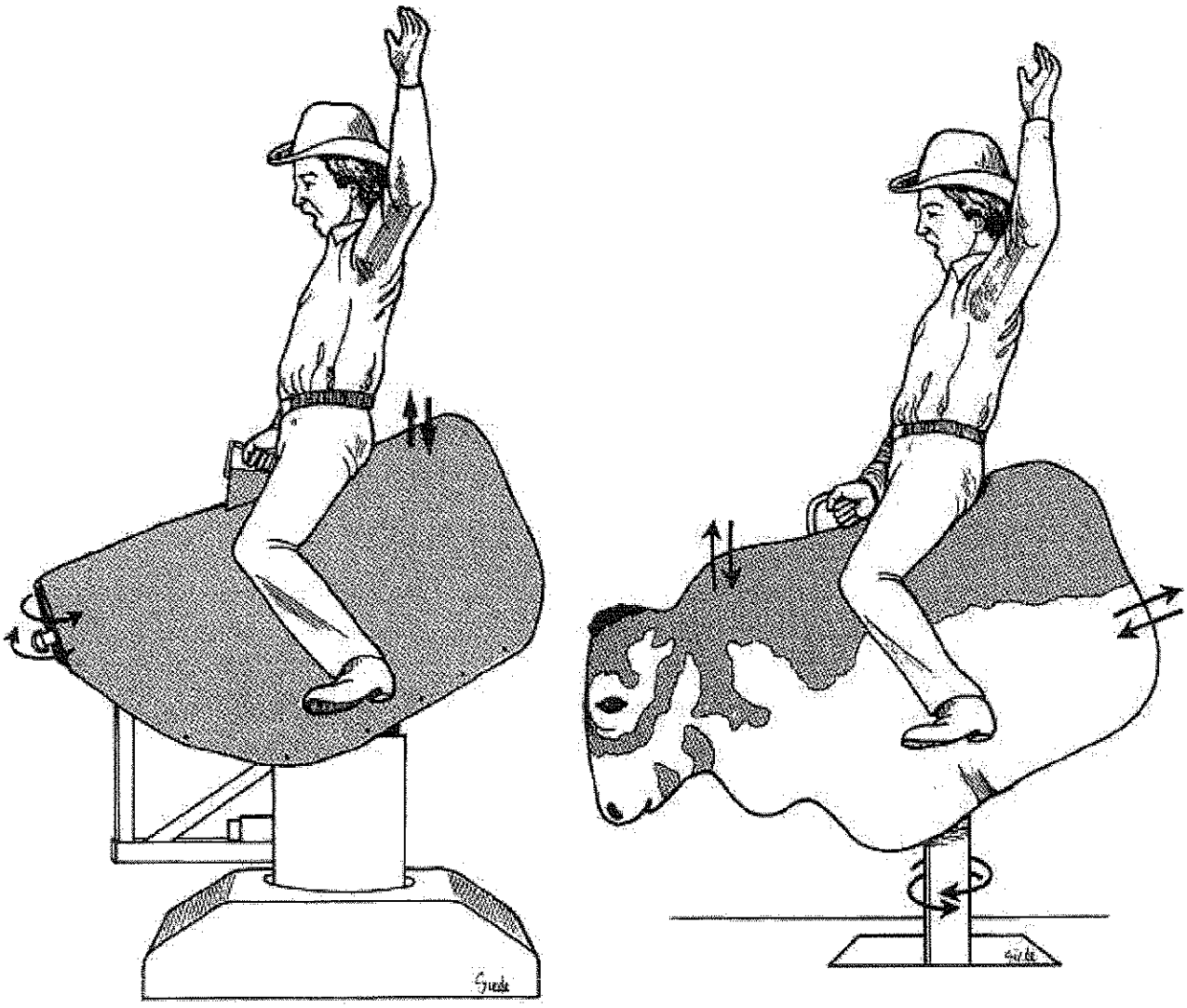

**FIGURE 2.** *(Left)* "El Toro" with basic saddle shell pistons up from the rear and rotates as shown, tending to throw rider backward. *(Right)* "Gold Nugget" with bull-shaped shell and cowhide cover pistons down from the front and rotates as shown, tending to throw rider forward.

rider forward while El Toro throws the rider backward. The handles for grasping and support are similar (Fig 3). Unlike riding a real bull, which requires full hand supination to grasp the rope, riding the mechanical bull requires the hand to be in a neutral vertical position to grasp the horn. The free arm is abducted and rotated externally (Fig 4). The elbow is slightly flexed and the hand is held above the head. The lower extremities are adducted with the knees in slight flexion to hold the shell.

**TABLE 2.** Features of the Most Popular Mechanical Bulls

| |
|---|
| El Toro—3 horsepower |
| 800 pounds |
| ceiling clearance—12 feet |
| diameter clearance—20 feet |
| bucking mode—90 to 50 bucks per minute |
| Gold Nugget—12 horsepower |
| 1,000 pounds |
| ceiling clearance—12 feet |
| diameter clearance—20 feet |
| bucking mode—85 to 20 bucks per minute |

When the machine is turned on, the bucking motion is preset from one to ten which determines the rate and degree of difficulty. The spinning motion is controlled

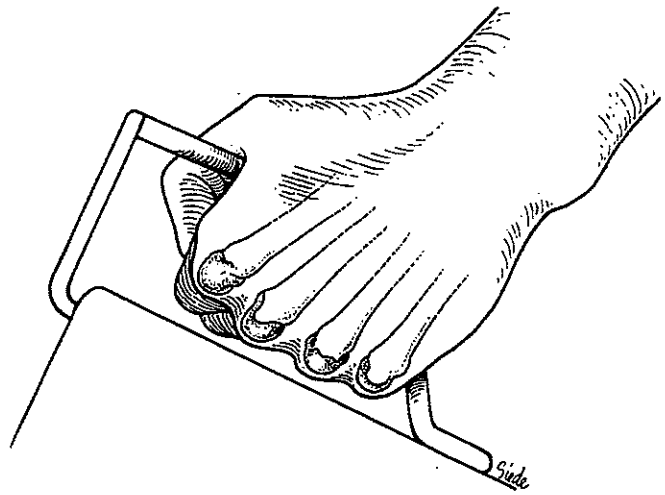

**FIGURE 3.** Metal "horn" or "handle" with leather covering. Proper grasp is shown with wrist in vertical or neutral rotation.

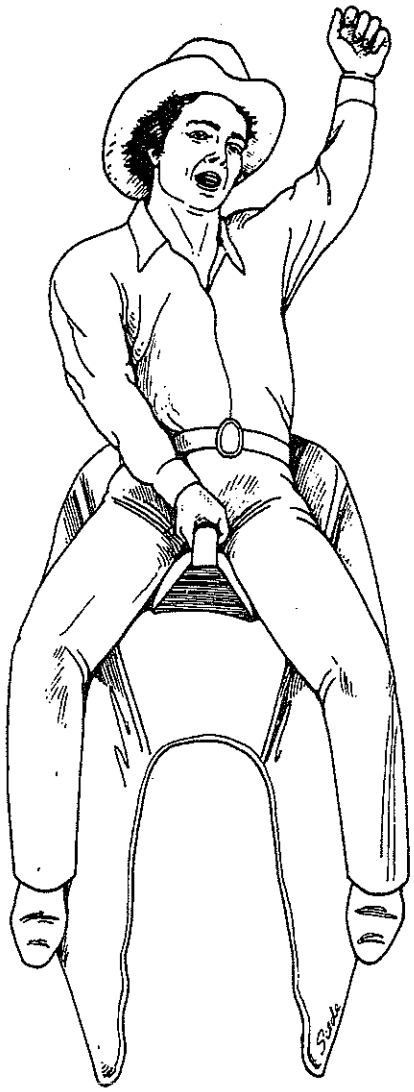

**FIGURE 4.** Proper position for riding bull, free arm in abduction and external rotation and legs adducted with knees in slight flexion.

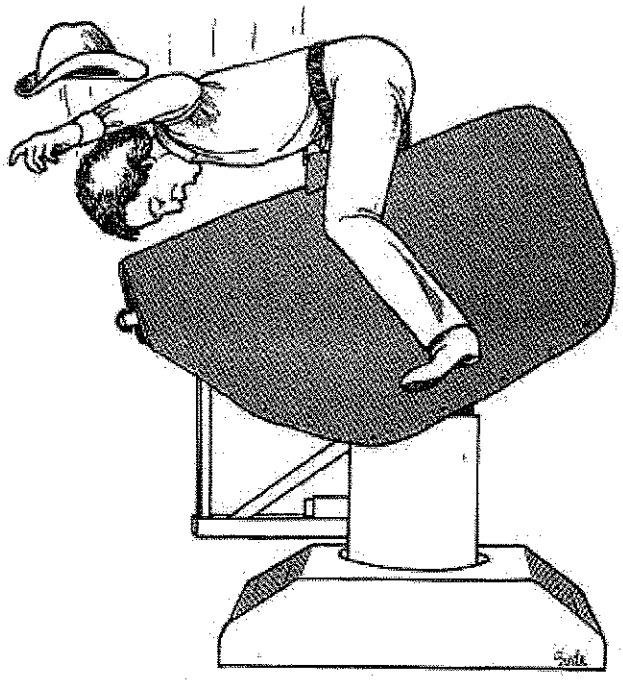

**FIGURE 5.** If free arm drops forward, rider may lose center of gravity and fall forward. Many facial, hand, and groin injuries occur in this manner.

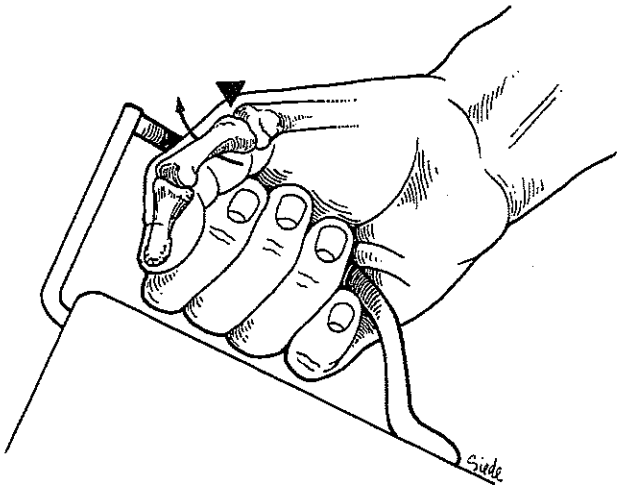

**FIGURE 6.** Mechanism of damage to radial border of thumb metacarpophalangeal joint. Injury occurs as body forces thumb into adduction with horn serving as fulcrum.

independently by an operator who can see the rider. This operator may turn off the machine at any time. If the rider allows his free arm to drop forward to the side of his body, his center of gravity moves forward and he usually somersaults off the front of the machine (Fig 5). Many head, face, neck, back, groin, chest, and hand injuries occur in this manner. When the selected degree of difficulty exceeds the rider's skill, particularly if he has been drinking alcohol excessively or is intoxicated, he may easily fall from or strike the machine, which can cause ligament, tendon, or muscle strains as well as contusion/blunt injury to various body areas.

Hand injuries occur when the rider allows the wrist and forearm to pronate, using the grasping hand to push himself away from the horn or bracing himself to prevent his body from striking the handle as the mechanical bull bucks forward and backward. Because of the motion of the machine and the technics required to complete a ride successfully, the hand and thumb are especially compromised. The injury that com-

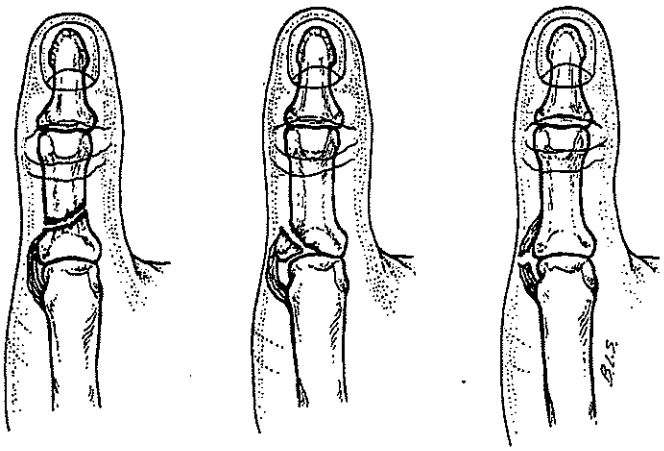

**FIGURE 7.** Injuries to the radial border of the thumb metacarpophalangeal joint: *(left)* radial oblique fracture, *(center)* radial marginal fracture, and *(right)* partial or complete strain of radial collateral ligament.

**TABLE 3.** Categories and Mechanism of Mechanical Bull Injuries

| *Category* | *Injuries* | *Mechanisms* | *No. in Ochsner Series* |
|---|---|---|---|
| 1 | Facial contusion | Direct blow to the face with subsequent swelling, ecchymoses, and/or tenderness with possible facial bone fracture | 2 |
| 1 | Facial bone fracture (malar) | Same as above | 1 |
| 1 | Closed head injury | Direct blow to the skull | 3 |
| 1 | Epistaxis (traumatic) | Hemorrhage from the tissues of the nasal cavity caused by direct blow to the nasal region | 2 |
| 1 | Nasal bone fracture | Direct blow to the nose | 1 |
| 1 | Laceration (lips and infraorbital areas) | Blunt or sharp injury to the face | 3 |
| 2 | Cervical spine strain or neck strain | Forceful, abnormal range of motion of the neck | 2 |
| 2 | Lumbar contusion | Direct local lumbar injury | 2 |
| 2 | Transverse process fractures of the lumbar vertebrae | Direct blunt injury to the paraspinal lumbar region | 3 |
| 2 | Back strain | Direct trauma resulting in local tissue injury | 1 |
| 2 | Spinal cord injury with or without vertebral fracture | Forceful abnormal range of motion of the spine or vertebral compression | 0 |
| 2 | Brachial plexus stretch injury | Direct blow to the supraclavicular area with contralateral extension of the head and neck and posterior thrust of the involved shoulder | 0 |
| 2 | Lumbosacral sprain | Acute low back pain from stress of paraspinal muscles and/or ligaments | 2 |
| 2 | Coccygodynia | Direct blow as from a fall with subsequent constant pain locally | 1 |
| 3 | Acromioclavicular sprain, first degree | Fall onto the point of the shoulder with a leverage force as in a fall on the adducted arm | 1 |
| 3 | Acromioclavicular sprain, second degree | Same mechanism as No. 2 | 0 |
| 3 | Acromioclavicular sprain, third degree | Same mechanism as No. 2 | 1 |
| 3 | Rotator cuff sprain of the shoulder | Fall on the outstretched arm and rapid forced abduction of the arm | 0 |
| 3 | Contusion of the shoulder | Direct trauma resulting in local tissue injury | 2 |
| 3 | Traumatic tenosynovitis, tendinitis, or strain of the biceps muscles | Caused by repetitive forceful contraction of the biceps muscle | 2 |
| 4 | Contusion anterior chest | Direct trauma resulting in local tissue injury, swelling, and/or ecchymoses | 2 |
| 4 | Costochondral sprain | Sudden torsion movements of the trunk or direct chest pressure | 2 |
| 4 | Chest wall contusion | Direct blow to the chest wall | 3 |
| 5 | Metacarpophalangeal sprain | Hyperextension of the joint | 5 |
| 5 | Wrist sprain | Hyperextension, hyperflexion, or twisting injury | 2 |
| 5 | Contusion of hand | Direct trauma resulting in local tissue injury, swelling, and/or ecchymoses | 3 |
| 5 | Contusion of the thenar eminence first web space of the hand with thenar hematoma | Direct blow with subsequent ecchymoses | 4 |
| 6 | Fracture of the proximal phalanx of the thumb | | |
| | A. Gamekeeper's thumb | First mechanism, hyperabduction of the MP joint of the thumb with resultant sprain or tear of the ulnar collateral ligament or marginal fracture of the proximal phalanx at the MP joint | 1 |
| | B. Bullrider's thumb | Second mechanism, adduction injury of the thumb with the MP joint as a fulcrum with resultant sprain or tear of the radial collateral ligament of the MP joint with/without a proximal phalangeal fracture at the MP joint radial side | 3 |
| 6 | Metacarpophalangeal joint sprain of the thumb | | |
| | A. Abduction injury | Same as above | 3 |
| | B. Adduction injury | Same as above | 2 |
| 6 | Metacarpophalangeal dislocation of the thumb | Forcible hyperextension of the thumb | 1 |
| 7 | Gluteal medius strain | Caused by excessive forceful abduction of the hip with subsequent pain in the greater trochanteric area radiating proximal toward the iliac crest | 1 |
| 7 | Groin contusion | Direct blow to the groin with pain on passive extension and abduction of the hip | 2 |
| 7 | Scrotal contusion | Direct blow to the scrotum | 2 |
| 7 | Iliopsoas or groin strain (groin pull) | Excessive forcible contraction of the iliopsoas with the thigh flexed or forced into extension with resultant pain in the groin especially during hip extension or rotation | 4 |

TABLE 3. (continued)

| Category | Injuries | Mechanisms | No. in Ochsner Series |
|---|---|---|---|
| 7 | Abrasions of the medial aspect of the knees and thighs | Friction with local abrasions of the skin | 4 |
| 7 | Adductor strain/contusion/hematoma | | 8 |
| | A. Adductor longus | Forced abduction of the thigh with localized pain in the ischial pubic region or the upper medial aspect of the thigh with some ecchymoses and/or swelling | |
| 7 | B. Adductor magnus strain | Forced straddling injury with pain in the ischial pubic region which may radiate along the medial aspect of the thigh and down to the medial femoral condyle area | |
| 7 | Ankle sprain | Inversion with involvement of the fibular collateral ligament | 1 |
| 7 | Knee contusion and/or sprain of medial collateral ligament | Direct blow to the medial knee as valgus stress is applied to the knee | 6 |
| 8 | Internal injuries | Severe contusion or rupture of muscle and/or viscera | 0 |
| | | Rhabdomyolysis[2] | 0 |

monly occurs is a contusion and strain of the metacarpophalangeal joint and thenar aspect of the palm. Swelling occurs around the joint, the thenar eminence, and the palmar aspect of the first web space.

We have identified fractures of the proximal phalanx of the thumb, which occur as the body is thrown forward against the thumb as it grasps the horn (Fig 6). The horn serves as a fulcrum, and, as the thumb is adducted, a radial collateral ligament sprain, a radial oblique fracture, or a radial marginal fracture of the proximal phalanx of the thumb results (Figs 7, 8, 9). "Gamekeeper's thumb," a similar injury to the

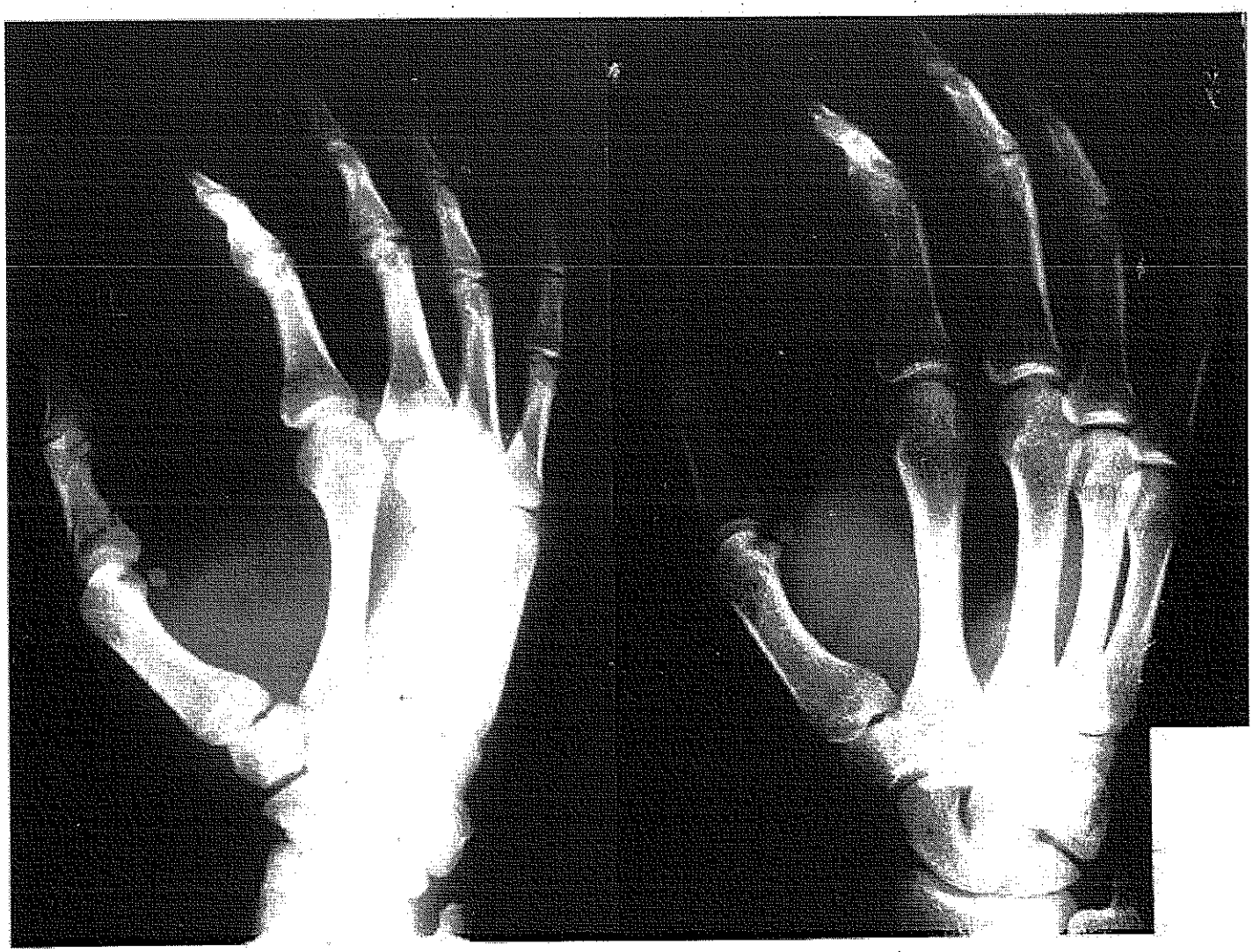

FIGURE 8. Radial oblique fracture of proximal phalanx of thumb.

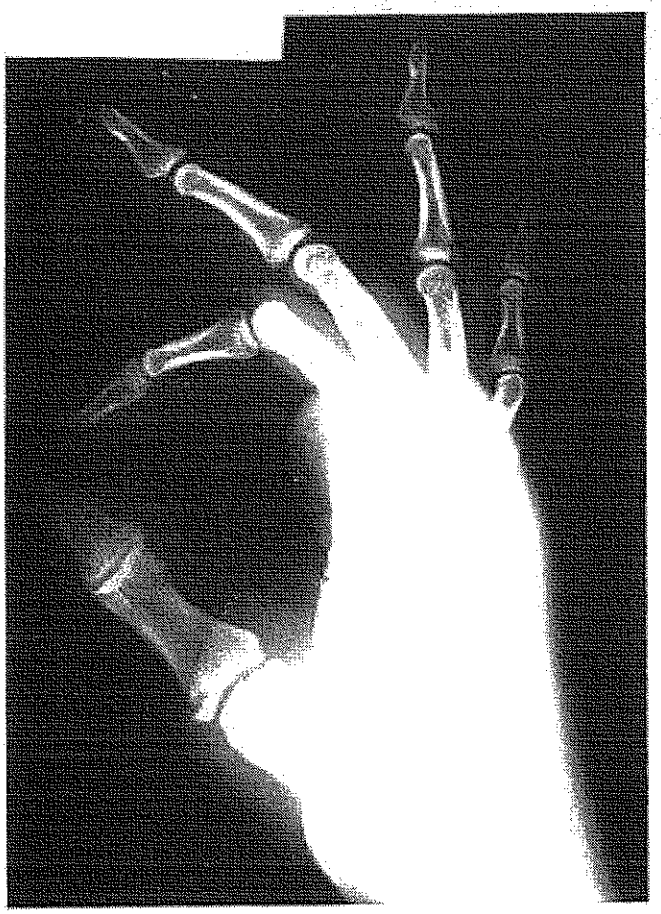

**FIGURE 9.** Radial marginal fracture of base of proximal phalanx of thumb.

ulnar border of the proximal phalanx of the thumb, may also occur (Fig 10). We refer to these types of injuries as "bullrider's thumb."

We have correlated 43 types of injuries with the mechanism of injury that may occur while riding the mechanical bull (Table 3, Fig 1). Refer to Table 1 for classification. Although the degree of injury is quite variable, hand injuries are specific for this machine.

## PREVENTION

Precautions to be taken by the rider and operator should include the following: (1) adequate instructions should be given to the rider by the operator of the machine; (2) the riding area should be of an adequate size with sufficient padding; (3) the operator should be alert and concerned for the rider's safety; and (4) the rider should be sober.

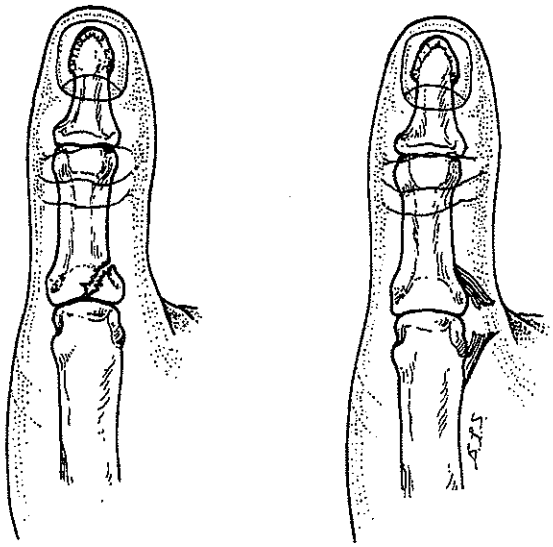

**FIGURE 10.** *(Left)* "Gamekeeper's thumb" with fracture of ulnar border of base of proximal phalanx of thumb. *(Right)* Drawing illustrates partial or complete strain of ulnar collateral ligament of thumb metacarpophalangeal joint.

Because the mechanical bull machine is expected to remain popular in the coming years, primary care physicians will be treating more injuries related to this device, which we have described as the mechanical bull syndrome.

*Acknowledgments.* The authors thank Ms. Barbara Siede, Alton Ochsner Medical Foundation, for the drawings; Charles A. Rush, Jr., MD, Fort Worth, Tex, for his advice after 25 years' experience as a rodeo physician; Sam Reeves, Burleson, Tex; Gilleys Bronco Shop, Pasadena, Tex; the Department of Medical Editing; and George Atkins, Department of Photography, Alton Ochsner Medical Foundation, New Orleans.

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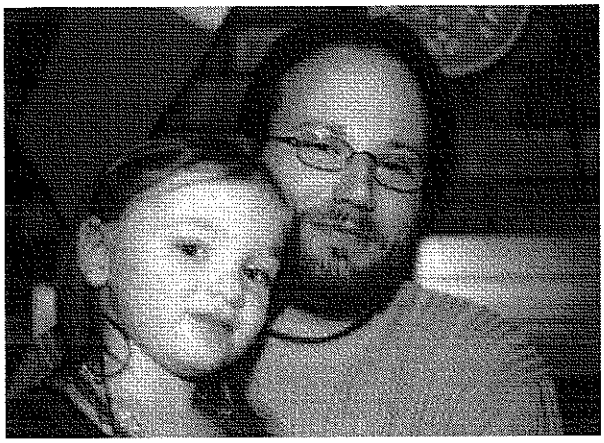
# Family sues over mechanical bull accident

Suit asks for $50 million in punitive damages, disclosure on dangers



AUGUST 01, 2003 12:00 AM • JOYCE RUSSELLTIMES STAFF WRITER

VALPARAISO -- The family of Joe White, the 28-year-old man paralyzed after being thrown from a mechanical bull at the Porter County Fair one week ago, is asking for $50 million in punitive damages from the owner/operator of the ride.

They also are seeking unspecified compensatory damages.

According to family members and their attorney, Kenneth Allen, they want more.

The ride is "deceptive, fraudulent and needs to be stopped. The risks have to eliminated," Allen said Thursday during a news conference announcing the filing of the lawsuit in Porter Superior Court.

"The risks are kept silent," Allen said. "The dangers are hidden. They don't say in a warning there is a steel frame beneath the pad."

It is the hidden steel frame they believe Joe White struck when the mechanical bull threw him off July 25. The fall resulted in White crushing two vertebrae. Doctors have given him a 4 percent chance of walking.

Doctors at Porter Memorial Hospital moved White back into the intensive care unit Thursday, said his father, Paul White.

"For the last two days he's been in a severe depression. The pain levels are excruciating," Paul White said. His son is suffering paralysis in his face and doctors are concerned he may have a blood clot in his lung, he said.

"Anger isn't the word. I'm devastated for him and his child," said Paul White. He said his son thought he would "have a little fun" when he took a ride on the mechanical bull, but the "fun ended up destroying the rest of his life."

"He told me if his injury can stop one other boy (from being injured), it is worth it," Paul White said.

Joe White has a 5-year-old daughter, Paige. Paul White said his son hasn't wanted his daughter to visit him in the hospital.

"She said 'Grandpa, I won't hurt him. I won't ride on his shoulders,' " Paul White said. Joe White's mother, Denise, sister, Jennifer, and brother, Matthew, who went to the fair with his brother, also attended the news conference.

The lawsuit was filed against Club Karaoke, doing business as Bullriders, and Cynthia Simmons of Seymour, Ind. An individual who answered the telephone for Club Karaoke on Thursday afternoon didn't comment, saying only "I don't understand" to questions about the business' possible connection to the mechanical bull ride. The telephone directory information system has no listing for Simmons. An Internet search found a telephone number for a Cindy Simmons in Seymour but resulted in an out-of-service recording.

The lawsuit does not name the Porter County Fair as a defendant, Allen said, because it had not been made aware of the injuries associated with the ride.

White is not the only person injured on the ride during fair week. Dustin Hrivrak, 19, of Kouts, while not named as a plaintiff at this time, also attended the news conference. He broke his wrist July 19 after riding the mechanical bull. Allen said no one made fair officials aware of Hrivrak's injuries.

Hrivrak said he didn't know until the next day his wrist was broken. At first, because of the "adrenaline rush" associated with the ride, there was no pain, but then he felt the injury and thought his wrist was sprained. An X-ray the next day proved otherwise.

He said the $8 ride, which included a videotape, happened so fast, he was unsure if the break came from a fall from the ride or from trying to hang on.

Allen said Hrivrak may be added to the lawsuit in the future, and the lawsuit could develop into a class action lawsuit if other injured parties step forward.

Allen said the movie "Urban Cowboy" popularized mechanical bull rides several decades ago. They fell from grace because of similar accidents and only recently have resurfaced at carnivals and fairs. The rides are unregulated by the state.

Allen said the ride operator should have posted signs of the inherent dangers, warned of the steel support system laying underneath the protective pads and warned potential riders of how many people had been injured on the ride. He also criticized the operator for not inspecting the equipment after the accident or stop it to see how seriously the ride injured White.

"Accidents can happen, but it is no accident when you know people can be injured," Paul White said. "We as the general public feel that these rides are safe when we go to a fair."

**Joyce Russell can be reached at joycer@nwitimes.com or (219) 762-4334.**

# MECHANICAL BULL RELEASE FORM

Ride at your own risk!

This machine may run at high speeds without warning and may not stop when you want it to. This mechanical bull is designed and built to throw you off.

I understand the danger of riding this mechanical bull. I understand that this machine may cause serious injuries from a fall, or from being thrown, or from even being near this machine. This mechanical bull is very hard on your wrist. If you are weak in the wrist, we suggest you do not ride. This machine may cause bruising or even broken bones from falling, riding or being thrown from this machine; including but not limited to dismemberment of fingers, arms, legs or other parts of the body, or injuries to the face, mouth, teeth, head and neck, spinal joints, ligaments or any injury to the body that we have not mentioned, including mental distress, or even death. I release and discharge the Aurora Public Schools, their agents, employees and directors, Taggerts Rentals, LLC, any agent or employee any and all liability for such injury resulting directly or indirectly, from such participation. We further recognize and agree that the Aurora Public Schools do not waive their defenses provided by the Colorado Governmental Immunity Act.

I also agree not to file suit against anyone in connection with this mechanical bull for any reason and also release the right for any of my family, friends or heirs past, present or future to file suit against anyone for my involvement with this mechanical bull.

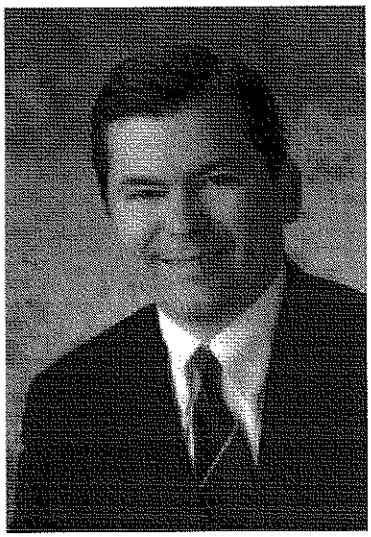
NOTE: The air cushion could fail to soften the fall from this machine and it is possible that you may land on a hard or sharp surface. Please remove all jewelry before riding. If you are under age of 18, you must have parent or legal guardian permission. If you have any question or problems with the above, please do not ride.

I, the Undersigned, have read and agree to the above. Please complete all the information below.

Print Name:_____ Signature:_____
Date:_____
Guardian Name_____ Signature: _____
Date:_____

# Mechanical bull finger amputation suit hearing moved due to plaintiff's hospitalization

**4/27/2011 1:15 PM By Amelia Flood**



Mudge

A hearing in a suit brought by a man who alleges a mechanical bull ride injured his finger so severely it had to be amputated has been moved.

According to an order signed April 25, plaintiff Timothy Cavins informed the court that he was in the hospital due to recent severe storms and could not attend the hearing set the same day.

Cavins is suing Fun Source Inc. for damages in excess of $50,000 and costs.

He claims that Fun Source did not properly instruct him on how to ride the bull at a picnic he attended in 2006 and that the ride was unreasonably dangerous.

Cavins lost his finger due to injuries he claims to have suffered riding the bull.

Fun Source has not entered an appearance or filed an answer in the 2008 suit.

At one point, Cavins moved for a default judgment against the company but there has been little to no action in the suit for months.

Mudge had set the suit for either a status conference Monday or dismissal.

The new hearing date in the case is May 25 at 9 a.m.

Cavins represents himself.

*The case is Madison case number 08-L-792.*

Seager et al (1) were the first to describe the "urban cowboy syndrome," that is, patients with little mechanical bull riding experience who sustain orthopedic injuries after combining alcohol consumption and mechanical bull riding. Also described as "mechanical bull syndrome" and "empty saddle syndrome," multiple reports of mechanical bull-associated injuries were published in the early 1980s (1-3) We present a case of urban cowboy syndrome in the 21st century.

Discussion

In the early 1980s, the popular movie Urban Cowboy highlighted recreational mechanical bull riding in a drinking establishment. Spurred by the success of this movie and the popularity of the "cowboy western" macho image, mechanical bull use became a popular pastime in the United States and parts of Canada.

[FIGURE 1 OMITTED]

Mechanical bulls were initially designed to train professional rodeo riders by simulating the bucking of a live bull. (2) The mechanical bull consists of a metal object covered with leather and a saddle, on which a rider sits. The mechanical bull is attached to the floor by a mechanism that allows for 360-degree movement. Persons riding the bull are subjected to unpredictable movements up and down and side-to-side at various speeds. Success is measured by a rider's ability to stay in the saddle for an increasing duration of time while the mechanical bull "bucks."

Various orthopedic injuries secondary to mechanical bull riding have been described in the literature. (1-5) McConnell and Rush (2) published their experience treating 68 patients who presented after traumatic injury from riding a mechanical bull. Of the 84 injuries found, 32% involved the hip, groin, or lower extremity. In addition, a high incidence of facial and metacarpalinjuries was associated with falls from the mechanical bull.

Seager et al, (1) who coined the phrase urban cowboy syndrome, described 20 cases of mechanical bull-associated trauma. Injuries ranged from minor sprains to fractures of the thumb and lumbar vertebra. Interestingly, the authors noted that patients in their series were for the most part inexperienced bull riders, had consumed alcohol, and had isolated orthopedic injuries.

Eyck et al (3) described 30 patients with orthopedic injuries after mechanical bull falls. In this study, injuries were more likely to be in the upper extremity (74%), and ranged in severity from sprains and contusions to fractures and dislocations. Three of the 30 patients required hospital admission, but no instability was described in any.

Myoglobinuria associated with mechanical bull use has been described twice in the literature, both cases in otherwise healthy males with no other orthopedic injury. (6), (7) Neither patient developed renal insufficiency and the myoglobinuria cleared without additional morbidity.

Overall, injuries reported in the literature associated with mechanical bull use are orthopedic in nature and predominately involve the upper extremities. Injury involves one of two mechanisms. First, trauma associated with forceful, unpredictable movements of the mechanical bull while the patient is seated in the saddle produce the common hand and upper extremity injuries. Second, patients thrown from the bull sustain additional injuries when they strike either the floor or the mechanical bull itself. In this view, our patient is unique, as his injury occurred before even entering the saddle.

We report a case of severe straddle injury resulting in symphysis diastasis, urethral injury, and significant retroperitoneal hematoma resulting in cardiovascular instability secondary to mechanical bull riding. To our knowledge, this is the most severe mechanical bull injury reported in the literature. Also, no reports of injuries since the early 1980s were found, and no previous reports describe mechanical bull trauma occurring in any country other than the United States.

Conclusion

Mechanical bull injuries may still occur and result in significant injury. Physicians caring for trauma patients should be aware of the potential for unstable patients presenting after mechanical bull riding.

Check your hand the next time you point your finger At someone else. Notice that three fingers are pointing back at you.

--Author unknown

Accepted March 24, 2003.

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RELATED ARTICLE: Key Points

* The urban cowboy syndrome refers to injuries that combine mechanical bull riding, alcohol use, and subsequent orthopedic injury.

* Mechanical bull injuries may occur and require acute care.

* Hemodynamic instability can be associated with the urban cowboy syndrome.

RELATED ARTICLE: Case Report

A previously healthy 32-year-old man presented via ambulance to the emergency department with a chief complaint of low back pain. Two hours before presentation, the patient had attempted to ride a mechanical bull after consuming an undetermined amount of alcohol. While straddling the seat, the mechanical bull was inadvertently engaged, striking the subject in the perineal area. The patient was thrown from the bull to the ground, which was padded with foam. Witnesses stated that there was no head trauma and no loss of consciousness. The patient felt immediate low back pain, but was able to ambulateafter the fall.

After returning home, the patient experienced increasing lumbar and suprapubic pain. He was able to void, and denied gross hematuriabut had difficulty initiating urination. The patient's wife contacted the emergency medical servicesand he was transported by ambulance to the emergency department, approximately 1 hour after falling from the mechanical bull.

On assessment in the emergency department, the patient's initial vital signs were blood pressure, 132/75 mm Hg; heart rate, 71 beats/min; and respiratory rate, 16 breaths/min. He denied any loss of consciousness or head, neck, or chest pain. He had moderate low back pain but was able to ambulate

with assistance. The patient was found to have no cervical spine tenderness and had a normal neurologic, cardiovascular, and respiratory examination. Abdominal examination revealed diffuse pain over his lower abdomen but normal bowel sounds and no voluntary or involuntary guarding. Genitourinaryexamination revealed no bruising or other signs of trauma except for tenderness over the symphysis pubis. There was also midlinepain over the lower lumbar spine but no gross pelvic movement. No other evidence of trauma was found on completion of the secondary survey. Initial laboratory investigation revealed hemoglobin of 134 g/L (13.4 g/dl), a white blood cell countof 20 X [10.sup.9]/L (20,000/[mm.sup.3]), and a hematocritof 0.383 (38.3%), with normal indices. Electrolytes, blood glucose, urea, and creatinine were within normal limits.

The patient had IV administration of normal saline and received morphine 5.0 mg IV for analgesia. Approximately 30 minutes after the morphine administration, the patient's blood pressure decreased to 72/42 mm Hg, at which time a second IV line was inserted and the patient was administered a bolusof 1,000 ml of normal saline. Repeat blood pressure was 100/62 mm Hg and hemoglobin measured approximately 1 hour later was 116 g/L (11.6 g/dl).

After hemodynamicstabilization, radiographs of the chest, lumbar spine, and pelvis were obtained. The chest and lumbar spine radiographs were normal, but the pelvic radiographdemonstrated a symphysis diastasis of 2.5 cm (Fig. 1).

The patient then attempted to void, which produced gross hematuria. Repeat blood pressure was 110/60 mm Hg and the patient complained of increasing lower abdominal pain and the need to urinate. Abdominal examination revealed increased tenderness and guarding in the suprapubic area.

An abdominal computed tomographic scan demonstrated symphysis diastasis, mild widening of the bilateral sacroiliac joints, and a retroperitoneal hematoma in the space of Retzius. A retrograde urethrogram and cystogram demonstrated a Type 1 posterior urethral injury (mild "stretching" of the prostatic urethra).

The patient remained stable and was admitted to the hospital for observation by the trauma service after the urology service inserted a Foley catheter. On the ward, the patient complained of ongoing abdominal discomfort. Repeat complete blood count assessment revealed hemoglobin of 67 g/L (6.7 g/dl) approximately 18 hours after emergency department presentation. The patient remained hemodynamically stable and received a transfusion of 2 U of packed red blood cells(PRBCs).

Abdominal computed tomography was repeated because of presumed ongoing blood loss and demonstrated an enlargement of the previously noted retroperitoneal hematoma, but no previously unreported injuries. In addition, a repeat cystogram was obtained, which again demonstrated no bladder injury. No acute intervention was deemed necessary and the patient received transfusion of an additional 2 U of PRBCs. Repeat hemoglobin measured after 4 U of PRBCs was 71 g/L (7.1 g/dl), and the patient remained stable.

Over the next few days, the patient's hemoglobin stabilized and he was gradually able to ambulate. He was discharged to home 8 days after admission with hemoglobin of 81 g/L (8.1 g/dl). Follow-up assessment with the trauma and urology service 9 days after discharge found the patient to be ambulatory with only mild difficulty. He was able to urinate without problem and had no other complaints. His measured hemoglobin was 98 g/L (9.8 g/dl).

Shortly after this incident, this mechanical bull was removed. At present, there are no mechanical bulls in Winnipeg.

Robert S. Green, BSC, MD, FRCPC, and Ron Maier, MD

From the Department of Emergency Medicine and Department of Critical Care, Queen Elizabeth II Health Sciences Center, Dalhousie University, Halifax, Nova Scotia

, Canada, and Department of Emergency Medicine, Health Sciences Center, University of Manitoba, Winnipeg, Manitoba, Canada.

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Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH KIM LYNCH, ESQ. AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE FOR ONE YEAR AND FOR A TOTAL NOT TO EXCEED AMOUNT OF $7,500.00**

**WHEREAS**, service to the City as Special Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Forman Holt Eliades Ravin & Youngman LLC, did not respond to; and,

**WHEREAS**, Kim Lynch, Esq., however, has special expertise and intricate knowledge of the legal specialties required to represent the City in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and,

**WHEREAS**, Kim Lynch, Esq., of Forman Holt Eliades Ravin & Youngman LLC is thereby exempt from the fair and open process for said piece of litigation, due to its special knowledge and expertise, and it is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $7,500.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: _____, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with Kim Lynch, Esq. to represent the City as Special Legal Counsel-Bankruptcy Litigation be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Seven Thousand Five Hundred ($7,500.00) Dollars in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and

**BE IT FURTHER RESOLVED**, that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which the contract may have with the City during the contact duration described herein; and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: the contractor shall be paid maximum hourly rates of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of the contractor; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

_____
Quentin Wiest
Business Administrator

**Approved as to form:**

_____
Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

CITY OF HOBOKEN
AFFORDABLE HOUSING SET-ASIDE ORDINANCE

Sponsored by _____

Seconded by_____

**AN ORDINANCE REQUIRING THE SET ASIDE OF LOW AND MODERATE INCOME AFFORDABLE HOUSING UNITS IN RESIDENTIAL AND MIXED USE DEVELOPMENTS, INCLUDING REDEVELOPMENT PROJECTS, THAT SEEK OR RECEIVE AN INCREASE IN DENSITY, A DENSITY BONUS OR OTHER COMPENSATORY BENEFIT AND ESTABLISHING REQUIREMENTS FOR AFFIRMATIVE MARKETING, SALE, RENTAL, AND AFFORDABILTY CONTROLS FOR AFFORDABLE HOUSING.**

**WHEREAS,** the City of Hoboken is a municipal corporation of the State of New Jersey; and

**WHEREAS,** municipalities are empowered to make, amend, repeal and enforce Ordinances pursuant to N.J.S.A. 40:48-1 et. seq.; and

**WHEREAS,** the City of Hoboken recognizes the Constitutional requirement of every New Jersey municipality to provide an opportunity for the construction and rehabilitation of low and moderate income housing; and

**WHEREAS**, the City is committed to remaining affordable by maintaining a diversity and choice in the mix of housing types available within the municipality; and

**WHEREAS,** the New Jersey Supreme Court, the New Jersey Legislature as well as the Council on Affordable Housing ("COAH") have all recognized that inclusionary ordinances requiring a mandatory set-aside of affordable housing, either on or off-site, along with appropriate incentives represents an effective and fair means of encouraging and ensuring the production of affordable housing by the private sector. See So. Burlington Cty. N.A.A.C.P. v, Mt. Laurel Tp., 92 N.J. 158 ("Mt. Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

**WHEREAS,** increases in permitted residential density or floor area ratio ("FAR"), accompanied by a mandatory set-aside of affordable housing, constitute incentives to private developers and compensatory benefits as required by the Fair Housing Act, N.J.S.A. 52:27D-311.h.; and

**WHEREAS,** use variances granted by the Zoning Board of Adjustment permitting residential uses in zoning districts and redevelopment areas restricted against such uses constitute

a compensatory benefit when a mandatory set-aside of affordable housing is required as a condition of such residential use variance approvals; and

**WHEREAS,** new and amended redevelopment plans prepared and adopted under the Local Housing and Redevelopment Law, N.J.S.A. 40A.12A-1 et seq., that increase residential density or FAR or permit residential uses in zoning districts restricted against such uses and require a mandatory set-aside of affordable housing also constitute a compensatory benefit for inclusionary development; and

**WHEREAS,** the City also recognizes that the inclusion of a mandatory set-aside of low and moderate income units does not absolve a developer of responsibility to make required proofs in conjunction with applications before the Zoning Board of Adjustment or Planning Board.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hoboken, New Jersey, as follows:

**Section 1. Definitions**

The following terms when used in this Ordinance shall have the meanings given in this Section:

Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing" means housing restricted to income-eligible low and moderate income households.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share housing obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Board of jurisdiction” means the Planning Board of the City of Hoboken, the Board of Adjustment of the City of Hoboken, or the City Council of the City of Hoboken, as applicable.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), or successor agency.

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

“Housing region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA) as last defined by the United States Census Bureau.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Infill” means development on vacant or underutilized property between existing buildings.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable county, as adopted annually by COAH.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Redevelopment plan" means a plan adopted by the City Council of the City of Hoboken for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH's adopted Regional Income Limits published annually by COAH.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under the UHORP or MONI programs of the Agency.

"Substantial rehabilitation" means any rehabilitation of a vacant structure or any rehabilitation that involves the replacement of two or more major systems.

"Total development cost" mean the expenses that a developer can reasonably expect to incur in order to develop an affordable housing development, include "hard costs" such as land acquisition, site improvements, and new construction or rehabilitation, and "soft costs" consisting of all other costs and fees, such as professional services and financing fees.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

"Waterfront District" means any district or sub district so designated by the Zoning Ordinance of the City of Hoboken.

**Section 2- <u>General standards</u>.**

A. Applicability – Types of Development: All development of property in the City of Hoboken subject to approval by either the Planning Board or Zoning Board of Adjustment for site plan, subdivision or conditional use approval; for variance relief pursuant to any section of <u>N.J.S.A.</u> 40:55D-70d involving an increase in residential density; or for an approval in conjunction with a redevelopment plan adopted pursuant to the <u>Local Redevelopment and Housing Law</u> that includes residential uses. All such development shall include housing affordable to low and moderate income individuals and families in accordance with the standards of this Article with the exception of the exemptions enumerated in sub-section (B).

B. The following shall be exempt from the provisions of this Article:

(1) The first 10 units of substantial rehabilitation projects.

(2) Any project which is to be undertaken by a nonprofit corporation for the purpose of developing, through new construction or substantial rehabilitation, residential property in which all of the units in the project are for low and/or moderate-income families, but only upon application to and a written finding by the Board that the project is providing an affordable housing benefit in the spirit of and comparable to the benefit provided through this Article.

(3) Development under an adopted redevelopment plan in effect as of the effective date of this ordinance, unless amended subsequently to increase the density or floor area ratio.

(4) Any application before the Planning Board for a permitted use. Applications submitted pursuant to a redevelopment plan which include a residential component and are not subject to the exemption listed in sub-section B(3) above shall not qualify for an exemption.

C. Each development subject to this Article shall contain the following percentage of units to be provided for affordable housing:

(1) 10% where all affordable units provided pursuant to this Article are located on site, whether rental, "for sale", fee simple, condominium or cooperative.

(2) One (1) off-site unit must be provided in lieu of each on-site unit required by sub-section C(1) hereof where some or all affordable units provided pursuant to this Article are located off site as permitted by this Act with the exception of development located in the Waterfront District. 1.5 off-site units must be

provided in lieu of each on-site unit required by Subsection C(1) hereof for development in the Waterfront District.

(3) In all calculations of a developer's affordable housing set-aside responsibility under this Article, any unit reserved for the superintendent of the residential development shall not be credited towards satisfaction of the affordable housing obligation.

(4) Rounding: When any calculation of the percentage of affordable units required to be provided results in a fractional unit of one-half or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a faction of less than one-half, the fraction shall be rounded down to the previous whole unit.

(5) Any residential or mixed use development receiving Urban Transit Hub Tax Credit financing pursuant to N.J.S.A. 34:1B-207 et seq. shall set-side 20% percent of the total units in the development as affordable units.

D. Plan of compliance.

(1) Each development subject to this Article shall prepare and submit to the Board of jurisdiction a plan of compliance with the terms and conditions hereof, which plan shall include:

(a) A description of the development, which may be given by reference to other documents submitted to the Board
.

(b) A statement of the number of proposed residential units in the development.

(c) A statement setting forth the number of affordable units required to be provided, specifying the number of low-income and moderate-income units, and the number of efficiency, one-bedroom, two-bedroom, and three-bedroom (or larger) units to be provided in each category.

(d) A statement setting forth the anticipated purchase or rental prices of the affordable housing units to be provided.

(e) A sworn affidavit by the developer that the project is not part of any larger development and has not been artificially subdivided, separated or developed apart from that larger development through the manipulation of the design or implementation schedule in order to evade the provisions of this article.

(f) A fiscal statement demonstrating the number of proposed market rate residential units are necessary to subsidize the proposed number of low

and moderate income units. The statement shall demonstrate a rational nexus between any proposed density bonus or compensatory benefit and the number of affordable housing units provided on or off site.

(2) No preliminary or minor site plan, subdivision or bifurcated use variance approval shall be granted until and unless the plan of compliance has been approved by the Board of jurisdiction.

(3) It is the intent of this article to prevent evasion of its requirements by the artificial subdivision, separation, construction or rehabilitation of a project into smaller developments through the manipulation of the design or implementation schedule. The Board, therefore, shall review each project to determine whether the project has been artificially subdivided, separated, constructed or rehabilitated through the manipulation of the design or implementation schedule in order to evade the provisions of this article. If the Board so finds, it shall disapprove the plan.

(4) The Board of jurisdiction shall withhold approval of any plan of compliance for any unit building, project or development which is developed contiguous to any other unit, building, project or development which received site plan approval at any time 18 months prior to the submission of the plan of compliance, unless the Board finds that the developer has not sought to evade the terms of this ordinance and that the project has not artificially subdivided, separated, constructed or rehabilitated through the manipulation of the design or implementation schedule.

**Section 3- Provision of Units Off Site.**

A. Any developer engaged in a project subject to the provisions of this article may apply to the Board of jurisdiction to provide the affordable housing required by the application of this article in a structure or structures located apart from the development triggering the provisions of this article, but within the City of Hoboken. Such approval is within the sole discretion of the Board of jurisdiction and may be granted where:

(1) The affordable housing units to be provided off site are of comparable or superior size and quality to those that would have otherwise been provided.

(2) The environmental conditions of the neighborhood in which the affordable units are to be located are suitable for residential development.

(3) Approval would not tend to increase the concentration of low- or moderate-income households within any part of the City of Hoboken.

B. The Board of jurisdiction should give substantial weight to the policy of favoring integrated development over separate developments for low and moderate-income households and higher-income households.

**Section 4- Phasing.**

Provision of on-site or off-site affordable housing units shall take place simultaneously, with the balance of the development triggering the affordable housing requirement, and shall be governed by the following phasing schedule:

| Maximum Percentage of Market Units Issued Certificates of Occupancy | Minimum Percentage of Low and Moderate Income Units Issued Certificates of Occupancy |
|---|---|
| 25% + 1 unit | 10% |
| 50% | 50% |
| 75% | 75% |
| 90% | 100% |

Certificates of occupancy for the last 10% of the market units shall not be issued until certificates of occupancy have been issued for all of the required affordable units.

A. In inclusionary developments, low- and moderate-income units shall be integrated with and interspersed among the market-rate units, but may be concentrated for financing or property management reasons at the discretion of the Board of jurisdiction, e.g., for rental affordable units satisfying the set-aside required for a development of market-rate condominium units.

B. A schedule setting forth the phasing of the actual number of total units and affordable units, by income category and unit size, for each development shall be incorporated into the resolution of approval for any development-subject to the provisions of this Article.

C. Low and moderate income units shall utilize the same type of heating source as market rate units within the affordable development.

**Section 5- Specific Standards.**

Affordable housing units provided under this article shall comply with the standards of this section.

A. Occupancy Standards.

1. Occupancy standards for determining rents and sales prices: In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

   i. A studio shall be affordable to a one-person household;

   ii. A one-bedroom unit shall be affordable to a one and one-half person household;

   iii. A two-bedroom unit shall be affordable to a three-person household;

   iv. A three-bedroom unit shall be affordable to a four and one-half person household; and

   v. A four-bedroom unit shall be affordable to a six-person household.

2. Occupancy standards for determining rents in assisted living facilities: In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

   i. A studio shall be affordable to a one-person household;

   ii. A one-bedroom unit shall be affordable to a one and one-half person household; and

   iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

B. Bedroom Distribution of Affordable Housing Units:

   1. The bedroom distributions of affordable units in non age-restricted developments shall be structured, in conjunction with realistic market demands, such that:

      i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

      ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;

      iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

      iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

   2. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

C. Marketing of Affordable Housing Units. Marketing of affordable housing units provided under this article shall be undertaken subject to the following provisions:

(1) Marketing shall take place in accordance with the provisions of a marketing plan, as provided herein.

(a) The City of Hoboken shall adopt by resolution an Affirmative Marketing Plan, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented. Such Affirmative Marketing Plan shall be included as part of an eventual petition to COAH for substantive certification.

(b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 1 (Northeast: Bergen, Passaic, Hudson, and Sussex Counties, as may be amended) and covers the period of deed restriction.

(c) The Administrative Agent designated by the City of Hoboken shall assure the affirmative marketing of all affordable units developed pursuant to this Article, consistent with the Affirmative Marketing Plan for the municipality.

(d) In implementing the affirmative Marketing Plan, the Administrative Agent shall provide a list of housing counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(e) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy of the units.

(f) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Hoboken.

**Section 6. Control Periods for Restricted Ownership Units and Enforcement Mechanisms**

(a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Article until the City of Hoboken elects to release the unit from such requirements. Prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for a minimum of 40 years.

(b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

(d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Article, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

(e) The affordability controls set forth in this Article shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(f) All conveyances of restricted ownership units pursuant to this Article shall be made by deeds and restrictive covenants substantially in the form prescribed in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(g) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

**Section 7. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices**

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements.

Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

**Section 8. Buyer Income Eligibility**

(a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

**Section 9. Limitations on indebtedness secured by ownership unit; subordination**

(a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

**Section 10. Control Periods for Restricted Rental Units**

(a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the City of Hoboken elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for minimum of 40 years.

(b) Deeds of all real property that include restricted rental units shall contain deed restriction language substantially in the form set forth in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure.

**Section 11. Price Restrictions for Rental Units; Leases**

(a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

(b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

**Section 12. Tenant Income Eligibility**

(a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

**Section 13. Administration: Municipal Housing Liaison and Administrative Agent**

(a) The position of Municipal Housing Liaison (MHL) for the City of Hoboken is established by this Article and shall be appointed through a Resolution adopted by the City Council. In the event of a petition for substantive certification, the City of Hoboken shall confirm the appointment of the MHL to COAH by means of a letter from the Mayor to COAH.

1. The MHL must be either a full-time or part-time employee of the City of Hoboken.
2. In the event of a petition for substantive certification, the person appointed as the MHL must be reported to COAH for approval.
3. The MHL must comply with all COAH requirements.
4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Hoboken, including the following responsibilities which may not be contracted out to the Administrative Agent:
   i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
   ii. The implementation of the Affirmative Marketing Plan and affordability controls.
   iii. When applicable, supervising any contracting Administrative Agent.
   iv. Monitoring the status of all restricted units in the City of Hoboken's Fair Share Plan;
   v. Compiling, verifying and submitting annual reports as required by COAH;
   vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
   vii. Attending continuing education opportunities on affordability controls and compliance monitoring.

(b) The City of Hoboken shall designate by resolution of the City Council one or more Administrative Agents to administer newly constructed or substantially rehabilitated affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC (N.J.A.C. 5:80-26). All Administrative agents must be approved by COAH in the event of a petition for substantive certification.

(c) An Operating Manual shall be prepared and provided by the Administrative Agent(s) to be adopted by resolution of the City Council. The Operating Manual(s) shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s). The Operating Manual shall be subject to review and approval by COAH in the event of a petition for substantive certification.

(d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing;
2. Affirmative Marketing;
2. Household Certification;
3. Affordability Controls;
4. Records retention;
5. Resale and re-rental;
6. Processing requests from unit owners; and
7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

**Section 14. Enforcement of Affordable Housing Regulations**

(a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

    i. A fine of not more than $2,500 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

    ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Hoboken Affordable Housing Trust Fund of the gross amount of rent illegally collected;

    iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow

shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(e) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(f) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(g) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(h) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

**Section 15. Inclusionary Standards and Requirements for Future Redevelopment Plans**

All redevelopment plans providing for residential development, prepared and adopted or amended pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. after the effective date of this Article, shall include inclusionary affordable housing development standards and requirements identical to the standards and requirements of this Article.

**Section 16. Effective Date**

This ordinance shall take effect upon passage and publication as provided by law, but shall not be applicable to applications for residential development pending before the board of jurisdiction on the effective date of this ordinance.

**Section 17 Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 18 Grandfather Provision**

The Affordable Housing Ordinance added to the City Code 5-18-88 by Ord. No. P-6, §196-68 through -81, is hereby repealed prospectively, It shall remain in full force and effect for all applications for residential development pending before the Board of Jurisdiction on the effective date of this ordinance seeking a use variance to allow residential development in a zoning district or redevelopment plan where such uses are not currently permitted or seeking an increase in residential density or floor area ratio (FAR). This ordinance shall further remain applicable to all applications having received approval under its terms.

**Section 19 Repealer**

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

_____
Dawn Zimmer, Mayor
City of Hoboken

Attest:

_____
James J. Farina, Clerk
City of Hoboken

548805_1.DOC HBKNG114 HBKN affordable housing ordinance draft 2

## NOTICE OF INTRODUCTION

Notice is hereby given that the foregoing Ordinance was submitted in writing at a meeting of the Mayor and Council of the City of Hoboken, in the County of Hudson, New Jersey held on the ___ day of _____, 2012. Introduced and read by title and passed on the first reading and that the said Mayor and City Council will further consider the same for the second reading and final passage thereof at a meeting to be held on the ___ day of _____, 2012 at ___ p.m. in the evening prevailing time at the City of Hoboken Municipal Building, Hoboken, New Jersey, at which time and place a public hearing will be held thereon by the Mayor and City Council and all persons and citizens in interest shall have an opportunity to be heard concerning same.

A copy of the Ordinance is available to any member of the general public at no cost, at the Municipal Building of the City of Hoboken, Office of the Clerk between the hours of 8:30 a.m. and 4:30 p.m.

_____
James J. Farina, Clerk
City of Hoboken

548805_1.DOC HBKNG114 HBKN affordable housing ordinance draft 2

**ORDINANCE NO. __ –DEVELOPMENT APPLICATION CHECKLISTS**

Sponsored by _____

Seconded by_____

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE CITY OF HOBOKEN DEVELOPMENT APPLICATION CHECKLIST REGULATIONS IN ORDER TO REQUIRE THE SUBMISSION OF A FISCAL STATEMENT TO BE SUBMITTED AS PART OF THE CHECKLIST IN REGARD TO ANY APPLICATION FOR DEVELOPMENT WHEREIN AFFORDBALE HOUSING IS REQUIRED**

**WHEREAS,** the City of Hoboken is a municipal corporation of the State of New Jersey; and

**WHEREAS,** municipalities are empowered to make, amend, repeal and enforce Ordinances pursuant to N.J.S.A. 40:48-1 et. seq.; and

**WHEREAS,** the New Jersey Legislature pursuant to N.J.S.A. 40:55D-1 et. seq., has expressed its legislative intent that a municipality examine its land use ordinance and regulations from time to time to insure the most appropriate use and development of its land in a manner which will promote the public health, safety, morals and general welfare; and

**WHEREAS,** the City of Hoboken seeks to amend its Development Application Checklists in order to require the submission of Fiscal Statements as part of the Checklist requirements when applications for development require an affordable housing component; and

**WHEREAS,** Chapter 34A entitled Development Application Checklists pertains to the submission requirements associated with Land Use Development Applications; and

**WHEREAS,** Section 34A-2 sets forth the Checklist for items which must be submitted before a development application can be deemed complete under the Municipal Land Use Law pursuant to N.J.S.A. 40:55D-1 et. seq.; and

**WHEREAS,** the City of Hoboken seeks to establish an effective and fair means of encouraging and insuring the production of affordable housing by private sector developers as recognized by the New Jersey Supreme Court under the Mount Laurel Doctrine and Fair Housing Act pursuant to N.J.S.A. 52:27B-301 et. seq.; and

**WHEREAS,** the City Council of the City of Hoboken is of the opinion that such an amendment to the Ordinance will advance the interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hoboken, New Jersey, as follows:

**Section 1.**

The Preliminary Site Plan/Conditional Use Application Checklist shall be amended to add Item 27 which will require the submission of a Fiscal Statement in regard to all applications for development which require an affordable housing set-aside (including variances pursuant to N.J.S.A. 40:55D-70d). The Fiscal Statement shall demonstrate that the number of proposed market rate residential units are necessary in order to subsidize the proposed number of low and moderate income units. The statement shall demonstrate a rational nexus between any proposed density bonus or compensatory benefit and the number of affordable housing units provided on or off site.

**Section 2. Severability**

If any section, paragraph, subdivision, clause, or provision of this ordinance shall be judged invalid, such adjudication shall apply only to that section, paragraph, subdivision, clause, or provision and the remainder of this Ordinance shall be deemed valid and effective.

**Section 3. Repealer**

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**Section 4. Effective Date**

This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

_____

Dawn Zimmer, Mayor
City of Hoboken

Attest:

_____

James J. Farina, Clerk
City of Hoboken

548818_1.DOCX HBKNG-114 HBKN checklist ordinance

## NOTICE OF INTRODUCTION

Notice is hereby given that the foregoing Ordinance was submitted in writing at a meeting of the Mayor and Council of the City of Hoboken, in the County of Hudson, New Jersey held on the ___ day of _____, 2012. Introduced and read by title and passed on the first reading and that the said Mayor and City Council will further consider the same for the second reading and final passage thereof at a meeting to be held on the ___ day of _____, 2012 at ___ p.m. in the evening prevailing time at the City of Hoboken Municipal Building, Hoboken, New Jersey, at which time and place a public hearing will be held thereon by the Mayor and City Council and all persons and citizens in interest shall have an opportunity to be heard concerning same.

A copy of the Ordinance is available to any member of the general public at no cost, at the Municipal Building of the City of Hoboken, Office of the Clerk between the hours of 8:30 a.m. and 4:30 p.m.

_____
James J. Farina, Clerk
City of Hoboken

548818_1.DOCX HBKNG-114 HBKN checklist ordinance

Sponsored by _____

Seconded by_____

**AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, DISSOLVING THE HOBOKEN MUNICIPAL HOSPITAL AUTHORITY PURSUANT TO N.J.S.A. 40A:5A-20**

WHEREAS, the governing body of the City of Hoboken, in the County of Hudson, New Jersey (the "City"), created, by ordinance adopted on August 9, 2006, the Hoboken Municipal Hospital Authority (the "Authority") in accordance with the Municipal Hospital Authority Law, constituting Chapter 46 of the Pamphlet Laws of 2006 of the State, as amended and supplemented (the "Act"); and

WHEREAS, the Authority was formed for the purpose of acquiring, improving and managing Hoboken University Medical Center (formerly St. Mary Hospital) (the "Hospital") and did so for the period from acquisition of the Hospital through November 4, 2011, the date upon which the Authority sold the Hospital and all of it related assets (the "Sale Transaction") to HUMC Holdco, LLC (the "Purchaser"); and

WHEREAS, the proceeds of the Sale Transaction provided for (i) the defeasance of all of the Authority's outstanding indebtedness, which indebtedness was secured by, among other things, a guaranty of the City, and (ii) the maintenance of insurance policies that cover certain future claims associated with the governance of a general acute care hospital; and

WHEREAS, as part of the Sale Transaction and pursuant to bankruptcy proceedings related to the Hudson Healthcare Inc. (the "Hospital Manager"), the Authority has satisfied its obligations to the Hospital Manager and has received a general release from potential claims of creditors of the Hospital Manager; and

WHEREAS, the City has determined that as a result of the Sale Transaction, the Authority has made provision for the payment of all creditors and obligees of the Authority, and therefore it is in the best interests of the residents of the City to dissolve the Authority; and

WHEREAS, the City desires to dissolve the Authority in accordance with, and in fulfillment of, the provisions of N.J.S.A. 40A:5A-20,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, as follows:

**Section 1**. **Dissolution**. In light of the Sale Transaction and the provision for the payment of all creditors and obligees of the Authority, the Authority is hereby dissolved, subject to the terms and conditions hereof.

**Section 2**. **Transfer of Title to All Facilities**. Upon the effective date of the dissolution as set forth in Section 3 of this ordinance, all real and personal property, facilities and contracts of the Authority and all monies and funds held by or for the Authority, if any, shall be deemed transferred to and become the property of the City. The existing officers of the Authority are hereby authorized and directed to execute any documents or instruments necessary to transfer legal title to all real property, personal property, facilities, contracts and monies and funds to the City upon the effective date of the dissolution herein, notwithstanding the dissolution of the Authority. All documents and records of the Authority shall be delivered to the City Clerk prior to the effective date of the dissolution.

**Section 3**. **Effective Date of Dissolution**. The dissolution of the Authority shall take effect simultaneously with the transfer of the Authority property to the City and the transfer of all funds from the Authority to the City.

**Section 4.** **Limitation on Actions by Authority**. Prior to the effective date of the dissolution, the Authority shall not be authorized to issue or authorize any obligations or to approve or enter into agreements without the prior consent of the City as evidenced by a resolution of the City Council; provided, however, that the Authority conduct all other business and may pay its legally due debt and bills incurred in the ordinary course without the prior consent of the City.

**Section 5.** **Authorization of City and Authority to Take all Necessary Action**. The Mayor, Business Administrator, Chief Financial Officer, City Clerk and other employees, as directed by the Business Administrator, are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance. The members of the Authority, its officers, employees, engineer and counsel are hereby authorized and directed to take all steps necessary to effectuate the purposes of this ordinance.

**Section 6.** **Approval of Local Finance Board; Filing**. This ordinance shall be submitted to, and approved by, the Local Finance Board of the State of New Jersey prior to final adoption in accordance with the requirements of N.J.S.A. 40A:5A-20 and the final adoption of this ordinance by the City shall represent conclusive proof of the fact that this ordinance has received the approval of the Local Finance Board. Immediately upon adoption of this ordinance, this ordinance shall be filed with the Local Finance Board and with the Secretary of State of New Jersey, in accordance with N.J.S.A. 40A:5A-20.

**Section 7.** **Severability**. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

**Section 8.** **Repeal of All Inconsistent Ordinances**. All ordinances of the City which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**Section 9.** **Effective Date.** This ordinance shall take effect immediately upon the adoption hereof and shall not be subject to referendum.

**Date of Introduction: September 5, 2012**

Introduction:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____

James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____

_____

_____

_____

_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____

Dawn Zimmer, Mayor

**Sponsored by:_____**

**Seconded by: _____**

**CITY OF HOBOKEN**
**ORDINANCE NO.: _____**

**AN ORDINANCE TO AMEND CHAPTER 46 ENTITLED "LEASE AGREEMENTS" TO INCLUDE A LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND NJ TECH, INC. FOR THE USE AND MAINTENANCE OF THE SINATRA PARK CAFÉ**

**WHEREAS,** the City of Hoboken owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that are commonly known as "Sinatra Park Café" (hereinafter referred to as the "Property"); and

**WHEREAS,** NJ Tech, Inc., a NJ nonprofit corporation having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey, desires to use the Property for the purposes of establishing a community technology center known as SparkLab; and

**WHEREAS,** pursuant to N.J.S.A. 40A:12-14, municipalities are required to enact an ordinance to allow for the lease of municipal-owned property; and

**WHEREAS**, the City Council of the City of Hoboken, by resolution, has already provided for the issuance of a license agreement between the City of Hoboken and NJ Tech, Inc. for the aforementioned purpose; and

**WHEREAS,** the City of Hoboken desires to enter into an agreement with NJ Tech, Inc. for such a lease.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 39 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

**SECTION ONE: AMENDMENTS**

**§ 46-2 Execution of Lease Agreement with NJ Tech, Inc. for the use and maintenance of Sinatra Park Café.**

**The Mayor is hereby authorized to enter into and execute a lease agreement with NJ Tech, Inc. for the purpose of entering into the proposed lease as authorized herein for the Sinatra Park Café'.**

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that

all ordinances or part of ordinances now existing or in effect unless the same being conflict or are 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 remain 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 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: September 5, 2012

Introduction:

| **Councilperson** | **Yea** | **Nay** | **Abstain** | **No Vote** |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |

| | | | | |
|---|---|---|---|---|
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____
Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

**Exhibit A**

# LEASE AGREEMENT

This **LEASE AGREEMENT** (the "Agreement") is hereby made and entered into this _____ day of _____, 2012 (hereinafter referred to as the "Effective Date"), by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the **"LANDLORD"**) and **NJ TECH, INC.**, a NJ nonprofit corporation having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030 (hereinafter referred to as the **"TENANT"**).

## WITNESSETH

**WHEREAS,** the LANDLORD owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that is commonly known as "Sinatra Park Café" (hereinafter referred to as the "Property"); and

**WHEREAS,** the LANDLORD and the TENANT (collectively, the "Parties") entered into a three-month License Agreement dated _____, 2012 allowing the TENANT to use the Property under certain terms and conditions; and

**WHEREAS,** the TENANT desires to continue to use the Property for the purposes of establishing a community technology center known as SparkLab; and

**WHEREAS,** the LANDLORD desires to grant the TENANT a lease for the aforementioned purpose; and

**WHEREAS**, pursuant to the New Jersey Local Lands and Buildings Law, the City Council of the City of Hoboken enacted an ordinance permitting said lease between the LANDLORD and the TENANT.

**NOW, THEREFORE,** for and in consideration of the terms, conditions and mutual covenants contained herein, the LANDLORD and the TENANT hereby agree as follows:

1. Term and Renewal. For a four-month period beginning on the Effective Date of this Agreement (the "Initial Lease Term"), the LANDLORD hereby allows the TENANT, its officers, agents, servants, employees, volunteers and/or assigns the right, privilege and license to use the Property for the community technology center known as Hoboken SparkLab for the following activities: (i) classes; (ii) workshops; (iii) networking events; (iv) technical discussions on technology and business-related topics; and (v) social events. At the end of the Initial Lease Term, this Agreement shall continue on a month-to-month basis subject to the terms and conditions set forth herein.

2. Restrictions on Use. The TENANT understands that on the days and times listed on Exhibit A, attached hereto, the Property will not be available for TENANT's use under this Agreement.

3. Rent. The LANDLORD and the TENANT agree that pursuant to § 39-8.1 of the Code of the City of Hoboken, the fees set forth in that provision are waived because the TENANT is a

nonprofit organization. The TENANT understands that it must maintain its nonprofit status throughout the term of this Agreement in order for the fees under § 39-8.1 of the Code of the City of Hoboken to be waived.

4. Security. The TENANT shall not be required to deposit with the LANDLORD any sum of money as a security deposit.

5. Additional Rent/Costs. The LANDLORD agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will be responsible for the costs for electricity, heat and water for the Property during the term of this Agreement. The LANDLORD will also be responsible for trash pickup, pursuant to its normal guidelines and scheduling. The TENANT agrees that it will be responsible for the costs for telephone, data, communications and any other costs related to or for the Property during the term of this Agreement (hereinafter referred to as "Additional Rent"). The TENANT also agrees that it will be responsible for ensuring the inside of the Property is clean and sanitary for public use.

6. Sponsorships. The LANDLORD understands that the TENANT intends to obtain sponsorships to provide Wi-Fi service on the Property. The TENANT agrees that it will not obtain sponsorships from entities that produce, sell, distribute or are otherwise related to the following industries: (i) guns and/or firearms; (ii) alcohol; (iii) tobacco; (iv) pornography or sex-related industries; and (v) political messaging. The TENANT agrees that if circumstances arise regarding the propriety of any sponsor it obtains, the Parties will work together to remedy the issue. The TENANT agrees that the LANDLORD will be one of its sponsors. The TENANT agrees to provide the LANDLORD with a copy of all contracts, building plans and/or specifications prior to any installation of Wi-Fi service for the LANDLORD'S written approval. The TENANT agrees that no structural work will be done to the Property without the LANDLORD'S advance written approval.

7. Insurance. The TENANT agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will maintain the following types of insurance in the amounts set forth herein: (i) general liability insurance in the amount of $1,000,000 (One Million Dollars) per occurrence and $2,000,000 (Two Million Dollars) in the aggregate; (ii) workers compensation insurance coverage commensurate with New Jersey statutory limits; (iii) employer's liability coverage in the amount of $100,000 (One Hundred Thousand Dollars) per occurrence and $300,000 (Three Hundred Thousand Dollars) in the aggregate; and (iv) excess liability insurance coverage. The TENANT agrees that the LANDLORD, including the Mayor and City Council of the City of Hoboken, will be additional named insureds for all insurance coverage set forth herein and will provide the LANDLORD with proof of such insurance coverage prior to the Effective Date of this Agreement. Furthermore, the TENANT agrees that it will maintain insurance coverage on its own property kept or maintained in or around the Property. All insurance coverage will be kept in full force and effect for the term of the license, and the TENANT agrees that any insurance carrier used for any insurance coverage in this Paragraph 4 shall be licensed to do business in the State of New Jersey. The TENANT shall be notified in writing at least thirty (30) days prior to the cancellation of any insurance policy described in this Paragraph 4.

8. Policies regarding Children. The TENANT agrees by signing this Agreement, at all times when children under the age of eighteen (18) are using or located on the Property, the TENANT will certify that the appropriate background checks for the TENANT'S volunteers and employees will be conducted, completed and maintained by the TENANT and/or its agents, officers, and/or assigns. The LANDLORD agrees that it will cover the costs for these background checks. The

TENANT shall also maintain policies that all children using or located on the Property must be supervised by an adult at all times. This policy will be prominently posted in public and conspicuous places throughout the Property to the LANDLORD'S satisfaction.

9. Use of the Property. The TENANT retains the right to use the Property in a manner not inconsistent with the rights herein granted to the TENANT as specifically discussed in Paragraph 1, above, provided, however, that the TENANT shall not disturb the structural elements of the Property in any way without prior written approval by the LANDLORD. The TENANT also agrees that pursuant to a pending Ordinance before the City Council of the City of Hoboken and provided that the Ordinance is enacted, small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used on the Property, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in the Property with chafing dishes only to keep food and/or beverages warm. The TENANT must ensure that it has obtained any necessary permits to use canned heating units.

10. Liability. The TENANT expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the TENANT, its servants, agents, employees, or assigns.

11. Alterations to the Property. The TENANT agrees that it shall perform no work or alterations to the Property during the term of this Agreement without the advance, written consent of the LANDLORD. The TENANT also agrees that pursuant to a pending Ordinance before the City Council of the City of Hoboken and provided that the Ordinance is enacted, small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used on the Property, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in the Property with chafing dishes only to keep food and/or beverages warm. The TENANT must ensure that it has obtained any necessary permits to use canned heating units.

12. Condition of Property upon Termination of Agreement. Upon termination of this Agreement, the TENANT shall, immediately and at the TENANT'S sole cost and expense, remove all equipment, accessories, and materials owned by the TENANT from the Property and restore the Property to as nearly as practicable to the same condition prior to the Effective Date of this Agreement.

13. Affirmative Action Statement. The TENANT agrees that no person shall be denied admission or access to the Property on the basis of race, color, creed, national origin, sex, disability, gender or sexual orientation.

14. Hold Harmless and Indemnification. The TENANT agrees that it will, at its own expense, defend, indemnify and hold harmless the LANDLORD, its officers, agents, employees and/or assigns from any against any and all claims, damages, penalties, losses, expenses or judgments, whether just or unjust, arising from the TENANT'S use of the Property. This Paragraph 14 shall survive the expiration or termination of this Agreement.

15. Termination of Agreement. The LANDLORD may terminate this Agreement with five (5) business days advance written notice under the following circumstances: (i) the TENANT fails to

abide by the provisions set forth in this Agreement and fails to remedy such noncompliance within a reasonable amount of time after receiving written notice from the LANDLORD; (ii) upon a determination that the TENANT has made material misrepresentations to the LANDLORD in connection with its use or occupancy of the Property; or (iii) in the instance that it is necessary to maintain the health, safety and welfare of the general public, this Agreement may be terminated on 24 hours' notice.

16. No Assignment of Agreement. The TENANT shall not assign this Agreement without the advance written consent of the LANDLORD.

17. Integrated Agreement. This Agreement constitutes the entire and integrated understanding of the LANDLORD and the TENANT and supersedes all the terms and conditions of any prior agreement, negotiations or representations, whether written or oral, between the Parties. This Agreement may not be modified, except by a formal writing that is signed by both the LANDLORD and the TENANT.

18. Governmental Immunities. Nothing herein shall be interpreted to reduce, eliminate or otherwise effect any and all privileges and immunities held by the LANDLORD as a governmental entity and municipal corporation. The LANDLORD shall have the right to institute and claim any and all applicable privileges or immunities at any time and for any reason in relation to this Agreement and/or the obligations and benefits of the Parties hereunder.

19. No Admission of Liability. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

**IN WITNESS WHEREOF,** the undersigned Parties have executed this Agreement on the day and year first above written.

**LANDLORD:** (the City of Hoboken, on behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

**TENANT:** NJ Tech, Inc., a NJ nonprofit corporation, having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030.

Signed: _____ Aaron Price, President

_____ _____, Secretary

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

# EXHIBIT A

**List with days and times the Property not available for Tenant's use**
**(as referred to in Paragraph 1, above)**

| Day | Date | Time |
|---|---|---|
| Saturday | October 13, 2012 | 9 a.m. to 6 p.m. |

**Sponsored by:_____**

**Seconded by: _____**

**CITY OF HOBOKEN**
**ORDINANCE NO.: _____**

**AN ORDINANCE TO AMEND SECTION 39-8.1**
**TITLED "FEES" WITHIN CHAPTER 39,**
**ENTITLED "DEPARTMENT OF HUMAN SERVICES"**

**WHEREAS,** Section 39-8.1 of the Administrative Code of the City of Hoboken titled "Fees" currently provides that no cooking equipment shall be supplied by the City or brought in by the individual or entity renting Sinatra Park Café; and

**WHEREAS,** the Administration wishes to amend this language to permit caterers and restaurants to provide food and beverages to parties renting Sinatra Park Café with certain restrictions.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 39 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

**SECTION ONE: AMENDMENTS**

**§ 39-8.1 Fees.**

The following rental fees shall be imposed for use of the following City properties:

**Rental Fee**

| | |
|---|---|
| Sinatra Park Soccer Field | $125.00/hour |
| 1500 Park | $125.00/hour |
| Maxwell Field | $125.00/hour |
| Multi-Service Center Gym (for Sporting Events) | $125.00/hour |

| **Rental Fee** | **Business Entities** | **Individuals (Residents Only)** | **Minimum Hours** |
|---|---|---|---|
| Sinatra Park Café | $125.00/hour | $50.00/hour | 3 hours |

If the individual or entity seeking use of the aforementioned fields, café or gymnasium is a nonprofit organization, the foregoing fees shall be waived, but in any event the user must supply an insurance rider indemnification. The individual or entity agrees to clean the field, café or gymnasium at their own cost and expense at the end of the rental period.

Use of Sinatra Park Café shall include use of the structure and the patio; however, no cooking equipment shall be supplied by the City ~~or brought in by the individual or entity renting the space~~. Small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used in Sinatra Park Café, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in Sinatra Park Café with chafing dishes only to keep food and/or beverages warm. The individual or entity responsible for renting Sinatra Park Café must ensure that he, she or it has obtained any necessary permits to use canned heating units. The following utilities shall be made available at Sinatra Park Café, upon request: electricity, heat and water.

Registration fees for all recreation programs are as follows:

| Applicant Type | Applicant Status | Registration Fee |
|---|---|---|
| Child/Student/Adolescent | Resident | $25 per program |
| | Nonresident | $35 per program |
| Adult | Resident | $60 to $100 per program based on actual costs |
| | Nonresident | $60 to $100 per program based on actual costs plus $10 per program for nonresident administrative fees |

The Director of the Division of Health and Human Services shall determine, in his or her sole discretion, the adult recreation fees per program per year, within the limits set herein. The fee determination shall be based on actual costs per person per program. The Director's determined fee for each adult program shall be set in writing and delivered to the City Council prior to the Director and the Recreation Department accepting annual registrations for said program and shall be amended on not less than an annual basis.

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or are 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 remain 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 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: September 5, 2012

Introduction:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____
Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

Sponsored by: Occhipinti
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 190 ENTITLED "VEHICLES AND TRAFFIC" AT § 190-9 ENTITLED "STOP STREETS DESIGNATED" TO ADD A STOP SIGN ON JACKSON STREET AT THE INTERSECTION OF OBSERVER HIGHWAY**

**WHEREAS**, Chapter 190 at § 9 details the streetways within the City which serve as stop streets, with stop signs; and,

**WHEREAS**, the Jersey City/Hoboken Connectivity Study of June 2011, as prepared for Hudson County and the NJTPA, found that the intersection of Jackson Street and Observer Highway is substantially more dangerous than it would be if a traffic signal were placed there; and,

**WHEREAS**, until such time as the traffic signal recommended can be placed at the intersection, the City Council wishes to add a stop sign on Jackson Street at the intersection of Observer Highway to decrease the public safety hazard at that intersection, as described by the Subregional Transportation Study.

**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 190-9**

**§ 190-9. Stop Streets Designated**

| Intersection | Stop Sign Location |
|---|---|
| Jackson Street and Observer Highway | Both Approaches of Observer Highway |
| Jackson Street and Observer Highway | Northbound Approach of Jackson Street |

**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: September 5, 2012**

Introduction:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____
Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 56 ENTITLED "PARKING UTILITY" AND CHAPTER 64A ENTITLED "TRANSPORTATION AND PARKING, DEPARTMENT" TO UPDATE THE TITLE OF THE PARKING UTILITY**

**WHEREAS**, Chapter 56 is the enabling chapter for the Hoboken Parking Utility, and the Utility has the ability to act as both a parking and transportation utility, which the City intends to proceed towards on a going forward basis which requires the City Code to redefine and retitle the name of the Utility; and,

**WHEREAS**, Chapter 64A is the enabling chapter for the Department of Parking and Transportation needs to be amended, also, to ensure coordination with the new definition of tasks and titles.

**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 CHAPTER 56**

**Chapter 56 TRANSPORTATION AND PARKING UTILITY**

**§ 56-1. Utility created.**

**§ 56-2. Rules of operation.**

**§ 56-3. Assumption of obligations and revenues of former Parking Authority.**

**§ 56-4. Function.**

**§ 56-5. Acquisition of property.**

**§ 56-6. Costs and expenses.**

**§ 56-7. Authorization to charge and collect monies.**

**§ 56-8. Employees.**

**§ 56-9. Operation of Transportation and ~~a~~ P~~p~~arking U~~u~~tility.**

**§ 56-1. Utility created.**

From and after the effective date of the dissolution of the Authority,[1] the parking system and properties comprising said parking system obtained by the city through the dissolution of the Authority, and the services rendered through the employment of said properties to certain residents, commercial enterprises and visitors to the city, shall be known and designated as the City of Hoboken Transportation and Parking Utility.

**§ 56-2. Rules of operation.**

The City of Hoboken Transportation and Parking Utility shall be operated in accordance with statutes applicable thereto under the Local Budget Law, N.J.S.A. 40A:4-1 et seq. (40A:4-33 to 35 and 62) and the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (40A:2-45 to 48) and the regulations promulgated by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey

**§ 56-3. Assumption of obligations and revenues of the former Parking Authority.**

The City of Hoboken Transportation and Parking Utility shall assume all the obligations and receive all of the revenues arising from all contracts and service charges to provide parking services heretofore entered into or imposed by the Authority.

**§ 56-4. Function.**

It shall be the function of the City of Hoboken ~~Department of~~ Transportation and Parking Utility to construct, maintain, improve and operate the parking system in the city, which parking system shall include, but shall not be limited to, existing or to-be constructed or acquired parking lots, parking structures, parking meters, parking signage, parking signals, traffic signals, striping and signage, including street and curb markings and street signs related to parking and transportation or other functionally related real or personal property; ~~to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the City of Hoboken Department of Transportation and Parking Utility;~~ to construct, reconstruct, alter, provide, renew and maintain streets, roadways, sidewalks, and points of ingress and egress to and from City streets, roadways and sidewalks; to acquire, install, maintain and operate traffic signals, striping and signage, including street and curb markings and street signs related to transportation on City streets and roadways; to acquire equipment for the operation and maintenance of the parking system and for the construction, reconstruction, maintenance, care, custody and control of City streets, roadways, sidewalks, and points of ingress and egress to and from City streets, roadways and sidewalks; to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the City of Hoboken Transportation and Parking Utility; to raise money necessary to pay for the lands, rights or interest therein acquired for the parking system and those streets, roadways, sidewalks and points of ingress and egress within the boundaries of the City or, as necessary, beyond such boundaries as provided by applicable law;

to raise money necessary to pay for the costs and expenses necessary for the construction, reconstruction, alteration, renewal and maintenance of streets, roadways, sidewalks, and points of ingress and egress to and from City, including the costs of the installation, maintenance and operation of traffic signals, striping and signage related to transportation on City streets and roadways; to acquire equipment for the operation and maintenance of the parking system and for the construction, reconstruction, maintenance, care, custody and control of City streets, roadways, sidewalks, and points of ingress and egress to and from City streets and for improving and equipping the same; to pay or make provision for the payment of the reasonable expenses in each fiscal year of the City of Hoboken ~~Department of~~ Transportation and Parking Utility; to pay to those persons entitled thereto the interest and principal on notes and bonds of the City of Hoboken ~~Department of~~ Transportation and Parking Utility, and to deposit and accumulate reserve funds or reserves.

**§ 56-5. Acquisition of property.**

The City of Hoboken Transportation and Parking Utility may, from time to time, acquire such real property as may be authorized by the City Council by duly adopted ordinances according to the laws of the State of New Jersey.

**§ 56-6. Costs and expenses.**

All costs and expenses, direct or indirect, attributable or allocable to the operation of the City of Hoboken Transportation Parking Utility, shall be charged to it, including debt service on obligations issued or to be issued on account of capital improvements heretofore or hereafter made to the parking system or streets, roads, sidewalks and points of ingress and egress within the City as part of the City's pedestrian and vehicular transportation network.

**§ 56-7. Authority to charge and collect monies.**

The City of Hoboken Transportation and Parking Utility shall have authority to charge and collect monies for the use of the City of Hoboken Transportation and Parking Utility's facilities whether they be user charges, rental fees, or lease payments, for the operation of the City of Hoboken Transportation and Parking Utility as a Self-liquidating Enterprise as provided in N.J.S.A. 40A:2-45.

**§ 56-8. Employees.**

The city shall appoint and employ all necessary employees for the City of Hoboken Department of Transportation and Parking Utility. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the City Council.

**§ 56-9. Operation of Transportation and Pparking utility.**

The City of Hoboken Transportation and Parking Utility shall be under the administration, operation and control of the Director of the Department of Transportation and Parking as set forth in Chapter 64A of the Code of the City of Hoboken.

**SECTION TWO: AMENDMENTS TO HOBOKEN CODE CHAPTER 64A**

**Chapter 64A TRANSPORTATION AND PARKING, DEPARTMENT OF**


**§ 64A-1. Establishment.**

**§ 64A-2. Director.**

**§ 64A-3. Director's duties and authority.**

**§ 64A-4. Employees.**

**§ 64A-5. Division of Safe Streets.**

**§ 64A-6. Division of Mobility and Planning.**

**§ 64A-7. Division of Transportation and Parking Utility.**


**§ 64A-1. Establishment.**

There is hereby established in the government of the City of Hoboken a department that shall be known as the Department of Transportation and Parking.

**§ 64A-2. Director.**

There is hereby created the office of Director of the Department of Transportation and Parking. The Director shall be appointed by the Mayor with the advice and consent of the Council and shall serve during the term of the Mayor appointing him and until the appointment and qualification of his/her successor and shall be subject to removal as provided by law. Vacancies in the office of Director shall be filled in the same manner as the original appointment but for the unexpired term only. The compensation of the Director shall be established by the Council of the City of Hoboken pursuant to N.J.S.A. 40:69A-43a and N.J.S.A. 40:69-180.

**§ 64A-3. Director's duties and authority.**

A. The Director shall be head of the City of Hoboken Department of Transportation and Parking and, in addition to the functions, powers and duties that are hereby or may hereafter be conferred and imposed upon him/her by law and the ordinances of the City, shall:

(1) Exercise supervision and have general responsibility for all the operations of said Department and of the personnel employed herein.

(2) Supervise the organization of the Department and changes in the organization thereof, and, to the extent to which the organization of the Department is not prescribed by law, may organize the Department into such divisions and bureaus and make such assignment of powers and duties among them and, from time to time, change such organization or assignments as he/she may deem advisable, except that the boards, offices and other governmental agencies and positions hereby allocated and assigned to said Department shall be maintained.

(3) Formulate and adopt rules and regulations for the efficient conduct of the work and general administration of the Department and the officers and employees thereof.

(4) Make periodic reports with such recommendations as he/she deems appropriate to the Mayor concerning the affairs of the Department.

B. In addition and without limitation to the general duties set forth herein, the Director of the Department of Transportation and Parking shall have the following responsibilities:

(1) To direct and administer the operation and maintenance of the City of Hoboken Transportation and ~~existing~~ Parking Utility created under Chapter 56 of the Code of the City of Hoboken, the~~and~~ ~~existing~~ parking facilities, and the streets, roads, sidewalks and points of ingress and egress within the City as part of the City's pedestrian and vehicular transportation network, all as more particularly described in Chapter 56-4 of the Code of the City of Hoboken, by directing and supervising administrative, operational and maintenance staff, ensuring all aspects of the City of Hoboken Transportation and Parking Utility are operating effectively and efficiently to the benefit of the city.

(2) To make recommendations to the Mayor and the City Council with respect to increasing the availability of parking, ameliorating traffic, and in general making transportation safer and more efficient.

(3) To make recommendations to the Mayor and the City Council with respect to efficiency, operation, maintenance, construction, reconstruction and safety of City streets, roadways, sidewalks, points of ingress and egress, as well as signage and signalization related to the foregoing.

(4~~3~~) To create an overall transportation strategy with an integrated approach to parking, pedestrian and vehicular traffic issues.

(5~~4~~) To coordinate with the Director of Community Development to create a strategy for ensuring that parking, pedestrian and vehicular traffic issues, including street, sidewalk and roadway improvements, ~~issues~~ are fully addressed in an integrated and comprehensive manner in all development and redevelopment plans reviewed by the City.

(6~~5~~) To coordinate with the Director of Revenue and Finance in assisting organizing, developing, directing and performing the work involved in the management of the financial affairs of the Department and the Transportation and Parking Utility.

(7~~6~~) To coordinate with the Director of Revenue and Finance in supervising and performing professional functions involved in the analysis and audits of the

accounts, vouchers and other records and prepare statements concerning the financial condition of the Department and the Transportation and Parking Utility.

(8~~7~~) To coordinate with the Director of Revenue and Finance to develop, coordinate and execute financial policies, procedures and plans involving the Department and the Transportation and Parking Utility.

**§ 64A-4. Employees.**

The City shall appoint and employ all necessary employees for the Department of Transportation and Parking in accordance with applicable law. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the City Council.

**§ 64A-5. Division of Safe Streets.**

There is hereby established the Division of Safe Streets within the Department of Transportation and Parking, which shall be responsible for maintenance, improvement, reconstruction and safety of the public rights-of-way including traffic and parking control, streets, sidewalks and concomitant transportation and parking facilities maintenance, and other operations associated with the management of streets, transportation and parking systems. This Division shall be supervised by one (1) Division Head. This Division shall include the following Offices which shall be considered Subdivisions of Safe Streets and which shall be overseen by the Division's Division Head:

A. Office of Street Maintenance

There is hereby established the Office of Street Maintenance within the Division of Safe Streets, which shall be responsible for traffic and parking control and maintenance, improvement, reconstruction and safety ~~maintenance~~ of streets, roads, sidewalks and rights-of-way in the City. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council. The Division of Signs and Signals, as previously established, shall hereinafter be incorporated into the Office of Street Maintenance. This Office shall undertake all obligations and responsibilities previously held under the Division of Signs and Signals, and any reference to the Division of Signs and Signals within the Hoboken City Code shall hereinafter be amended to the Office of Street Maintenance.

B. Office of Facilities Maintenance

There is hereby established the Office of Facilities Maintenance within the Division of Safe~~ustainable~~ Streets, which shall be responsible for concomitant transportation and parking facilities maintenance, and other operations associated with the management of transportation and parking systems. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

**§ 64A-6. Division of Mobility and Planning.**

There is hereby established the Division of Mobility and Planning within the Department of Transportation and Parking, which shall be responsible for management of various streets, roads, transportation systems and programs, as well as the exploration, development and implementation of programs and initiatives that lead to improved street, sidewalk and road conditions, mobility and reduced congestion and parking demand. This Division shall be supervised by one (1) Division Head. This Division shall include the following Offices which shall be considered Subdivisions of Mobility and Planning and which shall be overseen by the Division's Division Head:

A. Office of Transport Planning

There is hereby established the Office of Transport Planning within the Division of Mobility and Planning, which shall be responsible for the exploration, development and implementation of programs and initiatives that lead to improved street, sidewalk and road conditions, mobility and reduced congestion and parking demand. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

B. Office of the Hop

There is hereby established the Office of the Hop within the Division of Mobility and Planning, which shall be responsible for management of the community shuttle bus program known as "The Hop". This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

C. Office of Taxi/Limousine/Shuttle Licensing

The Division of Taxi and Limousine, as previously established, shall hereinafter be referred to as the Office of Taxi/Limousine/Shuttle Licensing. This Office shall undertake all obligations and responsibilities previously held under the Division of Taxi and Limousine, and shall be additionally responsible for licensing and management of these systems including private shuttle buses operating on Hoboken streets. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

**§ 64A-7. Division of ~~the Hoboken~~ Transportation and Parking Utility.**

There is hereby established the Division of ~~the Hoboken~~ Transportation and Parking Utility within the Department of Transportation and Parking, which shall be subject to the restrictions found in Chapter 56 of the City Code of the City of Hoboken, and which shall be responsible for the management of the supply and demand of the City's parking resources, equipment, services and facilities. This Division shall be supervised by one (1) Division Head. This Division shall include the following Offices which shall be considered Subdivisions of the Division of~~Hoboken~~ Transportation and Parking Utility, and which shall be overseen by the Division's Division Head:

A. Office of Enforcement

There is hereby established the Office of Enforcement within the Division of ~~the Hoboken~~ Transportation and Parking Utility, which shall be responsible for enforcement of parking policies and procedures, as well as ancillary operations that have an impact on the safe and equitable use of limited parking resource. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

B. Office of Customer Service

There is hereby established the Office of Customer Service within the Division of ~~the Hoboken~~ Transportation and Parking Utility, which shall be responsible for serving as the conduit for provision of services associated with parking and other requisite city services and products, including facilitation of the approvals process for various permit applications established by the City Code as a support mechanism for other municipal departments, divisions and offices. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

C. Office of Garage Maintenance

There is hereby established the Office of Garage Maintenance within the Division of ~~the Hoboken~~ Transportation and Parking Utility, which shall be responsible for oversight and management of the operations associated with municipal parking facilities. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

D. Office of Accounting

There is hereby established the Office of Accounting within the Division of ~~the Hoboken~~ Transportation and Parking Utility, which shall be responsible for conducting accounting operations and services needed to manage the revenues, expenditures, procurement, and personnel activities of the Department of Transportation and Parking. This Office may include clerical, operational, supervisory and managerial positions as deemed necessary and appropriate within the budgetary limits established by Council.

**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: September 5, 2012**

Introduction:

| **Councilperson** | **Yea** | **Nay** | **Abstain** | **No Vote** |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |

| | | | | |
|---|---|---|---|---|
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____
Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

**City of Hoboken**
**Ordinance No.:_____**

**AN ORDINANCE ADOPTING A NEW HISTORIC PRESERVATION FEE SCHEDULE AND A NEW HISTORIC PRESERVATION APPLICATION AND CHECKLIST AS REFERENCED IN CHAPTER 42 AS APPENDIXES "A" AND "B" RESPECTIVELY**

**WHEREAS,** the new Historic Preservation Ordinance, Chapter 42 of the Code of the City of Hoboken was duly adopted by the City Council on August 15, 2012; and

**WHEREAS,** Chapter 42 references the Fee Schedule as Appendix "A" attached thereto; and

**WHEREAS,** Chapter 42 references the Application and Checklist as Appendix "B" attached thereto; and

**WHEREAS,** the Historic Preservation Commission wishes to submit for adoption by the City Council a new Fee Schedule and a new Application and Checklist which reflects the provisions of the new Historic Preservation Chapter.

Now **THEREFORE**, be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, that the Code of the City of Hoboken shall be amended as follows:

## SECTION ONE: ADOPTION

Chapter 42, entitled "Historic Preservation" is hereby amended to include the following two (2) appendixes (documents attached hereto):

**Appendix A**
**Fee Schedule**

**Appendix B**
**Application & Checklist of Attachments**

## SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

## SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand not withstanding the invalidity of any part.

## SECTION EIGHT: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

## SECTION NINE: 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 cause this Ordinance to be 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: September 5, 2012**

Approved:

_____

Quentin Wiest, Business Administrator

Approved as to Form:

_____

Mellissa Longo, Interim Corporation Counsel

| RECORD OF COUNCIL VOTE ON 1ST READING | | | | |
|---|---|---|---|---|
| **Councilperson** | **Yea** | **Nay** | **Abstain** | **No Vote** |
| Councilman Bhalla | | | | |
| Councilwoman Castellano | | | | |
| Councilwoman Giattino | | | | |
| Councilwoman Marsh | | | | |
| Councilwoman Mason | | | | |
| Councilman Mello | | | | |
| Councilman Occhipinti | | | | |
| Councilman Russo | | | | |
| President Cunningham | | | | |

| RECORD OF COUNCIL VOTE ON 2ND READING | | | | |
|---|---|---|---|---|
| **Councilperson** | **Yea** | **Nay** | **Abstain** | **No Vote** |
| Councilman Bhalla | | | | |
| Councilwoman Castellano | | | | |
| Councilwoman Giattino | | | | |
| Councilwoman Marsh | | | | |
| Councilwoman Mason | | | | |
| Councilman Mello | | | | |
| Councilman Occhipinti | | | | |
| Councilman Russo | | | | |
| President Cunningham | | | | |

**CERTIFICATION:**

I do hereby certify that the foregoing is a true and correct copy of an ordinance duly adopted by the City Council of the City of Hoboken, in the County of Hudson on this _____ day of _____, 2012.

_____
James J. Farina, City Clerk

Approved by the Mayor of the City of Hoboken on the _____ day of _____, 2012.

_____
Dawn Zimmer, Mayor

# APPENDIX

# A

# Historic Preservation Commission
# City of Hoboken

## Fee Schedule

| | |
|---|---|
| **Certificate of No Effect (CNE):** | $25 |
| **Sign / Awning Application:**<br>(when not filed concurrently with other work) | $100 |
| **Façade and/or Store-front Application:**<br>(Any façade or store-front alteration; including but not limited to painting or resurfacing, lighting, windows, doors, trim, et cetera. A sign application may be made concurrently with an application for façade alterations at no additional fee. | $150 |
| **Sidewalk repair or replacement:**<br>(when not filed concurrently with other work) | $50 for first 25 linear feet, + $25 for each additional 25 linear feet or part thereof. |
| **Construction Applications** | |
| New construction on vacant land: | $500 |
| Residential renovation of alteration with 1-4 dwelling units: | $100 |
| Residential renovation or alteration with 5 or more dwelling units: | $25 per dwelling, to a maximum of $1,000 |
| Non-Residential renovation or alterations with Principal Building | $100 per 1,000 GSF or part thereof |
| Non-Residential renovation or alteration without Principal Building<br><br>Note: Mixed-use projects will be priced based on number of dwelling units + square footage of non-residential area. | $100 per 1,000 SF of lot area |
| **Demolition Application:**<br>(when not filed concurrently with other work) | $500 |
| **Special meeting when requested by applicant:** | $250 |
| **Extension of a Certificate of Appropriateness (COA):** | $25 |

# APPENDIX

# B

# CITY OF HOBOKEN
## HISTORIC PRESERVATION COMMISSION

94 Washington Street, Hoboken, New Jersey 07030

### APPLICATION for CERTIFICATE OF APPROPRIATENESS

For office use only:
Date/Time Received: _____ Application No.: _____

Property Data (required):

Property Address: _____

Block: _____ Lot(s): _____ Zone District: _____

Description: _____

Applicant Information (required):

Name: _____

Address: _____

_____

Phone: _____

E-mail: _____

*I am the applicant proposing the work referenced herein. I do hereby certify that the information herein is correct and complete to the best of my knowledge.*

Applicant Signature: _____

Date: _____

Property Owner Information (required):

Name: _____

Address: _____

_____

Phone: _____

E-mail: _____

*I am the owner of the property for which this application is being made. I do hereby certify that the information herein is correct and complete to the best of my knowledge.*

Owner Signature: _____

Date: _____

Relationship of applicant to property:

☐ Owner ☐ Tenant ☐ Contractor/Builder ☐ Architect ☐ Other: _____

☐ *As the Applicant, I understand that the Historic Preservation Commission or the Administrative Officer for the Commission may require additional information for my application to be considered "complete" AND that an applicant, owner or a representative must appear before the Commission at a public hearing, or my application will not be heard.*

Work Proposed (check all that apply):

Exterior:

- ☐ Cleaning
- ☐ Repointing
- ☐ Facade Repair
- ☐ Repair / Replace Architectural Elements
- ☐ Painting
- ☐ Window Repair / Replacement
- ☐ Door Repair / Replacement
- ☐ Signage
- ☐ Repair / Replace Sidewalk
- ☐ Repair / Replace Fence or Railings
- ☐ Repair / Replace Lighting
- ☐ Rooftop Appurtenance
- ☐ Fire Escape / Deck
- ☐ Alter Front or Side Yard / Areaway / Stoop

Construction:

- ☐ New Construction or Addition
- ☐ Repair / Restoration
- ☐ Demolition

PROJECT SCOPE AND DESCRIPTION (required):

Write a detailed description of all proposed work (attach additional sheets if needed).

# CHECKLIST OF ATTACHMENTS

The Historic Preservation Commission office has examples of all types of applications available for review by prospective applicants. Before submission of an application, the applicant is encouraged review these examples and discuss any questions regarding submission requirements with the Commission Secretary

## REQUIRED FOR ALL APPLICATIONS:

- ☐ 3 COPIES OF APPLICATION (pages 1 and 2; all required sections completed);
- ☐ 1 ORIGINAL + 2 COPIES of a current survey (not required for sign, awning or lighting applications);
- ☐ 13 COPY SETS of all attachments; architectural drawings, schematics, samples, color swatches, et cetera;
- ☐ PHOTOGRAPHS showing existing condition of the entire building facade and close-up photos of area of work;
- ☐ 1 ELECTRONIC COPY of all attachments, either by E-mail or on CD; and
- ☐ APPLICATION FEE; check payable to the City of Hoboken (fee schedule available in the HPC office and on the city web site)

The following checklists represent typical attachments required for each application type IN ADDITION TO those noted above. If a waiver is requested for any required attachment, please supply detailed reasons for the request. Attach additional sheets if necessary.

## SIGNAGE & AWNING APPLICATIONS (in addition to items required for all applications as noted above):

- ☐ Photo montage with sign and/or awning drawn or photo-manipulated in the exact location proposed;
- ☐ Proposed sign materials noted (i.e. wood, acrylic, PVC) or awning fabric sample;
- ☐ Measured drawings showing *height and width* dimensions of the storefront or first floor facade;
- ☐ Measured drawings showing *height and width* dimensions of proposed sign or awning;
- ☐ Section drawing showing *side view and projection* of proposed sign or awning from the building facade;
- ☐ Measured drawings showing the *height and width* dimensions of all copy and/or printed area (required for awnings); and
- ☐ Method of installation of sign or awning onto the facade. Note facade material.

## LIGHTING APPLICATIONS (in addition to items required for all applications as noted above):

- ☐ Detail photographs of area of attachment;
- ☐ Manufacturer's information / cut sheets of fixture to be used and maximum luminous area in footcandles;
- ☐ Photo montage of proposed lighting noting where it will attach to the building; and
- ☐ Drawing indicating power supply, routing and installation.

## FACADE OR STOREFRONT ALTERATIONS / RESTORATION APPLICATIONS (in addition to above items):

- ☐ Architectural drawings of a scale not less than 1/4 inch showing existing condition and proposed alterations;
- ☐ Elevation drawings of the full building facade and detail drawings of the proposed area of work;
- ☐ Detailed materials list noted on the drawings with call-outs marking location of use for each;
- ☐ Color and/or finish specification for all materials exposed to public view;
- ☐ Photo montage of the existing building facade with proposed alterations superimposed;
- ☐ Photograph of the street scape showing adjacent buildings along the same block frontage; and
- ☐ Historic photographs of the building, when available

## WINDOW OR DOOR RESTORATION / REPLACEMENT APPLICATIONS (in addition to above required items):

- ☐ Photograph of each existing window or door to be altered;
- ☐ Note if the replacement proposed is of the entire window frame or sash only;
- ☐ Elevation showing full facade, as-built with existing windows;
- ☐ Elevation showing proposed windows and doors;
- ☐ Cross-section of existing window, as-built, showing head, jamb and sill;
- ☐ Cross-section of proposed window showing head, jamb and sill (manufacturer's cut sheets are satisfactory);
- ☐ Conditions statement describing the type and extent of deterioration justifying the window removal; and
- ☐ Historical photos of the building showing original windows (if existing windows to be replaced are not original)

## NEW CONSTRUCTION, ADDITION OR DEMOLITION APPLICATIONS:

- ☐ A current survey of existing conditions;
- ☐ Architectural drawings and site plans showing existing condition and proposed demolition and/or construction;
- ☐ Photograph(s) of the street scape showing adjacent buildings along the same block frontage;
- ☐ Elevation drawings of the full building facade and detail drawings where applicable;
- ☐ Detailed materials list noted on the drawings with call outs marking location of use for each;
- ☐ A windows detail list and full set of specifications;
- ☐ Color and/or finish specification for all materials exposed to public view; and
- ☐ Conditions statement (for demolition only) describing the type and extent of deterioration justifying the demolition

## WAIVERS REQUESTED (provide detailed reason for request, add additional sheets if necessary):

Sponsor: _____

Second: _____

**CITY OF HOBOKEN**
**ORDINANCE No. _____**

**AN ORDINANCE ESTABLISHING A NEW CHAPTER 169 "TREES & TREE MAINTENANCE" AND AMENDING RELATED SECTION OF THE MUNICIPAL CODE**

**WHEREAS, t**rees are an integral part of the urban landscape that provide shade and comfort to pedestrians and residents, reduce air temperatures, reduce air pollutants improving overall air quality, and reduce the amount of stormwater runoff; and

**WHEREAS,** studies by the U.S. Forest Service found that tree-lined streets contribute to reduce the speeds at which automobiles travel along city streets, create safer walking environments, and contribute to a 20% higher income stream for local businesses; and

**WHEREAS,** the Mayor and City Council find that it is in the public interest that an ordinance establishing conditions, standards and procedures for the removal and replacement of trees.

**NOW, THEREFORE,** be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

**SECTION ONE: ADDITION**

The following Chapter is hereby added to the Municipal Code of the City of Hoboken, NJ:

**CHAPTER 169**
**TREES & TREE MAINTENANCE**

**§ 169-1 PURPOSE.**

A. It is the intent of this chapter, pursuant to N.J.S.A. 40:48-2, to promote the health, safety and general welfare of the people of the City of Hoboken by providing for the protection, regulation, planting and cutting of trees in such a way as to protect and preserve the City's ~~environment~~ biomass and the tree canopy which produces oxygen, provides habitat, and removes air pollutants ~~by conserving to the maximum extent possible the tree life in the City~~.

B. The Mayor and the City Council find that the indiscriminate, uncontrolled destruction, removal, and cutting of trees upon City streets and public rights-of-way has caused an increase in stormwater runoff from private property onto City streets contributing to street flooding, affecting the general health, safety, welfare, and well being of the residents of the City as well as the integrity of the natural environment and processes upon which the residents of the City depend.

C. The Mayor and the City Council also find that the indiscriminate, uncontrolled destruction, removal, and cutting of trees upon lots and tracts of land within the City has caused increased

drainage control costs, increased soil erosion, increased buildup of atmospheric carbon and increased dust, tending to decrease the quality of life and to diminish property values in the City.

D. Trees provide shade and comfort to pedestrians and residents, reduce air temperatures and the urban "heat island" effect, reduce air pollutants and improve overall air quality, and reduce the amount of stormwater runoff. Tree-lined streets are proven to reduce the speeds at which automobiles travel on City streets, improving pedestrian safety. Trees also contribute to the fabric of a neighborhood; create a sense of place, increase economic activity; and connect human beings and nature. Therefore, the Mayor and the City Council find that it is in the public interest that an ordinance establishing conditions, standards and procedures for the removal and replacement of trees, and for the preservation of mature vegetation be enacted by the City.

**§ 169-2 FINDINGS.**

A. With an ever growing population in the City, it is absolutely essential to our citizens to remove pollution from our air. It takes approximately twenty (20) mature trees to clean the air of gases produced from vehicular traffic consuming five (5) gallons of gasoline. Healthy trees greatly assist in the battle against air pollution since moist tree foliage traps dust and soot particles until the rain washes them away. Trees also capture carbon dioxide, a by-product of the combustion of organic fuel materials.

B. Properly planted and nurtured trees are also needed to create sound barriers to help in the reduction of the noise level created by vehicular traffic, train traffic and ultimately the noise which is created by the general density of human beings within the City.

**§ 169-3 DEFINITIONS.**

As used in this chapter:

*ADMINISTRATIVE OFFICER* means the Director ~~or other Administrative Officer~~ having charge of the Department of Environmental Services or his/her designee.

*DIAMETER AT BREAST HEIGHT (D.B.H.)* means diameter of tree measured at breast height, approximately four and one-half (4.5) feet from the ground.

*DRIP LINE* means a limiting line established by a series of perpendicular drop points marking the maximum radius of the crown of an existing tree but not less than eight (8) feet from the trunk, whichever is greater.

*PERSON* means any individual, firm, co-partnership, association, corporation, limited liability company, limited liability partnership or developer, other than the City.

*PROFESSIONAL FORESTER* means one who has a minimum of a Bachelor's of Science degree in forestry from a four-year college accredited by the Society of American Foresters <u>or who is accepted by and listed with the NJDEP as a professional forester pursuant to N.J.A.C. 7:3-2</u>.

*RECOMMENDED TREE SPECIES* means the species of trees acceptable for use in planting in the City. A list of recommended trees species shall be maintained by the Shade Tree Commission and shall be reviewed and approved periodically by the Commission. Species not shown on the list of comparable attributes may be approved for use as equivalent substitutes. Native and urban tolerant tree species are preferred over other tree species for equivalent substitutes.

*RECOMMENDED TREE SPECIES LIST* means a list of recommended trees species maintained by the Shade Tree Commission, and reviewed and approved annually by the Commission, and made available on the City's web site.

*REPLACEMENT TREE* means a nursery grown certified tree, properly balled and burlapped and marked with a durable label indicating genus, species and variety, having a minimum caliper of two and one-half (2 1/2) inches measured at D.B.H. A replacement tree shall be selected from the recommended tree species list.

*SPECIMEN TREE* means any tree with a D.B.H. of sixteen (16) inches or greater.

*SHADE TREE COMMISSION* means the Hoboken Shade Tree Commission (HSTC) as established by the governing body in accordance with N.J.S.A. 40:64-1.

*TREE* means any deciduous or coniferous species which reaches a typical mature height of ten (10) feet or more. An individual tree for the purpose of this chapter has a D.B.H. of four (4) inches or greater. A specimen with multiple trunks will be considered an individual tree with a D.B.H. of one-half (1/2) of the sum of the diameters of the trunks.

*TREE REMOVAL PERMIT* means a permit to remove trees issued by the administrative officer after review and approval of application for removal and replacement of trees by those parties with jurisdiction.

*TREE REPLACEMENT PLAN* means a plan for replacement of removed trees in accordance with the provisions of this chapter.

*WOODED AREA* means any natural cluster or clusters of trees and vegetative undergrowth. Street trees, parking lot landscaping trees, and landscaping surrounding a building or structure that were planted in connection with prior development shall not constitute a wooded area.

## § 169-4 PROTECTION OF TREES.

### § 169-4.1 Damage from Electrical Wires.

Any person, firm or corporation having control over any wire for transmission of electrical current or other essential utility along a public street or right-of-way, or upon any City or private property shall at all times guard all trees through which or near which such wires pass against any injury from wires or from electrical current carried by them. The device or means used shall in every case be subject to the approval of the Shade Tree Commission.

### § 169-4.2 Contact of Trees with Injurious Substances

No person, firm or corporation shall permit any brine, gas or injurious substance to come into contact with the stem or roots of any tree or shrub upon a public street or right-of-way, or upon any City property.

### § 169-4.3 Interference with Lawful Work Prohibited.

No person, firm or corporation shall prevent, delay or interfere with any lawful work undertaken hereunder by the Hoboken Department of Environmental Services or other employees of the City.

### § 169-4.4 Hitching of Animals; Injury by Animals.

No person, firm or corporation shall hitch or fasten an animal to any tree or shrubs on a public right-of-way or to any guard or support provided for same, nor permit an animal to bite or to otherwise injure any such tree or shrub.

### § 169-4.5 Locks.

No person, firm or corporation shall attach a lock, including bicycle locks to any tree or shrub on a public right of way.

### § 169-4.6 Garbage.

No person, firm or corporation shall place garbage or trash within one foot of a tree pit .

### § 169-4.7 Tree Preservation During Construction.

A. No soil shall be deposited or removed within the drip line or within eight (8) feet, whichever is greater, of any existing tree trunk. No machinery or materials shall be sorted, deposited, cleaned or operated within the drip line or within eight (8) feet, whichever is greater of any existing trunk.

B. Drip lines of specimen trees and isolated groupings of trees which are to remain on site shall be clearly protected by snow fencing.

C. The grade of the land located along the drip line shall not be raised or lowered more than six (6) inches unless compensated for by welling or retaining methods and in no event shall the welling or retaining wall methods be less than eight (8) feet from the trunk of the tree.

D. All debris created during tree removal and replacement shall be removed from the site for disposal before any certificate of occupancy shall be issued.

E. Where clearing and construction on the site results in accidental removal or severe damage of any tree delineated in the replacement plan as remaining on the site, each removed or damaged tree shall be replaced on a one for one basis by a tree of the same caliper as the one damaged or of as large a caliper as can be accommodated by the planting site and approved by the Shade Tree Commission.

## § 169-5 MAINTENANCE AND REMOVAL OF TREES.

### § 169-5.1 Administrative Officer and Shade Tree Commission Authorized to Maintain or Remove Certain Trees.

The Administrative Officer and the Shade Tree Commission shall have the power to:

A. Require the removal of any tree or part thereof dangerous to public safety at the expense of the owner of such tree;

B. Remove any tree or part thereof dangerous to public safety at the request and expense of the owner of such tree;

C. The Administrative Officer shall have the power to contract with the owner of any real estate in the municipality to supply him or her with material and labor for the purpose of removing trees in accordance with this section, and to charge the actual cost thereof to such owner. If after such

material or labor is supplied, and payment is not made on demand, the Officer may certify the actual cost thereof to the Collector of Taxes, whereupon the sum so certified shall be collected by the Collector as other taxes on real property are collected in the City.

**§ 169-5.2 Permission Required for Certain Acts.**

A. No person shall do or cause to be done upon trees, in any right-of-way, public street, road or highway within the City without first obtaining written permission from the Administrative Officer any of the following acts:

1) Cut, trim, break, climb with spikes, disturb the roots or otherwise intentionally injure, misuse or spray with harmful chemicals or remove any living tree or remove any device installed to support or protect such trees;

2) Plant any tree;

3) Fasten any rope, wire, electrical equipment, sign or other device to a tree or any guard about such a tree or shrub;

4) Close or obstruct any open space provided at the base of a tree which open space is necessary to permit the access of air, water or fertilizer to the roots of such tree;

5) Pile, heap or store any building material, soil, debris or any other matter or make any mortar or cement within a distance of six (6) feet of a tree.

B. No person shall cut, trim or remove portions of a tree originating on the property of another person, firm or corporation without that person, firm or corporation's express approval, or without approval from the Shade Tree Commission.

C. During the period of construction or repair of any building or structure or in the construction or repair of a street, road, and highway not yet dedicated to the City, the owner thereof or the contractor shall take every precaution to place guards around all nearby trees on City land or within public rights-of-way so as to effectively prevent injury to such trees. The owner and/or contractor shall each be responsible for the placement of such guards or guardrails and failure to make adequate provision for the protection of the trees shall subject the owner and builder to a penalty as hereinafter provided.

**§ 169-5.3 Trees on Public Roadways.**

Where any person, business entity, association, trust, organization, or utility desires to control the growth of trees on a public street or right-of-way by removing them or pruning the trees, then the person, business entity, association, trust, organization or utility, or agent thereof, shall apply for approval to the Administrative Officer and shall outline the work to be performed. If the applicant fails to comply with the order of the Administrative Officer, the applicant shall be subject to the penalties as hereinafter provided.

**§ 169-5.4 Destruction of Trees.**

No person shall cut, remove or destroy, or cause to destroy, any tree growing on streets, in public places, parks and parkways within the City of Hoboken without having first obtained a permit as provided in this chapter.

## § 169-6 EXEMPTIONS FROM TREE REPLACEMENT.

The following activities are exempt from the tree replacement element of this chapter:

A. Cutting, pruning and removal of trees in utility rights-of-way and easements by utility companies and agencies having jurisdictions over the respective utility;

B. Removal of trees which are diseased or trees which have suffered severe damage. Any tree whose angle of growth makes it a hazard to structure or human life;

C. Any trees removed pursuant to either a New Jersey Department of Environmental Protection ("NJDEP") or Environmental Protection Agency ("EPA") approved environmental clean-up or an NJDEP approved woodlands management plan.

D. Where no trees are being removed, no application need be submitted. A signed and sealed letter from applicant's engineer certifying that no trees are being removed shall suffice.

## § 169-7 TREE REMOVAL PERMIT.

### § 169-7.1 Procedure for Obtaining a Tree Removal Permit When Approval from Zoning or Planning Board Is Not Required.

A. For the removal of trees (i) not in conjunction with an application for development of property involving minor or major subdivision or site plan, or (ii) where the approval of the Planning Board or Zoning Board of Adjustment is not required, application shall be made to the Administrative Officer, on a form approved by the Shade Tree Commission, and available in the office of the Administrative Officer, the office of the City Clerk, and on the City web site.

B. The Administrative Officer shall review the submitted information and determine what effect the proposed tree removal will have on the subject property. The Administrative Officer shall certify that the information contained in the application is accurate. If the proposed removal does not violate the below listed criteria, a tree removal permit, in a form to be established, shall be issued by the Administrative Officer. If the proposed tree removal does violate one of the below listed criteria, the matter shall be referred to the Shade Tree Commission which had or would have jurisdiction in accordance with subsection § 169-7.2

C. A tree removal permit issued by the Administrative Officer under this subsection shall be valid for one (1) year from the date of issuance. It shall be displayed or available for inspection at the site where tree removal and replacements are to take place. Any person may examine an application for tree removal permit on file with the Administrative Officer upon request made in writing or in person to that officer.

D. Tree Removal Criteria.

1) The tree removed is not located within a buffer area as required by the zoning ordinance for the zoning district in which the property in question is located;

2) The tree to be removed is not located within a tree save area or buffer area as delineated and/or specified on a previously approved site plan or subdivision plan for the property in question;

3) The tree to be removed was not required to be planted by a previously approved application and/or landscape plan to provide screening or buffering for a building or structure located on the property in question or on an adjacent parcel of land.

**§ 169-7.2 Procedure for Obtaining Tree Removal Permit When Approval from Zoning or Planning Board Is Required.**

A. For the removal of trees in conjunction with an application for development of property as either a minor or major subdivision or site plan, or in any other form of development where the approval of the Planning Board or Zoning Board of Adjustment will be required, the applicant shall submit to the Board simultaneously with the application for approval of such development in a form and manner which complies with the City's Land Use Regulations;

1) A plot plan consisting of a map having a scale not greater than one (1) inch equals fifty (50) feet showing clearly marked boundaries of the site, the location of all trees within the boundaries of the site and any trees outside of the site but within twenty feet (20') of the boundaries of the site, and all trees to be removed. The map shall be prepared by a professional architect, landscape architect, planner, engineer or surveyor licensed in the State of New Jersey and authorized ~~pursuant to law~~ to submit such plans. The map or site plan shall also show:

a) Locations of slopes greater than ten (10%) percent where any tree removal is proposed;

b) Total area of the tract in square feet;

c) Locations on the tract where tree removal is to take place;

d) A list identifying the species and common name of each tree, the number of trees of each species and the size in D.B.H. of trees in the plot;

e) A list identifying the species and common name of each tree, the number of trees of each species and the D.B.H. of each tree which is to be removed;

f) A specific replacement plan for the replanting of removed trees in accordance with Section § 169-8;

g) When a subdivision is to be created by the application, individual plot plans shall be prepared showing the location of trees to be removed and replaced.

B. The Planning Board or the Zoning Board of Adjustment shall forward the proposed tree removal and replacement plans to the Shade Tree Commission. The Commission shall certify that the plan is accurate and so advise the Planning Board or Zoning Board of Adjustment. The Shade Tree Commission shall further provide detailed comments and recommendations to the Planning or Zoning Board for incorporation into conditions of approval.

C. A copy of the ~~signed~~ Resolution of Approval and a copy of the ~~fully executed site plan~~ approved Tree Plan incorporating all conditions, and signed by the approving Board chair ~~of approval~~ shall be submitted to the Administrative Officer before a tree removal and/or planting permit shall be issued.

D. The tree removal and/or planting permit issued by the Administrative Officer shall be valid so long as the approved application is valid. The removal or damage to trees not approved for removal shall be considered a violation of this chapter.

E. Any substantial change in a tree removal and replacement plan shall necessitate the submission of a revised plan to the Shade Tree Commission for review.

F. The tree removal permit issued by the Administrative Officer shall be displayed or be available for inspection at the site where tree removal and replacement is to take place. Failure to display or make available the tree removal permit at the site of removal shall be a violation of this chapter. Any person may examine the application for tree removal permit on file with the Administrative Officer upon request made in writing or in person to that office. Copies of the application submission shall be made available at the usual charge.

G. ~~Prior to the issuance of a building permit by the Construction Official, the developer shall designate on all relevant lots, the trees to be retained which designation shall be based upon the tree removal permit.~~Prior to obtaining a demolition or building permit, the developer shall clearly mark for identification all trees to be retained, and shall provide protective barriers for those trees, as may be necessary.

H. Prior to the issuance of the certificate of occupancy, the Construction Official shall receive a release from the Administrative Officer ~~or his or her designee~~ confirming that all trees to be retained~~ and all trees to be~~,planted or replaced on site ~~under the tree removal permit~~ are in fact in existence, or that appropriate funds have been deposited as a bond or in escrow with the Shade Tree Commission to address planting at a later date when weather conditions permit. ~~and that all debris (slash) generated as a result of these activities has been removed.~~

## § 169-8 REPLACEMENT REQUIREMENTS AND FORMULAS.

For all replacement requirements, the following formulas shall apply:

A. For trees with a D.B.H. equal to or greater than four (4) inches and less than twelve (12) inches, replacement shall be one for one.

B. For trees with a D.B.H. equal to or greater than twelve (12) inches, the removed tree shall be replaced:

| **Existing Tree to be Removed** | **Number of Replacement Trees (min. size 2.5” caliper)** |
|---|---|
| Less than 14” | 3 |
| More than 14” but less than 17” | 4 |
| More than 17” but less than 20” | 5 |
| More than 20” but less than 23” | 6 |
| More than 23” but less than 26” | 7 |
| More than 26” but less than 29” | 8 |
| More than 29” but less than 32” | 9 |
| More than 32” but less than 35” | 10 |
| More than 35” but less than 38” | 11 |
| More than 38” but less than 40” | 12 |
| 40” or greater | 13 |

C. The species or type of replacement tree(s) and the mix of replacement tree types (deciduous, coniferous) shall be determined by the Shade Tree Commission and selected from the recommended tree species list.

D. On parcels to be developed where less than ten (10%) percent of the site is permeable, in addition to any trees that must be replaced or provided under this chapter, there shall be required the addition of one (1) tree for every five hundred (500) square feet of new or reconstructed impervious coverage. Vegetation incorporated in a landscaping plan or trees required for rights-of-way may not be credited toward this requirement.

E. The applicant may provide replacement trees of a caliper size larger than two and a half (2.5) inches and receive tree replacement credit on a tree replacement plan as set forth below:

| **Size of Tree Value** | **Replacement Value** |
|---|---|
| Minimum 2.5" caliper | 1.00 |
| Minimum 3.0" caliper | 1.25 |
| Minimum 3.5" caliper | 2.00 |
| Minimum 4.0" caliper | 3.00 |

For example, if twelve (12) 2.5" replacement trees are required, the applicant may provide any one of the following combinations of trees:

| | |
|---|---|
| Twelve (12) trees of minimum 2.5" caliper: | [12 trees x 1.00 (replacement value) = 12 trees] |
| Ten (10) trees of minimum 3.0" caliper: | [10 trees x 1.25 (replacement value) = 12.5 trees] |
| Six (6) trees of minimum 3.5" caliper: | [6 trees x 2.0 (replacement value) = 12 trees] |
| Four (4) trees of minimum 4.0" caliper: | [4 trees x 3.00 (replacement value) = 12 trees] |

Further, where approved by the Shade Tree Commission, the applicant may provide coniferous evergreen replacement trees of a height between six (6) feet to ten (10) feet and/or dark arborvitae replacement shrubs of a height between eight (8) feet to twelve (12) feet and receive a one (1) for one (1) tree replacement credit on a tree replacement plan.

## § 169-9 ON-SITE REPLACEMENT WAIVERS.

A. All required replacement trees shall be planted on the site from which trees were removed. A waiver from any portion or all of the required-on-site replacement shall be granted by the Shade Tree Commission, if the applicant has adequately demonstrated to the Commission that practical physical difficulties associated with the subject property that were not caused by the applicant and/or undue hardship related to the unique conditions of the site from which trees are to be removed preclude strict compliance with this chapter. The comments and recommendations of the Planning Board’s professional planner and/or engineer may be solicited in determining whether the requested waiver is appropriate.

B. In lieu of replanting trees on the removal site, the applicant shall have the option of planting replacement trees of type(s) selected by the Shade Tree Commission from the recommended tree species list at an off-site location chosen by the Commission having jurisdiction in consultation with the Department of Environmental Services. Such off-site locations shall be public property and rights-of-way, including, but not limited to public parks, public schools and public buildings.

C. For those excess trees that cannot be planted on the site, the applicant may make a contribution to be deposited in the City's tree fund escrow as established by this chapter. The contribution, in lieu of planting of trees, shall be one-thousand, five hundred ($1,500.00) dollars per tree. Applicants shall demonstrate their ability to plant as many trees on the site as reasonably practicable as determined by the Planning Board's professional planner and/or engineer. After a showing that the applicant can place no additional plantings on the site, the remainder shall be available for contribution in lieu of such plantings, subject to the recommendation of the review board's professional planner and/or engineer.

**§ 169-10 BONDING FOR REPLACEMENT TREES.**

The applicant shall post a bond covering fifteen (15%) percent of the cost of the tree replacement plan, including all labor costs, prior to the final engineering approval for the release of the performance guarantees, if any. The bond shall be held for two (2) growing seasons after the cessation of construction or land disturbance on the site. Funds shall be used to replace trees which die or are damaged during this two (2)-year ~~growing season~~ period in the event that the applicant fails in his, her or its duty to replace trees. If the City replaces trees under this provision, all administrative fees to cover the City's costs including the cost of replacement trees, labor, and materials shall be deducted from any amount of funds to be returned to the applicant. Any unused funds shall be returned to the applicant at the end of the two (2) year period.

**§ 169-11 TREE FUND.**

A. There shall be established by this chapter a Municipal Tree Fund for the purposes set forth in this chapter.

B. All funds collected as contribution in lieu of replanting trees shall be payable to the "Hoboken Tree Fund" and deposited into an escrow account clearly designated as the "Hoboken Tree Fund." Funds so deposited shall be used solely for the following purposes:

1) The planting of trees or other landscaping in public parks, property surrounding public buildings and rights-of-way.

2) Park improvements, including landscape improvements, retaining walls, landscape irrigation systems, park benches, bollards, landscape lighting, site lighting (excluding sport event lighting) pathways and playground equipment; provided, however, that at no time shall more than thirty (30%) percent of the outstanding account balance on an annual basis be utilized for such park improvements; and

C. The Hoboken Tree Fund shall be administered by the Director of Finance. The Director of Finance shall report (listing by date for the report period) to the City Council, the Planning Board, and the Shade Tree Commission, on a quarterly basis, the amount in the Fund as of the end of each quarter, the amount deposited by each development application or other

contribution, and all amounts dedicated from the Fund for use for the purposes described in Section §169-11B for that period. Such reports for any period shall be filed with the City Clerk and made available as a public record to residents who request them in writing pursuant to the Open Public Records Act.

D. Any and all appropriations from the Hoboken Tree Fund shall be made by the Shade Tree Commission with the advice and consent of the City Council, upon recommendation and report from the Shade Tree Commission as to the inventory of locations needing remediation based upon the removal of trees at those locations nearest the site which had generated the funds.

## § 169-12 TREE PLANTING STANDARDS.

The following standards shall apply to any person, firm or corporation wishing to plant a tree upon any City sidewalk or along any public right-of-way. All planting is subject to approval and permitting by the Administrative Officer.

### § 169-12.1 Street Trees

A. Only trees which are identified on the Shade Tree Commission's *Recommended Tree Species List* shall be selected.

B. The minimum caliper of trees shall be 2.5 to 3.5 inches.

C. Use trees of similar form, height and character along a street to promote uniformity. Trees should be planted in groupings of similar varieties, although monoculture plantings are discouraged.

D. The mature height and spread shall be considered to ensure that it will not interfere with existing or proposed structures and overhead utilities.

E. Trees shall not cause interference with streets, sidewalks, driveways, and other paved surfaces, or affect water and sewer lines or underground drainage systems or sight triangles.

### § 169-12.2 Spacing and Location.

A. Recommended spacing is 25 feet on center. Actual spacing may vary due to local conditions. Consideration will be made for species, utility lines, streetlights, fire hydrants, underground vaults, bus stops, and other existing street furniture.

B. Spacing of existing trees may determine the spacing standards for new street trees on the same block frontage.

C. Street trees shall be spaced evenly along the street; however, if a specific effect is desired the trees may be massed at critical points or shall be a combination of both. If columnar trees are to be planted, the spacing may be closer. All tree spacing shall be subject to review and approval by the Shade Tree Commission.

D. Where on-street parking is provided, trees, and tree accessories should be located as not to conflict with opening car doors or pedestrian access wherever practicable.

**§ 169-12.3 Planting.**

A. Trees shall be planted in accordance with the *New Street Tree Installation Specifications* established by the Shade Tree Commission. Those guidelines shall be available from the office of the Administrative Officer and on the City web site.

B. Tree pits should be as large as possible to allow for ample growing space for tree roots and crown. An ideal tree pit is four (4) feet by four (4) feet or greater, however, the overall width of a sidewalk can limit the size of the tree pit. The minimum width should not be less than two (2) feet and the length not less than four (4) feet.

C. Planting strips should be considered wherever possible and are subject to approval by the Shade Tree Commission.

**§ 169-12.4 Finishing.**

A. Tree pit guards shall be installed wherever possible. Guards shall be selected from the list Shade Tree Commission approved designs, and shall be installed in accordance with established standards.

B. Tree pit guard shall not restrict the growth of the tree; raise the level of the soil around the tree; or pose a trip hazard to pedestrians.

C. Tree pit guard shall not impede the flow of rainwater into the tree pit.

D. Elevated curbing of any type around tree pits is not permitted. Such curbing is a tripping hazard and diverts the flow of stormwater from the pit.

E. Where a tree pit guard is not installed, an ADA compliant tree grate is recommended in areas with considerable commercial and pedestrian activity such as Washington Street and areas surrounding mass transportation hubs. Acceptable grates shall have a life-span of 5-10 years and shall allow for radial expansion as the tree grows. The style and type of tree grate to be used shall be specified or approved by the Shade Tree Commission.

**§ 169-13 FEES.**

A. There shall be an application review and permit fee of twenty-five dollars ($25) for maintenance of existing tree, or for removal of a tree subject to section § 169-7.1. No application fee shall be collected for a permit for planting of new trees.

B. Where the applicant is seeking a tree removal permit and replacement plan approval under subsection § 169-7.2, the application fee shall be two-hundred fifty ($250.00) dollars in addition to all other fees required by the jurisdictional land use board.

**§ 169-14 VIOLATIONS; PENALTIES.**

A. Each tree cut, damaged or destroyed in violation of this chapter shall be deemed to be a separate and distinct violation. Any person convicted of violating any of the provisions of this chapter shall be liable to a penalty of not less than two-hundred fifty ($250.00) nor more than two thousand ($2,000) per violation.

B. In addition, the City may institute and maintain a civil suit in chancery for injunctive relief to enforce the provisions of this chapter. The City may also require the replacement of illegally removed trees with trees of similar species or appropriate contribution for same as set forth in other sections of this chapter.

C. The Administrative Officer or any Code Enforcement Officer of the City, upon the direction of the Shade Tree Commission, may revoke a tree removal permit where there has been a false or misleading application or there is noncompliance with the approved tree removal and replacement plan.

**SECTION TWO: AMENDMENT**

The following Section of the Municipal Code of the City of Hoboken, NJ is hereby amended. Additions shall be noted in underline; ~~deletions as strikethrough~~.

**Chapter 34 (Subdivision of Land), Section §34-12. (Improvements):**

A.

(4) Shade trees: to be located on the street line so as not to interfere with utilities or ~~sidewalks~~ pedestrian egress, and shall be of ~~the~~ a type ~~approved by the governing body or by the Planning Board~~ approved by the Hoboken Shade Tree Commission, and planted subject to the Commissions approved *New Street Tree Installation Specifications*.

**Chapter 168 (Streets and Sidewalks):**

**§168-14. Care of trees on sidewalks.**

The care and maintenance of trees now located, or which may hereafter be planted along any street, road, highway, or public right-of-way, is the responsibility of the owner of real property immediately adjacent to said street, road, highway, or public right-of-way, and is subject to the guidelines and regulations established by the Hoboken Shade Tree Commission as set forth in Chapter 169 of this municipal code.

~~A. Prohibited acts. No person shall do any of the following acts upon any street within the city without the written permission of the Director of the Department of Environmental Services:~~

~~(1) Cut, trim, break, climb with spikes, disturb the roots of, spray with any chemical, remove or otherwise injure any living tree or shrub or injure, misuse or remove any structure or device placed to support or protect such tree or shrub.~~

~~(2) Plant any tree or shrub.~~

~~(3) Fasten any rope, wire, electric attachment, sign or other device to a tree or shrub or to any guard about such tree or shrub.~~

~~(4) Close or obstruct any open space provided about the base of a tree or shrub to permit the access of air, water or fertilizer to the roots of such tree or shrub.~~

~~(5) Place any building material within six feet of a tree or shrub.~~

~~B. Electric wires. Any person having control of any wires for the transmission of an electric current along a street shall, at all times, guard the trees through which or near which such wires pass~~

~~against any injury from the wires or from the electric current carried by it. The device or means used shall be subject to approval by the Department of Environmental Services.~~

~~C. Interference. No person shall prevent, delay or interfere with any lawful work undertaken by the Department of Environmental Services or it authorized agents.~~

**§168-15. Planting of trees along streets.**

Any person desiring to plant trees or shrubs along any street, road, highway, or public right-of-way in the city shall comply with the ~~following rules~~ guidelines and regulations~~:~~ established by the Hoboken Shade Tree Commission as set forth in Chapter 169 of this municipal code.

~~A. All trees coming from the nursery shall have straight stems of 2 ½ to three inches in caliper or more, with single leaders, and shall be Plantanus Orientalis or Acer Plantanoids (Norway maple) with well furnished heads, branching a minimum of seven feet from ground and shall be subject to approval by the Director of the Environmental Services or his designated agent.~~

~~B. Holes for the reception of the tree shall be opened five feet long, three feet wide and three feet deep. All debris coming from the holes shall be discarded and the holes filled with compost consisting of topsoil mixed with cow manure.~~

~~C. Each tree shall be supported by two eight-foot long cedar poles measuring two to three inches in thickness with the bark left on. The tree shall be fastened to stakes with heavy galvanized wire, and where wire passes around, the stem shall be protected by 1/2 in rubber garden hose.~~

~~D. After soil is filled in around the roots, the tree shall be watered thoroughly to wash in soil.~~

~~E. When holes are excavated through concrete or flagging in areas used by pedestrians, Belgian blocks shall be laid in sand joints, covering the top of the hole flush with the concrete or other material or sidewalk.~~

**Chapter 196 (Zoning), Section §196-49. (Standards to be enforced.)**

**D.(Buffers)**

**(2) (Installation and maintenance.)**

(a) To ensure proper protection for adjacent properties, the Planning Board shall approve ~~density and species of proposed trees and shrubs~~ a tree removal and replacement plan on advice and recommendation of the Hoboken Shade Tree Commission and subject to the guidelines and regulations set forth in Chapter 169.

**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 parts 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 remain in effect; it being the legislative intent that this Ordinance shall stand not withstanding the invalidity of any part.

**SECTION FIVE: EFFECTIVE DATE**

This Ordinance shall take effect upon passage and publication as provided by law.

**SECTION SIX: CODIFICATION**

This Ordinance shall be a part of the Municipal Code of the City of Hoboken, NJ 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 Municipal 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: July 11, 2012**

Approved:

_____

Quentin Wiest, Business Administrator

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

| RECORD OF COUNCIL VOTE ON 1ST READING | | | |
|---|---|---|---|
| Council Person | Aye | Nay | N.V. |
| Castellano | | | |
| Cunningham | | | |
| Giattino | | | |
| Marsh | | | |
| Mason | | | |
| Mello | | | |
| Occhipinti | | | |
| Russo | | | |
| Pres. Bhalla | | | |
| | | | |

| RECORD OF COUNCIL VOTE ON 2ND READING | | | |
|---|---|---|---|
| Council Person | Aye | Nay | N.V. |
| Castellano | | | |
| Cunningham | | | |
| Giattino | | | |
| Marsh | | | |
| Mason | | | |
| Mello | | | |
| Occhipinti | | | |
| Russo | | | |
| Pres. Bhalla | | | |
| | | | |

I hereby certify the above vote on this _____day of _____, 2012.

_____

James Farina, City Clerk

Approved by the Mayor on the _____ day of _____, 2012.

_____
Dawn Zimmer, Mayor

**-or-**

Vetoed by the Mayor for the following reasons:

_____

_____

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 95 ENTITLED "DWELLINGS, MINIMUM STANDARDS" TO ADD ADDITIONAL AUTHORIZED ENFORCEMENT AGENTS**

**WHEREAS**, Chapter 95 is the regulatory chapter for the public health and safety standards for residential dwellings; and,

**WHEREAS**, the City seeks to add addition enforcement agents for enforcement of the regulations within Chapter 95.

**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 CHAPTER 95**

**§ 95-1. Definitions; word usage.**

**A.** Terms defined. As used in this chapter, the following terms shall have the meanings indicated:

**AUTHORIZED AGENT**

~~A~~ Shall include any Sanitary Inspector First Grade or any Public Health Nuisance Investigator of the Hoboken Board of Health or any Chief Housing Inspector or Housing Inspector of the City of Hoboken.

**BASEMENT**

A portion of the building located partly underground but having less than 3/4 of its clear floor to ceiling height below the average grade of the adjoining ground.

**CELLAR**

A portion of a building located partly or wholly underground and having 3/4 or more of its clear floor to ceiling height below the average grade of the adjoining ground.

**DWELLING**

Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided that temporary housing as hereinafter defined shall not be regarded as a "dwelling." The term shall include one-family, two-family, three-family, and multi-family dwellings.

**DWELLING UNIT**

Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

**EXTERMINATION**

The control and elimination of insects or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating or trapping; or by any other recognized and legal pest elimination methods approved by the Health Officer.

**GARBAGE**

The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**HABITABLE ROOM**

A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, recreation rooms in cellar or basement space, foyers or communicating corridors, closets and storage spaces.

**HEALTH OFFICER**

The legally designated Health Officer of the City of Hoboken or his A~~a~~uthorized ~~representative~~ Agent, as the term is defined herein.

**INFESTATION**

The presence within or around a dwelling of any insects, rodents or other vermin.

**MULTIPLE DWELLING**

Any dwelling containing more than two dwelling units.

**OCCUPANT**

Any person over one year of age living, sleeping, cooking or eating in or having actual possession of a dwelling unit or rooming unit.

**OPERATOR**

Any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let.

**ORDER OR RULE**

A directive of the Health Officer.

**ORDINARY MINIMUM WINTER CONDITIONS**

The temperature, 15° F. above the lowest recorded temperature for the previous ten-year period.

**OWNER**

Any person who, alone or jointly or severally with others:

**(1)** Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

**(2)** Shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he were the owner.

**PERSON**

Includes any individual, firm, corporation, association, partnership or management agency and their agents and employees.

**PLUMBING**

Includes all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

**ROOMING HOUSE**

Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father, sister or brother of the owner or operator.

**ROOMING UNIT**

Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

**RUBBISH**

Combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

**SUPPLIED**

Paid for, furnished or provided by or under the control of the owner or operator.

**TEMPORARY HOUSING**

Any tent, trailer or other structure used for human shelter, which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 30 consecutive days.

**B.** Use of terms. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," or "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

**§ 95-2. Inspections.**

The Health Officer, or his Authorized Agent, is hereby authorized and directed to make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the City of Hoboken, in order that he may perform his duty of safeguarding the health and safety of the occupants of dwellings and of the general public. For the purpose of making such inspections, the Health Officer, or his Authorized Agent, is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units, rooming units and premises. The owner or occupant of every dwelling, dwelling unit and rooming unit or the person in charge thereof shall give the Health Officer free access to such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof or his agent or employee access to any part of such dwelling or dwelling unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter.

**§ 95-3. Enforcement; service of notices; hearings.**

**A.** Whenever the Health Officer, or his Authorized Agent determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter or of any rule or regulation adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons responsible therefor, as hereinafter provided. Such notice shall:

**(1)** Be put in writing.

**(2)** Include a statement of the reasons why it is being issued.

**(3)** Allow a reasonable time for the performance of any act it requires.

**(4)** Be served upon the owner or his agent or the occupant, as the case may require, provided that such notice shall be deemed to be properly served upon such owner or agent or upon such occupant if a copy thereof is served upon him personally or if a copy thereof is sent by regular mail to his last known address or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice or if he is served with such notice by any other method authorized or required under the laws of this state.

**B.** Any person effected by any notice which has been issued in connection with the enforcement of any provision of this chapter or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Health Officer, provided that such person shall file in the office of the Health Officer a written petition requesting such hearing and setting forth a brief statement of the grounds therefor within 10 days after the day that notice was served. Upon receipt of such petition, the Health Officer shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The hearing shall be commenced not later than 10 days after the day on which the petition was filed, provided that, upon application of the petitioner, the Health Officer may postpone the date of hearing for a reasonable time beyond such ten-day period, if in his judgment the petitioner has submitted a good and sufficient reason for such postponement.

**C.** After such hearing, the Health Officer shall sustain, modify or withdraw the notice, order or rule depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with.

**D.** The proceedings at such hearing, including the findings and decision of the Health Officer, shall be summarized, reduced to writing and entered as a matter of public record in the office of the Health Officer. Such record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Health Officer may seek relief therefrom in any court of competent jurisdiction, as provided by the laws of this state.

**E.** Whenever the Health Officerfinds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but, upon petition to the Health Officer, shall be afforded a hearing as soon as possible, After such hearing, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with, the Health Officer shall continue such order in effect, or modify it, or revoke it.

**§ 95-4. Basic equipment and facilities.**

No person shall occupy as owner-occupant or let to another for occupation any dwelling or dwelling unit, for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

**A.** Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water and sewer system approved by the Health Officer.

**B.** All dwelling units are required to have a private bathroom, with a separate room contiguous to and capable of being closed off from the rest of the dwelling unit, supplied with adequate heat, light, hot and cold running water and properly connected to a water and sewer system equipped with flush toilet, lavatory basin and bathtub or shower, all in good working condition.

**C.** Every kitchen sink, lavatory basin and bathtub or shower required under the provisions of this chapter and this subsection shall be properly connected with both hot and cold waterlines.

**D.** Every dwelling unit shall be supplied with adequate rubbish storage facilities, type and location of which are approved by the Health Officer or as per law.

**E.** Every dwelling unit shall have adequate garbage disposal facilities or garbage containers, type and location of which are approved by the Health Officer or as per law.

**F.** Every dwelling unit shall have supplied water-heating facilities which are properly installed, are maintained in safe and good working condition, are properly connected with the hot waterlines required under the provisions of this chapter and are capable of heating water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120° F.

**G.** Every dwelling unit shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the laws of this state and this City.

**§ 95-5. Light, ventilation and heating.**

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

**A.** Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least 15% of the total floor area of such room.

**B.** Where an interior room without its own source of natural light and ventilation is adjacent to an outside room having both, such room will be considered acceptable as a habitable room on the basis of the calculate combined floor area of the two rooms and provided that the separating wall between them

has an opening either six feet wide or is 70% as wide as the inside room or that said separating wall be four feet above the floor for the entire width of the room, except space required for a doorway.

**C.** Every habitable room shall have at least one window or skylight which can easily be opened or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to at least 45% of the minimum window area size or minimum skylight-type window size, as required by this chapter, except where there is supplied some other device affording adequate ventilation and approved by the Health Officer.

**D.** Every bathroom and water closet compartment shall have a window comprising 5% of the total floor space of the bathroom and water closet compartment, except that no window shall be required in adequately ventilated bathrooms and water closet compartments equipped with a ventilation system which is kept in continuous operation.

**E.** Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor- or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room and public hall shall contain at least one supplied ceiling- or wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition and shall be connected to the source of electric power in a safe manner.

**F.** Every dwelling unit shall have heating facilities which are properly installed, maintained in good and safe working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of at least 70° F., at a distance of three feet above floor level, under ordinary minimum winter conditions. Nonvented portable oil-heating stoves are banned herewith.

**G.** Every public hall and stairway in every multiple dwelling containing three or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to dwelling occupancy and containing not more than two dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting.

**H.** Whenever the ambient air temperature of any habitable dwelling unit within the City of Hoboken falls below 70° F., between the dates of October 1 and May 1, for a period of six hours or repairs to a heating unit or heating system is expected to take longer than six hours to repair, the owner, owners, property manager, management agency or person in charge of said dwelling unit shall immediately provide and furnish space heaters, at no expense to the tenants, to all habitable dwelling units, in such number that the ambient air temperature of all habitable rooms in said dwelling units is at least 70° F. The number of space heaters required for any dwelling units or particular dwelling unit may be reduced at the sole discretion of the Health Officer, upon request of the owner or his agent.

**(1)** Space heaters shall be used strictly as a temporary means of providing heat until repairs can be made to the heating unit or heating system. Repairs to all heating units and heating systems, between the dates of October 1 and May 1, shall begin immediately upon knowledge or notification of any malfunction or disrepair with said heating unit or heating system.

**(2)** Each day's failure to provide the requisite number of space heaters to individual dwelling units shall constitute a separate and distinct offense.

**(3)** Each dwelling unit that does not receive space heaters, as required by this chapter, shall constitute a separate and distinct offense.

**I.** Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement which might provide an entry for rodents shall be supplied with a screen or such other device as will effectively prevent their entrance.

**§ 95-6. Safe and sanitary maintenance.**

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

**A.** Every foundation, floor, wall, ceiling and roof shall be reasonably weathertight, watertight and rodentproof and shall be kept in good repair.

**B.** Every window, exterior floor and basement hatchway shall be reasonably weathertight, watertight and rodentproof and shall be kept in sound working condition and good repair.

**C.** Every inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair.

**D.** Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions.

**E.** Every water closet compartment floor surface and bathroom floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

**F.** Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

**G.** No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this chapter to be removed from or shut off from or discontinued for any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is approved by the Health Officer.

**H.** Maintenance.

**(1)** Every foundation, floor, wall, ceiling, door, window, roof or other part of a building covered by this chapter shall be kept in good repair and capable of the use intended, and all interior and exterior part or parts subject to corrosion or deterioration shall be kept painted.

**(2)** Definitions. For the purpose of this section, the following terms shall have the meanings indicated:

**IN GOOD REPAIR**

Said building is safe for use and proofed against the elements and free from vermin.

**KEPT PAINTED**

All interior and exterior part or parts subject to corrosion or deterioration, when corroded or deteriorated, shall be painted.

**§ 95-7. Responsibilities of owners and occupants.**

**A.** Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.

**B.** Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

**C.** Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required by § 95-4D of this chapter.

**D.** Every occupant of a dwelling or dwelling unit shall dispose of all his garbage and any other organic waste, which might provide food for rodents, in a clean and sanitary manner, by placing it in the garbage disposal facilities or garbage storing containers required by § 95-4E of this chapter.

**E.** Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination, whenever his dwelling unit shall be responsible for such extermination or whenever his dwelling unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a ratproof or reasonably insectproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

**F.** Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof, except repairs.

**§ 95-8. Rooming houses.**

No person shall operate a rooming house or shall occupy or let to another for occupancy any rooming unit in any rooming house, except in compliance with the provisions of every section of this chapter, except the provisions of §§ 95-4 and 95-7 of this chapter.

**A.** No person shall operate a rooming house unless he holds a valid rooming house permit issued by the Health Officer and such other officer or department of the City of Hoboken, under the provisions of any ordinance now in force or hereafter adopted relating to rooming houses, in the name of the operator and for the specific dwelling or dwelling unit. The operator shall apply to the Health Officer

for such permit, which shall be issued by the Health Officer upon the compliance by the operator with the applicable provisions of this chapter and of any rules and regulations adopted pursuant thereto. This permit shall be displayed in a conspicuous place within the rooming house at all times. No such permit shall be transferable. Every person holding such a permit shall give notice, in writing, to the Health Officer 24 hours after having sold, transferred, given away or otherwise disposed of ownership of, interest in or control of any rooming house. Such notice shall include the name and address of persons succeeding to the ownership or control of such rooming house. Every rooming house permit shall expire on December 31 of each year, unless sooner suspended or revoked as hereinafter provided.

**B.** Any person whose application for a permit to operate a rooming house has been denied may request and shall be granted a hearing on the matter before the Health Officer under the procedure provided by this chapter.

**C.** Whenever, upon inspection of any rooming house, the Health Officer finds that conditions or practices exist which are in violation of any provision of this chapter or of any rule or regulation adopted pursuant thereto, the Health Officer shall give notice, in writing, to the operator of such rooming house that unless such conditions or practices are corrected within a reasonable period, to be determined by the Health Officer, the operator's rooming house permit will be suspended. At the end of such period, the Health Officer shall reinspect such rooming house, and, if he finds that such conditions or practices have not been corrected, he shall give notice, in writing, to the operator that the latter's permit has been suspended. Upon receipt of such notice of suspension, such operator shall immediately cease operation of such rooming house, and no person shall occupy, for sleeping or living purposes, any rooming unit therein.

**D.** Any person whose permit to operate a rooming house has been suspended or who has received notice from the Health Officer that his permit is to be suspended, unless existing conditions or practices at this rooming house are corrected, may request and shall be granted a hearing on the matter before the Health Officer, under the procedure provided by this chapter, provided that no petition for such hearing is filed within 10 days following the date on which such permit shall be deemed to have been automatically revoked.

**E.** At least one flush water closet, lavatory basin and bathtub or shower, properly connected to water and sewer systems and in good working condition, shall be supplied for each eight persons or fraction thereof residing within a rooming house, including members of the operator's family, whenever they share the use of said facilities, provided that, in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than 1/2 of the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement, except by written approval of the Health Officer.

**F.** The operator of every rooming house shall change supplied bed linens and towels therein at least once each week and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

**G.** Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of additional floor space for each additional occupant thereof.

**H.** Every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the laws of the state and this City.

**I.** The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings and for maintenance of a sanitary condition in every other part of the rooming house; and he shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the operator.

**§ 95-9. Unfit dwellings; condemnation procedures.**

The designation of dwellings or dwelling units as unfit for human habitation and the procedure for the condemnation or placarding of such unfit dwellings or dwelling units shall be carried out in compliance with the following requirements:

**A.** Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the Health Officer.

**B.** A dwelling unit which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants or of the public.

**C.** A dwelling unit which lacks illumination, ventilation or sanitary facilities adequate to protect the health and safety of the occupants or of the public.

**D.** A dwelling unit which, because of its general condition or location, is unsanitary or otherwise dangerous to the health and safety of the occupants or of the public.

**E.** Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Health Officer, shall be vacated within a reasonable time as ordered by the Health Officer.

**F.** No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from and such placard is removed by the Health Officer. The Health Officer shall remove such placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.

**G.** No person shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in Subsection F.

**H.** Any person affected by any notice or order relating to the condemning and placarding of a dwelling or dwelling unit as unfit for human habitation may request and shall be granted a hearing on the matter before the Health Officer, under the procedure set forth in this chapter.

**§ 95-10. Hearing.**

The Health Officer is hereby empowered to order a hearing for the purpose of ensuring that provisions of this chapter are met. The Health Officer shall notify, in writing, any person to whom such order is issued, stating the time, location and a brief reason for the hearing. Once notified, said person shall comply with all aspects of said order. Any person who neglects or refuses to abide by said order shall face penalties pursuant to § 95-11, Violations and penalties, of this chapter.

**§ 95-11. Violations and penalties.**

Any person who shall violate any provision of this chapter or any provision of any rule, regulation or order adopted by the Board of Health pursuant to authority granted by this chapter shall, upon conviction in the Municipal Court or other court of competent jurisdiction, be punished by a fine of not more than $1,000 or community service for not more than 90 days or imprisonment for a term not exceeding 90 days, and each day's failure to comply with any provision shall constitute a separate and distinct violation.

**§ 95-11.1. (Reserved)**

**§ 95-12. Permission of the Board.**

Any notice, order or rule issued by the Health Officer or his authorized agent shall be taken to mean as issued by the Hoboken Board of Health.

**§ 95-13. Severability.**

In the event that any section, subsection or any part of this code shall be declared invalid, such decision shall not be deemed to affect the validity of any other section, subsection or other part of this code.

**§ 95-14. Repealer.**

All ordinances, codes or parts of the same inconsistent with any provisions of this chapter are hereby repealed to the extent of such inconsistency.

**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: September 5, 2012**
Introduction:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Final Reading:

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

Approved as to Legal Form:

_____
Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

***-or-***

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH KIM LYNCH, ESQ. AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE FOR ONE YEAR AND FOR A TOTAL NOT TO EXCEED AMOUNT OF $7,500.00**

**WHEREAS,** service to the City as Special Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Forman Holt Eliades Ravin & Youngman LLC, did not respond to; and,

**WHEREAS,** Kim Lynch, Esq., however, has special expertise and intricate knowledge of the legal specialties required to represent the City in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and,

**WHEREAS,** Kim Lynch, Esq., of Forman Holt Eliades Ravin & Youngman LLC is thereby exempt from the fair and open process for said piece of litigation, due to its special knowledge and expertise, and it is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $7,500.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED,** that a contract with Kim Lynch, Esq. to represent the City as Special Legal Counsel-Bankruptcy Litigation be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Seven Thousand Five Hundred ($7,500.00) Dollars in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and

**BE IT FURTHER RESOLVED,** that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which the contract may have with the City during the contact duration described herein; and,

**BE IT FURTHER RESOLVED,** the contract shall include the following term: the contractor shall be paid maximum hourly rates of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

**BE IT FURTHER RESOLVED,** the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of the contractor; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

Quentin Wiest
Business Administrator

**Approved as to form:**

Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020 ...

Desc: SPECIAL COUNSEL O/E ...

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | Kim Lynch Esq |
| 76,500.00 | Vincent La Paglia |
| 19,000.00 | Florio Esq |
| 100,000.00 | Marazit, Falcon |
| 50,000.00 | NJ Transit |
| 30,000.00 | Okin Hollander |
| 75,000.00 | Lesniak |
| 221,155.87 | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH VINCENT LAPAGLIA, ESQ. AS SPECIAL LEGAL COUNSEL-TAX APPEALS TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $1,500.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $76,500.00**

**WHEREAS**, service to the City as Special Counsel – Vincent Lapaglia, Esq. is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City awarded a contract to Vincent LaPaglia by resolution dated May 2, 2012; and,

**WHEREAS**, the City now seeks to increase the not to exceed amount of that resolution by One Thousand Five Hundred Dollars ($1,500.00) for a total not to exceed amount of Seventy Six Thousand Five Hundred Dollars ($76,500.00), and to allow for Vincent Lapaglia to represent the City of Hoboken in the matter know as In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.); and,

**WHEREAS**, Vincent Lapaglia, Esq. is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $1,500.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Vincent Lapaglia, Esq. to represent the City in the matter of In re Great Atlantic and Pacific Tea Company, Inc., Docket No. 10-24549 (S.D.N.Y.), for an increase in the not to exceed amount of One Thousand Five Hundred Dollars ($1,500.00) for a total not to exceed amount of Seventy Six Thousand Five Hundred Dollars ($76,500.00); and,

**BE IT FURTHER RESOLVED**, that the remainder of the contract shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Vincent Lapaglia, Esq.; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

Quentin Wiest
Business Administrator

**Approved as to form:**

Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020

Desc: SPECIAL COUNSEL O/E

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | KIM LYNCH ESQ |
| 76,500.00 | VINCENT LA PAGLIA |
| 19,000.00 | FLORIO ESQ |
| 100,000.00 | MARAZITI, FALCON |
| 50,000.00 | NJ TRANSIT |
| 30,000.00 | OKIN HOLLANDER |
| 75,000.00 | LESNIAK |
| 221,155.87 | |

Introduced by:_____
Seconded by:_____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT TO SCAFAR CONTRACTING, INC. FOR THE CASTLE POINT & SINATRA PARK WATERFRONT WALKWAY RECONSTRUCTION IN ACCORDANCE WITH THE CITY'S BID NO. 12-08 IN THE TOTAL AMOUNT OF $9,638,786.25**

**WHEREAS,** bids were received for services to reconstruct Castle Point & Sinatra Park, as specified in Bid Number 12-08; and,

**WHEREAS,** six (6) bids were received:

| VENDOR | TOTAL AMOUNT PROPOSED |
|---|---|
| Scafar Contracting, Inc.<br>Newark, New Jersey | $9,638,786.25 |
| Trevcon, Inc.<br>Liberty Corner, New Jersey | $10,284,741.00 |
| EIC Associates, Inc.<br>Springfield, New Jersey | $11,531,585.00 |
| Anselmi and DeCicco<br>Maplewood, New Jersey | $12,717,430.00 |
| Bird Construction<br>Bayville, New Jersey | $12,744,375.40 |
| D'Onofrio General Contractors<br>Brooklyn, New York | $16,805,990.75 |

**WHEREAS,** pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 12-08, and Scafar Contracting,, Inc. submitted the lowest, responsible, responsive bid in the amount of $9,638,786.25; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $9,638,786.25 is available in the following appropriations** C-04-60-709-210 **and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed:** _____**, George DeStefano, CFO**
**Dated:** _____

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken as follows:

A. This resolution awards a contract to Scafar Contracting, Inc. for Bid No. 12-08, in the total amount of Nine Million Six Hundred Thirty-Eight Thousand Seven Hundred Eighty-Six Dollars and Twenty-Five Cents ($9,638,786.25), for the City's reconstruction of Castle Point & Sinatra Park Waterfront Walkway, to be provided by Scafar Contracting, Inc. in accordance with the specifications as set forth in Bid No. 12-08.

B. If the contract, as provided by the City of Hoboken, is not executed by Scafar Contracting, Inc. within 21 days of award, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.

C. The contract shall be in accordance with the terms of the specifications and Scafar Contracting, Inc.'s corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendation; therefore, none will be accepted in performing obligations under the bid.

D. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Scafar Contracting, Inc. for said purchase and sale.

E. This resolution shall take effect immediately upon passage.

**Meeting date: September 5, 2012**

**APPROVED:**

Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

Mellissa Longo
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravinder Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## George DeStefano

**From:** Chris Baldwin [cbaldwin@hobokennj.org]
**Sent:** Tuesday, September 04, 2012 11:19 AM
**To:** 'Quentin Wiest'; George DeStefano
**Subject:** Scafar

Al adjusted the EIC P.O. in line with last week's discussions. There is now $9,642,840 in C-04-60-709-210.

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: [illegible] Desc: Contractor $8,000,000 (2010)

Acct Type: Sub Chk Acct: CAPITAL Cap Flag:

Fund Type: Capital/Trust Class Id: Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 66,003.72 | Budgeted: | 10,460,000.00 | Expended: | .00 |
| Expended: | 751,156.28 | Balance: | 9,642,840.00 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | .00 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 9,642,840.00 | | |
| Cancel: | .00 | | | | |

Control Balance: 10,570,122.38 Control Requested Balance: 10,560,233.21

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH BOSWELL ENGINEERING FOR CITY WATERFRONT ENGINEER FOR A ONE YEAR TERM TO BEGIN MAY 1, 2012 AND EXPIRE APRIL 30, 2013, WITH A NOT TO EXCEED AMOUNT OF $680,000.00**

**WHEREAS**, the City previously appointed and contracted for the professional services of Boswell Engineering to act as the City's Waterfront Engineering Firm; and,

**WHEREAS**, the City wishes to extend the waterfront engineering contract with Boswell Engineering for a one year period, to commence May 1, 2012 and expire April 30, 2013, with a not to exceed amount of Six Hundred Eighty Thousand Dollars ($680,000.00); and,

**WHEREAS**, Boswell Engineering is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS**, there is a continuing emergent need for the specialized expertise Boswell Engineering has obtained with regards to the current and future projects and issues related to Waterfront Engineering within the City of Hoboken, which therefore exempts the need for utilization of request for additional proposals under the fair and open process; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that** $680,000.00 **is available in the following appropriations C-04-60-709-400 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____**, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** (*a majority of the full membership concurring*) that the contract with Boswell Engineering for service to the City as the City's Waterfront Engineer be hereby extended and amended for an additional one (1) year period, with a not to exceed amount of Six Hundred Eighty Thousand Dollars ($680,000.00); the remainder of the contract shall remain unchanged and shall continue in accordance with the original request for proposals and Boswell's corresponding proposal; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Boswell Engineering; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer for action in accordance therewith and to take any other actions

necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

Mellissa Longo
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: C-04-60-709-400

Desc: 2-30 WATERFRONT NLKWAY 40A:2-20 COST $4M

Acct Type: Sub

Chk Acct: CAPITAL

Cap Flag:

Fund Type: Capital/Trust

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 16,313.42 | Budgeted: | 1,540,000.00 | Expended: | .00 |
| Expended: | 596,404.20 | Balance: | 927,282.38 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 789.17 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 926,493.21 | | |
| Cancel: | .00 | | | | |

Control Balance: 10,570,122.38 Control Requested Balance: 10,569,333.21

INTRODUCED BY:_____
SECONDED BY:_____

**CITY OF HOBOKEN**
**RESOLUTION NO. _____**

**THIS RESOLUTION AWARDS A CONTRACT TO KOMPANI THROUGH ITS STATE OF NEW JERSEY CONTRACT NUMBER 12-X-22409 FOR THE CHURCH SQUARE PARK PLAYGROUND EQUIPMENT DESCRIBED IN KOMPANI'S PROPOSAL IN AN AMOUNT NOT TO EXCEED ONE THOUSAND FORTY THREE THOUSAND THREE HUNDRED FORTY THREE DOLLARS AND TWENTY NINE CENTS ($143,343.29)**

**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 Kompani has been approved as a State Contractor pursuant to Contract Number 12-X-22409; and,

**WHEREAS**, the City of Hoboken's Parks Department is in need of new playground equipment at Church Square Park, as described in Kompani's proposal, attached hereto; and,

**WHEREAS,** certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $143,343.29 is available in the following appropriations C-04-60-711-210 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

**Signed:** _____, **George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the playground equipment described in its August 29, 2012 proposal, attached hereto, for an amount not to exceed those listed in its contract with the State of New Jersey and its proposal, and for a total not to exceed amount of One Hundred Forty Three Thousand Three Hundred Forty Three Dollars and Twenty Nine Cents ($143,343.29), 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, as attached hereto or substantially similar, for the above references goods and/or services based upon the following information:

   Kompani
   930 Broadway
   Tacoma WA 98402
   (State of New Jersey Contract 12-X-22409)

**Reviewed:**

Quentin Wiest
Business Administrator

**Approved as to form:**

Mellissa Longo, Esq.
Corporation Counsel

**Date of Meeting**: September 5, 2012

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: C-04-60-711-210

Desc: S1.6% Parks Imp.2-95 Contractor Costs

Acct Type: Sub

Chk Acct: CAPITAL

Cap Flag:

Fund Type: Capital/Trust

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 14,631.00 | Budgeted: | 1,320,000.00 | Expended: | .00 |
| Expended: | 278,454.76 | Balance: | 1,026,914.24 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | .00 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 1,026,914.24 | | |
| Cancel: | .00 | | | | |

Control Balance: 1,026,914.24 Control Requested Balance: 1,026,914.24

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH SHIRLEY BISHOP AS COAH PROFESSIONAL PLANNER TO THE CITY OF HOBOKEN TO COMMENCE SEPTEMBER 6, 2012 AND EXPIRE SEPTEMBER 5, 2013 FOR A TOTAL NOT TO EXCEED AMOUNT OF $35,000.00**

**WHEREAS**, service to the City as COAH Professional Planner is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published a Request for Proposals for the Professional Services of COAH Planner in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Shirley Bishop responded to; and,

**WHEREAS**, the evaluation committee has determined that Shirley Bishop offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Shirley Bishop for a one (1) year term with a not to exceed amount of Thirty Five Thousand ($35,000.00) Dollars; and,

**WHEREAS**, Shirley Bishop is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 is available in the following appropriations** 2-01-31-463-000; **and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed:** **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Shirley Bishop** to represent the City as COAH Professional Planner be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Thirty Five Thousand ($35,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, the contract shall refer to and include by reference the RFP and Shirley Bishop's responses, as well as the attached memorandum of Brandy Forbes, for purposes of describing the terms and obligation of the agreement with regards to scope of work, hourly wages, and allowable fees and charges; and,

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Shirley Bishop; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

Quentin Wiest
Business Administrator

**Approved as to form:**

Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-31-463-000 Desc: Hoboken Master Plan

Acct Type: Line Item Control * Chk Acct: OPERATING Cap Flag: ☑

Fund Type: Budget * Class Id: Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | .00 | Budgeted: | 113,268.00 | Expended: | .00 |
| Expended: | .00 | Balance: | 113,268.00 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | .00 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 113,268.00 | | |
| Cancel: | .00 | | | | |

35,000.00 SHIRLEY BISHOP

50,000.00 EXCEL ENVIRONMENTAL

28,268.00

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH FLORIO & KENNY FOR THE SERVICES OF EDWARD FLORIO, ESQ. AS SPECIAL LEGAL COUNSEL-RENT CONTROL BOARD ATTORNEY TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $4,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $19,000.00**

**WHEREAS**, the City previously appointed and contracted for the services of Edward Florio of Florio and Kenny to serve as Special Legal Counsel-Rent Control Board Attorney for the City of Hoboken by resolution dated 5/2/12; and,

**WHEREAS**, the City wishes to amend the current contract to increase the not to exceed amount by Four Thousand ($4,000.00) dollars; and,

**WHEREAS**, Florio & Kenny is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,000.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Florio & Kenny, for the services of Edward Florio, Esq., to represent the City as Special Legal Counsel-Rent Control Board Attorney be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by Four Thousand Dollars ($4,000.00) for a total not to exceed amount of Nineteen Thousand ($19,000.00) Dollars; and

**BE IT FURTHER RESOLVED** that the remaining contract terms shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Florio & Kenny; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

_____
Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

_____
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020

Desc: SPECIAL COUNSEL O/E

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | Kim Lynch Esq |
| 76,500.00 | Vincent La Paglia |
| 19,000.00 | Florio Esq |
| 100,000.00 | Marazit, Falcone |
| 50,000.00 | NJ Transit |
| 30,000.00 | Okin Hollander |
| 75,000.00 | Lesniak |
| 221,155.87 | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON & HEALY FOR THE SERVICES OF JOSEPH MARAZITI AS SPECIAL LEGAL COUNSEL-LITIGATION TO THE CITY OF HOBOKEN IN THE MATTER OF THE PROPOSED MONARCH DEVELOPMENT IN THE NORTHEAST PORTION OF THE CITY TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF ONE HUNDRED THOUSAND DOLLARS ($100,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE HUNDRED NINETY THOUSAND DOLLARS ($190,000.00)**

**WHEREAS**, the City previously appointed and contracted for the services of Joseph Maraziti of Maraziti Falcon & Healy to serve as Special Legal Counsel-Redevelopment and Special Counsel – Monarch Litigation for the City of Hoboken by resolution dated 3/21/12; and,

**WHERES**, the City wishes to increase the not to exceed amount of the contract by One Hundred Thousand Dollars ($100,000.00) for a total not to exceed amount of One Hundred Ninety Thousand Dollars ($190,000.00); and,

**WHEREAS**, Maraziti Falcon & Healy is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $100,000.00 is available in the following appropriations** 2-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with **Maraziti Falcon & Healy** to represent the City as Special Legal Counsel-Monarch Litigation relating to the matter of the proposed Monarch development be awarded, for a one year term to commence January 1, 2012 and expire December 31, 2012, for an increase in not to exceed amount of One Hundred Thousand Dollars ($100,000.00) for a total not to exceed amount of One Hundred Ninety Thousand ($190,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, that the remainder of the terms of the contract shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **Maraziti Falcon & Healy**; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:** _____

**APPROVED AS TO FORM:** _____

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020

Desc: SPECIAL COUNSEL O/E

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | Kim Lynch ESQ |
| 76,500.00 | Vincent LaPaglia |
| 19,000.00 | Florio ESQ |
| 100,000.00 | Marazit, Falcon |
| 50,000.00 | NJ Transit |
| 30,000.00 | Okin Hollander |
| 75,000.00 | Lesniak |
| 221,155.87 | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON & HEALY AS SPECIAL LEGAL COUNSEL-NJ TRANSIT REDEVELOPMENT NEGOTIATIONS AND LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FIFTY THOUSAND ($50,000.00) DOLLARS FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE HUNDRED THOUSAND ($100,000.00) DOLLARS**

**WHEREAS**, the City previously appointed and contracted for the services of Joseph Maraziti of Maraziti Falcon & Healy to serve as Special Counsel – NJ Transit for the City of Hoboken by resolution dated 5/2/12; and,

**WHERES**, the City wishes to amend the contract to increase the not to exceed amount of the contract by Fifty Thousand Dollars ($50,000.00) for a total not to exceed amount of One Hundred Thousand Dollars ($100,000.00); and,

**WHEREAS**, Maraziti Falcon & Healy is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriations** 2-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with Maraziti Falcon & Healy to represent the City as Special Legal Counsel-NJ Transit Redevelopment Negotiations and Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for an increase in the not to exceed amount of Fifty Thousand ($50,000.00) dollars for a total not to exceed amount of One Hundred Thousand ($100,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, that the remainder of the contract terms shall remain unchanged; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Maraziti Falcon & Healy; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:** **APPROVED AS TO FORM:**

_____ _____

Quentin Wiest Mellissa L. Longo, Esq.

Business Administrator Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020

Desc: SPECIAL COUNSEL D/E

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | Kim Lynch ESQ |
| 76,500.00 | Vincent LaFaglia |
| 19,000.00 | Florio ESQ |
| 100,000.00 | Marazit, Falcon |
| 50,000.00 | NJ Transit |
| 30,000.00 | Okin Hollander |
| 75,000.00 | Lesniak |
| 221,155.87 | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

**RESOLUTION TO AMEND THE CONTRACT WITH OKIN, HOLLANDER & DELUCA, LLP FOR SERVICES AS SPECIAL LEGAL COUNSEL – BANKRUPTCY TO THE CITY OF HOBOKEN RELATING TO THE BANKRUPTCY FILINGS INVOLVING HOBOKEN UNIVERSITY MEDICAL CENTER TO INCREASE THE NOT TO EXCEED AMOUNT BY $30,000.00**

**WHEREAS**, the City previously appointed and contracted for the services of Paul S. Hollander, Esq. of Okin, Hollander & DeLuca, LLP to serve as Special Legal Counsel relating to any bankruptcy proceedings commencing in relation to Hoboken University Medical Center; and,

**WHEREAS**, the August 4, 2011 proposal of Paul S. Hollander, which originally constituted the Agreement between Okin, Hollander & DeLuca, LLP and the supplemental amended City contract dated March 21, 2012 shall be further amended by a City contract which amends and increases the not to exceed amount by an additional Thirty Thousand ($30,000.00) Dollars; and,

**WHEREAS**, the remainder of the terms of the March 21, 2012 agreement shall remain unchanged; and,

**WHEREAS**, Okin, Hollander & DeLuca, LLP is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS**, there is a continuing, ongoing, and urgent need for said service, which therefore remains exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $30,000.00 is available in the following appropriations Special Counsel in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____**, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Okin, Hollander & DeLuca, LLP for the services of Paul Hollander, Esq. to represent the City as Special Legal Counsel in the pending bankruptcy litigation relating to the Hoboken University Medical Center, originally for a not to exceed amount of $17,500.00, and previously amended to increase the not to exceed amount by $135,000.00 and an additional $50,000.00, and an additional $20,000.00, shall be heretofore amended again to increase the not to exceed amount by an additional Thirty Thousand ($30,000.00) Dollars;

**BE IT FURTHER RESOLVED** that the remainder of the amended March 21, 2012 contract shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Okin, Hollander & DeLuca, LLP; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020 ...  Desc: SPECIAL COUNSEL O/E

Acct Type: Line Item Control  Chk Acct: OPERATING  Cap Flag: ☑

Fund Type: Budget  Class Id: ...  Class Id 2: ...

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

| | |
|---|---|
| 7500.00 | KIM LYNCH ESQ |
| 76,500.00 | VINCENT LA PAGLIA |
| 19,000.00 | FLORIO ESQ |
| 100,000.00 | MARAZITI, FALCON |
| 50,000.00 | NJ TRANSIT |
| 30,000.00 | OKIN HOLLANDER |
| 75,000.00 | LESNIAK |
| 221,155.87 | |

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH WEINER LESNIAK AS SPECIAL LEGAL COUNSEL-OUTSTANDING AND GENERAL LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 TO INCREASE THE NOT TO EXCEED AMOUNT BY SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF $260,000.00**

**WHEREAS**, service to the City as Special Counsel – Outstanding and General Litigation is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

**WHEREAS**, Weiner Lesniak is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. Fair Share Housing (Advance at Hoboken)
2. Fair Share Housing (1415 Park Avenue LLC)
3. Fair Share Housing (9 Monroe LLC)
4. Belfiore (Appeal)
5. Arezzo (OAL)
6. Campbell (OAL)
7. Arezzo (disciplinary charges)
8. Fire Fighter/Fire Officer Collective Negotiations Agreement
9. Fire Fighter/Fire Officer Payment of Accumulated Vacation Arbitration
10. United Textiles / Correa

**WHEREAS**, the City wishes to increase the not to exceed amount of the contract so that Weiner Lesniak may continue to represent the City in the above matters, as well as other general litigation matters which may arise over the course of the contract; and,

**WHEREAS**, Weiner Lesniak is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $75,000.00 is available in the following appropriations** 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel-Outstanding and General Litigation be amended, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase of Seventy Five Thousand Dollars ($75,000.00) for a total not to exceed amount of Two Hundred Sixty Thousand ($260,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, that the contract shall cover those ten matters expressly stated above, as well as any future matters assigned to the firm, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Weiner Lesniak represents the City in; and,

**BE IT FURTHER RESOLVED**, the remaining terms of the contract shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-20-156-020 ...

Desc: SPECIAL COUNSEL OVE

Acct Type: Line Item Control

Chk Acct: OPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 524,799.25 | Budgeted: | 1,592,000.00 | Expended: | .00 |
| Expended: | 484,732.53 | Balance: | 582,468.22 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | 3,312.35 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 579,155.87 | | |
| Cancel: | .00 | | | | |

7500.00 Kim Lynch Esq

76,500.00 Vincent La Paglia

19,000.00 Florio Esq

100,000.00 Marazit, Falcon

50,000.00 NJ Transit

30,000.00 Okin Hollander

75,000.00 Lesniak

221,155.87

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

# RESOLUTION AUTHORIZING EXTENSION OF THE APPOINTMENT OF WALLACE ROBERTS AND TODD, LLC AS PROFESSIONAL PLANNER FOR THE REDEVELOPMENT AT HOBOKEN TERMINAL AND RAIL YARDS AND AN INCREASE IN THE NOT TO EXCEED AMOUNT BY FIFTY THOUSAND TEN DOLLARS ($50,010.00)

**WHEREAS**, the City put out an RFP for professional redevelopment planning services, pursuant to Article I of Chapter 20A of the Hoboken City Code, which Wallace Roberts and Todd, LLC responded to by proposal dated September 27, 2010; and,

**WHEREAS**, a contract was entered into with Wallace Roberts and Todd, LLC on March 22, 2011, which was thereafter amended by a City Council resolution of July 1, 2011, attached hereto; and,

**WHEREAS**, the City Council seeks to extend the term of the contract and increase the not to exceed amount by Fifty Thousand Ten Dollars ($50,010.00), in accordance with the August 29, 2012 proposal letter of Wallace Robert and Todd, LLC, attached hereto; and,

**WHEREAS**, Wallace Roberts and Todd, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) prior to the City entering into any binding contract for said services; 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,** certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,010.00 is available in the following appropriations** 2-01-21-181-036 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with **Wallace Robert and Todd, LLC** to provide professional planning services relating to the matter of the NJ Transit Redevelopment Plan, for a one year term to commence March 22, 2012 and expire March 21, 2013, for an increase in not to exceed amount of Fifty Thousand Ten Dollars ($50,010.00); and

**BE IT FURTHER RESOLVED**, that the contract shall be further amended to correspond to the terms and conditions included in the August 29, 2012 proposal of Wallace Robert and Todd, LLC, and the remainder of the March 22, 2011 terms of the contract, as amended by the July 1, 2011 City Council Resolution, shall remain unchanged; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **Wallace Robert and Todd, LLC**; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting date: September 5, 2012**

**APPROVED:**

Quentin Wiest
Business Administrator

**APPROVED AS TO FORM:**

Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 2-01-21-181-036 ...

Desc: Professional Services ...

Acct Type: Sub

Chk Acct: OPERATING ...

Cap Flag: ☑

Fund Type: Budget

Class Id: ...

Class Id 2: ...

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 76,399.91 | Budgeted: | 317,000.00 | Expended: | .00 |
| Expended: | 133,432.09 | Balance: | 110,018.00 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | .00 | Reimburse: | .00 |
| Reimburse: | 2,850.00 | Requested Balance: | 110,018.00 | | |
| Cancel: | .00 | | | | |

Control Balance: 110,018.00 Control Requested Balance: 110,018.00

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN**
**RESOLUTION NO. :____**

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH EXCEL ENVIRONMENTAL AS LSRP TO THE CITY OF HOBOKEN TO COMMENCE SEPTEMBER 6, 2012 AND EXPIRE SEPTEMBER 5, 2013 FOR A TOTAL NOT TO EXCEED AMOUNT OF $50,000.00**

**WHEREAS**, service to the City as Licensed Site Remediation Professional (LSRP) is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS,** the City of Hoboken published a Request for Qualifications for the Professional Services of LSRP in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Excel Environmental responded to; and,

**WHEREAS**, the evaluation committee has determined that Excel Environmental offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Excel Environmental for a one (1) year term with a not to exceed amount of Fifty Thousand ($50,000.00) Dollars for the services described in the memorandum of Stephen Marks on August 27, 2012, which shall be incorporated into the contract by reference; and,

**WHEREAS**, Excel Environmental is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS,** certification of funds is available as follows:

C 04 60 711-120

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriations ~~2-01-31-463-000,~~ and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

**Signed:** _____ **George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Excel Environmental** to represent the City as LSRP be awarded, for a term to commence September 6, 2012 and expire September 5, 2013, for a total not to exceed amount of Fifty Thousand ($50,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, the contract shall refer to and include by reference the RFQ and **Excel Environmental**'s responses, as well as the attached memorandum of Stephen Marks, for purposes of describing the terms and obligation of the agreement with regards to scope of work, hourly wages, and allowable fees and charges; and,

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **Excel Environmental**; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Dated: September 5, 2012

**Reviewed:**

Quentin Wiest
Business Administrator

**Approved as to form:**

Mellissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|---|---|---|---|---|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Carol Marsh | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |

## Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: C-04-60-711-120

Desc: Parks Acq Ord 2-94 40A+2-20 Cost

Acct Type: Line Item Control

Chk Acct: CAPITAL

Cap Flag:

Fund Type: Capital/Trust

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts

| Activity To Date: | | | | Current Period: | |
|---|---|---|---|---|---|
| Encumber: | 37,928.34 | Budgeted: | 500,000.00 | Expended: | .00 |
| Expended: | 22,010.00 | Balance: | 440,061.66 | Trans-In: | .00 |
| Trans-In: | .00 | | | Trans-Out: | .00 |
| Trans-Out: | .00 | YTD Requested: | .00 | Reimburse: | .00 |
| Reimburse: | .00 | Requested Balance: | 440,061.66 | | |
| Cancel: | .00 | | | | |

Notes Exist

## George DeStefano

**From:** Stephen Marks [smarks@hobokennj.org]
**Sent:** Wednesday, September 05, 2012 10:30 AM
**To:** 'Alysia Proko'; 'Jerry Lore'; 'CIty Clerk'; 'Mellissa Longo'; 'Quentin Wiest'
**Cc:** 'George DeStefano'; 'Chris Baldwin'; 'Kimberley Wilson'
**Subject:** RE: certifications 9/5/12

Dear All:

The contract for the LSRP should be encumbered against the Open Space Bond issue (Account No. C-04-60-711-120).

This activity is directly related to the investigation of open space for acquisition by the city.

If you need additional information or assistance, please feel free to call.

Thanks,
Stephen

**********

Stephen D. Marks, PP, AICP
Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Tel.: (201) 420-2059
Fax: (201) 420-2096
Email: smarks@hobokennj.org

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**From:** Alysia Proko [mailto:aproko@hobokennj.org]
**Sent:** Wednesday, September 05, 2012 10:16 AM
**To:** 'Jerry Lore'; 'CIty Clerk'; 'Mellissa Longo'; Quentin Wiest; 'Stephen Marks'
**Cc:** 'George DeStefano'; 'Chris Baldwin'; 'Kimberley Wilson'
**Subject:** certifications 9/5/12

Attached are the certifications for the 9/5/12 meeting.
Best,
A