



January 31, 2012

Dear Council Members,

I write to provide a few important updates:

Sinatra Park/Castle Point

After careful review by the Legal Department and our City engineer, my Administration is recommending that the City accept EIC, the lowest qualified bidder, for the repairs to Frank Sinatra Park & Castle Point.

As you may remember, this contractor completed the work for Pier C. While the final construction for Pier C Park was satisfactory, we have included a liquidated damages clause in this contract to ensure that the project is completed on time (This clause was not included in the contract for Pier C Park). The liquidated damages clause means that if the project is not fully completed by December 21st, 2012 then the contractor will be liable for \$1,500 per day. Our goal is to complete the field by the fall season, if possible, while construction continues on the rest of the project. However, this goal will be constrained by final permit approvals for use as well as public safety concerns.

Either Joe Pomante or Dr. Boswell will be at the meeting on Wednesday to answer any questions that you may have about this bidder. I hope that you will support this bid recommendation so that this important project can be completed for our residents.

Retro Pay for Firefighters

The calculation for retroactive pay for our firefighters was very complicated and was done incorrectly. We made a mistake and all efforts are being made to redo the calculations and resolve the error as quickly as possible.

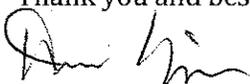
Special Counsel

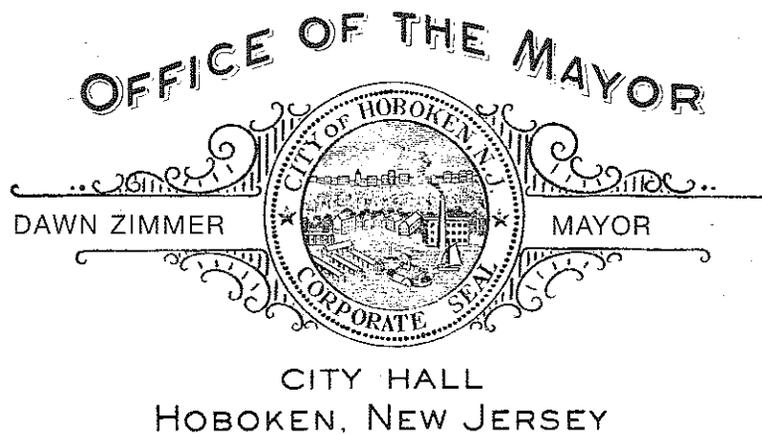
Due to the limited response for land use lawyers, the City has made another request for proposals. Once the responses for this are received, all special counsel recommendations will be put forward to the City Council. However, a time-sensitive matter to protect the City's interests through the final bankruptcy process for the hospital necessitates a final contract with Mr. Hollander.

Jersey Shore Spin-off Film Permit Request

Based on protecting public safety and quality of life concerns for Hoboken residents, the City has denied a film permit for a spin-off of the Jersey Shore to be filmed in public locations. Please see the attached letters which explain the reasons for this decision. The applicant has been advised that they do have a right to appeal the Film Commission's decision to the City Council.

Thank you and best regards.


Mayor Zimmer



January 31, 2012

Dear Mr. Bianco,

Thank you for providing an overview of the proposed spin-off for the "Jersey Shore" in Hoboken during a meeting last week with our City's Film Commission, Police Chief, and Director of Public Safety. After careful deliberation, the members of the Film Commission, including representatives from Health & Human Services, Environmental Services, and the Administration, with input from our public safety officials, have determined that in the interest of public safety and quality of life, the permit application for 495 Productions/MTV's production of the Jersey Shore spin-off has been denied. Under the film permit process, you have the right to appeal this decision to the City Council (Please see the attached letter from the Film Commission for further explanation of this decision).

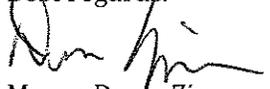
In addition to the question of whether or not to provide a film permit, our meeting with you raised some serious concerns. During the meeting, members of the Commission, myself included, asked many questions about the impact that the Jersey Shore has had on other communities, along with the process that 495 Productions has followed in those communities.

We were extremely surprised to learn during our meeting with you that 495 Productions filmed in public areas without a required film permit in one location. You explicitly stated that the permit was not granted and instead informal "verbal agreements" were made involving payments to individuals.

As the mayor of a community that has experienced significant corruption in the recent past, I write to put you, 495 Productions, MTV, and Viacom on formal notice that there will be zero tolerance for this kind of approach in the City of Hoboken. Any attempts to film in a manner that is not permitted without a permit will be dealt with immediately and aggressively by the City of Hoboken.

Please be advised that no City official or City employee has the authority to provide any verbal authorizations to film in public areas. The offering or acceptance of any payments or compensation of any kind by such employees or officials is a criminal offense.

Best regards.



Mayor Dawn Zimmer

Cc: Stephen Friedman, President, MTV
George Cheeks, Co-General Counsel, MTV
Mark Tabakin, Corporation Counsel, City of Hoboken
Hoboken Film Commission members
Hoboken City Council members

CITY OF HOBOKEN

Local Film Commission



January 31, 2012

TO: 495 Productions, Inc. Burbank Blvd. Burbank, CA
FROM: City of Hoboken Local Film Commission
RE: Permit to Film Application: 495 Productions

We are writing to advise you of our decision to deny the film permit application dated January 4th, 2012 received from Amy Griggs representing 495 Productions, Inc., Burbank Blvd. Burbank, CA.

On Tuesday, January 24th, 2012, a meeting of the Hoboken Local Film Commission was held at the Mayor's Conference Room in Hoboken City Hall to discuss a proposed production by *495 Productions* of an untitled television series. The meeting was attended by members of the Hoboken Film Commission: Mayor Dawn Zimmer, as a representative of the Administration, Director Leo Pellegrini from the Department of Health and Human Services, and Maritza Emanuelli from the Department of Environmental Services along with representatives of 495 Productions (Mr. Jim Bianco, 4222 Burbank Boulevard, Burbank, California). The purpose of this meeting was to gather information regarding the proposed production and to assess if granting the permit would be in the interest of the health, safety and welfare of the community.

The Commission heard Mr. Bianco of 495 Productions describe the production concept including the general organizational themes and logistical structures. He explained that this is a "reality based" series of programs that would require about 700 hours of film to produce a single hour of broadcast programming. The production would require that filming both interior and exterior locations take place on an "ad hoc" or unscripted and unpredictable basis and would follow the daily activities of two well-known reality television celebrities through the City of Hoboken. It would include an apartment where the two would reside, and crews would follow and film them throughout the day and evening. The proposed 24-hour filming permit would violate the provisions of Hoboken 97-3 sec. E. which prohibits filming after 11:00pm in a residential area, which includes

virtually all of the City of Hoboken.

Mr. Bianco explained that his company had prior experience in New Jersey, Miami and in Italy and that local authorities had expressed reservations about the production within their cities at each place.

Hoboken Chief of Police Anthony Falco also was present at the meeting. Chief Falco has personal and professional experience with film production management and spoke with insight and authority on this subject. The Chief cited a litany of potential public safety problems associated with such an unstructured production as was proposed. While film production generally is well organized in advance and film locations and sites carefully selected and prepared well in advance of filming, there would be little to no such site control in this instance. This factor alone makes public safety planning almost impossible.

Hoboken is geographically a very small city, which makes it very easy to get to any location quickly. Onlookers and fans would find it very easy to follow the production through the streets of Hoboken. Furthermore, in this age of instant communication, the whereabouts of the film crew and cast would be known by the public on a virtual minute-by-minute basis, making crowd and traffic control impossible. The density of our city does not lend itself to 24-hour activity as would be experienced by our citizens.

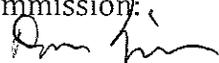
All the locations considered for filming are located in the midst of residential properties, apartments, condos and townhouses. The commercial production of this scale would take place on the very doorsteps and beneath the windows of our citizens, unnecessarily degrading their quality of life.

Finally, based on the Commissions' collective experience and knowledge of the very active nightlife scene in Hoboken, the constant presence of such a production would be an attractive nuisance causing crowds to assemble at every hour of the day and night, additional traffic congestion, the attendant noise associated with large public gatherings and unacceptable lessening of the quality of life for the local residents and businesses.

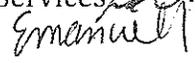
Based on all the evidence provided by the production company and Chief Falco, the Commission unanimously agreed to deny the application based on the negative impact it would have on the health, safety and welfare of our community.

Respectfully,

Hoboken Local Film Commission:

Dawn Zimmer, Mayor 

Leo Pellegrini, Director, Department of Health and Human Services 

Maritza Emanuelli, Department of Environmental Services 

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
FEBRUARY 1, 2012**

TAXI, LIVERY, AND LIMOUSINE DRIVERS
(SEE ATTACHED)

VENDORS: (\$100.00) 1 ITEM

JOHN EARL
2 MARINE VIEW PLZ #6C
HOBOKEN NJ 07030

RAFFLES: (\$20.00 PER DRAW) 1 ITEM

ST. FRANCIS HOLY NAME SOCIETY RA1388
308 JEFFERSON ST. JUNE 13, 2012
HOBOKEN NJ 07030 1 DRAW

PARKING FACILITIES 4 ITEMS

GALAXY LAUNDROMAT, LLC (\$150.00 (LESS THAN 8 CARS))
529 MONROE ST
AT 529 MONROE ST
HOBOKEN NJ 07030

CENTRAL PARKING SYSTEMS OF NJ INC (\$300.00) AT 77 PARK AVE
180 WASHINGTON ST
NEWARK NJ

CENTRAL PARKING SYSTEM OF NJ INC (\$300.00) AT 50 BLOOMFIELD ST
180 WASHINGTON ST
NEWARK NJ

CENTRAL PARKING SYSTEMS OF NJ INC (\$300.00) AT 1 WASHINGTON ST
180 WASHINGTON ST
NEWARK NJ

MUSIC MACHINES **(\$75.00 EA.)** **1 ITEM**

VYEKOSLAV FATOVIC
T/A MARIO'S BAR
301 PARK AVE
HOBOKEN NJ 07030

MISCELLANEOUS LICENSES

DRIVERS

(10 ITEMS @ \$75.00)

LUIS MOJICA	27 JEFFERSON AVE, JERSEY CIY, NJ	LIMO
ALFREDO SANTOS	64 GLENWOOD AVE, JERSEY CITY, NJ	LIMO
ALEX PENA	120 36 TH ST, UNION CITY, NJ	LIMO
ADLY FARAG	111 GARRISON AVE, JERSEY CITY, NJ	TAXI
ASHRAF ISRAEIL	1812 KENNEDY BLVD, JERSEY CITY, NJ	TAXI
JAIRON BEATO-CRUZ	15 STORMS AVE, JERSEY CITY, NJ	LIMO
JUNIOR DESALAS	61 CONCORD ST, JERSEY CITY, NJ	LIMO
CARLOS MATALLANA	906 80 TH ST, NORTH BERGEN, NJ	BOTH
HENRY BARRAGAN	136 NEW YORK AVE, NEWARK, NJ	LIMO
NOUREDINNE ELAABADI	91 LOGAN AVE, JERSEY CITY, NJ	TAXI

10 DRIVERS

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM BUSINESS ADMINISTRATION	OPERATING	CY-01050	JERSEY JOURNAL	NOTIFICATION OF AGENDA	\$ 410.34
		CY-04632	PREMIER TECHNOLOGY SOLUTIONS	IT TECHNICAL SUPPORT	\$ 6,930.00
		CY-04657	METROPOLITAN COFFEE SERVICE	ONE CASE BROWN GOLD COFFEE	\$ 160.00
		CY-04739	PREMIER TECHNOLOGY SOLUTIONS	TECHS ON SITE - NOV. 2011	\$ 3,045.00
		CY-04741	PREMIER TECHNOLOGY SOLUTIONS	PARTS INSTALLED IN NOV 2011	\$ 260.25
		CY-04743	GOVCONNECTION, INC.	BACK-UP SYSTEM FOR HEALTH DEPT	\$ 989.14
		CY-04762	STAR LEDGER	AD FOR SPECIAL LAW ENF OFFICER	\$ 834.00
		CY-04792	SHI	REVERSE 911 SYSTEM	\$ 15,000.00
ADM FINANCE SUPERVISORS OFF	OPERATING	CY-05062	PREMIER TECHNOLOGY SOLUTIONS	TECHS ON SITE NOV & DEC	\$ 5,467.50
		CY-04176	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 3,969.81
		CY-04637	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 6,037.47
		CY-04638	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 2,457.84
		CY-04809	FERRAIOLI, WIELKOTZ, CERULLO &	PROFESSIONAL SERVICES	\$ 6,000.00
		CY-05027	M&T INVESTMENT GROUP	PAYING AGENT FEE	\$ 2,500.00
		CY-05029	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 2,515.59
		CY-05030	AUTOMATIC DATA PROCESSING	ADP TLM-EZ-LABOR MANAGEMENT	\$ 2,771.47
ADM GRANTS MANAGEMENT	TRUST	CY-03853	HOBOKEN POLICE SUPERIOR	QTR ENDED 9/30/11 OEP DUES	\$ 2,444.00
		CY-05084	HOBOKEN PBA LOCAL 2 #12	QTR ENDED 12/31/11 OEP DUES	\$ 14,592.00
ADM GRANTS MANAGEMENT	GRANT	12-00054	BOSWELL ENGINEERING	MULTI SVC CENTER ADA RESTROOMS	\$ 8,626.73
		12-00055	BOSWELL ENGINEERING	MULTI SERVICE ADA BATHROOMS	\$ 4,149.73
		12-00056	BOSWELL ENGINEERING	HVAC REHAB MULTI SVC CENTER	\$ 4,242.06
ADM LEGAL ADVERTISING	OPERATING	CY-04712	JERSEY JOURNAL	LEGAL ADS FOR 11/11	\$ 3,184.92
ADM MAYOR'S OFFICE	OPERATING	CY-04167	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 34.07
		CY-04658	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 140.34
		CY-04659	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 123.34
ADM MUNICIPAL COURT	OPERATING	CY-04311	W.B. MASON CO., INC.	PRINTER CARTRIDGE	\$ 225.99
		CY-05017	KELLY AUSTIN, JMC	SERVICES RENDERED	\$ 300.00
ADM MUNICIPAL COURT/POAA	TRUST	CY-02290	PITNEY BOWES	AUTOMATIC LETTER OPENER	\$ 2,583.00
ADM MUNICIPAL COURT/POAA TRUST	TRUST	CY-04168	GRAMCO BUSINESS COMMUNICATIONS	SOUND SYS. UPGRADE F/COURTROOM	\$ 3,299.00
ADM MUNICIPAL COURT-POAA A/C	TRUST	CY-04646	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,672.83
ADM OEM	OPERATING	CY-04486	W.B. MASON CO., INC.	PRINTER CARTRIDGES-OEM	\$ 47.80
		CY-04612	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 187.83
		CY-04722	WILLIAM J. LEMP	UNIFORM	\$ 50.99
		12-00005	UNIVERSAL MAILING SERVICE	RESIDENT RENEWAL MAILERS	\$ 3,891.24
ADM PARKING UTILITY	PARKING UTILITY	12-00033	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 310.00
		12-00035	P.S.E.& G. COMPANY	GARAGE UTILITIES - DEC. 2011	\$ 22,366.11
		12-00036	AT&T MOBILITY	MULTI METER SERVICE - 12/11	\$ 535.87
		12-00037	PAETEC COMMUNICATIONS INC.	LD/TOLL CHARGES	\$ 208.60
		12-00038	EXXONMOBIL FLEET/GECC	FUEL - DECEMBER 2011	\$ 193.06
		12-00039	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL - DEC. 2011	\$ 32.23

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM PARKING UTILITY	PARKING UTILITY	12-00040	VERIZON	PHONE,ALARM,COMPUTER - 12/11	\$ 1,458.97		
		12-00105	P.S.E.& G. COMPANY	ELECTRIC. 5 HUDSON TAXI STAND	\$ 37.93		
		12-00116	IAN SACS	REIMBURSEMENT - 5 SCANNERS	\$ 1,941.30		
		CY-02361	CONTROL TECHNIQUES AMERICAS	REPAIRS-916 GARDEN EQUIPMENT	\$ 3,620.00		
		CY-03199	ARCOLA SALES & SERVICE CORP	PARTS FOR H-2 REPAIRS	\$ 713.32		
		CY-04261	DERO BIKE RACK CO.	REPAIR STATIONS	\$ 1,313.78		
		CY-04510	W.B. MASON CO., INC.	SUPPLIES/MAINTENANCE DEPT.	\$ 74.51		
		CY-04512	FCA LIGHTING	HEATERS/GARAGES B & MIDTOWN	\$ 734.00		
		CY-04515	RICOH AMERICAS CORPORATION	METER READING-PRINTER	\$ 7.28		
		CY-04524	MATERA'S NURSERY	SNOW BLOWER	\$ 1,075.00		
		CY-04529	MATERA'S NURSERY	REPAIRS TO SNOW BLOWER	\$ 470.85		
		CY-04682	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 109.65		
		CY-05003	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 302.42		
		CY-05006	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 1,411.70		
		CY-05008	METROPOLITAN COFFEE SERVICE	WATER COOLER BOTTLES	\$ 48.00		
		CY-05010	CHEVROLET OF JERSEY CITY	PARTS FOR HPU VEHICLE (H-1)	\$ 84.74		
		CY-05011	BUY WISE AUTO PARTS	PARTS FOR HPU VEHICLE	\$ 553.92		
		CY-05012	CHEVROLET OF JERSEY CITY	PARTS FOR HPU VEHICLE (H-3)	\$ 1,733.17		
		CY-05014	KEVCO ELECTRIC INC.	ELECTRICAL SERVICES - 9/11	\$ 1,401.00		
		CY-05015	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 311.77		
		ADM SPECIAL COUNSEL	OPERATING	CY-01290	VICTOR A. AFANADOR, ESQ.	SPECIAL COUNSEL RENT LEVELING	\$ 24,980.92
		ADM TAX ASSESSOR	OPERATING	CY-03223	M.G.L. FORMS-SYSTEMS LLC	2012 TAX BINDERS	\$ 1,132.05
		ADM/CITY CLERK	OPERATING	CY-04652	RICHARD PARKER	VENDOR LICENSE REFUND	\$ 100.00
ADM/CONSTRUCTION CODE	OPERATING	12-00098	JERSEY PROFESSIONAL MANAGEMENT	MANAGEMENT SPECIALIST CONSTRUC	\$ 3,187.50		
		12-00099	JERSEY PROFESSIONAL MANAGEMENT	MANAGEMENT SPECIALIST SERVICES	\$ 1,275.00		
		12-00100	JERSEY PROFESSIONAL MANAGEMENT	MANAGEMENT SPECIALIST SERVICES	\$ 3,527.50		
		CY-04572	W.B. MASON CO., INC.	SUPPLIES FOR OFFICE	\$ 195.86		
		12-00097	TREASURER, STATE OF NEW JERSEY	STATE TRAINING FEES COLLECTED	\$ 15,921.00		
		ADM/CORPORATION COUNSEL	OPERATING	12-00007	HUDSON COUNTY REGISTER	DEED FOR THE DEP	\$ 133.00
				12-00166	THE PMA INSURANCE GROUP	INSURANCE PAYMENT	\$ 25,732.13
				CY-04708	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 48,753.92
				CY-04716	US PACK LOGISTICS, LLC	DELIVERY	\$ 213.40
				CY-04719	VINCENT J. LAPAGLIA	WILLOW ONE V. COH	\$ 900.00
CY-04753	WEST GROUP			INFORMATION CHARGES	\$ 378.63		
CY-04785	GANN LAW BOOKS			GANN LAW BOOKS	\$ 402.00		
CY-04820	MCMANIMON & SCOTLAND, LLC	PROFESSIONAL SERVICES	\$ 7,446.60				
CY-04835	PAUL CONDON, ESQ.	STATE V. IAN SACS	\$ 5,850.00				
CY-05038	ADAM B REISMAN, ATTY AT LAW	CONFLICT MUNICIPAL PUBLIC DEF.	\$ 150.00				
CY-05042	FLORIO & KENNY LLP	PROFESSIONAL SERVICES	\$ 675.00				
CY-05043	FLORIO & KENNY LLP	PROFESSIONAL SERVICES	\$ 3,790.02				

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM/CORPORATION COUNSEL	OPERATING	CY-05046	THE BUZAK LAW GROUP LLC	LEGAL SERVICES	\$ 3,729.84
		CY-05048	THE BUZAK LAW GROUP LLC	LEGAL SERVICES	\$ 2,520.00
		CY-05051	THE BUZAK LAW GROUP LLC	LEGAL SERVICES	\$ 3,404.60
		CY-05056	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 51,460.31
		CY-05060	HOBOKEN MESSENGER SERVICE	RUSH DELIVERY	\$ 196.00
		CY-05061	FLORIO & KENNY LLP	BILLING	\$ 961.90
CAPITAL	CAPITAL	12-00136	BOSWELL ENGINEERING	CASTLE POINT	\$ 97,312.87
CAPITAL ACCOUNT	CAPITAL	11-00390	TOMCO CONSTRUCTION, INC.	HOBOKEN COVE REMEDIATION	\$ 185,839.63
		CY-05094	TILCON NEW YORK	STREET IMPROVEMENTS BID 11-10	\$ 164,318.46
CD DIRECTOR'S OFFICE	OPERATING	12-00051	WALLACE ROBERTS & TODD	NJ TRANSIT TERMINAL/RAIL YARDS	\$ 11,290.00
		12-00052	MARAZITI, FALCON & HEALEY	SJP AGREEMENT ADMINISTRATION	\$ 6,401.00
		CY-05041	W.B. MASON CO., INC.	SUPPLIES CD OFFICES	\$ 160.00
		CY-05050	W.B. MASON CO., INC.	SUPPLIES CD OFFICES	\$ 138.47
		CY-04089	PHAROS ENTERPRISES, LLC	ADA RESTROOM IMPROVEMENTS MSC	\$ 25,427.98
CD GRANTS MANAGEMENT	GRANT	CY-04791	MASER CONSULTING	PROFESSIONAL SERVICE	\$ 11,945.00
CD MLUL PB ESCROW ACCTS	ESCROW	CY-04304	LUMBER REALTY	RETURN DEVELOPERS ESCROW	\$ 2,378.11
CD MLUL ZBA ESCROW ACCTS	ESCROW	CY-04688	H2M GROUP	PROFESSIONAL SERVICES	\$ 1,893.99
		CY-04690	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	\$ 1,330.00
		CY-04788	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	\$ 910.00
		CY-04639	KAUFMAN, BERN & DEUTSCH, LLP	PROFESSIONAL SERVICE	\$ 105.00
CD MLUL ZONING BD OF ADJ	OPERATING	CY-04639	KAUFMAN, BERN & DEUTSCH, LLP	PROFESSIONAL SERVICE	\$ 105.00
ES CENTRAL GARAGE	OPERATING	12-00147	JERSEY PROFESSIONAL MANAGEMENT	PROFESSIONAL SERVICES RENDERED	\$ 20,251.25
		CY-04146	MODERN HANDLING EQUIPMENT OF	REPAIR HYSTER H100F FORK LIFT	\$ 1,060.08
		CY-04244	MATERA'S NURSERY	CHAIN SAW CG	\$ 320.00
		CY-05032	CHEVROLET OF JERSEY CITY	PARTS P.D. VEHICLE #135	\$ 8.64
		CY-05036	ELECTRONIC SERVICE SOLUTIONS	RADIO REPAIR CG	\$ 374.00
		CY-05077	KLINGER TIRE & SERVICE CO.	FLAT REPAIR TRK #173	\$ 130.00
		CY-04687	CLEAN ALL TECH. CORP.	GARBAGE BAGS	\$ 3,182.40
		12-00158	QUENCH USA, LLC	WATER UNITS RENTAL	\$ 745.00
		CY-01654	QUALITY PLUMBING & HEATING	WATER HEATER F.D.	\$ 1,800.00
		CY-02873	ENVIRONMENTAL CLIMATE CONTROL	AC REPAIR CITY HALL	\$ 2,375.00
ES CLEAN COMMUNITIES	OPERATING	CY-04221	QUALITY PLUMBING & HEATING	REPLACE CLEANOUT FITTINGS CG	\$ 2,400.00
		CY-04239	JOHN A. EARL CO.	PAPER SUPPLIES CITY HALL	\$ 3,242.00
		CY-04554	JOHN A. EARL CO.	PAPER SUPPLIES MSC	\$ 1,273.30
		CY-04625	RICHARD DUNKIN	SEWER CLOG 8TH CLINTON F.HOUSE	\$ 330.00
		CY-04645	JOHN A. EARL CO.	SUPPLIES MSC	\$ 234.26
		CY-05028	FCA LIGHTING	NEW LINE DIR. LISTONS OFFICE	\$ 325.00
		CY-05033	QUALITY PLUMBING & HEATING	SEWER CLOG 13TH ST. FIRE HOUSE	\$ 750.00
		CY-05034	QUALITY PLUMBING & HEATING	SEWER CLOG 8TH ST. FIRE HOUSE	\$ 975.00
		CY-05035	ENVIRONMENTAL CLIMATE CONTROL	CALL FOR NO HEAT 13TH ST.FD	\$ 468.00
		CY-05074	TREE BARN	XMAS DECO'S CITY HALL	\$ 825.00

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ES ROADS	OPERATING	12-00104	EM NET, LLC	TRAFFIC CONTROL OCTOBER 2011	\$ 1,040.00		
		CY-04395	HOBOKEN GLASS COMPANY	SIDE MIRROR PLOW #350	\$ 35.00		
		CY-04606	MODERN HANDLING EQUIPMENT OF	REPAIR FORKLIFT HYSTER 100F	\$ 2,985.00		
		CY-04653	DAVES AUTO PARTS & ACCESSORIES	BRAKE LINE SNOW TRUCK #196	\$ 11.24		
		CY-04655	BUY WISE AUTO PARTS	BLOWER ASSEMBLIES SNOW PLOWS	\$ 201.51		
		CY-05037	BEYER BROTHERS CORP.	PARTS TRK. #174 ROADS	\$ 142.38		
		CY-05075	CITY PAINT AND HARDWARE	BLACKTOP PATCH CITY WIDE	\$ 818.37		
GRANTS MANAGEMENT	GRANT	12-00053	BOSWELL ENGINEERING	2011 ROAD PROGRAM	\$ 6,243.75		
HS BD OF HEALTH	OPERATING	CY-04346	MERIT TROPHIES INC.	VENDOR LICENSE PLATES/DECALS	\$ 882.50		
		CY-04545	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 151.24		
		CY-04661	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL NOVEMBER 2011	\$ 5,416.00		
		CY-05016	HUDSON REPORTER ASSOC LP	ADVERTISEMENT - RABIES CLINIC	\$ 344.40		
		CY-05071	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. DEC. 2011	\$ 5,416.00		
		CY-05081	W.B. MASON CO., INC.	WALL CALENDAR FOR VITAL STAT.	\$ 11.21		
	TRUST	TRUST	CY-04544	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 173.76	
			CY-04422	STAR LEDGER	ADVERTISEMENT - CRAFT FAIR	\$ 1,372.44	
			CY-04589	TIME OUT NEW YORK	HOLIDAY CRAFT FAIR AD	\$ 494.96	
			CY-04599	SKYLINE GRAPHIC MANAG. INC.	BANNERS FOR CRAFT FAIR	\$ 128.00	
HS CULTURAL AFFAIRS	TRUST	CY-04601	W.B. MASON CO., INC.	CARD STOCK FOR CRAFT FAIR	\$ 86.00		
		CY-04663	SKYLINE GRAPHIC MANAG. INC.	STICKER FOR BANNER	\$ 19.00		
		CY-05022	MOLLY GALLENTINE	OFFICE ASSISTANCE	\$ 799.50		
		CY-05025	JARED CREAN	SOUND ASSISTANCE	\$ 75.00		
		CY-05085	HASHWAY'S DELI & CATERING	CATERING SERVICES	\$ 500.00		
		HS HOUSING INSPECTION	OPERATING	CY-04542	JOSEPH GROSSI	REIMBURSEMENT FOR LICENSE FEES	\$ 65.00
				CY-04665	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 161.62
				CY-05023	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 146.45
				HS PARKS	O M FUND	CY-04321	RELIABLE TREE SERVICES
		CY-05052	D'ONOFRIO & SON, INC.			LANDSCAPE MAINTENANCE	\$ 1,536.55
CY-05053	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00				
CY-05089	FCA LIGHTING	LIGHT BULBS	\$ 574.80				
OPERATING	CY-03496	JOHN A. EARL CO.	PAPER TOWEL/TOILET PAPER PARKS		\$ 1,288.44		
	CY-04319	MATERA'S NURSERY	2 STIHL SAWS (16" & 20")		\$ 620.00		
	CY-04321	RELIABLE TREE SERVICES	TREE SERVICES		\$ 2,900.00		
	CY-04617	RICHARD DUNKIN	SNAKE OUT LINE LITTLE LEAGUE		\$ 130.00		
HS RECREATION	OPERATING	CY-05054	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00		
		CY-05055	MAC PEST CONTROL	MONTHLY PEST/RODENT CONTROL	\$ 400.00		
		12-00184	MARDI GRAS SPIRIT EVENT	CHEERLEADING COMPETITION REG.	\$ 3,725.00		
		CY-04699	GEORGE RIVERA	FOOTBALL TO NORTH BERGEN	\$ 96.00		
		CY-04700	W.B. MASON CO., INC.	ELECTRIC STAPLER & STAPLES	\$ 87.34		
		CY-04664	LUIS ACEVEDO	PROGRAM COORDINATOR	\$ 120.00		

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS RECREATION	TRUST REC FEES	12-00132	ANIFASHION	T-SHIRTS FOR BASKETBALL LEAGUE	\$ 270.00		
		12-00133	CHRISTOPHER JENNEWEIN	ADULT BASKETBALL WEB HOSTING	\$ 125.00		
		12-00134	ANDREW IMPASTATO	REFEREE - ADULT BB LEAGUE	\$ 90.00		
		CY-04547	NANCY CARNEVALE	REIMBURSEMENT OF REG. FEE	\$ 25.00		
		CY-04694	NCSA	OUTSTANDING BALANCE	\$ 14.23		
		CY-05068	STAN'S SPORT CENTER	BB EQUIPMENT - SMALL FRY DIV.	\$ 4,202.50		
		CY-05069	STAN'S SPORT CENTER	BB EQUIPMENT (MIDDLE DIVISION)	\$ 4,080.50		
		CY-05070	STAN'S SPORT CENTER	BB EQUIPMENT - GRAMMAR DIV.	\$ 3,700.50		
		HS RENT LEVELING/STABILIZATION	OPERATING	10-03266	MATEO J. PEREZ	RENT LEVELING BOARD ATTORNEY	\$ 3,637.50
HS SENIOR CITIZEN PROGRAM	OPERATING	CY-04586	MONROE THEATRESPACE	THEATER TICKETS FOR SENIORS	\$ 650.00		
PS FIRE	HAZMAT OPERATING	CY-03999	ARGUS-HAZ CO	HAZMAT CALIBRATION	\$ 527.90		
		CY-03840	CAMPBELL SUPPLY CO.	WINDOW REPAIR	\$ 853.34		
		CY-04389	ABSOLUTE FIRE PROTECTION	LADDER 2 REPAIRS	\$ 3,986.57		
		CY-04391	CLIFFSIDE BODY CORP.	REPAIRS	\$ 403.20		
		CY-04535	ABSOLUTE FIRE PROTECTION	EMERGENCY REPAIRS - RESCUE 1	\$ 1,357.79		
		CY-04563	BEYER BROTHERS CORP.	REPAIRS TO ENGINE 1	\$ 1,747.74		
		CY-04671	LOGAN TOWING AUTOMOTIVE INC	RELOCATE CONTAINERS	\$ 1,950.00		
		CY-04702	PROCOMM SYSTEMS	EMERGENCY REPAIR	\$ 1,150.00		
		CY-04703	KLINGER TIRE & SERVICE CO.	FLAT REPAIR	\$ 10.00		
		CY-04713	AAA EMERGENCY SUPPLY CO.	REPAIRS TO THERMAL CAMERA	\$ 687.75		
		CY-04714	PREMIER TECHNOLOGY SOLUTIONS	COMPUTER	\$ 495.00		
		CY-04715	TURNOUT FIRE AND SAFETY	REPAIRS TO GEAR	\$ 42.99		
		CY-05020	INTERSTATE BATTERIES	BATTERY	\$ 97.95		
		CY-05031	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95		
		PS FIRE SAFETY	FIRE ED	CY-04152	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 204.14
				CY-04641	CITY PAINT AND HARDWARE	CLEANING SUPPLIES	\$ 160.68
		PS HAZMAT	HAZMAT	CY-02957	DIVISION OF STATE POLICE	CALIBRATION OF EQUIPMENT	\$ 565.00
PS POLICE	OPERATING	CY-00349	VERIZON WIRELESS SERVICES LLC	MONTHLY LAPTOP WIRELESS SVC.	\$ 771.42		
		CY-04350	SOMES WORLD-WIDE UNIFORMS	AWARDS	\$ 505.00		
		CY-04351	GOES LITHOGRAPHING CO.	AWARDS	\$ 1,400.44		
		CY-04376	DRAEGER SAFETY DIAGNOSTICS	ALCOTEST RE-CALIBRATION	\$ 142.00		
		CY-04559	FLASH TECH COMPUTERS	COMPUTER MONITORS	\$ 639.96		
		CY-04623	NATIONAL LAW ENFORCEMENT SUPPL	INVESTIGATIVE SUPPLIES	\$ 174.65		
		CY-04728	P.O. DANIEL SIMONE III	TUITION REIMBURSEMENT 2011	\$ 1,496.00		
		CY-04729	DENVILLE PBA #142	IN-SVC TRAINING SEMINAR	\$ 150.00		
		CY-04730	DE LAGE LANDEN PUBLIC FINANCE	MONTHLY LEASE PAYMENT	\$ 567.64		
		CY-04731	ENTERPRISE CONSULTANTS	DEPT TELEPHONE SYST REPAIRS	\$ 75.00		
		CY-04732	FOLEY INCORPORATED	REPAIRS TO DEPT POWER GENERATO	\$ 1,260.94		
		CY-04733	FOLEY INCORPORATED	REQUIRED GENERATOR MAINTENANCE	\$ 759.89		
		CY-04734	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICES	\$ 242.00		

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 1, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
PS POLICE	OPERATING	CY-04735	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICES	\$ 220.00
		CY-04737	BAYONNE PBA LOCAL #7	FALL 2011 RANGE USE	\$ 1,800.00
		CY-04738	GRAINGER, INC	EQUIPMENT	\$ 448.21
		CY-04887	P.O. JILL COSTELLO	TUITION REIMBURSEMENT	\$ 1,224.00
		CY-04888	P.O. ANTHONY RUSSO	TUITION REIMBURSEMENT	\$ 1,500.00
		CY-05018	ENTERPRISE CONSULTANTS	JAIL CELL MONITORING SYSTEM	\$ 1,875.00
		CY-05019	ENTERPRISE CONSULTANTS	MODIFICATIONS TO TELEPHONE SYS	\$ 1,440.00
		CY-05082	W.B. MASON CO., INC.	SUPPLIES-PD	\$ 389.70
UNCLASS/COMPUTER TECH UPGRADES	OPERATING	CY-04087	GOVCONNECTION, INC.	PRINTER FOR ENV. SERVICES	\$ 594.81
UNCLASSIFIED	OPERATING	CY-04648	GOVCONNECTION, INC.	PHASER 3600DN LASER PRINTER	\$ 371.39
		12-00144	THE PMA INSURANCE GROUP	TAKEOVER CLAIMS HANDLING FEE	\$ 10,000.00
		12-00145	THE PMA INSURANCE GROUP	WORKERS COMP INSURANCE 12/2011	\$ 135,639.09
		CY-00006	MILE SQUARE TOWING	CY2011 TOWING SERVICES	\$ 750.00
		CY-00023	VERIZON	CY2011 PHONE SERVICE	\$ 11,783.57
		CY-00024	VERIZON WIRELESS	CY2011 CELL SERV-MAYOR	\$ 68.33
		CY-00025	OCE IMAGISTICS	CY2011 FAX EQUIP LEASE/MAINT	\$ 144.53
		CY-00026	P.S.E.& G. COMPANY	CY2011 STREET LIGHTING	\$ 65,434.02
		CY-00027	P.S.E.& G. COMPANY	CY2011 ELECTRICITY	\$ 35,262.57
		UNCLASSIFIED ELECTRICITY	OPERATING	12-00137	SOUTH JERSEY ENERGY
		CY-05078	SOUTH JERSEY ENERGY	ELECTRICITY DECEMBER 2011	\$ 1,043.21
UNCLASSIFIED GASOLINE	OPERATING	12-00009	EXXONMOBIL FLEET/GECC	GASOLINE FOR 12/11	\$ 24,701.43
UNCLASSIFIED INSURANCE	OPERATING	12-00006	FALCO, JOAN	CY2012 12 MO PYMTS 11/17/97SR	\$ 438.00
		12-00095	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INSUR. JANUARY 2012	\$ 1,534,617.08
		12-00106	BLUE CROSS BLUE SHIELD NJ (D)	DENTAL INSURANCE JAN 2011	\$ 47,206.38
UNCLASSIFIED POSTAGE	OPERATING	12-00008	POSTMASTER, NEWARK	POSTAGE - CITYWIDE MAILER	\$ 4,130.07
UNCLASSIFIED TELEPHONE	OPERATING	CY-04484	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENACE 11/11	\$ 1,000.00
UNCLASSIFIED/STATIONERY	OPERATING	CY-03555	W.B. MASON CO., INC.	FURNITURE FOR PAYROLL OFFICE	\$ 3,275.16
		CY-04225	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 120.00
		CY-04538	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 335.40
Grand Total					\$ 2,876,645.58

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:

05-Jan-12	TO	18-Jan-12	Paydate	1/25/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	1-01-20-105	6,365.95	0.00	0.00	6,365.95
MAYOR'S OFFICE	1-01-20-110	9,882.70	0.00	0.00	9,882.70
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	11,311.47	0.00	0.00	11,311.47
ABC BOARD	1-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	1-01-20-114	5,594.73	593.40	500.00	6,688.13
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,998.69	222.48	1,750.00	16,971.17
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	24,489.55	0.00	500.00	24,989.55
ACCOUNTS/CONTROL	1-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	1-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	1-01-20-145	9,017.10	0.00	2,125.00	11,142.10
ASSESSOR'S OFFICE	1-01-20-150	13,632.11	0.00	1,200.00	14,832.11
CORPORATE COUNSEL	1-01-20-155	7,083.85	0.00	0.00	7,083.85
COMMUNITY DEVELOPMENT	1-01-20-160	3,980.77	0.00	0.00	3,980.77
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	6,221.54	645.45	3,168.00	10,034.99
INFORMATION TECHNOLOGY	1-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	1-01-21-186	4,740.65	0.00	0.00	4,740.65
HOUSING INSPECTION	1-01-21-187	5,609.85	370.17	0.00	5,980.02
CONSTRUCTION CODE	1-01-22-195	18,063.37	0.00	700.00	18,763.37
POLICE DIVISION	1-01-25-241	544,963.07	12,471.16	62,861.34	620,295.57
CROSSING GUARDS	1-01-25-241	12,732.19	0.00	500.00	13,232.19
EMERGENCY MANAGEMENT	1-01-25-252	8,705.83	0.00	96.15	8,801.98

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	1-01-25-266	443,695.37	33,154.60	934,122.96	1,410,972.93
STREETS AND ROADS	1-01-26-291-011	25,484.00	4,372.03	1,500.00	31,356.03
ENV SRVCS DIR OFFICE	1-01-26-290	6,783.00	169.50	0.00	6,952.50
RECREATION SEASONAL EMP	1-0128370016	2,690.00	145.29	152.50	2,987.79
CENTRAL GARAGE	1-01-26-301	1,376.42	309.78	0.00	1,686.20
SANITATION	1-01-26-305	22,726.46	2,412.68	500.00	25,639.14
LICENSING DIVISION	1-31-55-501-101	3,813.09	0.00	750.00	4,563.09
HUMAN SRVCS DIR OFFICE	1-01-27-330	6,678.48	0.00	0.00	6,678.48
BOARD OF HEALTH	1-01-27-332	20,382.31	215.27	0.00	20,597.58
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	12,423.55	0.00	500.00	12,923.55
RENT STABILIZATION	1-01-27-347	9,597.57	0.00	0.00	9,597.57
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	12,633.15	0.00	170.00	12,803.15
PARKS	1-01-28-375	18,840.82	692.04	0.00	19,532.86
PUBLIC PROPERTY	1-01-28-377	28,513.19	1,889.81	0.00	30,403.00
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	1-01-43-490	39,829.21	0.00	500.00	40,329.21
PARKING UTILITY	1-31-55-501-101	103,430.19	9,828.77	2,788.28	116,047.24
MUN COURT OVERTIME	T-0340000-037	0.00	2,380.67	0.00	2,380.67
GRANT#	AL-11-10-04-161-NJDHTS	0.00	0.00	0.00	0.00
GRANT#	T0340000003	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-393	0.00	0.00	0.00	0.00
GRANT#	G-02-41-200-PAL	0.00	0.00	1,650.00	1,650.00
GRANT#	T-03-40-000-108	0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
CULTURAL AF AFFAIRS	1-01-271-760-11	2,961.54	0.00	0.00	2,961.54

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

SALARY ADJUSTMENT	1-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	46,945.50	46,945.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	1-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,477,697.22	69,873.10	1,063,133.48	2,610,703.80
					2,610,703.80

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION AWARDS A CONTRACT TO EIC
ASSOCIATES, INC. IN ACCORDANCE WITH BID NO. 11-17 –
CASTLE POINT & SINATRA PARK WATERFRONT
WALKWAY RECONSTRUCTION FOR A TOTAL COST OF
\$7,751,876.00**

WHEREAS, Local Public Contracts Law allows municipalities to publicly bid construction contracts, subject to the statutory requirements therein; and,

WHEREAS, the City of Hoboken published and received bids for Bid No. 11-17 in accordance therewith, for which seven (7) bids were received, with the lowest three bids being:

Bidder	Proposal Amount (City Calculation)
EIC Associates, Inc.	\$7,751,876.00
Trevcon Construction Co., Inc.	\$8,218,653.00
J. Fletcher Creamer & Son, Inc.	\$8,637,824.00

WHEREAS, the City of Hoboken hereby wishes to waive the immaterial informality in EIC Associates, Inc.'s bid relating to the Nuclear Free Hoboken form; and

WHEREAS, the City of Hoboken wishes to award the contract to the lowest responsive, responsible bidder, EIC Associates, Inc. in the amount of \$7,751,876.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$7,751,876.00 is available in the following appropriations _____ in the temporary 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 temporary CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that EIC Associates, Inc. is authorized to provide services and goods to the City as described in the Bid Specifications for Bid No. 11-17, for a total not to exceed amount of \$7,751,876.00 dollars, as follows:

- a) The above recitals are incorporated herein as thought fully set forth at length; and,
- b) 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. Said terms shall be incorporated into the contract:

1. Said contract shall include a liquidated damages clause of \$1,500.00 per day for failure to meet the substantial completion date of December 21, 2012; and
 2. Said contract shall include a non-appropriations clause in accordance with the certification of funds within this resolution; and,
- c) The Mayor, or her designee is hereby authorized to execute the within contemplated agreement, subsequent to submission of a completely responsive Nuclear Free Hoboken Ordinance form by EIC Associates, Inc., and further subject to said form indicating that EIC Associates, Inc. does not engage in activities which violate the City's Nuclear Free Hoboken Ordinance; and,
 - d) The Clerk shall publish and notice this resolution as required by law; and,
 - e) This resolution shall take effect immediately upon adoption; and,
 - f) If execution of the above contemplated contract does not occur by EIC Associates, Inc. within the time allowed by law, the City's award shall be revoked; and,
 - g) The Mayor, or her designee is hereby authorized to execute an agreement for the above references goods and/or services based upon the following information:

EIC Associates, Inc.
 140 Mountain Avenue
 Springfield, New Jersey 07081

Meeting date: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

 Arch Liston
 Business Administrator

 Mark Tabakin
 Corporation Counsel

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

Sponsored By: _____

Seconded By: _____

CITY OF HOBOKEN RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE HOBOKEN ITALIAN FESTIVAL, INC.
TO CONDUCT ITS 86th ANNUAL FEAST IN HONOR OF MADONNA DE
MARTIRI**

WHEREAS, The Hoboken Italian Festival, Inc., with offices at 332 Adams Street, Hoboken has requested permission to conduct their annual Feast in honor of their patron saint, Madonna Dei Martiri for four consecutive days starting on Thursday, September 6, 2012 through and inclusive to Sunday, September 9, 2012 on Sinatra Drive and Sinatra Park, and

WHEREAS, Hoboken Italian Festival, Inc. has indicated its agenda and requirement to successfully conduct the feast;

- (1) To solicit contributions from the general public, to be used solely to pay part of the expenses and religious contributions.
- (2) To have a procession with the statue of “Madonna Dei Martiri” – “Mother of Martyrs” through the streets of Hoboken.
- (3) To install electric lights on Sinatra Drive from the corner of Fourth Street and River Street up to the Union Dry Dock Property.
- (4) To erect a bandstand in Sinatra Park to hold nightly concerts between Thursday, September 6, 2012 through Sunday, September 9, 2012. The hours of live music will be limited to the following schedule: Thursday, September 6th from 5:00 pm to 10:00 pm, Friday, September 7th from 5:00 pm to 11:00 pm, Saturday, September 8th from 12:00 noon to 11:00 pm and Sunday, September 9th from 12:00 noon to 10:00 pm. Recorded music will be permitted at moderate levels and speakers positioned not to disturb area residents and will be discontinued at 11:00 pm. The bandstand will be directed in a northern direction in an effort to minimize the noise levels in the southern waterfront residential areas.
- (5) To erect concession stands and trucks on Sinatra Drive, for vendors of food, novelties, games and rides.
- (6) To hold a raffle to be drawn on Sunday, September 9th, 2012.
- (7) To have a procession through sections of Hoboken which is led by the feast committee, the guest of honor, the band, the statue of the saint and the members of the society and devotees on Saturday, September 8th, 2012 to begin at 10:00 am.
- (8) On Saturday, September 8th, 2012 at about 9:00 pm to shoot a special pyrotechnic fireworks show on the riverfront at Pier A Park, subject to the approval of the U.S. Coast Guard and local Fire Permits.
- (9) To have the streets cleared of all vehicles and traffic, and
- (10) To maintain two lanes of traffic with a minimum of 12 feet for each lane of travel when streets are to be open to traffic.

WHEREAS, That the Signal & Traffic Division prepare the necessary Traffic regulations.

WHEREAS, The City Council of the City of Hoboken endorses this program provided the Hoboken Italian Festival, Inc. secure all the necessary permits, licenses and insurance in a form to be approved by Corporation Counsel;

NOW THEREFORE, BE IT RESOLVED, The City Council hereby grants permission to the Hoboken Italian Festival, Inc. to conduct its feast and fireworks display on the above dates and wishes them success for a happy event subject to the applicant's compliance with all requirements regarding permits, licenses and insurance and further subject to the approval of the U.S. Coast Guard.

Meeting date: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

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 \$50,000.00**

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 City relating to the within services shall be supplemented by a City contract which amends and increases the not to exceed amount by Fifty Thousand (\$50,000.00) Dollars; 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 an emergency need for said service, which is therefore exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

WHEREAS, 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 Special Counsel in the temporary 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 temporary 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, be heretofore amended to increase the not to exceed amount by an additional Fifty Thousand (\$50,000.00) Dollars; an additional amendment to the terms of contract shall be added as follows: said firm shall, on a going forward basis, be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that 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: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE ATTACHED LICENSE AGREEMENT
BETWEEN THE CITY OF HOBOKEN (GRANTEE) AND PARK WILLOW
LLC (GRANTOR)**

WHEREAS, the City has negotiated an License Agreement with Park Willow which is *attached hereto*, for the purpose of docking the Hoboken Fire Department’s marine vehicle; and,

WHEREAS, the attached license agreement describes the terms and conditions of the license; and,

WHEREAS, the City desires to accept the grant of license by Park Willow LLC for the aforementioned purpose, pursuant to the terms and conditions of the attached agreement.

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

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

Meeting date: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

PARK WILLOW LLC
500 International Drive North, Suite 345
Mount Olive, NJ 07828

December 14, 2011

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Ladies and Gentlemen:

We hereby grant you a revocable and non-exclusive license (the "License") for you to use the storage area located at 1412 Park Avenue, Hoboken, New Jersey as shown on Exhibit A attached hereto and incorporated herein (the "Storage Area") for the storage of the Hoboken Fire Department's rescue boat and the performance of routine maintenance on the boat (the "Permitted Use") from the date of this letter through June 4, 2012. This License is conditioned on your agreement to and your compliance with the terms of this letter.

You shall obtain all licenses and permits required by applicable law for the Permitted Use and shall cause the Permitted Use to be in compliance with all applicable laws. Throughout the term of this License and at the end of the term, you shall repair any damage to the Storage Area and leave the Storage Area in the same condition it was in prior to your use, reasonable wear and tear excepted. You may access the Storage Area via the access path and through the rollup door shown on Exhibit A. In no event shall you have access to any other areas of the building other than the Storage Area. Throughout the term of this License and the use of the Storage Area you are not to impede access to the building through the access path or rollup doors shown on Exhibit A. You may not assign this License.

You hereby agree to indemnify, defend and save harmless Park Willow LLC, its members, and their respective officers, directors, agents and employees (collectively the "Indemnitees") from and against all liability (statutory, environmental or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including counsel fees and disbursements) to which any of the same may be subject or suffer by reason of any claim for, any (or alleged) injury to, or death of, any person or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the Permitted Use.

You shall, at your sole cost and expense, procure and maintain, at all times during the term of this License during the aforesaid use of the Storage Area, commercial general liability insurance, with the Indemnitees as additional insureds, with limits of not less than \$1,000,000 for bodily injury or death to any one person and \$3,000,000 for bodily injury or death to any number of persons in any one occurrence, and \$1,000,000 for property damage. At least ten days prior to the date of the Permitted Use, you shall

deliver to the undersigned the original of each insurance policy (or a certificate thereof). All such policies shall be issued by companies reasonably satisfactory to the undersigned. You shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Permitted Use, pursuant to which the insurance company waives subrogation and permits the additional insureds, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to the Indemnitees in respect of any claim (excluding a claim for gross negligence or intentional misconduct) which it might otherwise have against them for loss, damage or destruction with respect to your property by fire or other casualty (including rental value or business interest, as the case may be) occurring as a result of the Permitted Use and normally covered under a fire insurance policy with extended coverage endorsement in the form normally used in respect of similar property in Northern New Jersey.

Please indicate your agreement by signing and returning a copy of this letter.

Sincerely,

PARK WILLOW LLC

By: 
Clark Macheimer
Vice President

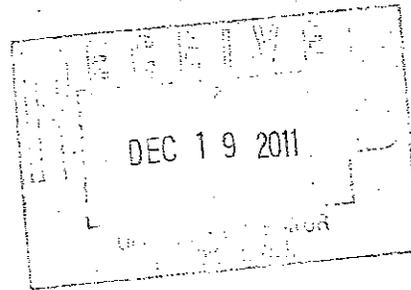
Agreed:

City of Hoboken

By: _____
Name:
Title:



IRONSTATE
OF DEVELOPMENT



December 16, 2011

Via Fax # 201-420-2224

Mr. Arch Liston
Business Administrator
City Hall
94 Washington Street
Hoboken, NJ 07030

RE: Hoboken Fire Department

Dear Mr. Liston:

I understand that the Fire Department of the City of Hoboken has requested permission to dock a new fire rescue boat at the Shipyard Marina. We would be happy to help the City and allow the Fire Department to dock the boat without charge provided the City signs a license agreement with us. We will provide you with a draft of the license agreement early next week. The license agreement will contain customary release, indemnification and insurance provisions. Would you please provide me with details on the boat and when you expect to take possession of the boat?

Very truly yours,

Barbara Off Stack
General Counsel

BOS/gc

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

THIS RESOLUTION CONFIRMS THE CITY OF HOBOKEN’S SUPPORT OF THE HOBOKEN VOLUNTEER AMBULANCE CORPS BY VIRTUE OF A SIX (6) MONTH TOTAL CONTRIBUTION OF TWENTY THOUSAND (\$20,000.00) DOLLARS

WHEREAS, the City Council desires to support the Hoboken Volunteer Ambulance Corps. (HVAC); and,

WHEREAS, the City has the financial ability to make payment for the initial six (6) months of support through its temporary budget, and therefore consents to providing Twenty Thousand (\$20,000.00) Dollars to the Hoboken Volunteer Ambulance Corp., and the City will reconsider the remainder of the available support and any City support of the Hoboken Volunteer Ambulance Corp. for their insurance coverage after the final adoption of the City’s annual budget; and,

WHEREAS, this payment is due during the City’s transition budget period, and is therefore payable from the General Liability line item (201-25-260-020); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 201-25-260-020 in the temporary 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 temporary CY2012 budget; and I further certify that I will review the availability of funds for the remaining support obligations upon adoption of the final CY2012 budget to determine whether certification of funds shall be available for the remaining purpose.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, that Twenty Thousand (\$20,000.00) Dollars, as contribution for operating expenses of the HVAC, will be disbursed to the Hoboken Volunteer Ambulance Corp. at this time, and any additional support obligations or insurance contributions shall be considered after final adoption of the annual municipal budget; and,

BE IT FURTHER RESOLVED, that the \$20,000.00 for this payment is available in the approved Temporary Calendar Year Budget line item appropriation titled, Unclassified, Hoboken Volunteer Ambulance Corps, Account # **201-25-260-020**.

This resolution shall take effect immediately upon passage.

Meeting date: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE ATTACHED SUBGRANT
AGREEMENT BETWEEN THE CITY OF HOBOKEN AND THE PORT
AUTHORITY OF NEW YORK AND NEW JERSEY**

WHEREAS, the Hoboken Fire Department has negotiated a Subgrant Agreement with the Port Authority of New York and New Jersey which is *attached hereto*, for the purpose of obtaining funding for the purchase of a marine vehicle for use by the Hoboken Fire Department; and,

WHEREAS, the attached agreement and attachments describe the terms and conditions of the grant funding, which include an upfront cost by the City of \$364,464.00, which will be reimbursed in full by the Port Authority, subject to the terms and conditions of the Agreement; and,

WHEREAS, the City Council desires to accept the terms and conditions of the attached Subgrant Agreement.

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

- A. This resolution approves the attached Subgrant Agreement between Port Authority of New York and New Jersey and the City of Hoboken, as *attached hereto*;
- B. The Mayor or her agent is hereby authorized to enter into the attached Subgrant Agreement;
- C. This resolution shall take effect immediately upon passage.

Meeting date: February 1, 2012

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

SUBGRANT AGREEMENT
between
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
and
THE CITY OF HOBOKEN, acting by and through the
HOBOKEN FIRE DEPARTMENT
DHS Award Number 2010-PU-T0-K005

CFDA 97.056

This Subgrant Agreement (Agreement) is between The Port Authority of New York and New Jersey (PANYNJ), a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, with offices located at 225 Park Avenue South, New York, New York 10003, and the City of Hoboken, acting by and through the Hoboken Fire Department, (Subgrantee), with offices located at 201 Jefferson Street, Hoboken, NJ 07030 (collectively, the Parties).

WHEREAS, in August 2010, the PANYNJ and United States Department of Homeland Security (DHS) entered into Cooperative Agreements whereby PANYNJ will administer and coordinate the DHS FY 2010 Port Security Grants (PSGP Grant) and agreed to, among other things, act as DHS's Fiduciary Agent;

WHEREAS, the Area Maritime Security Committee and the Captain of the Port designated PANYNJ as fiduciary of the Department of Homeland Security to administer the Grant;

WHEREAS, the Subgrantee submitted a funding request (Investment Justification(s)) to the PANYNJ, through the Port of New York and New Jersey Area Maritime Security Committee (AMSC), for a PSGP Subgrant for the Project(s) described in the Investment Justification(s) (Project(s)); and

WHEREAS, the Project(s) was/were reviewed and recommended for funding by the AMSC on February 10, 2010, and DHS submitted the release of funds for the Project on March 16, 2011.

NOW THEREFORE, the Parties agree as follows:

I. Subgrant

The PANYNJ, for and on behalf of the DHS, will provide federal assistance for the Project(s) consistent with the approved Project Investment Justification(s) and Budget(s) (Attachment A), as follows:

Investment Justification Project Title	Project Cost	Grant Request
Fireboat/ Water Rescue Vessel and Trailer w/ Equipment	\$ 364,464	\$ 364,464

2. **Effective date, term and modifications to this Agreement**

This Agreement will be in effect on the latest date of execution by the Parties and shall terminate on May 31, 2013, unless extended. Any extension or modification of this Agreement must be made in writing and duly executed by both Parties and subject to approval by DHS.

All Project(s) changes, including changes to the funding implementation plan, and allocation for management and administration, shall require the approval of the PANYNJ, which will seek approval from AMSC, Captain of the Port (COTP) and DHS, where required.

3. **Termination**

PANYNJ may, at its sole discretion, terminate this Agreement with respect to the Project(s) if Subgrantee has failed to adhere to the terms, conditions, obligations and requirements of this Agreement. Subject to DHS approval, PANYNJ will provide Subgrantee sixty (60) days to cure the terms, conditions, obligations or requirements that the PANYNJ claims the Subgrantee has failed to adhere to.

4. **Program Requirements and Subgrantee's obligations**

(A) The Subgrantee hereby agrees to comply with all federal, state and local laws and regulations that apply to the Project(s) and the PSGP Grant.

(B) **The Subgrantee is required to read and conform to all requirements of the Port Security Grant Program Application and Guidance for FY-2010, and hereby certifies that it accepts those requirements as binding. The Port Security Grant Program Application and Guidance is available from the Subgrantor upon request, or on-line at:**

http://www.fema.gov/pdf/government/grant/2010/fy10_psgp_guidance.pdf

(C) Subgrantee shall comply with and execute, simultaneously with the execution of this Agreement, the following Assurances, Certifications and Special Conditions:

- i. Assurances for Non-Construction Projects, OMB Standard Form 424B (Attachment B);

- ii. Certification Regarding Lobbying (**Attachment C**) [for non government companies include certification regarding lobbying, debarment and suspension];
- iii. Special Conditions of the PSGP Grant (**Attachment D**).

5. **Request for reimbursement**

Reimbursement Request Form: The Subgrantee shall pay for all Project(s) Costs upfront, and submit a request for reimbursement of Allowable Project(s) Costs (as such costs are defined in the FY 2010 Port Security Grant Program Guidance and Application Kit) to the PANYNJ on the Reimbursement Request Form to be provided by the PANYNJ to the Subgrantee for this purpose. Each Reimbursement Request Form must be signed by an official of the Subgrantee with authority to bind the Subgrantee.

Supporting Documentation: All reimbursement requests must include supporting documentation that provides detailed itemization of all expenditures incurred, including purchase orders, vendor contracts, invoices, proof of payment and any other supporting documentation requested by PANYNJ or DHS. Proof of payment includes cancelled checks, wire transfers, electronic payments and/or bank debit advice.

Schedule of reimbursement requests: The Reimbursement Request Form and Supporting Documentation must be transmitted to the PANYNJ on a quarterly basis, no later than ten (10) business days following the end of each quarter, at the following address:

The Port Authority of New York and New Jersey
Attn: PSGP Fiduciary Agent
c/o Port Security Grant Manager
241 Erie Street, Room 202
Jersey City, New Jersey 07310.

Upon receipt of the Reimbursement Request Form(s) duly completed and signed, PANYNJ shall process such request(s) and issue payment to the Subgrantee within thirty (30) days after receipt of PSGP Grant funds from DHS for the Project(s). Reimbursements shall be made to Subgrantee via Automated Check Handling (ACH) or wire transfer. All expenditures must be consistent with the goals and objectives of the Investment Justification(s) of the Project(s) and the Project(s) Budget(s).

Reimbursement subject to availability of funds: The Subgrantee recognizes and agrees that all funding identified in this Agreement is expressly dependent upon the availability of PSGP Grant funds from DHS. A failure of the PANYNJ to make payments under this Agreement or to observe or perform any of its terms and conditions as a result of failure by the DHS to appropriate PSGP Grant funds shall not in any manner constitute a breach of this Agreement.

Reduction or termination of this Agreement shall not apply to Allowable Project(s) Costs already incurred by the Subgrantee where PSGP Grant funds are available to PANYNJ for payment of such costs.

6. **Reports: Quarterly Progress Reports and Closeout Reports**

(A) **Quarterly Progress Reports:** The Subgrantee shall submit Quarterly Progress Reports to communicate the status of the Project's activity to the PANYNJ as stated below. The Quarterly Progress Reports should include a detailed accounting of the fiscal activity incurred within the reporting period. The Subgrantee is required to submit Quarterly Progress Reports for every quarter this Agreement is active, including periods where there is no Project activity. Reimbursement may be withheld if reports are delinquent.

Quarter	Period Covered	Due Date
First Quarter	June 1 st – August 31 st	September 15 th
Second Quarter	September 1 st – November 30 th	December 15 th
Third Quarter	December 1 st – February 28 th	March 15 th
Fourth Quarter	March 1 st – May 31 st	June 15 th

(B) **Final Closeout Report:** The Subgrantee is required to submit a separate final report for each Project upon full completion of the Project's activity (Final Closeout Report), in a Closeout Report form to be provided by PANYNJ to the Subgrantee. The Final Closeout Report should contain an overview of the Project and fiscal activity conducted. The Final Closeout Report is due within sixty (60) days of the Subgrantee advising the PANYNJ in writing of the Project's completion. The PANYNJ, at its discretion, may withhold reimbursement funds until the Final Closeout Report is received.

7. **Equipment and Training**

I. **Equipment purchased for the Project(s)**

With respect to Equipment purchased for the Project(s), if any, the following provisions shall apply:

(A) **Title:** The Subgrantee shall hold title to the Equipment and keep it free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies, and executions. The Subgrantee shall give the PANYNJ immediate written notice of any such legal proceedings or encumbrances and indemnify the PANYNJ for any loss caused thereby.

- (B) Use of Equipment: The Subgrantee shall provide the Equipment's serial and model number(s) to the PANYNJ and shall properly track and account for the Equipment until such time as the Equipment is disposed of. The Equipment may only be used by the Subgrantee for the purposes described in the specific Project's Investment Justification(s), whether or not the Project continues to be supported with federal funds.
- (C) Maintenance Plan for the Equipment: The Subgrantee shall store, operate, repair, maintain and insure the Equipment adequately during its useful life or earlier disposition.
- (D) Disposition: Subgrantee may not sell, destroy or otherwise dispose of the Equipment without prior approval of the PANYNJ and the DHS. The Subgrantee shall submit notice and request for approval to the PANYNJ for the disposition of the Equipment. Such notice and request shall state the reasons why the Subgrantee wishes to dispose of the Equipment. The disposition of the Equipment and Subgrant refund obligations, if any, shall be decided solely by the DHS in accordance with applicable laws and regulations, including 44 CFR Part 13.

II. Training and Exercises conducted for the Project(s)

With respect to Training and exercises conducted for the Project(s), if any, the following provisions shall apply:

- (A) Training. Funds used for training purposes are limited to courses (including Maritime Transportation Security Act (MTSA) 109 courses) approved by the Maritime Administration of the United States Department of Transportation (MARAD), the United States Coast Guard (USCG) or the Federal Emergency Management Act (FEMA) (Eligible Training). Information on Eligible Training may be obtained at:
- <http://marad.dot.gov>
 - <http://www.uscg.mil/stcw/security.pdf>
 - <http://www.oip.usdoj.gov/odp/training.htm>
- (B) Overtime and Backfill Costs. Certain overtime and backfill costs associated with sending state and local government personnel to Eligible Training may be allowable. Private sector entities and private sector personnel are not eligible for overtime and backfill cost reimbursement.
- (C) Fringe Benefits. Certain employers' contributions under the Federal Insurance Contributions Act, the Workers' Compensation, and the Unemployment Compensation may be allowable.
- (D) Dual Compensation not allowed. Employees may not receive compensation from their organizations, units or agencies of government AND from the Subgrant for the same time period, even if such work may benefit both activities.

- (E) Exercises. Funds shall be reimbursed for permitted exercises that directly support facilities and port areas defined in the MTSA. The exercises must be coordinated with the COTP and AMSC, and adhere to the guidelines outlined in DHS Homeland Security Exercise and Evaluation Program (HSEEP). More information on HSEEP may be found at: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.

8. Audits

- (A) Fiscal Audits: This Agreement is subject to fiscal audits by the PANYNJ, pertinent federal agencies, and their designated entities to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to the Subgrant (Fiscal Audits). The PANYNJ will provide 72 hours advance notice (by telephone, electronic mail or first class mail) to Subgrantee of upcoming PANYNJ audits, and provide notice of upcoming DHS audits if and when it is notified by DHS of such audits. It shall be Subgrantee's sole responsibility to repay DHS or the PANYNJ any grant funds that are found to be disallowed expenditures after audit.
- (B) The Subgrantee shall perform audits as specified in the United States Office of Management and Budget (OMB) Circular A-133, if applicable. If an independent audit of the Subgrantee has findings, the Subgrantee shall forward a copy of such audit(s) to the PANYNJ. Otherwise, the Subgrantee agrees to forward a copy of its audits to the PANYNJ, upon request.
- (C) Site Visits: The PANYNJ, DHS and other entities designated by the PANYNJ or DHS may perform site visits to ascertain the Project's activity and progress. The PANYNJ will, if possible, provide Subgrantee advance notice of such visits.

9. Subgrant related transactions – no commingling

- (A) Subgrantee shall ensure that PSGP Subgrant funds are not commingled with other transactions of the Subgrantee. This includes with respect to each Project, the establishment of unique budget codes, a separate cost center, and/or a separate chart of accounts for the Subgrant.
- (B) Expenditures must be cross-referenced to supporting sources (for example, purchase orders, invoices, contracts, leases, timesheets, mileage logs, etc.).
- (C) Subgrantee agrees that it shall maintain adequate internal controls and adhere to accounting principles generally accepted in the United States of America.

10. Notices

Except for reimbursement requests pursuant to Section 5, all notices or other communications from either Party relating to this Agreement shall be transmitted:

- (A) by electronic mail; **and**
- (B) by first-class mail, hand-delivery or reputable express courier

to the other Party, at the address noted below or such other addresses as a Party may designate for itself in writing from time to time.

The Port Authority of New York and New Jersey
Office of Emergency Management
Attention: Brian Lacey, Director
241 Erie Street, Room 202
Jersey City, NJ 07310
blacey@panynj.gov

and if to the Subgrantee, to the **Authorizing Official(s)** of the Subgrantee set forth in **section I.B. of the Investment Justification(s)**, or such other address(es) as the Subgrantee may designate for itself in writing from time to time.

11. Insurance

The Subgrantee shall require any contractor providing work, providing services and/or equipment that is funded in whole or in part by the PSGP Grant to obtain and provide evidence of commercial general liability insurance covering the obligations of the Subgrantee until such time as the Project(s) equipment is accepted by Subgrantee. It is the Subgrantee's responsibility to maintain and ensure that the type and limits of coverage are accurate and sufficient to cover all claims under this Agreement as they relate to the production, delivery and installation of the Project(s) equipment.

12. No Port Authority Liability

The Port Authority shall have no responsibility of any kind for any agreement, contract or project utilizing funds provided under the Subgrant and this Subgrant Agreement. Without limiting the generality of the foregoing, the Port Authority shall have no responsibility for the design, effectuation, maintenance, ongoing operation or any other aspect (including all environmental matters) of the Project(s) or any contract entered into in connection with this Subgrant and this Subgrant Agreement. Between the Port Authority and the Subgrantee, the Subgrantee assumes all risks of loss or damage to property or injury to or death of persons, and risks of other damages, to whomsoever occurring, arising out of or in any way connected with or related to any

of the Project(s), including, without limitation, the design, effectuation, maintenance, operation or any other aspect (including all environmental matters) of the Project(s). The Port Authority shall have no responsibility for providing any monies for the Project except as provided in this Agreement.

13. No Personal Liability

Neither the Commissioners of PANYNJ nor any of them, nor any officer, agent or employee thereof, shall be charged personally with any liability, or held personally liable under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

14. Disadvantaged Business Enterprises

Subgrantee assures PANYNJ that it will make every good faith effort to provide for meaningful participation by Disadvantaged Business Enterprises (DBEs) in all subcontracting opportunities associated with this Agreement and the Project, including purchase of equipment, supplies and labor services. The following are illustrative of good faith efforts:

1. Dividing the services and materials to be procured into small portions, where feasible.
2. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such DBEs as may be appropriate.
3. Soliciting services and materials to be procured from the Directory of DBEs. The New York State Unified Certification Program (UCP) directory is available on-line at www.nysucp.net. New Jersey's UCP is available on line at www.njucp.net.
4. Ensuring that progress payments are made to DBEs on a timely basis.
5. Assisting DBEs in obtaining bonding or insurance where appropriate.

15. Taxes, licenses, certifications, permits and other examination fees and excises

The Subgrantee shall pay all taxes, licenses, certifications, permits and other examination fees and excises that may be assessed on its property or operations relating to the Project(s) and shall make all applications, reports and returns required in connection therewith.

16. Assignment

The Subgrantee shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this Agreement or any part herein, or of its right, title or interest in this Agreement or in any equipment purchased hereunder, or of its authority to execute this Agreement without the previous consent in writing of the PANYNJ and the DHS.

17. Agreement in full

This Subgrant Agreement, including the Attachments, is the entire agreement of the Parties, the Parties having made the Subgrant Agreement the final and complete expression of their agreement. In the event of a discrepancy between this Agreement and the Program Requirements, the Program Requirements shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

Subgrantor:

The Port Authority of New York and New Jersey

 Date: 6/6/11

By: Ernesto L. Butcher, Chief Operating Officer

Sub-Grantee:

Hoboken Fire Department

 Date: 5/11/11

By: Richard Blohm

Title: Fire Chief

Attachment A – Investment Justification

**FY10 Port Security Grant Program
Investment Justification**

Investment Heading	
Port Area	New York/New Jersey
Applicant	Hoboken New Jersey Fire Department
Investment Name	Fireboat/Water Rescue Vessel and Trailer with Fire and Rescue Equipment
Investment Amount	\$364,464.00

COTP Comments & Ranking:

The proposed investment was reviewed and approved by the United States Coast Guard (USCG) Captain of the Port (COTP) or his designee in coordination with the Area Maritime Security Committee (AMSC). This investment is consistent with the approved Port Wide Strategic Risk Management Plan (SRMP) and the COTP priorities and meets all criteria for the Port Security Grant Program (PSGP) as identified in the FY10 Grant Guidance. This project ranked 37 out of 61 projects and scored 15.00 points; (out of 20 maximum) by the COTP or his designee.

I. Background.

I.A. Provide a brief abstract for this Investment.

The City of Hoboken is a waterfront community located on the Hudson River, directly across from Manhattan. At the southern border is the entrance to the Holland Tunnel and the northern border is the Lincoln Tunnel. There are numerous water taxis carrying hundreds of people that pass directly within Hoboken's waterways while providing daily transportation to and from New York City. In addition, there is an underground train operated by the Port Authority of New York and New Jersey (Port Authority) that transports thousands of passengers each day, under the Hudson River, to New York City. Hoboken is also home to a large scale marina, three (3) recreational and mixed use waterfront piers and several pick up points for water taxis. A major construction project known as Access to the Regions Core (ARC) is about to begin which includes new tunnels that will provide additional transportation tubes under the Hudson River.

In the recent past the Hoboken Fire Department has responded to a pier fire located on the Hoboken waterfront, assisted North Hudson Fire & Rescue with a marina fire, a small fixed wing aircraft and helicopter crash that landed in the water on the Hoboken waterfront 1500 feet offshore and US Air Flight 1549 that was within direct line of sight from the Hoboken waterfront pier. In order to more effectively respond to and mitigate these types of fire and rescue emergencies, the Hoboken Fire Department is seeking to acquire a fire and rescue vessel approximately 24 to 28 feet in length with the capability of providing a firefighting stream of water at the approximate rate of 500 to 800 gallons per minute. In addition a small caliber hand line that would provide either water or foam for fire suppression. This vessel would also carry the necessary equipment to provide surface water rescue. This vessel will also be designed to work in a shallow water environment.

In addition to the current protection provided, the acquisition of this vessel would allow the City of Hoboken Fire Department to provide additional capabilities in its protection role as listed below.

- It will provide firefighting capabilities to access shallow areas that larger boats cannot access.
- It will become part of a regional response to the port area.
- It will provide water rescue capabilities in and around the port and along with the Emergency Medical Technicians (EMT) on board, can provide medical care to victims as soon as they are accessed and brought on board.
- It will provide Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) detection throughout the port and river system as requested or during routine patrols and training voyages.
- It will enable the Hoboken FD to participate in regional interagency drills and training and also conduct its own along with other agencies.
- It will provide support to land based operations by reaching areas along the waterfront inaccessible from land that are commonly found in the Port and surrounding waterfront areas.
- It can aid in the prevention and reporting of hazards and pollution due to illegal dumping into the rivers and the bay.
- It will enhance port security by providing additional "eyes" in the port area and be able to alert security forces to suspicious activity. Also, the presence of uniformed personnel can deter an attack or illegal activity just by being present.
- It will allow the City of Hoboken Fire Department to participate in the Maritime Incident Response Team (MIRT) by providing an additional waterside asset.

I.B. Provide an overview of the port system in which this investment will take place.

Area of Operations: COTP Zone: New York **Eligible Port:** New York and New Jersey

Captain of the Port New York/New Jersey Zone: The Captain of the Port zone is described in Title 33 CFR 3.05-30. Generally, this includes all of the harbors, bays and rivers within the Port of New York and New Jersey; the New Jersey shoreline north of Long Branch; the southern Long Island shoreline from Rockaway Point to East Rockaway Inlet; the northern Long Island shoreline east to and including the waters of Hempstead Harbor; the waters of Western Long Island Sound; and the Hudson River south of the Federal Lock at Troy, New York. However, the Coast Guard Command is also responsible for traditional Coast Guard duties north of that point to the Canadian Border, including most of the waters of Lake Champlain.

The Port of New York/New Jersey is the hub of an intermodal connector network that connects the marine terminals, via road and rail, to key markets throughout the United States and Canada. It is the third largest container port in the United States, the largest on the East Coast, and 19th largest port in the world, and its six container terminals handle approximately 12% of the nation's cargo volume, 59% of the North Atlantic market share, which is valued at over \$166 billion. This represents over \$24.4 billion in economic activity, the support of 229,000 jobs, 18 million people locally and another 80-90 million people in a contiguous 10-state area. There are approximately 559 piers, wharves, and docks in the Port of New York/New Jersey, approximately 300 waterfront facilities of which 197 are regulated facilities, and 150 key assets and critical infrastructure situated on approximately 146 miles of waterway. It is also the largest refined petroleum port with over 1400 ship and barge movements a day, in addition to over 700 ferry transits a day and 360,000 annual vessel movements.

Points of Contact for Organization:

<u>Authorizing Official</u> Name: Fire Chief Richard Blohm Address: Hoboken Fire Department 201 Jefferson Street Hoboken, NJ 07030 Phone#: (201) 420-2258 Email: Richiefd@aol.com	<u>Project Manager:</u> Name: Battalion Chief Brian Green Address: Hoboken Fire Department 201 Jefferson Street Hoboken, NJ 07030 Phone#: (201) 420-2272 Email: bgreene@hobokenfire.org
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Ownership or Operation: City of Hoboken Fire Department, New Jersey

Role in Providing Layered Protection of Regulated Entities:

The City of Hoboken Fire Department regularly responds to fire and rescue emergencies within its waterfront boundaries. The fire department provides Fire Protection and Suppression, Medical First Responder (EMT), Confined Space Rescue, Water Rescue, as well as Mass Decontamination during Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) events. In addition, the Hoboken Fire Department regularly responds to request for mutual aid through an in place regulation called the New Jersey Resource Deployment Act. The Hoboken Fire Department is also the first agency called for both Port Authority and New Jersey Transit which both sit on its contiguous waterfront zone.

The City of Hoboken Fire Department is currently represented on the Area Maritime Security Committee (AMSC). The department participates on the Response and Recovery Committee and has taken an active role in participating with area fire departments to formulate plans that would allow a joint response to port wide emergencies.

The Hoboken Fire Department operates a heavy rescue unit which is part of the Metro Strike Force that was developed under an Urban Area Security Initiative grant. In this program there are ten (10) identical units that operate under a common MOU (Memorandum of Understanding). This program was developed to respond to transportation infrastructure emergencies, many of those within the Port region. In addition the Hoboken Fire Department works closely with the United States Coast Guard and currently has thirty two (32) members trained in surface water rescue.

Nature of Operations:

The City of Hoboken Fire Department currently has one hundred twenty-five (125) active career men and women and responds to an average of 3400 calls for emergency service each year. All Hoboken Firefighters and Captains are trained as Emergency First Responders and comply with the National Incident Management System (NIMS) to include certification in Incident Command System Level 100, 200, and 700 and Incident Management System Level 1. All Chief Officers comply with NIMS and have completed instruction in Incident Command System up to Level 300 and 400.

It should be noted that the Hoboken waterfront is extremely busy with both commuter and tourist traffic. In addition commercial traffic moves regularly within our waterways. The Hoboken Fire Department is responsible for dealing with any and all types of emergencies that develop within our waterway boundaries.

Other Important Features:

The City of Hoboken is situated on the Hudson River in the most densely populated area in the country. This requires our Department to be an intrinsic part of a mutual aid system that regularly serves one another to successfully handle both medium and large scale emergencies. By adding this rescue vessel to our current response capabilities we will immediately become an effective part of a waterborne response. It is important to note that the AMS C Response and Recovery Sub Committee has identified the lack of shallow water response vessels with both rescue and firefighting capabilities. If granted our request it will provide a considerable asset for port wide security.

II. Strategic and Program Priorities

II.A. Describe how the Investment will address one or more of the Port Security Grant Program Priorities, and Area Maritime Security Plan or Captain of the Port Priorities.

The Port of New York and New Jersey AMSC has developed a SRMP built around the Department of Homeland Security (DHS) objectives of Awareness, Prevention, Protection, Response and Recovery. The SRMP was reviewed and approved by the National Review Team on October 3, 2008. In accordance with the SRMP, this investment supports the following initiatives: (D6-5) provide equipment for all emergency response contingencies and operating conditions; (C3-5) ensure sufficient dive teams, platforms and equipment; (D2-10) ensure sufficient foam firefighting and other equipment and training capabilities for petro chemical facilities; (D6-1) Ensure sufficient shallow draft capabilities for rapid response; and (D6-2) obtain waterborne medical response capabilities. This investment will increase awareness of all aspects of the port and maritime operations. It will expose our members to many aspects of port operations and its security needs and its impact on the local, national and global economy making them more aware of what to be on alert for and how to operate in that environment.

The proposed investment has been reviewed and approved by the COTP or his designee in coordination with the AMSC. This investment is consistent with the approved SRMP and the COTP priorities and meets all criteria for the Port Security Grant Program as identified in the FY10 Grant Guidance.

III. Equipment and Training

III.A. Provide a list below (or in an attached spreadsheet) of all equipment that you will be purchasing along with the corresponding number from the Authorized Equipment List. Provide the Course Name and Approving Agency for all training courses.

AEL #17WC-00-BOAT
AEL# 14SW-02-RADR
AEL# 04AP-02-DGPS
AEL# 14SW-02-SONR
AEL# 04MD-01-VCAM
AEL# 14SW-01-LITE
AEL# 01WA-06-PFDS
AEL# 01WA-04-SPFD
AEL# 03WA-02-BAGT
AEL#03WA-01-LINE
AEL#03WA-01-LINE
AEL# 06CP-01-MOBL
AEL# 06CP-01-MOBL
AEL# 06CP-01-MOBL

AEL# 06CP-01-PORT
AEL# 03OE-04-LTHH
AEL# 03OE-04-LTHH
AEL# 03OE-02-TILA
AEL# 03OE-02-BNOC
AEL# 01WA-04-HLMT
AEL#03WA-01-LINE
AEL#03WA-01LINE
AEL#03OE-04-EXAC
AEL#03OE-04-LTHE
AEL#09ME-03-DEAE
AEL#01WA-04-HLMT
AEL#09ME-02-OXYE
AEL#07CD-01-DPMG
AEL#07RD-01-HHSM
AEL#07CD-01-DPMG
AEL#03-WA-01-LINE
AEL#14SW-01-SIDV

IV. Impact

IV.A. Describe how the project offers the highest risk reduction potential at the least cost.

Currently the Hoboken Fire Department has thirty two (32) firefighters that are trained in water rescue and vessel operation. The purchase of this vessel will enhance their ability to extinguish fires and rescue trapped or injured civilians on the waterway. Since these firefighters are already trained, and currently employed by the City of Hoboken, the acquisition of a rescue and firefighting vessel will provide a tremendous risk reduction at a low cost by having current on duty staff deploy and operate the vessel during waterborne emergencies.

Through Mutual Aid Agreements, the vessel will respond to any emergency in the region requiring water access. This utilization will increase the cost effectiveness of the investment and allow for increased functionality including security and terrorism prevention, detection, response with law enforcement, and basic and advanced life support. The relative cost of this investment is miniscule when compared to the enormous economic engine of the Port of NY/NJ, the hundreds of thousands of people who pass through Hoboken Fire Department's first response area on a daily basis and the catastrophic results of an incident involving the tunnels, ferries and other significant national assets in its first response area. Any incident in the harbor affects the entire port and creates a ripple effect throughout this massive economic system. All emergencies must be handled effectively and quickly to mitigate this ripple effect and subsequent economic repercussions. This vessel and related equipment will significantly increase overall safety and security for the port and surrounding waterways. It will be an important regional marine asset and add to the overall capabilities of the firefighting, search and rescue operations along the Hudson River and for the Port of NY/NJ.

IV.B. Describe current capabilities similar to this investment.

Currently there are four much larger fire vessels on the New Jersey side of the Port NY/NJ. At this point the Fire Department of New York has the only small vessel with this type of response capability and the

ability to operate within shallow water. Providing a shallow water vessel to the Hoboken Fire Department will provide a significant strategic asset in the Port both for response capability as well as enhancing multi-jurisdictional and multi-agency drills and training evolutions.

Funding & Implementation Plan

V.A. Investment Funding Plan.

	Total Project Cost
Maritime Domain Awareness	0
Prevention, Protection, Response and Recovery Capabilities	\$364,464.00
Training	0
Exercises	0
I/MC Implementation	0
National Preparedness Architecture	0
M&A	0
Total	\$364,464.00

V.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Task(s)	Month (s)											
	1-2	3-4	5-6	7-8	9-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24
Convene Work Groups to confirm equipment specifications												
Request for Proposals/Bid specifications issued												
Working within applicable regulations, select vendors.												
Award bid to successful vendor												
Develop and/or revise standard operating procedures												
Construction of vessel												
Sea trials and acceptance of vessel												
Conduct training and place vessel into service												

FY10 PORT SECURITY GRANT PROGRAM

GRANTEE/PAYEE INFORMATION:		PROJECT BUDGET	
1. Name: City of Hoboken New Jersey		4. Contact: Battalion Chief Brian Green	
2. Department: Hoboken Fire Department		5. Phone: 201-420-2272	
3. Mailing Location: Hoboken Fire Department		6. Email: bgreene@hobokenfire.org	
Address: 201 Jefferson St		7. EIN: 22-6001993	
City, St & Zip: Hoboken, NJ 07030		8. Award Amount: \$364,464.00	

Please provide a project overview: This project entails the acquisition of an approximately 24 to 28 foot fire rescue vessel with firefighting and foam capabilities. There will be manufacturer supplied vessel operations training included with the boat purchase. CBRNE detection equipment will be purchased and will be carried on the boat at all times and activated when the boat is in use.

CATEGORY	PROJECT AMOUNT	GRANT AMOUNT	MATCH AMOUNT	COMMENTS
A. Personnel				
Total Personnel:				
B. Fringe Benefits				
Total Fringe:	0	0	0	
C. Consultants				
Total Consultants:	0	0	0	

Consultant Narrative:

D. Equipment				Qty	Unit Cost	Total
Fire and Rescue Vessel, trailer, & twin motors, fire pump, monitor (nozzle), foam proportioning system and tank, foam concentrate, USCG Required Safety Equipment, Compass, bumpers, emergency flare kit, anchor and hardware, throw ring, boat hooks (2), on board heat system	\$280,900.00	\$280,900.00	0	1 (one)	\$280,900.00	\$280,900.00
Multiple system electronics package-(Radar, GPS Unit, Depth finder, 2 mounted video cameras)	\$25,280.00	\$25,280.00	0	1 (one)	\$25,280.00	\$25,280.00
Boat lighting package (flood and emergency)	\$4,415.00	\$4,415.00	0	1 (one)	\$4,415.00	\$4,415.00
USCG Approved PFD-L, XL, XXL	\$1,260.00	\$1,260.00	0	9 (nine)	\$140.00	\$1,260.00
USCG Approved Water Rescue PFD 2-L, 2-XL, 2-XXL	\$1,080.00	\$1,080.00	0	6 (six)	\$180.00	\$1,080.00
Water Rescue Throw Bags with line	\$120.00	\$120.00	0	2 (two)	\$60.00	\$120.00
5/8" dock lines, 15 feet each	\$204.00	\$204.00	0	6 (six)	\$34.00	\$204.00
1/2" dock lines, 15 feet each	\$150.00	\$150.00	0	6 (six)	\$25.00	\$150.00

UHF Analog/Digital/Digital Trunking Capable Mobile Radio with antenna and hardware	\$4,100.00	\$4,100.00	0	1 (one)	\$4,100.00	\$4,100.00
VHF Analog/Digital Mobile Radio with antenna and hardware	\$3,200.00	\$3,200.00	0	1 (one)	\$3,200.00	\$3,200.00
VHF Marine radio with antenna and hardware	\$810.00	\$810.00	0	1 (one)	\$810.00	\$810.00
Submersible/Floatable Portable Marine Radios	\$18,000.00	\$18,000.00	0	4 (four)	\$4,500.00	\$18,000.00
Vulcan FF hand light-Rechargeable	\$480.00	\$480.00	0	4 (four)	\$120.00	\$480.00
Hand held spotlight	\$50.00	\$50.00	0	1 (one)	\$50.00	\$50.00
Thermal Imaging Camera System-Mounted	\$10,000.00	\$10,000.00	0	1 (one)	\$10,000.00	\$10,000.00
Floating binocular	\$510.00	\$510.00	0	3 (three)	\$170.00	\$510.00
Water Rescue Helmet	\$300.00	\$300.00	0	6 (six)	\$50.00	\$300.00
1/2" line-Kern mantle	\$480.00	\$480.00		1 (one)	\$480.00	\$480.00
5/8" line-Kern mantle	\$645.00	\$645.00		1 (one)	\$645.00	\$645.00
Dry chemical Fire Extinguisher-20 lbs.	\$100.00	\$100.00		1 (one)	\$100.00	\$100.00
Disposable Glow Light Sticks-12 pack	\$90.00	\$90.00		3 (three)	\$30.00	\$90.00
Automated External Defibrillator	\$1,200.00	\$1,200.00		1 (one)	\$1,200.00	\$1,200.00
Water Rescue Helmet	\$300.00	\$300.00		6 (six)	\$50.00	\$300.00
Oxygen Kit (Cylinder, Regulator, BVM)	\$710.00	\$710.00		1 (one)	\$710.00	\$710.00
Chemical Detector with Calibration Station and Gas Radiological	\$3,430.00	\$3,430.00		1 (one)	\$3,430.00	\$3,430.00
Multi-Gas Detector with Calibration Station and Gas	\$1,600.00	\$1,600.00		1 (one)	\$1,600.00	\$1,600.00
5/8" line-braided/twisted nylon	\$3,430.00	\$3,430.00		2 (two)	\$1,715.00	\$3,430.00
E.P.I.R.B.	\$420.00	\$420.00		1 (one)	\$420.00	\$420.00
Total Equipment:	\$1,200.00	\$1,200.00	0	1 (one)	\$1,200.00	\$1,200.00
	\$364,464.00	\$364,464.00	0			\$364,464.00

Equipment Narrative: Boat pricing includes the boat, trailer, motors, electronics and normal included equipment needed or required by the USCG for boat operations. This includes the port and rivers flowing into the port. The pump and monitor (nozzle) are needed to provide a water or foam stream onto a fire or to protect exposures. 1/2" dock lines are needed to tie boat to stationary docks. 5/8" line dock lines are needed to tie up to other vessels. Throw bags and lines are used for throwing a rope to a person in the water able to grab a line. Marine VHF, Analog/Digital VHF 7 UHF mobile radios will be installed to be able to communicate to virtually every agency that responds to the port. All this equipment and the boat will also be used for firefighter safety during operations in, on and near the water.

E. Travel						
Total Travel:	0					
F. Supplies						

Total Supplies:	0			
I. All Other				
Total Other:				
GRAND TOTAL:	\$364,464.00	\$364,464.00		

Attachment B – Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

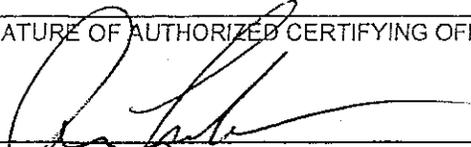
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Barbara Annunzio</i>
APPLICANT ORGANIZATION <i>Hoboken</i>	DATE SUBMITTED <i>8/10/11</i>

Attachment C – Certification Regarding
Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
HOBOKEN FIRE DEPARTMENT	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: MR	* First Name: RICHARD Middle Name: C
* Last Name: BLOHM	Suffix:
* Title: FIRE CHIEF	
* SIGNATURE: Richard Blohm	* DATE: 5/11/11

Attachment D – Special Conditions of the
PSGP Grant



Department of Homeland Security
FEMA
Grant Programs Directorate

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 5

PROJECT NUMBER 2010-PU-T0-K005

AWARD DATE 08/16/2010

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Port Security Grant Program guidance and application kit.
4. Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award that are associated with activities involving ground disturbance, construction, modification of structures, and purchase and use of sonar equipment until all applicable environmental and historic preservation documentation is provided to GPD for review and approval and an official notice has been issued by GPD in removing this special condition.



Department of Homeland Security
FEMA
Grant Programs Directorate

AWARD CONTINUATION
SHEET

PAGE 3 OF 5

Cooperative Agreement

PROJECT NUMBER 2010-PU-T0-K005

AWARD DATE 03/16/2010

SPECIAL CONDITIONS

7. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
8. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
9. A. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.



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AWARD CONTINUATION
SHEET
Cooperative Agreement

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PROJECT NUMBER 2010-PU-TD-K005

AWARD DATE 08/16/2010

SPECIAL CONDITIONS

10. B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



Department of Homeland Security
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AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 5 OF 5

PROJECT NUMBER 2010-PU-T0-K005

AWARD DATE 08/16/2010

SPECIAL CONDITIONS

11. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:
<http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

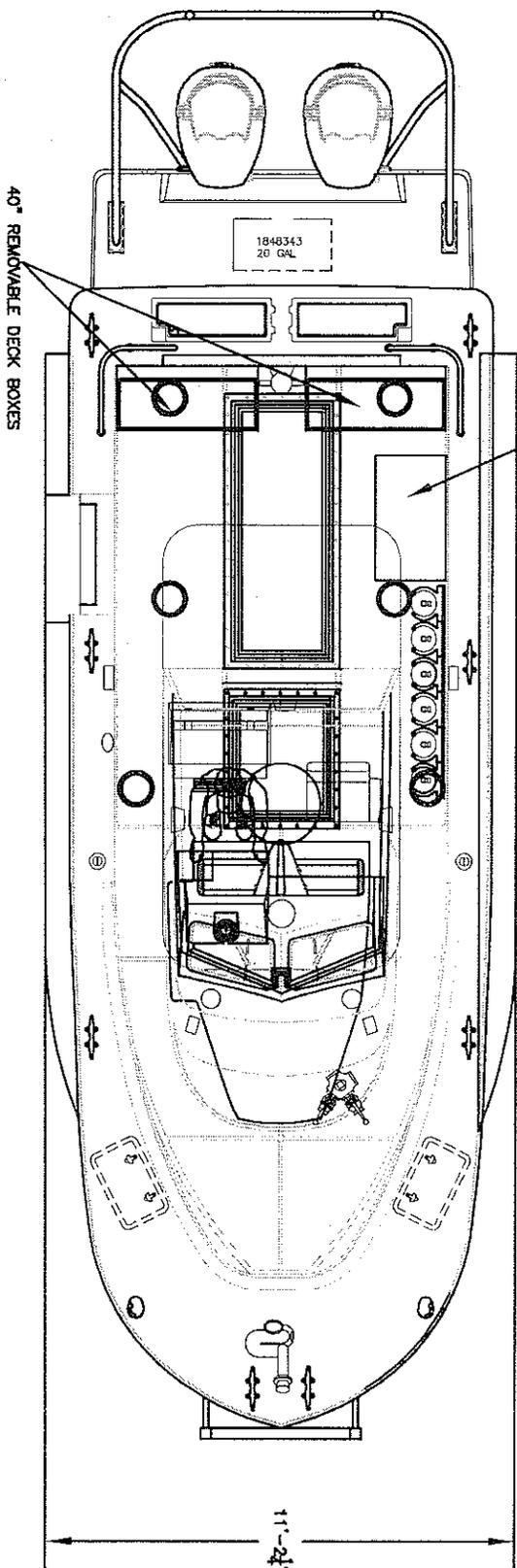
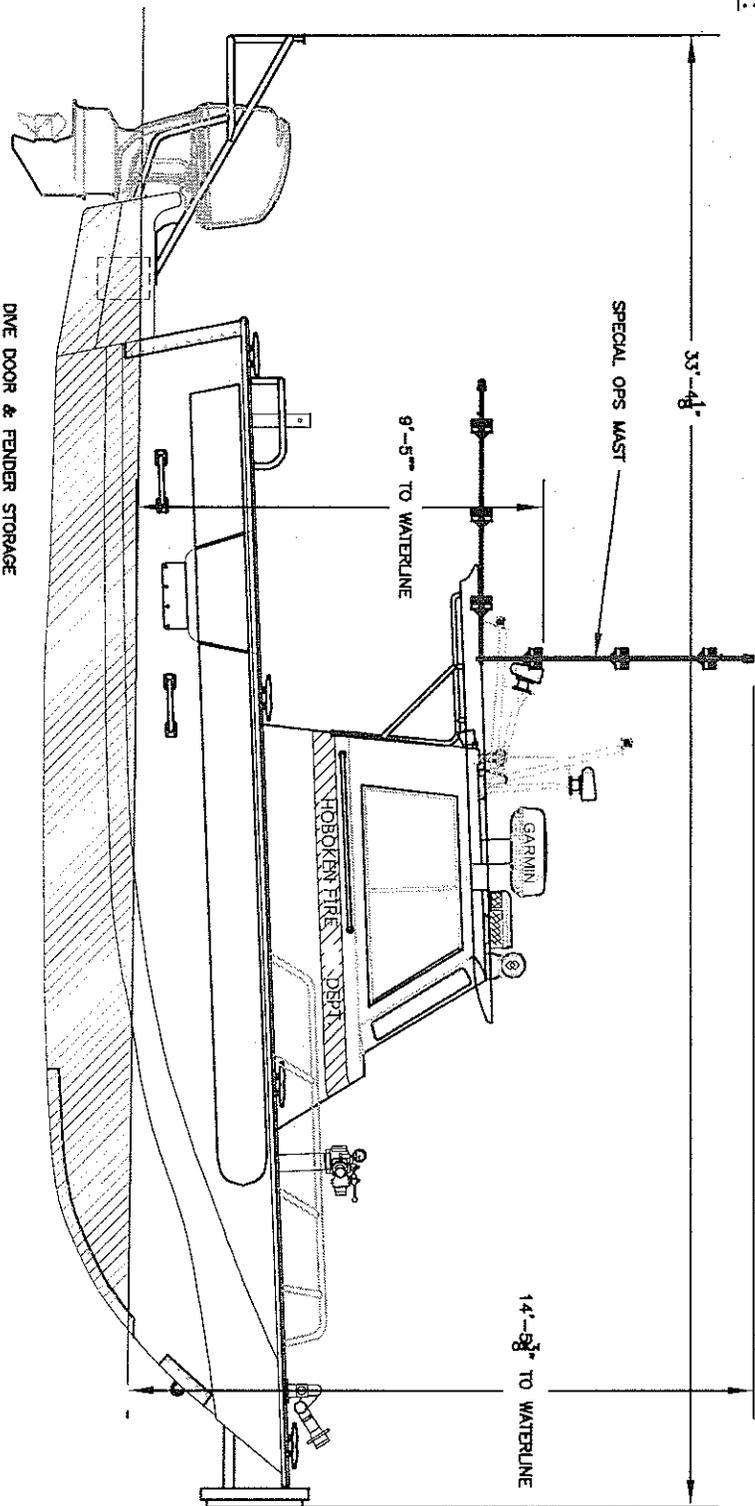
Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

NOTES:

- 1. X
- 2. X
- 3. X



COMMERCIAL &
GOVERNMENT
PRODUCTS
ENGINEERING

CHECKED:	DATE:	FILENAME:	270VG HOBOKEN FIRE DEPARTMENT
APPD:	DATE:	DRAWN:	RJC
DESIGN:	DATE:	DATE:	12/8/2011
MFG.	DATE:	SCALE:	N/A
		DWG. TITLE:	PLAN & PROFILE A
			X

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INT. REL. ECN NO: N/A

DWG. NO: Q#DN-07199

SHT. NO. 1 of 6

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEAL
AS TO BLOCK 230, LOT 6.1

WHEREAS, there are certain tax appeals pending in the New Jersey Tax Court entitled Hoboken Holdings, LP v. City of Hoboken under Docket Nos. 001788-2008, 001120-2009, 002098-2010 and 003509-2011; and

WHEREAS, the aforementioned tax appeals were set for trial before the Honorable Christine M. Nugent, J.T.C., at which time settlement discussions occurred with Special Counsel for the City and the City's Tax Expert, and with the Taxpayer, Taxpayer's Counsel and Taxpayer's Tax Expert and with the Tax Court Judge; and

WHEREAS, there has been a proposal of settlement submitted to resolve and conclude said tax appeals; and

WHEREAS, the Tax Assessor for the City of Hoboken recommends settlement of the matters as set forth herein after discussion with Special Counsel and the City's Tax Expert.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson and State of New Jersey, that Special counsel for the City of Hoboken be and is hereby authorized to execute, on behalf of the City, a Stipulation of Settlement with the plaintiff as to the tax appeals pending in the New Jersey Tax Court, Docket Nos. 001788-2008, 001120-2009, 002098-2010 and 003509-2011 for property located at Block 230, Lot 6.1 (a copy of which Stipulation of Settlement is annexed hereto and made a part hereof) under the following terms;

<u>TAX YEAR</u>	<u>ORIGINAL ASSESSMENT</u>	<u>PROPOSED ASSESSMENT</u>
2008	\$6,675,000	\$6,675,000
2009	\$6,675,000	\$5,350,000
2010	\$6,675,000	\$5,200,000
2011	\$6,675,000	\$4,500,000

BE IT FURTHER RESOLVED that the Tax Assessor of the City of Hoboken is hereby authorized to adjust the tax records of the City of Hoboken in accordance with the Stipulations of Settlement; and

BE IT FURTHER RESOLVED that the Tax Collector of the City of Hoboken is hereby authorized to forthwith issue a tax refund pursuant to the terms of the Stipulation of Settlement upon receipt of a Judgment; and

BE IT FURTHER RESOLVED that the City Clerk shall forward copies of this Resolution to the Tax Assessor and the Tax Collector.

Meeting date: _____, 2011

APPROVED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meetings of November 2, 2011, November 16, 2012, December 7, 2011 and December 21, 2011 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: February 1, 2012

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

Sponsored by: _____

Seconded by: _____

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

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE AMENDED “MAMA JOHNSON FIELD SHARED SERVICE AGREEMENT” WITH HOBOKEN HOUSING AUTHORITY

WHEREAS, the Administration, has negotiated an amended agreement with the Hoboken Housing Authority which provides for both parties to contribute to improvements to Mama Johnson Field, and subsequently share in utilizing the rehabilitated field over a period of time; and,

WHEREAS, the terms of the agreement, as approved to by the Administration, are laid out in the Mama Johnson Field Shared Service Agreement, *attached hereto*, and the City Council is now called upon to either accept or reject the terms of the negotiated agreement.

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

1. The City Council hereby accepts the Mama Johnson Field Shared Service Agreement, *attached hereto*, as negotiated between the City and the Hoboken Housing Authority; and,
2. The City Council hereby directs the Mayor and her Administration to notify Hoboken Housing Authority 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: February 1, 2012

REVIEWED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark A. Tabakin, Esq.
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				

MAMA JOHNSON FIELD SHARED SERVICE AGREEMENT

This Agreement is made on this 12th day of Jan., 2011, between the HOUSING AUTHORITY OF THE CITY OF HOBOKEN, a public body corporate, with offices located at 400 Harrison Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Authority") and the CITY OF HOBOKEN a municipal corporation, with offices located at 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, permits, authorizes and encourages public bodies such as municipalities and other autonomous public entities to enter into Agreements with each other to contract for the provision of any service which the parties to such Agreement are empowered to render under and within its own jurisdiction, whether administrative or otherwise; and

WHEREAS, the Authority and the City acknowledge that, acting alone, they cannot independently provide the enhanced level of Recreation Services desired to adequately support the children and residents of the City as they can by acting in concert; and

WHEREAS, the parties wish to memorialize their arrangement through the creation of the herein shared service Agreement (the "Agreement") by and among the parties relating to the financial aspects of the renovation, maintenance and use of the Field for the benefit of the parties' ongoing relationship, for the purpose of effectuating sufficient and adequate recreational facilities for the residents of the Authority and the City; and

WHEREAS, the City, on behalf of the parties, intends to act as applicant for a grant from the CDBG Program administered by the U.S. Department of Housing and Urban Development ("CDBG Program") in order to provide a portion of the funding required for renovations to Mama Johnson Field, and the parties agree to use Mama Johnson Field in manner consistent with the requirements of the CDBG Program; and

WHEREAS, the City also intends to issue a municipal bond for the remaining City funding obligations under this Agreement, and the parties agree to use Mama Johnson Field in a manner consistent with the requirements of the issued bond; and

WHEREAS, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with all applicable federal, state, and local laws and regulations governing the provisions of services hereunder.

IN CONSIDERATION OF THE MUTUAL PROMISES STATED IN THE ABOVE RECITALS, WHICH SHALL BE INCORPORATED HEREIN AS CONTRACTUAL OBLIGATIONS OF THE PARTIES, THE PARTIES THEREFORE AGREE AS FOLLOWS:

SECTION ONE

DURATION OF AGREEMENT AND RIGHT TO CANCELLATION

The term for this Agreement shall commence on November 2, 2011 and shall extend through July 31, 2026. This Agreement will continue in effect on the terms and conditions provided herein until the expiration of the term or until cancelled by either party in accordance with the within cancellation terms. Cancellation shall be effected by any party providing written notice to the other of its intent to terminate ninety (90) days in advance of such cancellation. Cancellation shall also be subject to the provisions of Sections Seven and Eight of this Agreement. Except upon termination based upon the default of the City, in accordance with Sections Seven and Eight of this Agreement, cancellation of this Agreement shall not extinguish the obligation of the Authority to maintain and utilize Mama Johnson Field as a recreational facility for the period of time

described herein, pursuant to Section Three of this Agreement. Such obligations shall remain in full force and effect absent demonstrated default by the City, in accordance with Section Seven of this Agreement, which results in proper termination of the Agreement in accordance with Section Eight of this Agreement.

SECTION TWO DEFINITIONS

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1. "Agreement" shall refer to the within Shared Service Agreement executed by the City and the Authority.
2. "Authority" shall refer to the Hoboken Housing Authority.
3. "CDBG" shall refer to the community development block grant program organized and executed by the United State Department of Housing and Urban Development.
4. "City" shall refer to the City of Hoboken.
5. "Recreation Department" shall mean the City of Hoboken Recreation Department.
6. "Director" shall mean the Director of the City of Hoboken Recreation Department.
7. "Field" shall mean Mama Johnson Field and associated facilities located at Block 35 Lot 6 in Hoboken, New Jersey.

SECTION THREE FIELD UTILIZATION AND MAINTENANCE

- A. The parties agree that the Executive Director of the Authority and the City's Director of Health and Human Services shall meet at least quarterly per year for the purpose of developing a schedule for the use of Mama Johnson Field, at which time the City shall schedule all events it intends to hold for the succeeding three months. For all dates that the parties agree that Mama Johnson Field shall be reserved for any City of Hoboken or Hoboken

Recreation Department sponsored event for which the Authority has been provided three months notice, Mama Johnson Field shall be made available to the City on a first priority basis. For any scheduling request made less than three months before the reservation date, the City and the Authority hereby agree that the Authority has the right to schedule activities for Authority residents and for third parties that help generate revenue to the Authority and will have equal rights in scheduling events. The Parties further agree that, for any request made less than three months before the reservation date, the reservation of Mama Johnson Field shall be on a first-come first-serve basis with no priority given to the City of Hoboken. The Authority permits the City to enter onto the Field at any time to make necessary repairs and improvements as well as to perform any custodial duties the City deems necessary from time-to-time. The general public shall have access to the Field during non-City and/or non-Authority reserved hours, when City and/or Authority events are not taking place on the Field, and at such other reasonably reserved times to be agreed to in writing by and between the City and the Authority on a quarterly basis during each year of this Agreement. Regulations for the rules of conduct and use of the facility shall be established by mutual written Agreement between the Authority and the City. A copy of the regulations shall be posted by the Authority at the Field, and it shall be the Authority's obligation to maintain, and update as necessary, that posting for the term of this Agreement.

B. The Authority expressly agrees that the City is entering into this Agreement for the exclusive reason to improve the quality of life for its citizens through the improvement of Mama Johnson Field. Accordingly, the Authority agrees and covenants that it shall take no action to alter, change or modify the property known as Mama Johnson Field to a use other than a recreational field for a period not less than ten (10) years. More particularly, the parties agree:

C. :

i. The Field shall be used solely for recreational purposes; and,

- ii. Any building or structure placed upon the Field shall be utilized solely for recreation purposes; and,
 - iii. In the event that the Authority elects to alter, change or amend the use of Mama Johnson Field during the first ten (10) years of this Agreement, and it is no longer able to be used as a recreational facility, the Authority shall repay the City a prorated share of six hundred thousand dollars (\$600,000.00) according to terms to be agreed to by the parties. The repayment terms shall include repayment of the interest paid by the City in borrowing funds under this Agreement and the repayment period shall not be longer than ten (10) years.
 - b. Cancellation of this Agreement shall not be grounds for removal of the use restriction set forth in B Above. The use restriction shall not be removed from the Field's property records until ten (10) () years from the date of execution of this Agreement, except:
 - i. Upon default and termination of this Agreement in accordance with Sections Seven or Eight; or,
 - ii. If agreed to by the parties by a written and properly executed amendment to this Agreement.
- D. During the term of this Agreement, the City shall not be required to pay for any repairs, management, maintenance, operational costs, or improvement costs to Mama Johnson Field, except it shall be responsible for damage directly attributed to the City's approved use of the Field upon timely notice and proof of same. Any costs associated with the City's use of the Field, except those costs assessed against the City pursuant to Subsection A of Section 6, shall be considered adequately compensated for as a result of the City's financial obligations described in Section Five of this Agreement.

SECTION FOUR

FIELD RENOVATIONS AND UPGRADES

- A. The details of the Field upgrade ("Project") are included in the feasibility study

which is attached hereto as **Exhibit A**. Any and all contracting which takes place relating to the Field during the term of this Agreement shall be in compliance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq..

- B. The Authority covenants that the project herein will be completed with proper drainage to sufficiently protect against any possible damage from flooding.
- C. The Authority further agrees to allow the City's Engineer to assist the Project Engineer in overseeing the Project. If the City Engineer provides written notice of its objection to the progress of the Project relating to drainage, work on the Project shall cease until the Parties resolve the issue to the approval of both the Project Engineer and the City Engineer.

SECTION FIVE

PROJECT FUNDING AND CONSIDERATION FOR THIS AGREEMENT

- A. The City's obligation to obtain funding for the benefit of this Agreement in the amount of Six Hundred Thousand Dollars (\$600,000.00) shall be the full and adequate consideration of the City in exchange for the fulfillment of all the terms of the within Agreement by the Authority. The City's funding source shall be a combination of CDBG Grant monies and Municipal Bonds; however failing to secure Grant funding shall not effect the enforceability of this Agreement. Payment of the Six Hundred Thousand Dollars (\$600,000.00) shall be paid by the City to the Authority as follows:
 - a. Two Hundred Thousand Dollars (\$200,000.00) shall be paid upon completion of the first 1/3 of the renovation project;
 - b. Two Hundred Thousand Dollars (\$200,000.00) shall be paid upon completion of the second 1/3 of the renovation project;
 - c. Two Hundred Thousand Dollars (\$200,000.00) shall be paid upon completion of the final 1/3 of the renovation project;
 - d. For purposes of determining completion of the above referenced stages of the renovation project the City shall be invoiced by the Authority, with true and accurate copies of all supporting certifications and documentations from the Authority's contracted engineer demonstrating that portion of the

project is completed. The City's engineer shall review the supporting documentation and certifications of the Authority's engineer to confirm completion. Upon written authorization of approval by the City's engineer, the Authority shall be paid directly by the City, as the lead agency on the project.

- B. All funds provided under the CDBG Program Grant to the City for the Field will be forwarded to the Authority as herein provided. The Authority shall be obligated to spend the monies in accordance with the requirements of this Agreement, the terms of the CDBG Grant (if any), and any applicable law. All funds within the municipal bond designated for Mama Johnson's Field shall be forwarded to the Authority as herein provided, and spent in accordance with the requirements of this Agreement, the terms of the Municipal Bond, and any applicable law.
- C. The Authority and the City intend that the funding herein described shall be made available to pay for the renovation of Mama Johnson Field as described in Section Four of this Agreement. Any amount charged against Mama Johnson Field during the term of this contract, relating to the renovation of the Field as described in Section Four of this Agreement, above the Six Hundred Thousand Dollars (\$600,000.00) City obligation described herein shall be the sole and exclusive responsibility of the Authority up to an amount of Six Hundred Thousand Dollars (\$600,000.00). Any amount charged against Mama Johnson Field during the term of this Agreement, relating to the renovation of the Field as described in Section Four of this Agreement, above the One Million Two Hundred Thousand Dollars (\$1,200,000.00) described herein shall be the sole responsibility of the Authority. ~~be split evenly between the parties.~~ ***The City shall not, under any conditions, be required to compensate for the performance hereunder above the six hundred thousand dollars (\$600,000.00) described herein, and no terms or conditions of this contract shall be interpreted inconsistent with this restriction.***
- D. No other charges shall be assessed against the City during the term of this Agreement.
- E. The Authority is authorized to act as the agent for the parties in awarding the

contract(s) for the renovations to Mama Johnson Field and in administering the project in accordance with this Agreement, the CDBG Program rules and regulations (if any), the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and all other applicable laws. Both Parties shall have satisfied all funding obligations by the date of execution of this Agreement

F.

SECTION SIX

INDEMNIFICATION/INSURANCE

- A. The City shall be responsible for all claims and suits resulting from or arising out of the negligence or intentional misconduct of employees, agents, or participants of the City of Hoboken and its Recreation Department, and the City agrees to fully indemnify and hold harmless the Authority from any such claims or suits including, but not limited to, any reasonable attorneys fees and costs of suit incurred by the Authority as a result thereof. The Authority shall be solely responsible for all other claims and suits relating to Mama Johnson Field , and the Authority agrees to fully indemnify and hold harmless the City from any such claims or suits including, but not limited to, any reasonable attorneys fees and costs of suit incurred by the City as a result thereof.
- B. To the extent and subject to limits permitted by applicable laws of the State of New Jersey as in effect from time to time during the term of this Agreement, the Authority shall:
- a. Indemnify and save harmless the City, its elected officials, agents, employees, officers, and directors (referred to herein jointly as "City") from and against any claims, demands, liabilities, damages, losses, costs, charges, and any and all other expenses, including but not limited to attorneys' fees, that the City may incur or be subject to as a consequence, directly or indirectly, of any acts or omissions of the Authority or any of its agents, employees, or representatives, arising from any and all casualties, property damage, or personal injury.
- C. The City shall provide evidence of insurance coverage as set forth immediately

herein below. The City shall furnish to the Authority, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and said coverage shall name the Authority as an additional insured for the City.

- a. Comprehensive General Liability Insurance coverage in the amount of \$2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability.
 - b. Automobile Liability insurance with coverage limits of \$1,000,000.00 combined single limit for losses resulting from operation of vehicles and maintenance equipment owned or leased by the City and used in providing services to be rendered under this Agreement and/or operation of vehicles to transport participants utilizing Mama Johnson Field.
 - c. Workers compensation insurance coverage in the amount of \$500,000.00.
- D. The Authority shall provide evidence of insurance coverage as set forth immediately herein below. The Authority shall furnish to the City, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and said coverage shall name the City as an additional insured.
- a. Comprehensive General Liability Insurance coverage in the amount of \$2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability.
 - b. Automobile Liability insurance with coverage limits of \$1,000,000.00 combined single limit for losses resulting from operation of vehicles and maintenance equipment owned or leased by the City and used in providing services to be rendered under this Agreement and/or operation of vehicles to transport participants utilizing Mama Johnson Field.
 - c. Workers compensation insurance coverage in the amount of \$500,000.00.

SECTION SEVEN

DEFAULT

The following events shall constitute default of this Agreement:

- A. Failure of either party to pay any undisputed amount that becomes due

under this Agreement, for a period greater than sixty (60) days after the amount becomes due and written demand is made;

B. The assessment by the City that: (i) the Authority has not performed its obligations set forth in this Agreement hereunder in an adequate or satisfactory manner; or (ii) the Authority has not utilized the City's financial contributions, described hereunder, for the purposes described herein, subject to the right to cure as set forth in Section Eight of this Agreement.

C. The appointment of a receiver or other trustee for either of the parties;

D. Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, subject to the right to cure as set forth in Section Eight of this Agreement.

E. The non-appropriation of necessary funding by the City, in accordance with applicable laws, for the payments required hereunder shall furnish grounds for termination of the Agreement pursuant to Section Eight. Termination under this Subparagraph E of this Agreement shall be effectuated by either party's providing thirty (30) days' written notice of its intent to terminate this Agreement. Such termination shall be effective upon the expiration of the aforementioned thirty (30) day period. The City's inability to legally obtain and/or appropriate proper funding shall be deemed a default for which no damages may be awarded to either party or to any beneficiaries, whether intended or unintended, and any litigation resulting from the City's non-appropriation of funding shall not entitle any party or any beneficiary, intended or unintended, to an award of attorney fees or costs.

SECTION EIGHT TERMINATION

1. In the event of default as defined in Section Seven of this Agreement, except as set forth in Subsection (E) of Section Seven, the non-defaulting party may serve upon the defaulting party a written notice of its intent to terminate this Agreement and demand that the defaulting party cure such default within sixty (60) days from the date of such written notice. If the defaulting party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no

force or effect. If, however, the defaulting party has not cured the default by the end of the sixty (60) day period, after the expiration of the sixty (60) day period, the non-defaulting party may serve upon the defaulting party written notice of the former party's intent to terminate this Agreement immediately.

2. Upon termination of this Agreement, the parties shall promptly pay any outstanding unpaid sums due and owing under this Agreement.

3. The rights granted pursuant to this Section Eight are in addition to any other rights and remedies for breach of contract available to the non-defaulting party at law or in equity.

SECTION NINE SUCCESSORS AND ASSIGNS

The terms of this Agreement shall be binding upon all transferees, successors, grantees or assignees of the parties as though named in this Agreement.

SECTION TEN NOTICE

1. All notices, request, or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, and shall be registered or certified or may be provided via personal service or via Federal Express or other recognized national overnight mail carrier.

2. If intended for the Authority, such correspondence shall be sent to the Executive Director at 400 Harrison Street, Hoboken, New Jersey 07030. If intended for the City, all such correspondence shall be sent to the Council President, Corporation Counsel and City Clerk, located at 94 Washington Street, Hoboken, New Jersey 07030.

3. A change in address must be noticed in the manner set forth in this Section. Any notice, request or approval required or permitted shall be deemed given and received by the addressee on the third business day after mailing or upon delivery, if personally delivered or sent by overnight carrier.

SECTION ELEVEN

RESOLUTION OF DISPUTES

Should any bona fide dispute arise between the parties with respect to any of the terms and conditions hereunder, such bona fide dispute shall be presented to the New Jersey State Board of Mediation for mediation. The parties agree that every best effort shall be made by both parties to resolve any and all disputes prior to mediation and, if no resolution is reached, the dispute shall be presented to mediation. In the event mediation fails, all disputes arising under this Agreement shall be subject to binding arbitration, which shall be conducted in accordance with the laws of the State of New Jersey.

SECTION TWELVE

WAIVER

A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement.

SECTION THIRTEEN

MISCELLANEOUS

- A. Invalidity. If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.
- B. Entire Agreement/Modifications. This Agreement supersedes any and all prior or other oral or written Agreements between the parties. This Agreement may be altered, modified or amended only in writing executed by both of the parties hereto. This Agreement contains the entirety of the Agreement between the parties. There are no other oral Agreements or presentations binding the parties hereto.
- C. Governing Law. This Contract shall be governed by the laws of the State of New Jersey and in compliance with all directives and policies of the Department of Housing and Urban Development (HUD) and all ordinances,

policies and provisions of the City.

SECTION FOURTEEN

EFFECTIVE DATE

This Agreement shall become effective if legally approved by the governing agents of the Authority and the City, in accordance with applicable law. The effective date of this Agreement shall be the date executed by the final signatory on the signature page.

SECTION FIFTEEN

SIGNATURES

The parties agree that this Agreement may be signed and executed in counterpart, and that the failure of the parties to be mutually present during such signing or execution, or that the failure of all parties' signatures to appear on the same original of the Agreement, shall not be construed as taking from the validity and effect of same.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES BEGIN ON THE NEXT PAGE.

CITY OF HOBOKEN

HOUSING AUTHORITY OF THE
CITY OF HOBOKEN

By: _____
Dawn Zimmer, Mayor

By: Jean Rodriguez
Jean Rodriguez, Chairwoman
Board of Commissioners

Dated: _____

Dated: Jan 11, 2012.

Attest: _____
James Farina, City Clerk

By: [Signature]
Carmelo Garcia, Executive Director

Approved as to Form:

[Signature]
Mark A. Tabakin, Esq.
Corporation Counsel

Approved as to Form:

[Signature]
Charles P. Daglian, Esq. Hoboken
Hoboken Housing Authority

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Resolution Receiving Corrective Action Plan for the SFY 2010 Audit

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

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

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

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

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

BE IT FURTHER RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to accept the Corrective Action Plan for the City of Hoboken SFY 2010.

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

Reviewed By:

Approved as to Form:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

Date of Meeting:

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT ARTICLE XXV SIGNAGE DESIGNATING DRIVEWAYS AND LOADING ZONES OF CHAPTER 190 OF THE ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN ENTITLED "VEHICLES AND TRAFFIC" TO AMEND RESTRICTIONS FOR PARKING IN FRONT OF DRIVEWAYS

THE CITY COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section One: The following amendments shall be made to the "Parking in front of Driveway" section of Hoboken City Code Section 190-41.1 (additions in underline, deletions in ~~striketrough~~):

190-41.1 Parking in front of Driveway

G. markings for driveway shall not exceed the minimum necessary clearance to safely ingress and egress the driveway.

H. No permits shall be issued for multi use or connecting driveways.

Section Two: All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be part of the Hoboken Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. Proper signs shall be erected in accordance with the current "Manual on Traffic Control Devices." This ordinance shall take effect as provided by law.

Date of Introduction: February 1, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

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

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

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

Dawn Zimmer, Mayor

Sponsored by: Mason

Seconded by: Occhipinti

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: Feb. 1, 2012

ADOPTED:

APPROVED:

City Clerk

Mayor

APPROVED AS TO FORM:

Corporation Counsel