

Sponsored by: _____

Secoded by: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
OCTOBER 17, 2013**

<u>RAFFLES</u>	<u>(\$20.ea)</u>	<u>1 ITEM</u>
ST. JOSEPH CHURCH		RA 1435
61 MONROE STREET		50/50 RAFFLE
HOBOKEN, NJ 07030		DRAWN ON MAY 4, 2014

<u>VENDORS</u>	<u>(\$100.00)</u>	<u>1 ITEM</u>
THOMAS M. DEMARTINE		
311 HARRISON ST #495		
HOBOKEN, NJ 07030		

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

October 17, 2013 City Council Meeting

Operator Licenses: 11 Total

Owner Licenses: 1 Total

Taxi Operator Licenses -2 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Ramirez	Teofilo	TAXI	T0127-13	\$75
2	Beshay	Emad	TAXI	T0128-13	\$75
3	Behkit	Yousry	TAXI	T0129-13	\$75
4	Abeidallah	Remon	TAXI	T0130-13	\$75
5	Lugo-Presinal	Pascaul	TAXI	T0131-13	\$75
6	Girgis	Amir	TAXI	T0132-13	\$75
7	Awad	Medhat	TAXI	T0133-13	\$75
8			TAXI		
9			TAXI		

Total Fees: \$525
Total Licenses:

Limo Operator Licenses -4 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Valdez	Ramon	LIMO	L0014-13	\$75
2	Beltre	Angel	LIMO	L0106-13	\$75
3	Matos	Bienvenido	LIMO	L0107-13	\$75
4	Martinez	Charlie	LIMO	L0108-13	\$75
5			LIMO		
6			LIMO		
7			LIMO		
8			LIMO		
9			LIMO		

Total Fees: \$300
Total Licenses:

Taxi Owner Licenses -0 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1	JULIO LINO	Taxi	6	\$ 500

Total Fees: \$ 500
Total Licenses: 1

Limo Owner Licenses - 3 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1				

Total Fees: \$ -
Total Licenses: 0

* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2013

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$	
ADM BUSINESS ADMINISTRATION	IOPERATING	13-02024	THE JAYSON COMPANY	DIESEL PURCHASED-HURR. SANDY	\$ 437.20	
		13-03428	GOVCONNECTION, INC.	POWERSUPPLY FOR BA'S COMPUTER	\$ 118.00	
		13-03471	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES FOR S. MARKS	\$ 710.00	
		13-03788	NICOLE BACHMAN	TOWING REIMBURSEMENT	\$ 273.40	
		13-04024	HOBOKEN PUBLIC LIBRARY	SANDY RELATED DAMAGES-LIBRARY	\$ 59,145.34	
		13-01812	WINNER FORD OF CHERRY HILL	2013 FORD E350 INCLUDES ACC.	\$ 68,386.00	
		13-03175	RUG & FLOOR STORE, INC.	FLOORING FOR HPU	\$ 29,000.00	
		13-03350	IPARK UTILITY	IPD INSTITUTE FOR	Payroll Workshop	\$ 99.00
		13-03753	IOPERATING	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 4,796.21
		13-03791	ITRUST	HOBOKEN CATHOLIC	OEP REFUND 9/19/13	\$ 1,040.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	13-03583	HUDSON REPORTER ASSOC LP	AD FOR SENIOR FREEZE PROGRAM	\$ 1,755.85	
		13-03652	THE OFFICE	HOBOKEN READY PROGRAM FLYER	\$ 480.00	
		13-03661	POGGI PRESS	STATIONERY	\$ 350.00	
ADM MAYOR'S OFFICE	IOPERATING	13-03727	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50	
		13-03728	TANEUM	RIBBONS FOR PRINTERS	\$ 213.00	
		13-03997	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50	
ADM MUNICIPAL COURT	IOPERATING	13-03566	SIEMENS INDUSTRY, INC.	FIRE ALARM SERVICES-MIDTOWN	\$ 6,458.00	
		13-03651	WONDER FIRE PROTECTION, INC.	INSTALLATION OF SPRINKLERS	\$ 7,067.03	
		13-02657	IPARK UTILITY	JASON HAWISZCZAK	GARAGE REFUND	\$ 220.00
		13-02721	NOBEL COMPUTER SYSTEMS, INC.	TOW/IMPOUND SERVICES - 6/13	\$ 2,372.00	
		13-02735	GRECCO & SON TRANSPORT LLC.	GO-4 INTERCEPTOR III - USED	\$ 11,500.00	
		13-02778	J.C. ELECTRICS SERVICE CORP.	ELECTRIC CARS REPAIRS	\$ 2,296.43	
		13-03050	JACKIE STELLING	Refund Midtown Garage	\$ 45.00	
		13-03250	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 253.34	
		13-03459	CONCEPT PRINTING INC.	NO PARKING SIGNS	\$ 1,950.00	
		13-03462	ARCOLA SALES & SERVICE CORP	HOP H-3 PARTS	\$ 1,200.65	
ADM PARKING UTILITY	IOPERATING	13-03569	BOB'S GLASS WORKS	GLASS REPLACEMENT-MIDTOWN	\$ 520.00	
		13-03573	CORY DE VILLIERS	REFUND GARAGE B MONTHLY REV	\$ 235.00	
		13-03635	SARA L. FORMS	Refund Towing	\$ 215.25	
		13-03647	NOBEL COMPUTER SYSTEMS, INC.	HOSTING FEES-JAN./FEB. 2013	\$ 1,000.00	
		13-03648	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 338.57	
		13-03649	TULPEHOCKEN SPRING WATER CO.	BOTTLED WATER	\$ 30.00	
		13-03670	DAWN CIVITELLO	Boot Refund	\$ 206.03	
		13-03675	MEADOWLAND FORD TRUCK SALES	PARTS/LABOR-HOP H-5 VEHICLE	\$ 2,868.22	
		13-03676	NOBEL COMPUTER SYSTEMS, INC.	MONTHLY IMPOUNDS - AUG. 2013	\$ 1,740.00	
		13-03677	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - AUGUST 2013	\$ 3,512.00	
13-03678	GOVCONNECTION, INC.	IT EQUIPMENT	\$ 11.95			

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2013

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$	
ADM PARKING UTILITY	IPARK UTILITY	13-03681	AMANO McGANN, INC.	PAYSTATION SUPPLIES-GARAGE B	\$ 259.60	
		13-03682	UNITRONICS SYSTEMS, INC.	MONTHLY SUPPORT-916 GARDEN ST.	\$ 11,500.00	
		13-03692	TULPEHOCKEN SPRING WATER CO.	WATER BOTTLES	\$ 42.00	
		13-03693	METROPOLITAN COFFEE SERVICE	COFFEE & SUPPLIES	\$ 150.95	
		13-03702	HOBOKEN LOCK & SUPPLY	LOCK REPAIR/INSTALL - HPU	\$ 360.00	
		13-03833	PITNEY BOWES	POSTAGE METER LEASE - 9/13	\$ 204.00	
		13-03834	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE - 8/13	\$ 112.50	
		13-03835	ENTERPRISE RENT-A CAR	VEHICLE RENTAL - SEPT. 2013	\$ 317.53	
		13-03836	P.S.E.&G. COMPANY	UTILITIES-MIDTOWN GARAGE-8/13	\$ 4,443.28	
		13-03838	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	\$ 150.00	
		13-03839	MOJACK INC	SIGNAL & TRAFFIC-SOFTWARE	\$ 1,152.50	
		13-03845	KING'S SON WORK APPAREL &	UNIFORMS - HPU	\$ 185.00	
		13-03846	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 30.00	
		13-03885	PURCHASE POWER	POSTAGE BY PHONE - AUG. 2013	\$ 270.00	
		13-03908	921 PRAXAIR DIST MID-ATLANTIC	CYLINDER RENTAL/916 GARDEN ST.	\$ 30.65	
		13-03922	VERIZON	PHONE CHARGES - AUGUST 2013	\$ 2,491.11	
ADM PERSONNEL	IOPERATING	13-03536	GOVCONNECTION, INC.	BLANK ID CARDS-PERSONNEL DEPT	\$ 78.00	
		13-03592	KENNY PRODUCTS, ID SUPPLIES	EMPLOYEE ID ACCESSORY	\$ 300.00	
		13-03808	GOVCONNECTION, INC.	PERSONNEL MONITOR FOR ID CARDS	\$ 67.95	
ADM SPECIAL COUNSEL	IOPERATING	13-02547	NJICLE	SEMINAR	\$ 170.00	
		13-03284	WEST GROUP - THOMSON REUTERS	JULY 2013 WEST CHARGES	\$ 658.50	
		13-03555	LAWYERS DIARY AND MANUAL	RENEWAL	\$ 99.00	
ADM TAX COLLECTOR	IOPERATING	13-03553	TAX COLLECTORS & TREAS OF N.J	SAUL WITTESEEDUCATIONAL SEMINAR	\$ 35.00	
		13-03897	FRANK BOSI & JULIE PEARLMUTTER	REFUND OVERPAYMENTS	\$ 1,696.10	
		13-03898	CHASE HOME FINANCE	REFUND OVERPAYMENTS	\$ 1,751.56	
		13-03899	CENLAR FEDERAL	REFUND OVERPAYMENTS	\$ 1,768.63	
		13-03900	JOSEPH CONIGLIO	REFUND OVERPAYMENTS	\$ 1,962.63	
		13-03901	MATTHEW HIGGINS & TRACEY REGAN	REFUND OVERPAYMENTS	\$ 4,140.81	
		13-03902	WELLS FARGO HOME MORTGAGE	REFUND OVERPAYMENTS	\$ 1,580.34	
		13-03903	CHASE HOME FINANCE	REFUND OVERPAYMENTS	\$ 4,158.90	
		ITRUST	13-03891	US BANK CUST/FNA	REDEMPTION	\$ 22,601.00
			13-03923	PAM INVESTORS	REDEMPTION	\$ 1,382.99
			13-03949	MUP-2000 INVESTMENTS	REDEMPTION	\$ 1,257.00
ADM/ELECTION	IOPERATING	13-03729	ROYAL PRINTING	GENERAL ELECTION NOVEMBER 5, 2	\$ 1,190.00	
ADM/ELECTIONS	IOPERATING	13-03473	LISA'S ITALIAN DELI, INC	PRIMARY ELECTION 8-13-13	\$ 168.75	
		13-03812	ROYAL PRINTING	MUNICIPAL ELECTION -11-5-13	\$ 345.00	
CD DIRECTOR'S OFFICE	ESCROW	13-02342	4WARD PLANNING LLC	921-923 MADISON ST ESCROW	\$ 4,050.00	

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DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$		
CD MLUL PB ESCROW ACCTS	ESCROW	13-03672	ROSENBERG & ASSOCIATES	DEVELOPERS ESCROW	\$ 495.00		
		13-03750	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 1,050.00		
CD MLUL PLANNING BOARD	IOPERATING	13-03705	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 48.00		
		13-03706	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 697.50		
		13-03707	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 271.25		
CD MLUL ZBA ESCROW ACCTS	ESCROW	13-03450	VSL JOINT VENTURE LLC	REFUND DEVELOPERS ESCROW	\$ 947.89		
		13-03751	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 3,335.00		
		13-03769	STUDIO L, LLC	REFUND DEVELOPERS ESCROW	\$ 1,598.75		
		13-03776	BIJOU PROPERTIES LLC	REFUND DEVELOPERS ESCROW	\$ 3,097.01		
CD MLUL ZONING BD OF ADJ	ESCROW	13-03830	KYLE ENGER	REFUND DEVELOPERS ESCROW	\$ 265.57		
ES CENTRAL GARAGE	IOPERATING	13-01590	BUY WISE AUTO PARTS	CG PARTS - APRIL/MAY 2013	\$ 162.26		
		13-01978	BUY WISE AUTO PARTS	CG AUTO PARTS - MAY/JUNE 2013	\$ 108.08		
		13-02985	M & G AUTO PARTS, INC.	PARTS/CENTRAL GARAGE VEHICLES	\$ 318.00		
		13-03304	AUTOPART INTERNATIONAL	SUPPLIES - CENTRAL GARAGE	\$ 55.08		
		13-03307	BUY WISE AUTO PARTS	CENTRAL GARAGE VEHICLES	\$ 1,571.20		
		13-03460	TRIUSS, INC.	SWEEPER PARTS - CENTRAL GARAGE	\$ 864.84		
		13-03687	TRIUSS, INC.	SANITATION PARTS/LABOR	\$ 4,823.61		
		13-03689	GENERAL SALES ADMINISTRATION	PD VEHICLE PARTS	\$ 245.40		
		13-03699	W.E. TIMMERMAN CO., INC.	SWEEPER PARTS-CENTRAL GARAGE	\$ 127.47		
		13-03700	JESCO, INC.	SWEEPER PARTS-CENTRAL GARAGE	\$ 248.61		
		13-03826	GENERAL LUMBER CO.	Garage -New Storage Room	\$ 1,307.50		
		13-03842	QUALITY AUTOMALL	CENTRAL GARAGE PARTS	\$ 268.27		
		13-03843	BEYER BROTHERS CORP.	SANITATION VEHICLE REPAIRS	\$ 5,410.68		
		ES PUBLIC PROPERTY	IOPERATING	13-03098	HADDAD PLUMBING & HEATING, INC	SEWER CLEAN OUT CITY HALL	\$ 750.00
				13-03533	QUALITY PLUMBING & HEATING	LEAK REPAIR MULTI-SERVICE CEN.	\$ 925.00
				13-03534	JOHN A. EARL CO.	PAPER/BATHROOM SUPPLIES CH	\$ 1,345.74
				13-03598	QUALITY PLUMBING & HEATING	CLEARED BLOCK. MENS RM. P.D.	\$ 200.00
13-03615	RON JON HEATING & COOLING INC			FILTERS/COIL CLEANING C.G.	\$ 1,085.00		
13-03718	A & S BOILER & BURNER CORP.			SERVICED BURNHAM BOILER C.H.	\$ 6,229.59		
13-03745	FCA LIGHTING			BREAKER REPAIR POLICE DEPT.	\$ 225.00		
13-03774	RUG & FLOOR STORE, INC.			FLOOR TILE OFFICE CITY HALL	\$ 3,650.05		
13-03781	GS ELEVATOR INDUSTRIES			ELEVATOR MAINTENANCE 10/1/13	\$ 588.60		
13-03804	FCA LIGHTING			FLOURSCENT LIGHT CENTRAL GAR.	\$ 350.00		
13-03823	NESTLE WATERS NA INC	WATER FILTERS & INSTALLATION	\$ 477.24				
13-03827	METRO FIRE & COMMUNICATIONS	Service Call at Multi 09/11	\$ 378.00				
13-03828	COOPER PEST SOLUTIONS, INC.	GENERAL MAINTENANCE AT C.H.	\$ 87.50				
ES ROADS	IOPERATING	13-03482	CLIFFSIDE BODY CORP.	PARTS SNOW PLOW #148	\$ 2,053.30		

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2013

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
ES ROADS	IOPERATING	13-03618	TILCON NEW YORK	ASPHALT CITY STREETS 8/20/13	\$ 129.17
ES SOLID WASTE	IOPERATING	13-03609	CASINGS OF NEW JERSEY, INC.	TIRE RECYCLING 8/13	\$ 251.50
HS BD OF HEALTH	IOPERATING	13-03531	ESSEX COUNTY REGISTRAR'S ASSO.	CONTINUING EDUCATION COURSE	\$ 35.00
		13-03605	NJ ENVIRONMENTAL HEALTH ASSOC.	CONTINUING EDUCATION	\$ 75.00
		13-03624	NJAFP	MEMBER REGISTRATION	\$ 40.00
		13-03740	HOBOKEN REPORTER	ADVERTISEMENT - FLU VACCINE	\$ 381.35
		13-03809	GOVCONNECTION, INC.	NEW COMPUTER FOR FRANK SASSO	\$ 753.08
HS CULTURAL AFFAIRS	ITRUST	13-03498	MICHAEL WOLFF	SOUND ASSISTANCE	\$ 214.50
		13-03593	MEDIAMIX ENTERTAINMENT	SUMMER CONCERT PERFORMANCE	\$ 1,300.00
		13-03607	MICHAEL FORBES	SOUND ASSIST. - FIELD OPENING	\$ 125.00
		13-03608	MICHAEL WOLFF	SOUND ASSISTANCE	\$ 97.50
		13-03611	ERIN LEE KELLY	PERFORMANCE SHIPYARD PARK	\$ 375.00
		13-03621	COREY PHILLIPS	SOUND ASSISTANCE	\$ 52.00
		13-03623	MONICA FALCONE	PERFORMANCE-SUMMER CONCERTS	\$ 300.00
		13-03657	MICHAEL WOLFF	EVENT ASSISTANCE	\$ 71.50
		13-03784	MICHAEL WOLFF	SERVICES RENDERED	\$ 39.00
		13-03816	DIANE RUBINO	GENERAL OFFICE ASSISTANCE	\$ 287.00
		13-03913	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 1,012.50
		13-03953	DAJUAN BROWN	SERVICES RENDERS ARTS FESTIVAL	\$ 150.00
		13-03954	BRIAN ARANGUREN	SERVICES RENDERED FALL FEST	\$ 150.00
		13-03955	LIZARDO MEDRANO	SERVICES RENDERED-FALL FEST	\$ 150.00
		13-03957	JOHN PEREZ	SERVICES RENDERED-FALL FEST.	\$ 150.00
		13-03958	FRANCISCO DELACRUZ	SERVICES RENDERED	\$ 150.00
		13-03959	MICHAEL MANNING	SERVICES RENDERED	\$ 150.00
		13-03960	DARRELL STEED	SERVICES RENDERED	\$ 150.00
		13-03964	ANGELINA LEDESMA	FESTIVAL ASSISTANCE	\$ 203.00
HS DIRECTOR'S OFFICE	IFEDERAL	13-01113	BOSWELL ENGINEERING	BATTING CAGE STEVENS PARK HO480	\$ 3,496.25
HS PARKS	IO M FUND	13-03485	PABCO INDUSTRIES	2PLY PAPER LEAF BAGS	\$ 1,501.50
		13-03614	FORMED PLASTICS	GLOBE FOR PIER A PARK	\$ 217.80
		13-03952	LOU'S LANDSCAPING & DESIGN INC	PAVER REPAIRS (47,180 SF)	\$ 12,750.00
		13-03983	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - SEPT 2013	\$ 893.13
	IOPERATING	13-03597	ARCMATE MANUFACTURING	REPLACEMENT CUPS	\$ 98.24
		13-03603	QUALITY PLUMBING & HEATING	REMOVE/SNAKE OUT/ RESET TOILET	\$ 625.00
		13-03708	CITY PAINT AND HARDWARE	MISC SUPPLIES FOR PARKS	\$ 167.63
		13-03720	MATERA'S NURSERY	MISC. SUPPLIES/VEHICLE REPAIRS	\$ 1,117.80
		13-03730	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		13-03732	GRO RITE LANDSCAPE SERVICES	LANDSCAPING SERVICES	\$ 2,700.00

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2013

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
HS PARKS	IOPERATING	13-03800	GALAXY FENCE	REPLACE BROKEN FENCE @ DOG RUN	\$ 684.00
		13-03801	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 200.00
		13-03965	BRAIN WAZE STUDIO LLC	PLAQUE FOR COMMUNITY GARDEN	\$ 2,023.28
		13-03927	P.S.E.&G. COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 677.21
HS RECREATION	IOPERATING	13-03819	STAN'S SPORT CENTER	JR. FOOTBALL HELMETS	\$ 948.00
	ITRUST REC FEES	13-03805	STAN'S SPORT CENTER	SOCCER EQUIPMENT	\$ 8,510.80
		13-03806	STAN'S SPORT CENTER	SOCCER SPORTING EQUIPMENT	\$ 1,686.90
		13-03807	STAN'S SPORT CENTER	SOCCER SPORTING EQUIPMENT	\$ 2,253.50
		13-03928	ORLANDO TOLEDO	FOOTBALL TRANSPORTATION	\$ 84.00
		13-03929	HOVIE FORMAN	FOOTBALL TRANSPROTATION	\$ 180.00
		13-03930	ANA MARTINEZ	FOOTBALL TRANSPROTATION	\$ 180.00
		13-03931	FELIX ROSA	FOOTBALL TRANSPORTATION	\$ 210.00
		13-04027	SEAN DUFFY	LACROSSE INSTRUCTOR	\$ 1,530.00
		13-04030	NATIONAL PAL	MEMBERSHIP RENEWAL 2014	\$ 400.00
		HS SENIOR CITIZEN PROGRAM	IOPERATING	13-03868	BIG BANNER
PS FIRE	IHAZMAT	13-03484	HEART SMART TECHNOLOGY	DATA CARD	\$ 92.57
	IOPERATING	13-02367	DANNY HADDAD M.D.	PRE EMPLOYMENT EVALUATIONS	\$ 410.00
		13-03704	BUY WISE AUTO PARTS	REPAIRS TO CHIEFS VEHICLE	\$ 349.30
		13-03792	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
		13-03793	KLINGER TIRE & SERVICE CO.	T2 TIRE REPLACEMENT	\$ 575.00
		13-03794	HOBOKEN LOCK & SUPPLY	LOCK	\$ 28.00
PS FIRE SAFETY	IFIRE ED	13-03341	FOREMOST PROMOTIONS	Fire Prevention Supplies	\$ 5,029.34
		13-03344	HINES PRODUCTS CORP.	Fire Helmets	\$ 2,297.00
		13-03524	ROBBINS & FRANKE, INC.	Car Parts	\$ 192.00
		13-03528	GOVCONNECTION, INC.	Ink for Printer	\$ 483.79
PS POLICE	IOPERATING	12-04564	FLASH TECH., INC.	DOMAIN RENEWAL SERVICE	\$ 789.99
		12-04656	S.MANZO UNIFORM	SUPPLEMENTAL CLASS II UNIFORMS	\$ 320.00
		12-04658	S.MANZO UNIFORM	RETIREMENT BADGES	\$ 1,170.00
		13-01596	OFFICE BUSINESS SYSTEMS, INC.	ANNL LEASE FRT DESK RCRD SYS	\$ 10,938.00
		13-02349	INTAPOL INDUSTRIES	POLICE BADGE	\$ 40.25
		13-02756	JINXX ENTERTAINMENT	ENTERTAINMENT NNO	\$ 300.00
		13-02946	MOTOROLA NORTHERN DIVISION	HANDI TALKIES	\$ 14,660.00
		13-03475	GOLD TYPE BUSINESS MACHINE	CHARGE GUARD	\$ 88.99
		13-03712	CITY PAINT AND HARDWARE	AUGUST BILL	\$ 49.46
		13-03717	S.MANZO UNIFORM	CLASS II UNIFORMS	\$ 5,012.00
		13-03739	GOLD TYPE BUSINESS MACHINES	BARRACUDA UPDATE/REPLACEMENT	\$ 1,148.00
		13-03743	TOSHIBA BUSINESS SOLUTIONS	DATACARD CLEANING	\$ 437.50

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2013

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
PS POLICE	IOPERATING	13-03744	TYCO INTEGRATED SECURITY	10/01/13-12/31/13 SERVICE	\$ 321.78
		13-04020	CABLEVISION	PHONE & INTERNET SVS 9,10/13	\$ 2,745.44
		13-03990	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 9/13	\$ 760.27
UNCLASSIFIED ELECTRICITY	IOPERATING	13-04023	GREEN MOUNTAIN ENERGY	ELECTRIC UTILITY - SEPT 2013	\$ 43,888.71
UNCLASSIFIED INSURANCE	IOPERATING	13-03985	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. OCTOBER 2013	\$ 1,587,024.55
		13-03986	BLUE CROSS BLUE SHIELD NJ (D)	DENTAL INSURANCE AUG/SEPT 2013	\$ 43,143.25
		13-03987	VISION SERVICE PLAN, INC.	VISION INSURANCE OCT 2013	\$ 9,972.41
UNCLASSIFIED TELEPHONE	IOPERATING	13-03915	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENANCE CH 9/13	\$ 1,000.00
		13-03916	CANON FINANCIAL SERVICES, INC.	FAX MACHINE EQUIP/MAIN.	\$ 359.32
		13-03992	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 10/13	\$ 698.36
		13-03975	VERIZON WIRELESS	CELL SERVICES 8-9/13	\$ 10,275.58
		13-04028	CABLEVISION LIGHTPATH, INC.	INTERNET/RESERVE 911 SVS 9/13	\$ 4,020.97
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	13-03917	HOBOKEN WATER SERVICE	UTILITY - WATER 3RD QTR 2013	\$ 6,386.05
ADM ABC BOARD	IOPERATING	13-00928	JERSEY JOURNAL	ADS FOR ABC BOARD	\$ 89.47
Grand Total					\$ 2,133,780.18

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

29-Aug-13	TO	11-Sep-13	Paydate	10/2/2013	
<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	3-01-20-105	7,432.83	0.00	0.00	7,432.83
MAYOR'S OFFICE	3-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	3-01-20-111	7,517.37	0.00	0.00	7,517.37
BUS ADMINISTRATOR	3-01-20-112	16,003.20	0.00	0.00	16,003.20
ABC BOARD	3-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	3-01-20-114	6,164.22	0.00	0.00	6,164.22
GRANTS MANAGEMENT	3-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	3-01-20-120	15,379.92	276.57	0.00	15,656.49
ELECTIONS	3-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	3-01-20-130	22,968.74	0.00	0.00	22,968.74
ACCOUNTS/CONTROL	3-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	3-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	3-01-20-145	8,640.68	0.00	0.00	8,640.68
ASSESSOR'S OFFICE	3-01-20-150	11,854.31	0.00	0.00	11,854.31
CORPORATE COUNSEL	3-01-20-155	11,912.69	0.00	0.00	11,912.69
COMMUNITY DEVELOPMENT	3-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	3-01-21-180	2,019.23	0.00	0.00	2,019.23
ZONING OFFICER	3-01-21-186	4,259.64	0.00	0.00	4,259.64
HOUSING INSPECTION	3-01-21-187	6,142.24	409.86	4.58	6,556.68
CONSTRUCTION CODE	3-01-22-195	21,821.88	545.40	0.00	22,367.28
POLICE DIVISION	3-01-25-241-011	514,449.61	9,579.64	0.00	524,029.25
POLICE CIVILIAN	3-01-25-241-016	30182.27	806.76	0.00	30,989.03
POLICE DIVISION CLASS II	3-01-25-241-015	4,680.00	0.00	0.00	4,680.00
WORKERS COMP		0.00	0.00	3,660.59	3,660.59
CROSSING GUARDS	3-01-25-241-012	13,212.18	0.00	0.00	13,212.18
EMERGENCY MANAGEMENT	3-01-25-252	13,795.99	0.00	0.00	13,795.99

<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	3-01-25-266	431,270.45	10,107.33	0.00	441,377.78
Fire - Straight Time (Differential)		0.00	0.00	0.00	0.00
FIRE CIVILIAN	3-01-25-266-016	17,585.94	0.00	42.38	17,628.32
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STREETS AND ROADS	3-01-26-291-011	17,714.88	391.64	0.00	18,106.52
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ENV SRVCS DIR OFFICE	3-01-26-290	6,381.58	176.64	0.00	6,558.22
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RECREATION SEASONAL EMP	3-0128370016	1,926.00	0.00	0.00	1,926.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
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CENTRAL GARAGE	3-01-26-301	5,264.88	1,304.61	0.00	6,569.49
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SANITATION	3-01-26-305	22,412.48	3,690.21	0.00	26,102.69
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LICENSING DIVISION	3-31-55-501-101	1,201.57	0.00	0.00	1,201.57
Vacation-Pay Out		0.00	0.00	1,802.58	1,802.58
WORKERS COMP		0.00	0.00	188.66	188.66
<hr/>					
HUMAN SRVCS DIR OFFICE	3-01-27-330	7,006.52	0.00	0.00	7,006.52
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BOARD OF HEALTH	3-01-27-332	20,857.04	0.00	0.00	20,857.04
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CONSTITUENT SRCS	3-01-27-333	0.00	0.00	0.00	0.00
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SENIOR CITIZENS	3-01-27-336	13,421.28	524.61	0.00	13,945.89
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RENT STABILIZATION	3-01-27-347	9,740.12	0.00	0.00	9,740.12
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TRANSPORTATION	3-01-27-348	0.00	0.00	0.00	0.00
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RECREATION	3-01-28-370	8,960.10	0.00	0.00	8,960.10
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PARKS	3-01-28-375	12,091.13	0.00	0.00	12,091.13
Works Comp		0.00	0.00	812.41	812.41
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PUBLIC PROPERTY	3-01-28-377	24,154.01	206.22	0.00	24,360.23
STIPEND		0.00	0.00	192.31	192.31
Works Comp		0.00	0.00	1,232.84	1,232.84
<hr/>					
O & M TRUST	T-24-20-700-020	5,214.12	0.00	0.00	5,214.12
<hr/>					
MUNICIPAL COURT	3-01-43-490	35,939.11	0.00	0.00	35,939.11
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PARKING UTILITY	3-31-55-501-101	118,687.37	9,243.35	77.16	128,007.88
<hr/>					
MUN COURT OVERTIME	T-0340000-037	0.00	1,843.77	0.00	1,843.77
<hr/>					
TRUST - RECREATION ADULT PROG	T-03-40-000-108	367.50	0.00	15.00	382.50
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
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FIRE EDUCATION	T-13-10-000-000	0.00	658.40	0.00	658.40
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HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<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:

TRUST TRUST	3-01-28-375-014	0.00	2,416.90	0.00	2,416.90
TRUST PAL	T-03-40-000-004	45.00	0.00	0.00	45.00
Tennis Clinic	G-02-20-200-JT3	210.00	0.00	0.00	210.00
CULTURAL AFFAIRS	3-01-271-760-11	2,988.46	0.00	0.00	2,988.46
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
SALARY ADJUSTMENT	3-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	3-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	50,384.00	50,384.00
HLTH INS EMP WAIV COMP	3-01-30-400-WVR	0.00	0.00	0.00	0.00
SALARY AND WAGES	3-01-46-870-014	0.00	0.00	0.00	0.00
HURRICANE SANDY TRUST FUND	3-01-55-901-014	0.00	5,312.36	0.00	5,312.36
		=====	=====	=====	=====
	GRAND TOTAL	1,498,355.41	47,494.27	58,569.43	1,604,419.11
					1,604,419.11

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOBOKEN, COUNTY OF HUDSON, NEW JERSEY,
AUTHORIZING THE PREPARATION AND DISTRIBUTION
OF OFFERING DOCUMENTS IN CONNECTION WITH THE
SALE OF THE CITY'S GENERAL OBLIGATION PARKING
UTILITY REFUNDING BONDS, SERIES 2013; AUTHORIZING
THE ISSUANCE, SALE AND AWARD OF SAID BONDS;
MAKING CERTAIN DETERMINATIONS AND COVENANTS IN
CONNECTION THEREWITH; AND AUTHORIZING CERTAIN
ACTIONS RELATED THERETO**

BACKGROUND

WHEREAS, on December 18, 2002, the City of Hoboken, County of Hudson, New Jersey ("City"), issued its Parking Utility General Obligation Bonds, Series 2002A, dated December 15, 2002, in the aggregate principal amount of \$17,515,000, bearing interest at rates ranging from 4.00 to 5.25% per annum ("2002A Bonds"); and

WHEREAS, a portion of the 2002A Bonds in the aggregate principal amount of \$13,350,000, and maturing on January 1 in the years 2014, 2018 and 2023 (collectively, the "Callable Bonds"), are subject to redemption prior to maturity at the option of the City on or after January 1, 2013 at a redemption price equal to 100% of the Callable Bonds to be redeemed, plus accrued interest thereon; and

WHEREAS, as a result of the low interest rates prevailing in the municipal bond market, the City has the opportunity to economically refinance up to all of the Callable Bonds; and

WHEREAS, on September 18, 2013, the City Council, pursuant to *N.J.S.A. 40A:2-52*., introduced an ordinance entitled, "**REFUNDING BOND ORDINANCE PROVIDING FOR THE REFINANCING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING PARKING UTILITY GENERAL OBLIGATION BONDS, SERIES 2002A, DATED**

DECEMBER 15, 2002; AUTHORIZING THE ISSUANCE OF UP TO \$14,000,000 OF GENERAL OBLIGATION REFUNDING BONDS (PARKING UTILITY) OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" ("Refunding Bond Ordinance"); and

WHEREAS, on October 17, 2013, the City Council, after a public hearing, finally adopted the Refunding Bond Ordinance; and

WHEREAS, pursuant to the Refunding Bond Ordinance, the City is authorized to issue its refunding bonds, in one or more series, in the aggregate principal amount up to \$14,000,000 to refund up to all of the Callable Bonds; and

WHEREAS, it is the intent of the City Council hereby to: (i) authorize and approve the preparation and distribution of offering documents in connection with the issuance and sale of the Refunding Bonds (as hereinafter defined); (ii) authorize and approve the issuance, sale and award of the Refunding Bonds (as hereinafter defined); and (iii) authorize the Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk to make certain related determinations and covenants and take certain actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), PURSUANT TO THE PROVISIONS OF THE LOCAL BOND LAW, CONSTITUTING CHAPTER 169 OF THE LAWS OF 1960 OF THE STATE OF NEW JERSEY, AS AMENDED AND SUPPLEMENTED ("LOCAL BOND LAW"), AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law, the Municipal Qualified Bond Act,

constituting P.L. 1976, c.38, as amended ("Municipal Qualified Bond Act"), and the Refunding Bond Ordinance, the issuance of negotiable refunding bonds of the City in the aggregate principal amount of up to \$14,000,000, to be designated, substantially, "City of Hoboken, County of Hudson, New Jersey, General Obligation Parking Utility Refunding Bonds, Series 2013" ("Refunding Bonds"), for the purposes described in the Refunding Bond Ordinance and in this Resolution, is hereby authorized, approved, ratified and confirmed.

The Refunding Bonds may be issued as "Qualified Bonds" pursuant to an in accordance with the Municipal Qualified Bond Act if so determined by the Chief Financial Officer, as set forth in Section 3 hereof.

Section 2. The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Refunding Bonds, and the distribution of said Preliminary Official Statement (in physical or electronic form) by NW Capital Markets Inc., as underwriter ("Underwriter"), to prospective purchasers of the Refunding Bonds and others having an interest therein, is hereby authorized, approved, ratified, confirmed and directed. The Mayor, Chief Financial Officer, Director of Finance and Business Administrator are each hereby authorized to deem the Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

Section 3. The Chief Financial Officer is hereby authorized to determine in accordance with the Local Bond Law, specifically, *N.J.S.A. 40A:2-52 et seq.*, and the Municipal Qualified Bond Act, and pursuant to the terms and conditions established by the Underwriter under the Bond Purchase Contract to be entered into by the City and the Underwriter in connection with the sale of the Refunding Bonds ("Purchase Contract") and the terms and conditions hereof, the following items with respect to the Refunding Bonds:

- (a) the total principal amount of the Refunding Bonds which, in the aggregate, shall not

exceed \$14,000,000;

- (b) the annual principal installments of the Refunding Bonds; provided, however, that:
 - (i) the annual debt service payments on the Refunding Bonds does not exceed the existing debt service payments on the Callable Bonds for the corresponding year; and
 - (ii) the final maturity shall be no later than January 1, 2023;
- (c) the dated date of the Refunding Bonds and the principal and interest payment dates for the Refunding Bonds; provided, however, that the Refunding Bonds must be structured to produce level annual debt service savings;
- (d) the rates of interest the Refunding Bonds are to bear; provided, however, that an overall net present value savings of at least three percent (3%) is achieved with respect to the Callable Bonds;
- (e) the purchase price for the Refunding Bonds; provided, however, that the Underwriters' discount for the Refunding Bonds shall not exceed \$5.00 per \$1,000 principal amount of such Refunding Bonds;
- (f) whether the Refunding Bonds shall be issued as "Qualified Bonds" pursuant to the Municipal Qualified Bond Act; and
- (g) the redemption provisions of the Refunding Bonds.

Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and delivery of the Purchase Contract by the Chief Financial Officer or the Director of Finance as provided for in Section 5 hereof.

Section 4. The Chief Financial Officer shall report in writing to the City Council at the meeting next succeeding the date when any sale or delivery of the Refunding Bonds pursuant to this resolution is made. Such report must include whether the Refunding Bonds were issued as "Qualified Bonds" pursuant to the Municipal Qualified Bond Act, the aggregate principal amount, the interest rate or rates and the maturity schedule of the Refunding Bonds sold, the price obtained, and the redemption provisions thereof, if any. The Chief Financial Officer shall also, within ten (10) days of the issuance of the Refunding Bonds, file with the Local Finance Board, Division of Local Government Services, New Jersey Department of Community Affairs a report including: (i) a comparison of the debt service schedules for both the Callable Bonds and the Refunding Bonds showing annual present value savings; (ii) a summary of the terms of the

Refunding Bonds; (iii) an itemized accounting of all costs of issuance of the Refunding Bonds; (iv) a certification that the issuance of the Refunding Bonds has complied with all conditions required pursuant to *N.J.A.C. 5:30-2.5*; and (v) a certified copy of this Resolution.

Section 5. If the Refunding Bonds are issued as "Qualified Bonds" in accordance with the Municipal Qualified Bonds Act, pursuant to and in accordance with *N.J.S.A. 40A:3-7*, within ten (10) days subsequent to the issuance of the Refunding Bonds, the Chief Financial Officer shall certify, in writing, to the State Treasurer the name and address of the Paying Agent (as hereinafter defined), the maturity schedule for the Refunding Bonds and the interest rates and dates of payment of debt service on the Refunding Bonds.

Section 6. The Refunding Bonds shall be sold at a negotiated sale to the Underwriter in accordance with the terms and conditions set forth in the Purchase Contract. The Purchase Contract is hereby authorized to be executed and delivered on behalf of the City by the Mayor, Chief Financial Officer or Director of Finance, in substantially the form on file in the offices of the City, with such changes as the Mayor, Chief Financial Officer or Director of Finance in their respective sole discretion, after consultation with, among others, Bond Counsel and the Financial Advisor (as hereinafter defined) to the City, shall determine, such determination to be conclusively evidenced by the execution of the Purchase Contract by an authorized officer as determined hereunder.

Section 7. The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Refunding Bonds maturing in each year. Both the principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository ("Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for

recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of the Securities Depository and its participants. The principal of and interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of either : (i) the 1st day of the calendar month containing an interest payment date; or (ii) the 15th day of a calendar month next preceding an interest payment date, as applicable (the record dates for the Refunding Bonds). The Refunding Bonds will be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Chief Financial Officer, attested by the City Clerk or Deputy City Clerk (such execution shall constitute conclusive approval by the City of the form of the Refunding Bonds), and shall bear the affixed, imprinted or reproduced seal of the City thereon. The Refunding Bonds shall not be valid or obligatory for any purpose unless the Authentication Certification printed thereon shall be duly executed by an authorized officer of the Paying Agent (hereinafter mentioned).

Section 8. The City is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

Section 9. In the event that the Securities Depository may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued

in book-entry form shall be converted to registered bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Registered Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 10. The Refunding Bonds shall be general obligations of the City. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the Refunding Bonds and, to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

If issued as "Qualified Bonds" in accordance with the Municipal Qualified Bond Act, the Refunding Bonds shall also be entitled to the benefits of and the security provided by the Municipal Qualified Bond Act.

Section 11. The preparation of a final official statement ("Official Statement") with respect to the Refunding Bonds is hereby authorized and directed. Within seven (7) business days of the sale of the Refunding Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the City will deliver sufficient copies of the Official Statement to the Underwriter to comply with Paragraph (b)(4) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended ("Rule 15c2-12"). The Mayor, Chief Financial Officer and Director of Finance are each hereby authorized to execute the Official Statement, and the distribution thereof to the Underwriter and others is hereby authorized and directed. The execution of the final Official Statement by the Mayor, Chief Financial Officer or Director of Finance shall constitute conclusive evidence of approval by the City of the changes therein from the Preliminary Official Statement. The Mayor, Chief Financial Officer and Director of Finance are each hereby authorized to approve any

amendments of or supplements to the Official Statement.

Section 12. The appointment of McElwee & Quinn, LLC, Cherry Hill, New Jersey ("Printer"), to provide printing, electronic and physical dissemination services for the City with respect to the Preliminary Official Statement and Official Statement (hereinafter defined) is hereby authorized, approved, ratified and confirmed. The Chief Financial Officer and Business Administrator are each hereby authorized and directed to enter into an agreement with Printer for the services to be provided.

Section 13. The City hereby covenants that it will not make any use of the proceeds of the Refunding Bonds or do or suffer any other action that would cause: (i) the Refunding Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Refunding Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Refunding Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 14. The City hereby covenants as follows: (i) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement (except through normal retirement) financed directly or indirectly with the proceeds of the Callable Bonds; (ii) it does not intend to, during the term that the Refunding Bonds are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement (except through normal retirement) financed directly or indirectly with the proceeds of the Callable Bonds; (iii) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code; (iv) it shall take no action that would cause the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code; (v) it will not employ a device in connection with the issuance by it of the Refunding Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a

result of the lower interest rates on the Refunding Bonds than on the Callable Bonds; (vi) the amount of "excess gross proceeds", as such term is defined in Income Tax Regulation §1.148-10(c)(2), of the Refunding Bonds will not exceed one percent (1%) of the proceeds received from the sale thereof; and (vii) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation §1.148-0 through 1.148-11, 1.149(b)-1 and 1.149(i)-1, 1.149(g)-1, 1.150-1 and 1.150-2 as such regulations and statutory provisions may be modified insofar as they apply to the Refunding Bonds.

Section 15. The Chief Financial Officer and Business Administrator are each hereby authorized and directed to engage the services of a qualified financial institution to serve as paying agent for the Refunding Bonds ("Paying Agent") and as escrow agent ("Escrow Agent") for the Refunded Bonds (hereinafter defined). The Mayor, Chief Financial Officer and Business Administrator are each hereby authorized to execute and deliver an agreement with the Paying Agent and the Escrow Agent for the services to be provided.

Section 16. The Escrow Agent is hereby authorized, if so directed by the City, to redeem the Callable Bonds on their respective first call dates, at a redemption price equal to 100% of the Callable Bonds to be redeemed, plus interest accrued to the redemption date ("Refunded Bonds"). The Escrow Agent shall mail any required notice of redemption as set forth in the Refunded Bonds and in the Escrow Deposit Agreement (hereinafter mentioned) by and between the City and the Escrow Agent.

Section 17. To provide for the redemption of the Refunded Bonds as set forth in Section 16 above, the Mayor, Chief Financial Officer and Business Administrator are each hereby authorized to execute and deliver an escrow deposit agreement ("Escrow Deposit Agreement") on behalf of the City and to make the deposit of moneys and investments specified therein ("Escrow Investments").

Section 18. The appointment of Acacia Financial Group, Inc., Marlton, New Jersey ("Financial Advisor"), to provide financial advisory services for the City in connection with the authorization, issuance, sale and delivery of the Refunding Bonds is hereby ratified, authorized, approved and confirmed. The Mayor, Chief Financial Officer and Business Administrator are each hereby authorized and directed to enter into an agreement with the Financial Advisor for the services to be provided.

Section 19. In order to assist the Underwriter in complying with the secondary market disclosure requirements of Rule 15c2-12, the Mayor, Chief Financial Officer and Business Administrator are each hereby authorized to execute on behalf of the City before the issuance of the Refunding Bonds an agreement with Paying Agent, as dissemination agent, providing for the preparation and filing of the necessary reports in accordance with Rule 15c2-12.

Section 20. The Chief Financial Officer and Business Administrator are each hereby authorized to engage the services of Ferraioli, Wielkocz, Cerullo & Cuva, P.A., Pompton Lakes, New Jersey ("Verification Agent"), to verify the mathematical accuracy of certain computations made by the Underwriter regarding: (i) the adequacy of the maturing principal of and interest on the Escrow Investments to pay each series of the Refunded Bonds as set forth in the Escrow Deposit Agreement; and (ii) the yields on the Refunding Bonds and the Escrow Investments.

Section 21. The Chief Financial Officer, Director of Finance and Business Administrator are each hereby authorized to pay the costs associated with the issuance of the Refunding Bonds and refunding of the Refunded Bonds.

Section 22. If necessary or advisable, the appropriate City officials and the City's professional advisors are hereby authorized to (i) obtain one or more ratings on the Refunding Bonds; and (ii) furnish certain information to the various municipal bond insurance companies concerning the City and the Refunding Bonds for the purpose of qualifying the Refunding Bonds for municipal bond insurance. The Mayor, Chief Financial Officer, Director of Finance and

Business Administrator are each hereby authorized to execute such documents as may be necessary or appropriate to effectuate the obtainment of ratings for the Refunding Bonds and the obtainment of municipal bond insurance with respect to the Refunding Bonds if determined to be cost effective.

Section 23. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, other City officials or by the City's professional advisors, in connection with the authorization and issuance of the Refunding Bonds and the refunding of the Refunded Bonds, as described in the Refunding Bond Ordinance, are hereby ratified, confirmed, approved and adopted in all respects.

Section 24. The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk are each hereby severally authorized to determine all matters and execute all documents and instruments in connection with the issuance of the Refunding Bonds and refunding of the Refunded Bonds, as described in the Refunding Bond Ordinance, not determined or otherwise directed to be executed by applicable law, or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk or Deputy City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 25. All resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 26. This Resolution shall take effect immediately upon adoption this 17th day of October, 2013.

Date of Meeting: October 17, 2013

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Melissa Longo, Esq.
Corporation Counsel

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

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

Date: October 11, 2013

To: Hoboken City Council

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

From: Brandy Forbes, Community Development Director *BF*

Subject: Resolution Submitting Proposed Resolution for Area in Need of Rehab to Planning Board

On the agenda for the October 17, 2013 Hoboken City Council Meeting is a resolution to send a proposed resolution for an Area in Need of Rehabilitation consideration to the Hoboken Planning Board. The site for consideration is Block 74 Lots 3-20 and adjacent rights of way. This is the vacant site on Jackson Street and 7th Street.

As you may recall, this property is being considered as a public park as part of the redevelopment of Monroe Phase V site in the Northwest Redevelopment Area. Although the development proposed at this site is in a redevelopment area, the location of the public amenity is not in a designated redevelopment or rehabilitation area. In reviewing the proposal, there are some concerns for safety, access and light/aesthetics to the area. In order to explore other options that may offer a better planning solution for this area rather than concentrating the dense development on one site, the City would have to designate the public amenity site as an Area in Need of Rehabilitation. The Administration has already investigated that the site meets the criteria. In order to explore all options for the best land use planning for this proposal, it is recommended that the City Council take the next step and send this to the Planning Board for consideration as an Area in Need of Rehabilitation.

Once the resolution is forwarded to the Planning Board for their consideration, they will have up to 45 days to evaluate and submit any recommendations back to the City Council. At that time the City Council may choose to officially designate. If designated, then the City Council may explore other alternatives for both the development site and the amenity site for the best planned project.

Please feel free to forward any questions you may have in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting.

Thank you.

Introduced by: _____

Seconded by: _____

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

**RESOLUTION SUBMITTING PROPOSED RESOLUTION AND
REHABILITATION STUDY TO THE PLANNING BOARD OF THE CITY OF
HOBOKEN FOR THE PURPOSE OF DESIGNATING BLOCK 74, LOTS 3 – 20
AND ADJACENT RIGHTS OF WAY AS AN AREA IN NEED OF
REHABILITATION**

WHEREAS, pursuant to the “Local Redevelopment and Housing Law,” N.J.S.A. 40A:12A-1 et seq., a municipality may designate an area in need of rehabilitation; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-14, a delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that the following conditions exist in an area:

- (1) ... a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and
- (2) A program of rehabilitation, as defined in section 3 of P.L. 1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community.

WHEREAS, prior to adoption of the resolution, the governing body shall submit the proposed resolution to the municipal planning board for its review; and

WHEREAS, within 45 days of its receipt of the proposed resolution, the municipal planning board shall submit its recommendations regarding the proposed resolution, including any modification which it may recommend, to the governing body for its consideration; and

WHEREAS, thereafter, or after the expiration of the 45 days if the municipal planning board does not submit recommendations, the governing body may adopt the resolution, with or without modification; and

WHEREAS, pursuant to the attached Study entitled: “Existing Water and Combined Sanitary/Storm Sewer Study for Area In Need of Rehabilitation, Block 74, Lots 3-20 and Adjacent Rights of Way, prepared by Maser Engineering, dated October 9, 2013 (“Rehabilitation Study”), it has been determined that Block 74, Lots 3-20, also known as 605-633 Jackson Street and 628-632 Monroe Street, and Adjacent Rights of Way (the “Area”), meets the conditions required for a determination that the Area is in need of Rehabilitation; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-14 the governing body shall submit a proposed resolution for designating an area in need of rehabilitation to the planning board for its review and recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN AS FOLLOWS:

1. The City Council of the City of Hoboken submits the attached proposed Resolution and Rehabilitation Study regarding the proposed designation of the Area as an area in need of rehabilitation (Exhibit A) to the Planning Board of the City of Hoboken for its review and recommendations.
2. The Planning Board of the City of Hoboken shall have 45 days to transmit its recommendations to the governing body.
3. This Resolution shall take effect immediately.

Meeting Date: October 17, 2013

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

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

EXHIBIT A - RESOLUTION TO BE FORWARDED TO PLANNING BOARD

Introduced by: _____

Seconded by: _____

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

**RESOLUTION DESIGNATING BLOCK 74, LOTS 3 - 20 AND ADJACENT
RIGHTS OF WAY AS AN AREA IN NEED OF REHABILITATION**

WHEREAS, pursuant to the "Local Redevelopment and Housing Law," N.J.S.A. 40A:12A-1 et seq., a municipality may designate an area in need of rehabilitation; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-14, ("LRHL") a delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that the following conditions exist in an area:

- (3) ...a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and
- (4) A program of rehabilitation, as defined in section 3 of P.L. 1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community.

WHEREAS, the a study entitled: Block 74, Lots 3-20 and Adjacent Rights of Way, Area in Need of Rehabilitation, Existing Water And Combined Sanitary/Storm Sewer Study, prepared by Maser Engineering, dated October 9, 2013 ("Rehabilitation Study"), which is marked Schedule A and attached hereto concludes that Block 74, Lots 3 - 20, also known as 605-633 Jackson Street and 628-632 Monroe Street, and the Adjacent Rights of Way (the "Area") meets the conditions required for a determination that the Area is in need of Rehabilitation because

- (1) more than fifty percent (50%) of the water and sewer infrastructure within the Area is over 50 years old, and
- (2) a program of rehabilitation will prevent further deterioration and promotes the overall development of

EXHIBIT A (CONT.) - RESOLUTION TO BE FORWARDED TO PLANNING BOARD

the community; and

WHEREAS, the City Council of the City of Hoboken adopted a Resolution providing for the submittal of this resolution to the City of Hoboken Planning Board for its review and recommendations on October 17, 2013; and

WHEREAS, pursuant to the LRHL after the municipal planning board's review, or after the expiration of the 45 days, if the municipal planning board does not submit recommendations, the governing body may adopt the resolution, with or without modification; and

WHEREAS, on _____ the City of Hoboken Planning Board provided the City Council with its comments and recommendations, and

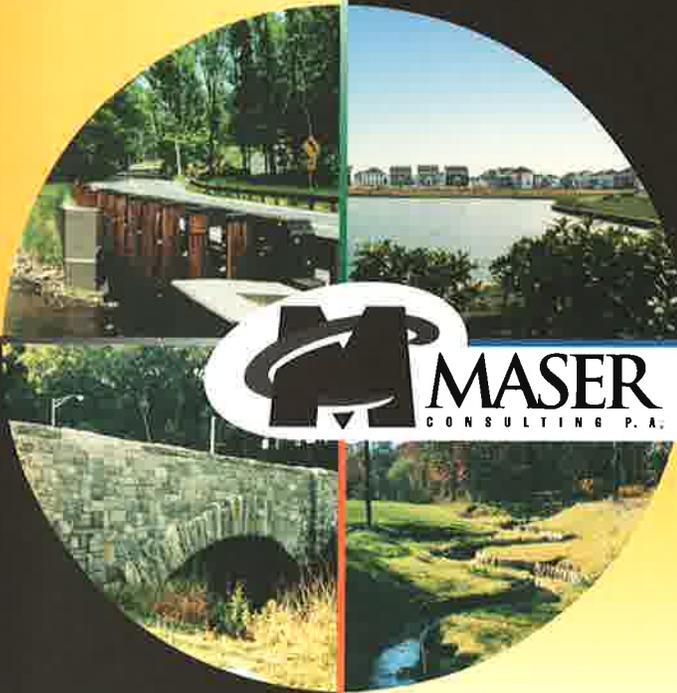
WHEREAS, the City of Hoboken is situated in an area where development and redevelopment is encouraged by the State of New Jersey; and

WHEREAS, this Resolution upon adoption shall be submitted by the City Clerk to the Commissioner of the New Jersey Department of Community Affairs; and

WHEREAS, pursuant to the provisions of the LRHL, the determination that the Area is in need of rehabilitation shall take effect upon the transmittal of this Resolution by the City Clerk to the Commissioner of the New Jersey Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN AS FOLLOWS:

4. The City Council of the City of Hoboken designates the Area as "an area in need of rehabilitation."
5. The purpose of this designation is to promote and facilitate the overall development of the community, including the Area.
6. This Resolution shall take effect immediately upon transmittal by the City Clerk of this Resolution to the Commissioner of the New Jersey Department of Community Affairs.



**Engineers
Planners
Surveyors
Landscape
Architects
Environmental
Scientists**

Existing Water & Combined Sanitary / Storm Sewer Study

FOR
Area In Need of Rehabilitation
Block 74, Lots 3 – 20, and Adjacent Rights of Way
City of Hoboken, New Jersey, Hudson County

October 9, 2013

Prepared By

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MC Project No. HOP-144

**Engineering
For Tomorrow's
Challenges**

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INTRODUCTION

The Area In Need of Rehabilitation Study Area (the “Study Area”) is defined as Block 74, Lots 3 through 20. The Study Area is located on the west side of the City and includes the following City Rights of Way (ROWS) that have been identified as part of the Study Area:

- 7th Street;
- Monroe Street;
- Jackson Street;

The Hoboken City Council is seeking a recommendation from the Planning Board regarding the designation of the above referenced study area as an “Area in Need of Rehabilitation.”

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

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



INFORMATION SOURCES

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

- a. Site visit of the Study Area, conducted on September 20, 2013;
- b. Photographs of Study Area, taken at above referenced site visit, September 20, 2013 (Appendix A);
- c. Discussions with Philip Reeve of the North Hudson Sewerage Authority (NHSA) on September 19, 2012;
- d. Email dated December 14, 2012 sent by Joseph Sensale of United Water to Kay LiCausi, forwarded to this office on December 17, 2012 (Appendix F);
- e. Review of Sewer System Mapping made available by North Hudson Sewerage Authority (Appendix C);
- f. Review of Tax Map information (Appendix E);
- g. FEMA FIRM Map – Map Number 34017C0106D (Firmette provided in Appendix D);

STUDY AREA DEFINITION

The Study Area includes Hoboken City ROWs that were identified as located within the limits described as follows:

- 7th Street, between Monroe Street and Jackson Street;
- Jackson Street Between 6th Street and 7th Street;
- Monroe Street between 6th Street and 7th Street;

STUDY AREA CHARACTERISTICS

Maser Consulting has reviewed available mapping of the area and has performed a site visit. After reviewing all available information, this office offers the following description of the site characteristics of the Study Area:



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

The existing lots within the Study area were developed with a number of buildings and impervious concrete or paved areas. Some small areas of overgrown vegetation also exist on the site.

- The area is serviced by above ground utilities, which appear to include electric, cable, and telephone. This is evident by the telephone poles and associated above ground wires located in the Study Area (Photo #1).
- The area is serviced by underground utilities including gas, combined sanitary/storm sewer, and water. This is evident by manholes (Photo #s 2 and 3), storm sewer collection inlet grates (Photo #s 4 and 5), gas valves (Photo # 6), and water valves (Photo #s 7 and 8) found in the Study Area.



DESCRIPTION OF EXISTING COMBINED SANITARY/STORM SEWER UTILITY

Maser Consulting has reviewed the information available, as of September 23, 2012, for the existing combined sanitary/storm sewer system within the Study Area. The following information is based on our review:

- The combined sanitary/storm sewer system in Hoboken is owned and operated by the North Hudson Sewerage Authority (NHSA).
- Sanitary Sewer Manholes (Photo #s 2 and 3), as well as storm sewer collection inlet grates (Photo #s 3 and 4), were found in the study area confirming the presence of the combined gravity sanitary/storm sewer system.
- The NHSA Mapping shows that the sanitary/storm sewer system was constructed of concrete pipe and brick pipe.
- The NHSA Mapping shows that the combined gravity sanitary/storm sewer infrastructure is located in the following roadways within the Study Area:
 - a. 7th Street, between Monroe Street and Jackson Street;
 - b. Jackson Street Between 6th Street and 7th Street;
 - c. Monroe Street between 6th Street and 7th Street;
- In the previously referenced discussion, Mr. Reeve of NHSA indicated that the combined sanitary/storm sewer system within Hoboken was constructed in three (3) phases. The first phase was constructed pre-1900, the second phase was constructed pre-1919, and the third phase was constructed pre-1939. Mr. Reeve indicated that the sanitary/storm sewer system located in the Study Area was constructed in the pre-1919 phase, around 1916.



- Mr. Reeve indicated that the following exists within the roadways that are located in the Study Area:
 - a. 5'-0" X 4'-9" concrete trunk line exists in 7th Street. The trunk line, which eventually increases in size to 7'-0" X 4'-9", transports flows in the following manner:
 - i. Easterly from Jackson Street to Garden Street;
 - ii. Southerly within Garden Street, from 7th Street to 4th Street;
 - iii. Easterly along 4th Street to the 5th Street Pumping Station.
 - b. 2' X 6" brick sewer exists within Monroe Street that directs the flows in a southerly direction from 7th Street to 1st Street;
 - c. 2'-9" X 3'-6" cast in place sewer exists in Jackson Street that directs flows to the truck line in 7th Street.

- Mr. Reeve indicated that a cleaning project was conducted on the 5'-0" X 4'-9" concrete trunk line in 7th Street between Jackson Street and Garden Street. Mr. Reeve confirmed that the trunk line was cleaned and found to be in good condition.

- No information was provided regarding any rehabilitation work performed on the 2' X 6" brick sewer in Monroe Street or the 2'-9" X 3'-6" cast in place sewer in Jackson Street.

- The information provided above confirms that only a portion of the storm/sanitary sewer system within the study area was rehabilitated.

DESCRIPTION OF EXISTING WATER UTILITY

Maser Consulting has reviewed the information available, as of September 25, 2013, for the existing water utility within the Study Area. The following information is based on our review:



- The Water System in Hoboken is operated and maintained by United Water. Mr. Sensale indicated that the City of Hoboken owns the water system (See Water Supply Agreement in Appendix B).
- In addition to the information provided by Mr. Sensale, water valves that were found in the Study Area are indicative of the existence of a water system in the roadways (Photo #s 7 and 8). In addition, fire hydrants that were found in the Study area also confirm the presence of the water system (photo #8).
- Based on discussions with Mr. Sensale of United Water, all of the existing water mains located in Hoboken, that have not been recently replaced (such as in Jackson Street between a point north of 6th Street and a point south of 7th Street), are cast iron non-cement lined piping.
- Mr. Sensale indicated that the exact age of the system is unknown. However, when water pipes were excavated to make repairs, Mr. Sensale indicated that United Water has seen dates cast in the pipe as far back as the mid-1800s.
- In the above referenced email, Mr. Sensale indicated that new cement lined ductile iron pipes have been installed at various areas in the City to support development projects. A review of the list provided by Mr. Sensale revealed that a cement lined ductile iron water main was installed in Jackson Street between a point north of 6th Street and a point south of 7th Street. The water main replacement is evident by what appears to be a water utility trench observed in Jackson Street (See Photo #9).
- No evidence was found of a water main repair/replacement in the remainder of Jackson Street outside of the observed utility trench. In addition, no evidence was found of water main upgrades being performed on Monroe Street or Jackson Street within the Study Area.



- The evidence observed confirms that only a portion of the water system within the study area was rehabilitated.

BASIS FOR “AREA IN NEED OF REHABILITATION” CLASSIFICATION

Proof for deeming an “Area in Need of Rehabilitation” involves showing that the age of the water and storm/sanitary sewer systems are at least fifty (50) years old and the fact that a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community. The following is provided regarding the sanitary/storm sewer and water systems as related to the classification defined above:

- a. The storm/sanitary sewer system was constructed of brick, cast in place concrete pipe, and concrete pipe within the Study Area.
- b. The combined sanitary/storm sewer system was most likely constructed around 1916, but could have been constructed as far back as 1900. This would make the sanitary/sewer system at least 97 years old. However, the sanitary/sewer system could be as old as 113 years.
- c. The NHSA has already conducted a rehabilitation project that consists of the cleaning of the 5’-0” X 4’-9” concrete trunk line exists in 7th Street.
- d. The existing water system was constructed of cast iron non-cement lined pipe.
- e. The exact age of the water system is unknown. However, when water pipes were excavated to make repairs, Mr. Sensale indicated that United Water has seen dates cast in the pipes as far back as the mid 1800’s. This evidence shows that the water system is over 50 years old.
- f. United water has already rehabilitated a portion of the system in the area by installing a cement lined ductile iron water main in Jackson Street between a point north of 6th Street and a point south of 7th Street.



Combined Sanitary/Storm Sewer System in Need of Rehabilitation

Since the combined sanitary/storm sewer was constructed in the 1900 to 1919 construction phase (around 1916), it has been determined that the combined sanitary/storm sewer system is over fifty (50) years old. In addition, it is clear that the combined sanitary/storm sewer system is undersized for its intended purpose. This is evident from the amount of flooding that is experienced within the Study Area, and the City, during rainfall events.

The intended purpose of the combined sanitary storm sewer system is to facilitate movement of sanitary sewer flows as well as storm flows through the conveyance system to sewage treatment and/or sewage pumping facilities. Since the undersized system cannot accommodate sanitary sewer and storm sewer flows during rainfall events, the system overflows into the streets of the City. This is clear from the flooding that is experienced in the Study Area and the City (See the attached FEMA FIRMetete Map in Appendix D).

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

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



Further, it is evident that the sanitary/storm sewer system is in need of repair of substantial maintenance due to the fact that while NHSA has completed a cleaning project of a portion of the system within the study area, the remaining sanitary sewer mains have not been the subject of a rehabilitation program. It can be expected that the remaining mains will benefit from the rehabilitation program just as the main that was rehabilitated did. This confirms that fact that a program of rehabilitation, or continued rehabilitation, can be expected to prevent further deterioration and promote the overall development of the community.

Water System in Need of Rehabilitation

It is evident that the water system is over fifty (50) years old, by the dates cast in the existing pipes removed to conduct repairs. In addition, the need to repair water main breaks, which is supported by the high publicized water main breaks within the City, verifies that the existing water system would benefit from program of rehabilitation. Further, the fact that United Water is currently rehabilitating portions of the system, which is evident by installation of the cement lined ductile iron water main in one section of the Study Area, further confirms that the existing water system would benefit from a program of rehabilitation.

It is expected that the rehabilitation of the existing water system will prevent further deterioration by limiting the number of water main failures that cause water interruptions for City residents as well as emergency services. In addition, a rehabilitation program may also allow for the upgrade of the system to better serve the residents with improved water services, such as greater fire flows.

CONCLUSION

The Hoboken City Council is seeking a recommendation from the Planning Board regarding the designation of the above referenced study area as an “Area in Need of Rehabilitation.” To have an area deemed in need of rehabilitation, the Applicant must show that “a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of



repair or substantial maintenance; and a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community.”

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

- a. The water system and the combined storm/sanitary sewer system are over 50 years old.
- b. Due to water main breaks that interrupt water service to City residents, as well as the fact that water mains are being replaced by United Water, it is clear that the water system will benefit from a rehabilitation program.
- c. Due to repeated flooding of the Study Area because of the undersized combined storm/sanitary sewer system, it is clear that the combined storm/sanitary sewer system will benefit from a rehabilitation program.
- d. In addition, because of the fact that NHSA and United Water are already conducting rehabilitation projects in the City further confirms that a program of rehabilitation can be expected to prevent further deterioration and promote the overall development of the community.
- e. The rehabilitation programs, for both the water and sewer systems, will prevent further deterioration and promote the overall development of the community by further protecting the health, safety, and welfare of the City.

APPENDIX A
SITE PHOTOGRAPHS



Photo #1 Above Ground Utilities



Photo #2 Sanitary/Storm Sewer System Manhole

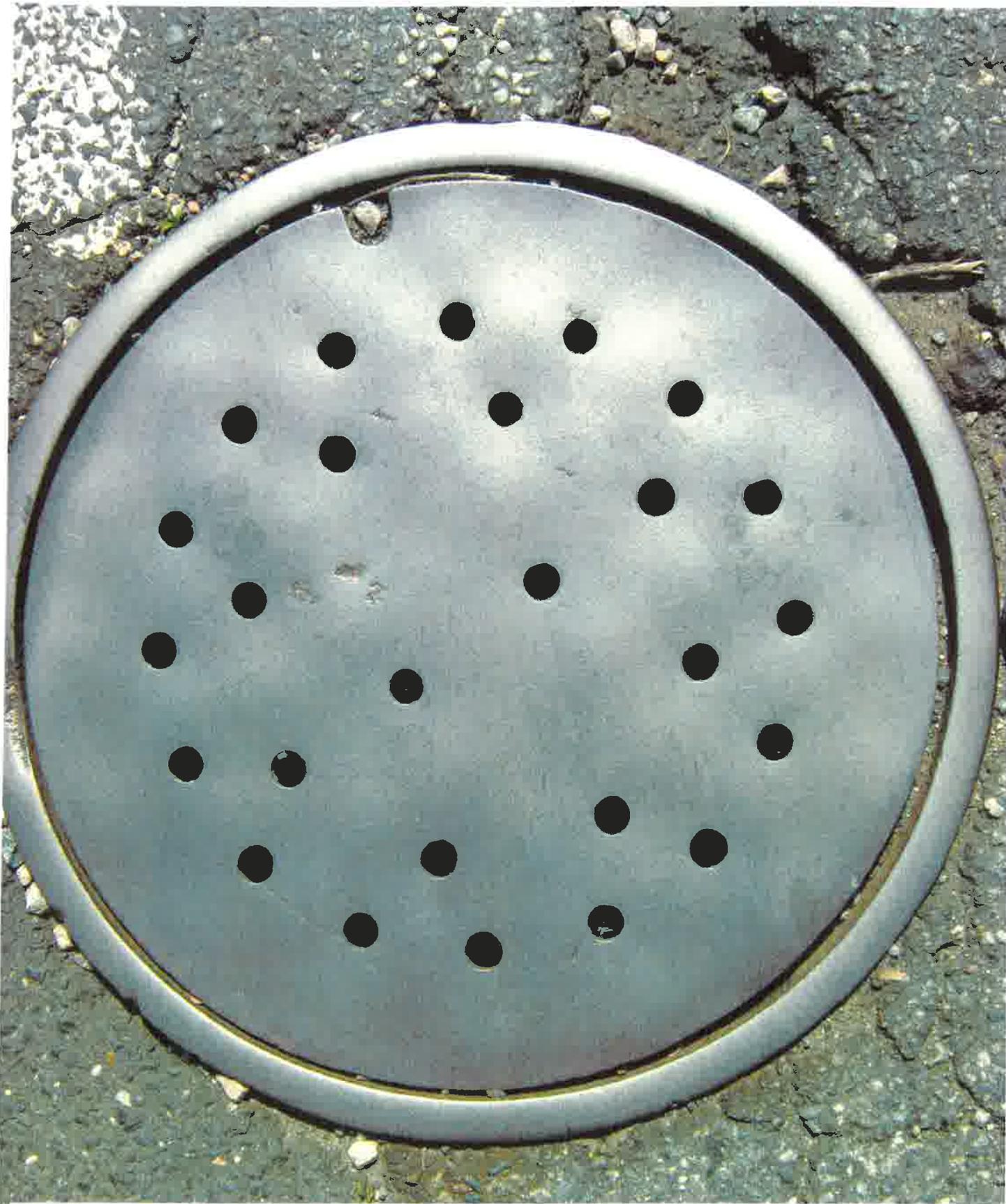


Photo #3 Sanitary/Storm Sewer System Manhole



Photo #4 Sanitary/Storm Sewer System Inlet

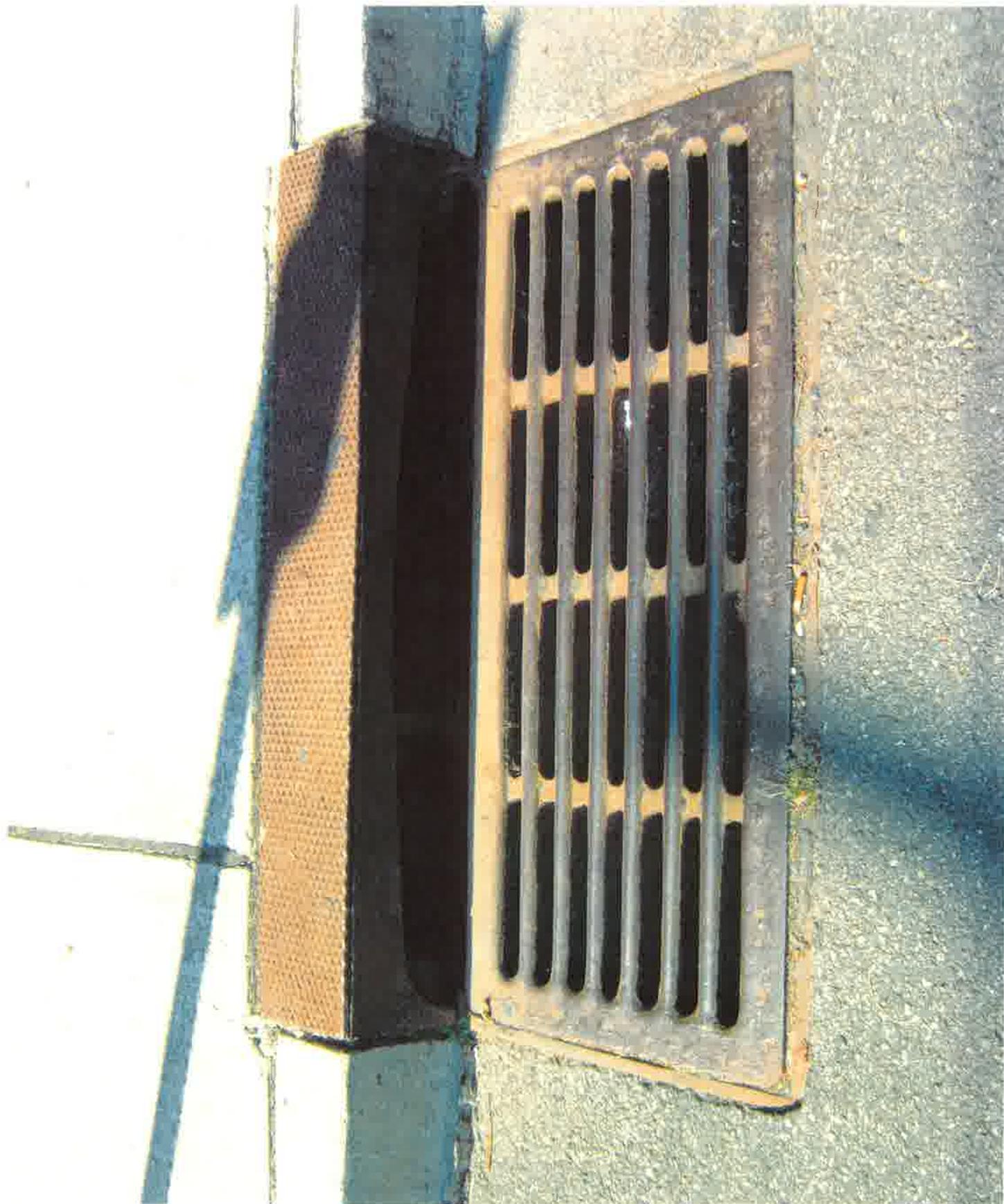


Photo #5 Sanitary/Storm Sewer System Inlet



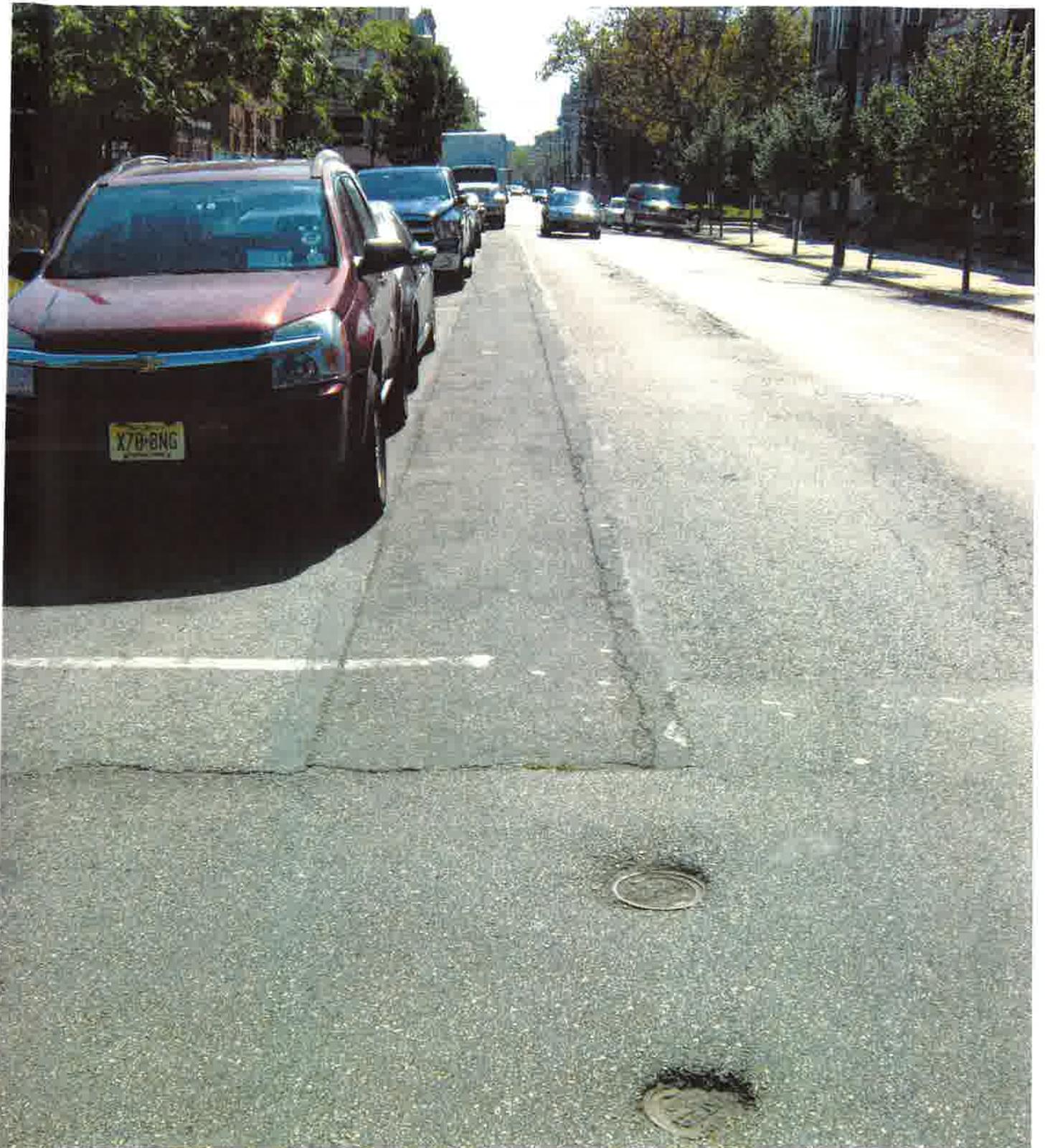
Photo #6 Gas Valve



Photo #7 Water Valve

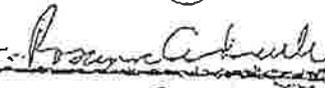


Photo #8 Water Valve and Fire Hydrant



APPENDIX B

WATER SUPPLY AGREEMENT


 Approved by _____

 Received by _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF HOBOKEN
 AUTHORIZING THE MAYOR TO ENTER INTO A WATER SUPPLY
 REQUIREMENT CONTRACT BETWEEN THE CITY OF HOBOKEN
 AND HOBOKEN WATER SERVICES**

WHEREAS, the City of Hoboken entered into a Water Supply Agreement setting forth a bulk order contract for the supply of water to the city dated January 16, 1997 with Hoboken Water Services, which agreement shall expire on December 31, 2002; and

WHEREAS, the City also has an existing Operations and Management agreement with Hoboken Water Services dated May 18, 1994 (O&M Agreement) which agreement shall expire on June 30, 2014; and

WHEREAS, the City desires to enter into a Water Supply Agreement with United Water Hoboken, Inc., a New Jersey Corporation formerly known as Hoboken Water Services, in order to bridge the gap between the Water Supply Agreement in place and the Operations and Management Agreement and to have both agreements coincide;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken that the Mayor and is hereby authorized to enter into the attached Water Supply Requirement Agreement between the City of Hoboken and United Water Hoboken, Inc. whereby United Water Hoboken, Inc. shall supply to the City all of its water requirements for both private and public purposes for a term to expire on June 30, 2014; and be it further

RESOLVED, that the Water Rate shall remain \$1,500.00 per million gallons of water supplied through the expiration of the new contract period; and be it further

RESOLVED, that the Company shall pay to the City \$8,000.00 per month as provided in the attached agreement; and be it further

RESOLVED, that this resolution is authorized without public bidding pursuant to N.J.S.A. 40A:11-5(1)(f).

MEETING: February 17, 1999

Approved As To Form

Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

FEB 17 1999

James J. Savino
CITY CLERK

WATER SUPPLY REQUIREMENT BETWEEN THE CITY OF HOBOKEN AND UNITED WATER HOBOKEN, INC.

THIS AGREEMENT, made this 19TH of February, 1999, by and between the City of Hoboken, in the County of Hudson, a municipal corporation, ("City") and United Water Hoboken, Inc., a corporation of the State of New Jersey ("Company"), formerly known as Hoboken Water Services, having its principal office at 200 Old Hook Road, Harrington Park, New Jersey;

WITNESSETH THAT:

WHEREAS, the City and the Company entered into a Water Supply Agreement on January 16, 1997; and

WHEREAS, said Agreement provides that the Company provide up to 6,000,000 gallons of water per day; and

WHEREAS, the price per million gallons is \$1,500.00 for the years 1998 through 2002; and

WHEREAS, the Water Supply Agreement is to expire on December 31, 2002; and

WHEREAS, the Company also is the Operations and Management Contractor for the City, which contract will expire on June 30, 2014; and

WHEREAS, there is a gap between the Water Supply Agreement and the Operations and Management Agreement between January 1, 2003 and June 30, 2014; and

WHEREAS, it is in the mutual best interest of the parties to have the Agreements coincide;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as to the following modification of the Agreement, dated January 16, 1997:

- I. Paragraph IV. CHARGES FOR WATER SUPPLIED, Section 4.1 Water Rate shall remain \$1,500.00 per million gallons of water supplied through the expiration of the new contract period.
- II. Paragraph V. TERM OF AGREEMENT, Section 5.1 Commencement Date shall be modified to expire on June 30, 2014.
- III. Paragraph IV. CHARGES FOR WATER SUPPLIED, Section 4.3 Contract Credit shall be modified requiring the Company to pay the City \$8,000.00 per month, commencing on the first month next succeeding the date of this Agreement until the date of termination on June 30, 2014.

WATER SUPPLY REQUIREMENT BETWEEN
THE CITY OF HOBOKEN AND HOBOKEN WATER SERVICES

THIS AGREEMENT, made this 16th day of JANUARY,

Nineteen Hundred and Ninety-Seven, by and between the CITY OF HOBOKEN, in the County of Hudson, a municipal corporation, ("City") and Hoboken Water Services, a corporation of the State of New Jersey ("Company") having its principal office at 200 Old Hook Road, Harrington Park, New Jersey:

WITNESSETH THAT:

WHEREAS, the City owns and the Company operates a water transmission and distribution system for the supply of water for both private and public use (the "City Water System");

WHEREAS, the City anticipates terminating its existing Bulk Water contract and desires a source of water supply upon termination of said Bulk Water contract.

WHEREAS, the City has an existing Operations and Management Agreement with the Company, dated May 18, 1994 (O & M Agreement);

AND, WHEREAS, the Company and the City have agreed that it is mutually advantageous to the parties for the Company to supply water to the City, pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. GENERAL OBLIGATIONS

1.1 Requirements: The Company agrees to provide and the City agrees to purchase all of its water requirements, both for private and public purposes (the "Requirements") from the Company as hereinafter provided.

1.2 Quality: The Company agrees to provide such water according to all water quality and other standards for wholesale water pursuant to applicable governmental regulation and as specified in the C & M Agreement.

1.3 Use Within City Limits: The City agrees to use the water to be provided pursuant to this Agreement solely for use within the City limits.

II. WATER SUPPLY

2.1 Exclusive Supplier: The City agrees that the Company will be the sole and exclusive supplier of water to the City during the term of the Agreement.

2.2 Water Supply Obligation: The Company agrees to supply water to the City at a rate not to exceed 6,000,000 gallons a day. In the event of a fire protection emergency, or future demand, where the City requires more than the 6,000,000 gallons per day, the Company agrees to use its best efforts to provide safe, adequate and proper service to meet the City's excess demand for water.

2.3 Measurement: All water delivered to the City shall be continuously measured by one or more meters presently located at existing meter stations or such further meter stations as may be agreed upon by the parties.

III. FACILITIES

3.1 Appurtenant Vaults and Meters: The Company, at its own cost and expense, will provide vaults for the purpose of housing meters to be furnished and installed by the Company, together with

any valves and appurtenances necessary for the installation of said meters.

3.2 Capital Improvements: The facilities referred to in Section 3.1 shall be collectively referred to herein as the "Capital Improvements". The Company will own, operate, maintain and control the Capital Improvements. The Capital Improvements referred to herein are in addition to any capital improvement obligations pursuant to the O & M Agreement.

3.3 Permits: The City will provide all permits, within the City, as may be necessary or appropriate for the installation of the above described facilities.

3.4 Meier Reading: The City, upon reasonable notice to the Company, shall have the right to have access to read the meters for the purpose of checking their accuracy.

IV. CHARGES FOR WATER SUPPLIED

4.1 Water Rate: The City agrees to pay for water supplied by the Company at the rate schedule set forth below during the term of this Agreement:

Calendar Year 1997:	\$1,400.00 per million gallons of water supplied;
Calendar Years 1998 to 2002, inclusive:	\$1,500.00 per million gallons of water supplied.

4.2 Billing and Payment: A monthly bill shall be based upon actual usage of water for that month. The Company shall take as a credit against receipts all sums due on or before the thirtieth (30) day after the charge to the City is booked.

4.3 Contract Credit: The Company agrees to pay the City \$7,500.00 per month for each month during the term of this agreement. The payments referenced herein shall terminate on December 31, 2002. The first payment shall be due on a pro rata share on the date of commencement of this Agreement as set forth above.

V. TERM OF AGREEMENT

5.1 Commencement Date: The term of the Agreement shall commence upon the date set forth above and upon receipt of approval of any necessary approvals from the New Jersey Department of Environmental Protection, and shall terminate on December 31, 2002.

VI. AGENCY APPROVAL

6.1 This agreement shall be filed with and subject to approval or consent of the New Jersey Bureau of the Water Allocation, Division of Water Resources, Department of Environmental Protection, and any other governmental agencies whose approval or consent may be required.

VII. GENERAL

7.1 No Benefit: This Agreement is deemed to be for the benefit of the parties hereto and no third party shall acquire any rights or claims by reason of this Agreement.

7.2 Notices: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly received by the City if delivered or mailed by

registered mail to the City Director of Environmental Services, City Hall, City of Hoboken, New Jersey and to the Company if delivered or mailed by registered mail to the Office of the Secretary, Hoboken Water Services, 200 Old Hook Road, Harrington Park, New Jersey. If mailed, the date of mailing shall be deemed to be the date on which notice is given, and the postal receipt shall be conclusive evidence between the parties as to the fact and time of delivery.

7.3 Authority: It is represented that the persons signing this Agreement for the respective parties have the authority to do so.

7.4 Title to Equipment: Title to Capital Improvements shall, at all times, remain in the Company.

7.5 Unavoidable Delay: The performance of the Company's obligations hereunder are subject to unavoidable delay as defined herein. The Company shall not be considered in default in the performance of any of its obligations hereunder should an unavoidable delay occur. For purposes of this Agreement, unavoidable delay shall mean any delay suffered by the Company resulting from any (i) act of God, (ii) fire, flood, earthquake, blizzard, storm or other casualty, (iii) strike, lockout, or other labor dispute, (iv) riot, insurrection, civil commotion, sabotage, vandalism or enemy or hostile governmental action, (v) inability to procure labor, materials or supplies, (vi) transportation delay or freight embargo, (vii) Governmental Regulation, (viii) judicial or other legal restriction or proceeding, actual or threatened,

pertaining to or affecting the performance of any covenant to be performed hereunder, (ix) failure or delay by the City in full and prompt performance of its obligations under the Agreement or otherwise, (x) failure or delay by any contractor, subcontractor, supplier or materialman, (xi) temporary delays caused by the repair or reconstruction of the Capital Improvements or the Company's system, (xii) any drought or water emergency as declared or proclaimed by a state or governmental authority, or (xiii) other conditions beyond the control of the Company.

7.6 Assignment: Neither party may assign or transfer this Agreement without the other party's written consent, except that the Company may assign this Agreement to its parent, to a subsidiary of its parent, to a wholly owned subsidiary or to any successor of any of them as the result of consolidation or merger, or to a purchaser of a substantial portion of its business and/or assets.

7.7 Binding Effect: This agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

7.8 Non-Waiver: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

7.9 Headings: Headings in this Agreement are for reference and convenience only and shall not be used to define or construe its terms or provisions.

7.10 Governmental Law: This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

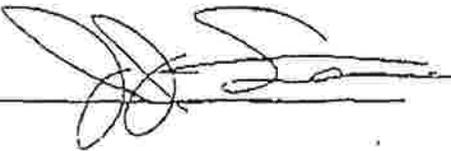
7.11 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

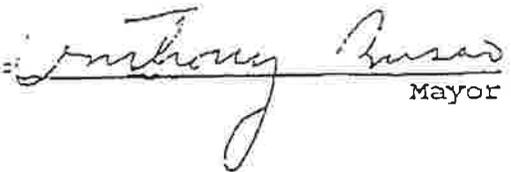
7.12 Merger: This Agreement, in addition to the aforementioned O & M Agreement, contains and embodies the entire agreement between the parties hereto. No agreements shall be effective to change, modify, waive, release, discharge, terminate or effect this Agreement unless such agreement is in writing and is signed by the party against whom enforcement is sought.

ATTEST:

1-16-97

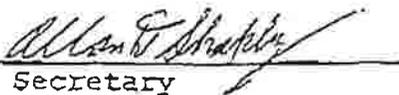
CITY OF HOBOKEN



BY: 
Mayor

ATTEST:

HOBOKEN WATER SERVICES


Secretary

BY: 
President Officer

Apr 29 03 02:54p

Robert Thiele

201-594-1395

P. 22

Robert Thiele
Theresa Ad...

RESOLUTION OF COUNCIL OF THE
CITY OF HOBOKEN AUTHORIZING THE MAYOR
TO EXECUTE A WATER WHEELING AGREEMENT
BETWEEN THE CITY OF HOBOKEN AND THE
UNITED WATER NEW JERSEY, INC.

WHEREAS, the City of Hoboken entered into a Water Wheeling Agreement with United Water New Jersey, Inc., dated January 16, 1997 in order to diversify potential sources of potable water available to the City, as such diversification has aided in the prevention of water supply disruptions, water emergencies and has enhanced emergency supply for fire protection services;

NOW, THEREFORE, BE IT RESOLVED by the Counsel of the City of Hoboken that the Mayor be and is hereby authorized to enter into the attached Water Wheeling Agreement between the City of Hoboken and United Water New Jersey, Inc. which amends certain terms of the January 16, 1997 agreement to provide for the payment by United Water New Jersey, Inc. of \$6,000.00 per month to the City pursuant to the terms of the attached Agreement; and be it further

RESOLVED, that pursuant to its terms, the attached Water Wheeling Agreement shall terminate on December 31, 2012 unless extended beyond that date; and be it further

RESOLVED, that pursuant to the terms of the attached Water Wheeling Agreement, if it is not extended beyond December 31, 2012, United Water New Jersey, Inc. will allocate \$6,000.00 per month wheeling charge in addition to the charges due in the Agreement entitled "Water Supply Requirement Between the City of Hoboken and Hoboken Water Services dated January 16, 1997. Said payment will be made until the termination of the later Agreement on June 30, 2014; and be it further

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
N.J.S.A. 40A:11-5(1)(f).

RESOLVED, that this contract is entered into without public bidding pursuant to

James J. ...
February 17, 1999

Approved as to form:

FEB 17 1999

WATER WHEELING AGREEMENT BETWEEN THE CITY OF HOBOKEN AND UNITED WATER NEW JERSEY, INC.

THIS AGREEMENT, made this 19th day of February, 1997, by and between the City of Hoboken, in the County of Hudson, a municipal corporation ("City") and United Water New Jersey, Inc. a corporation and franchised public utility of the State of New Jersey ("United Water" or "Company") having its principal office at 200 Old Hook Road, Harrington Park, New Jersey:

WITNESSETH THAT:

WHEREAS, the parties entered into a Water Wheeling Agreement on January 16, 1997;

WHEREAS, it is the desire of the parties to increase the payments by the Company to the City; and

WHEREAS, in all other respects the terms and conditions remain the same;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as to the following modification of the Agreement, dated January 16, 1997:

I. Paragraph II CHARGES FOR WATER WHEELING, Section 2.1 Water Wheeling Rate: United Water agrees to pay to the City the sum of \$6,000.00 per month from the date of the first month next succeeding the date of this Agreement until the date of termination on December 31, 2012.

II. If this Agreement is not extended beyond December 31, 2012, the Company will allocate the \$6,000.00 per month wheeling charge in addition to the charges due in the Agreement entitled "Water Supply Requirement Between the City of Hoboken and Hoboken Water Services," dated January 16, 1997. Said payment will be made until the termination of the later Agreement on June 30, 2014.

Attest

Russell M. D'Angelo
ATTORNEY AT LAW,
STATE OF NEW JERSEY

CITY OF HOBOKEN

By: Anthony Russo
MAYOR

Attest

Allyson D. Shady

UNITED WATER NEW JERSEY, INC.

James J. Russo
OFFICER

WATER WHEELING AGREEMENT BETWEEN THE CITY OF HOBOKEN AND UNITED WATER NEW JERSEY INC.

THIS AGREEMENT, made this 16th day of JANUARY,

Nineteen Hundred and Ninety-Seven, by and between the CITY OF HOBOKEN, in the County of Hudson, a municipal corporation, ("City") and UNITED WATER NEW JERSEY INC., a corporation and franchised public utility of the State of New Jersey ("United Water" or "Company") having its principal office at 200 Old Hook Road, Harrington Park, New Jersey:

WITNESSETH THAT:

WHEREAS, the City owns a water transmission and distribution system for the supply of water for both private and public use (the "City Water Supply System");

WHEREAS, the City has determined that the public health, safety and welfare would be served by diversifying potential sources of potable water available to the City, and that such diversification would aid in the prevention of water supply disruptions, water emergencies and to enhance emergency supply for fire protection services;

WHEREAS, United Water will cause the necessary construction of pipes and equipment to make a back-up, emergency source of water available to the City from a separate source;

AND, WHEREAS, United Water and the City have agreed that it is mutually advantageous to the parties for United Water to cause additional water facilities to be constructed in the City to provide a back-up emergency source of supply and to permit United Water to use the facilities of the City's Water Supply System to

transmit (or wheel) water to other locations outside the City, pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. GENERAL OBLIGATIONS

1.1 Water Wheeling: The City Agrees to permit United Water to use the City's Water Supply System to transmit water owned or controlled by United Water through the City to locations outside the City.

1.2 No Interference with Water Supply System: United Water shall exercise reasonable care to ensure the wheeling of water through the City's Water Supply System shall not interfere with the operations of the Water Supply System.

1.3 Installation of Facilities: The Company, at its own cost and expense, shall reconstruct to the extent required and reactivate the dormant interconnection at Park Avenue in the Township of Weehawken and the City of Hoboken.

1.4 New Connection: The Company, at its own cost and expense, will construct a new 24-inch pipeline to interconnect to the Company's existing 24-inch main between Harbor Road in the Township of Weehawken and the City's 30-inch main located in Willow Avenue in the City.

1.5 Appurtenant Vaults and Meters: The Company, at its own cost and expense, will provide vaults at or near the connections referred to in Sections 1.3 and 1.4 for the purpose of housing meters to be furnished and installed by the Company, together with

any valves and appurtenances necessary for the installation of said meters.

1.6 Capital Improvements: The facilities referred to herein and above shall be collectively referred to herein as the "Capital Improvements". The Company will own, operate, maintain and control the Capital Improvements.

1.7 Permits: The City will provide all permits, within the City, as may be necessary or appropriate for the installation of the above described facilities.

1.8 Cost of Secondary or Emergency Water: The new facilities hereinabove mentioned will give the City an emergency, or secondary water supply. In the event such supply is activated, the cost of water to the City will be at the then prevailing cost of water supply from the City's primary water source.

II. CHARGES FOR WATER WHEELING

2.1 Water Wheeling Rate: United Water agrees to pay the City the sum of \$5,000.00 per month from the date of completion of the interconnection described herein for the duration of this Agreement.

III. TERM OF AGREEMENT

3.1 Term: The term of the Agreement shall commence upon the date set forth above and shall terminate on December 31, 2012.

IV. GENERAL

4.1 No Benefit: This Agreement is deemed to be for the benefit of the parties hereto and no third party shall acquire any rights or claims by reason of this Agreement.

4.2 Notices: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly received by the City if delivered or mailed by registered mail to the City Director of Environmental Services, City Hall, City of Hoboken, New Jersey and to the Company if delivered or mailed by registered mail to the Office of the Secretary, United Water New Jersey, Inc. 200 Old Hook Road, Harrington Park, New Jersey. If mailed, the date of mailing shall be deemed to be the date on which notice is given, and the postal receipt shall be conclusive evidence between the parties as to the fact and time of delivery.

4.3 Authority: It is represented that the persons signing this Agreement for the respective parties have the authority to do so.

4.4 Title to Equipment: Title to Capital Improvements shall, at all times, remain in the Company.

4.5 Unavoidable Delay: The performance of the Company's obligations hereunder are subject to unavoidable delay as defined herein. The Company shall not be considered in default in the performance of any of its obligations hereunder should an unavoidable delay occur. For purposes of this Agreement, unavoidable delay shall mean any delay suffered by the Company resulting from any (i) act of God, (ii) fire, flood, earthquake, blizzard, storm or other casualty, (iii) strike, lockout, or other labor dispute, (iv) riot, insurrection, civil commotion, sabotage, vandalism or enemy or hostile governmental action, (v) inability to

procure labor, materials or supplies, (vi) transportation delay or freight embargo, (vii) Governmental Regulation, (viii) judicial or other legal restriction or proceeding, actual or threatened, pertaining to or affecting the performance of any covenant to be performed hereunder, (ix) failure or delay by the City in full and prompt performance of its obligations under the Agreement or otherwise, (x) failure or delay by any contractor, subcontractor, supplier or materialman, (xi) temporary delays caused by the repair or reconstruction of the Capital Improvements or the Company's system, (xii) any drought or water emergency as declared or proclaimed by any state or governmental agency or authority, or (xiii) other conditions beyond the control of the Company.

4.6 Assignment: Neither party may assign or transfer this Agreement without the other party's written consent, except that the Company may assign this Agreement to its parent, to a subsidiary of its parent, to a wholly owned subsidiary or to any successor of any of them as the result of consolidation or merger, or to a purchaser of a substantial portion of its business and/or assets.

4.7 Binding Effect: This agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

4.8 Non-Waiver: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

4.9 Headings: Headings in this Agreement are for reference and convenience only and shall not be used to define or construe its terms or provisions.

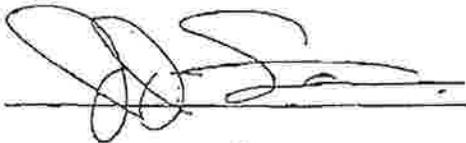
4.10 Governmental Law: This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

4.11 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.12 Merger: This Agreement contains and embodies the entire agreement between the parties hereto and shall not be modified except by the mutual written agreement of the parties hereto.

ATTEST: 1-16-97

CITY OF HOBOKEN



BY: Anthony Russo
Mayor

ATTEST:

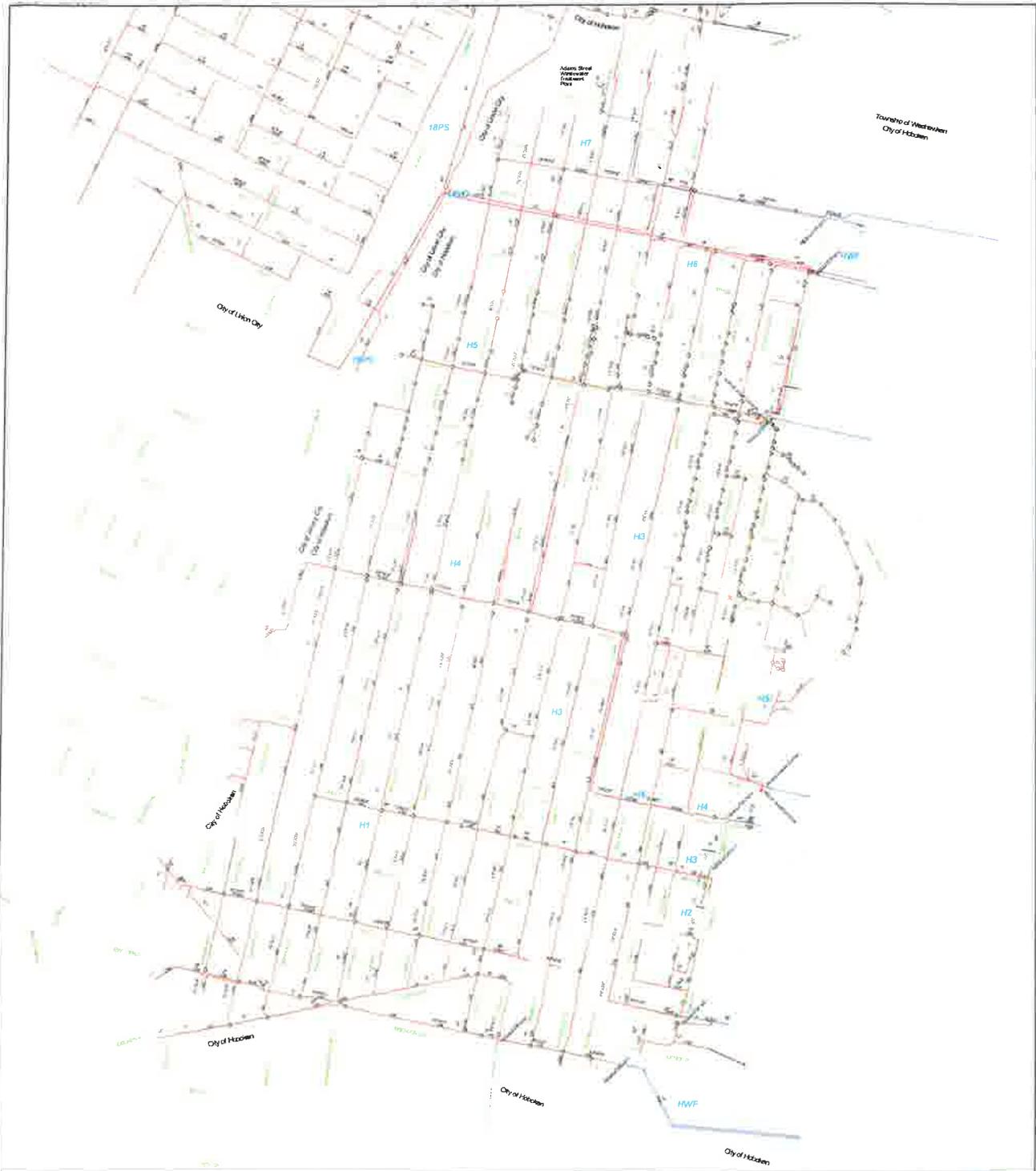
UNITED WATER NEW JERSEY INC.

Alfred Shesky
Assistant Secretary

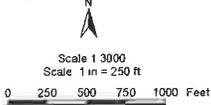
BY: James De Vries
President Officer

APPENDIX C

STORM/SANITARY SEWER SYSTEM MAP



North Hudson Sewerage Authority
 Hoboken, Union City, Westchester, and West New York
 New Jersey



- SEWER SYSTEM**
- Gravely Interceptor
 - Outfall
 - Force Main
 - Inverted Siphon
 - Other

- PLANIMETRIC FEATURES**
- Road Edges
 - City Boundaries
 - Drainage Basins
 - Surface Water

- Manhole, field verified
- Manhole, unverified
- Pump Station
- Flushing Chamber
- Regulator



**North Hudson Service Area
 Sewer System - Sheet 1 of 3**

Mapping Sources:
 Base Map: Photometric Features derived from rectified Aerial Photographs from June 23 1995
 Sewer System: City of Hoboken Sewer Atlas, General Engineering 1995
 Township of Westchester and City of Union City Sewer Atlas, General Engineering 1999
 Town of West New York Sewer Atlas

APPENDIX D

FEMA FIRMette MAP FROM
FIRM MAP 34017C0106D

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD



The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

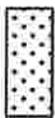
- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE



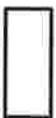
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS



Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

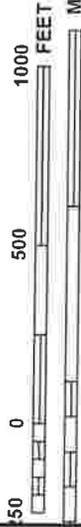
OTHER AREAS



Areas determined to be outside the 0.2% annual chance floodplain.



MAP SCALE 1" = 500'



NFIP

PANEL 0106D

FIRM FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 106 OF 118

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	NUMBER	PANEL	SUFFIX
COMMUNITY	340222	0106	D
HOBOKEN CITY OF	340225	0106	D
JERSEY CITY, CITY OF			

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
34017C0106D

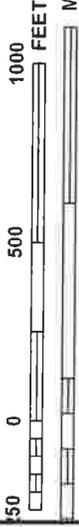
EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov



MAP SCALE 1" = 500'



620000 FT
ZONE X 74°01'52.5"
40°45'00"



45°11'00.0"N

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0106D

FIRM FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 106 OF 118

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	
COMMUNITY	SUFFIX
HOBOKEN CITY, NJ	0106
JERSEY CITY, NJ	0108

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
34017C0106D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov

APPENDIX E

TAX MAP

APPENDIX F

UTILITY COMPANY CONTACT DOCUMENTS

Craig Hermann

From: brandyforbes.cityofhoboken@gmail.com on behalf of Brandy Forbes
<bforbes@hobokennj.org>
Sent: Monday, December 17, 2012 11:20 AM
To: Craig Hermann; Andrew Hipolit
Subject: Fwd: FW: HOBOKEN INFO.

Craig and Andy,

Below is the information from United Water regarding the area we are studying. Please let me know if there is anything additional you need to complete the infrastructure evaluation for the North End.

Thanks,

Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington St, Hoboken, NJ 07030
(347) 245-8188 (temporary while phone lines are being repaired)
bforbes@hobokennj.org

----- Forwarded message -----

From: Daniel Bryan <dbryan@hobokennj.org>
Date: Fri, Dec 14, 2012 at 4:10 PM
Subject: FW: HOBOKEN INFO.
To: bforbes@hobokennj.org
Cc: Dawn Zimmer <dzimmer@hobokennj.org>

FYI - Brandy, see below.

From: Kay LiCausi [<mailto:Kay@hobokenstrategy.com>]
Sent: Friday, December 14, 2012 3:29 PM
To: 'Daniel Bryan'
Subject: FW: HOBOKEN INFO.

Hi Daniel,

I received this information from United Water. Brandi said it was the last piece of information needed for the blight study. I don't have her information. Can you please send it to her.

Thanks so much.

Kay.

From: Sensale, Joseph [<mailto:Joseph.Sensale@UnitedWater.com>]

Sent: Friday, December 14, 2012 12:59 PM

To: Kay LiCausi

Cc: O'Connor, Kevin

Subject: HOBOKEN INFO.

Kay,

Regarding the City of Hoboken's Water Distribution System, the majority of the system is made up of cast iron, unlined piping. The City owns the system and UWNJ operates and maintains the system under a Private/Public Partnership with the City. Although we never received any specific information as to the age of the system we have seen dates cast in the pipe that we have excavated to make repairs, as far back as the mid 1800's. There has been new cement lined, ductile iron water mains installed in various areas of the City to support numerous development projects as listed below.

South Waterfront Projects: Sinatra Dr. between Hudson Place & 4th St.; 1st St., 2nd St., 3rd St.
between Sinatra Dr. & River St.; 4th St. between River St. & Sinatra Dr.; 5th St. between River St. & Sinatra Dr.

Hoboken Cove: 15th St. between Garden St. & Hudson St.; Washington St.
between 14th & 15th St.; Garden St. between 14th & 15th St.

The Shipyard Project: Hudson St. between 14th & 15th St.; Shipyard La. between 12th &
15th St.; N. Sinatra Dr. between 12th St. & 15th St.; 12th St. between Hudson St. & N. Sinatra Dr.

14th St. between Hudson St. & N. Sinatra Dr.

Maxell on the Hudson: N. Sinatra Dr. between 11th & 12th St.; Maxwell La; 11th St.
between Hudson St. & N. Sinatra Dr.

Velocity Project: Jackson St. between 6th & 7th St.; Harrison St between 6th & 7th St.;
6th St. between Jackson & Harrison St.; 7th St. between Jackson & Harrison St.

A new main was installed in 9th St. between Monroe & Jackson St.

There has also been main replacements in Washington St. between 7th & 9th St., Washington St. between 3rd &
4th St.; 11th St. between Madison & Jefferson St.; Jackson St. between 6th & 7th St.; 9th St. between Adams &
Clinton St., Park Ave. between Observer Hwy. & Newark Ave.; Garden St. between 11th & 12th St.; Willow
Ave. between 11th & 12th St.; Park Ave. between 8th & 9th St.; 14th St. between Clinton & Madison St.

If you need any additional information feel free to contact me.

Joseph A. Sensale, Jr.

Project Manager

Hoboken Water Services

UNITED WATER

60 De Voe Place

Hackensack, NJ 07601

TEL: (201) 525-4582

FAX: (201) 488-1295

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**THIS RESOLUTION AUTHORIZES THE CITY OF HOBOKEN TO ENTER INTO A
MEMORANDUM OF AGREEMENT WITH THE LOCAL 108 RWDSU/UFCW PART TIME
MUNICIPAL EMPLOYEES UNION**

WHEREAS, the City of Hoboken by and through the Mayor, Corporation Counsel and Business Administrator have engaged in negotiations on behalf of the City with the Local 108 RWDSU/UFCW Part Time Municipal Employees Union, regarding the Memorandum of Understanding and Agreement; and,

WHEREAS, the terms resulting from said negotiations have been memorialized in the attached correspondence and Memorandum of Agreement between the parties which is attached hereto and incorporated by reference; and,

WHEREAS, the City of Hoboken, by the Mayor, Corporation Counsel and Business Administrator recommend that the terms memorialized in the attached correspondence and Memorandum of Agreement be accepted by the City Council.

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

1. The above recitals are incorporated as if fully set forth at length;
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete all actions necessary to complete and realize the intent and purpose of this resolution;
3. This resolution shall be effective immediately;
4. This resolution shall be supplemented with the attached correspondence as well as the formal presentation of a fully executed Memorandum of Agreement immediately upon receipt.

Meeting date: October 17, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**Resolution Accepting and Acknowledging Receipt of the Best Practices Worksheet from DCA
for the CY 2013**

WHEREAS, the City of Hoboken has received its Best Practices Worksheet for CY 2013 from the State of New Jersey, Division of Local Government Services, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires the Chief Financial Official and other City Officials to prepare a Best Practices Worksheet for all recommendations to embrace practices and promote financial accountability and transparency, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires such Best Practices Worksheet to be received and accepted by the Council of the City of Hoboken and filed with the Director of Local Government Services, and

WHEREAS, the Best Practices Worksheet 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; and,

BE IT FURTHER RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby accepts and acknowledges receipt of the Best Practice Worksheet for the City of Hoboken for CY 2013 from the DLGS, and requests acceptance by DLGS of receipt of this resolution; and,

BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution with the Best Practices Worksheet to the Director of Local Government Services for review and approval.

Dated: October 17, 2013

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

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

Introduced by: Castellano
Seconded by: Mason

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF BALLOT QUESTION #2 TO
RAISE NEW JERSEY'S MINIMUM WAGE TO \$8.25 PER HOUR**

WHEREAS, the federal minimum wage was signed into law in 1938 by President Franklin D. Roosevelt at the height of the Great Depression; and

WHEREAS, the minimum wage increase consumer purchasing power, increases workers' standard of living, reduces poverty and stimulates the economy; and

WHEREAS, the cost of living in New Jersey continues to rise, yet there has been no state legislative action approved to increase the minimum wage since 2005; and

WHEREAS, unlike New Jersey, nineteen other states and the District of Columbia currently maintain a minimum wage above the federal rate of \$7.25; and

WHEREAS, ten states provide for the annual adjustment of their minimum wage to ensure that the real value of the lowest paid workers' wages do not shrink as normal costs of living go up, and four states have amended their respective constitutions to do so; and

WHEREAS, according to New Jersey Policy Perspective, 429,000 workers in New Jersey earn at or near the minimum wage, more than 350,000 are over the age of 20; 250,000 are women; 79,000 are men; 154,000 are Hispanic; 69,000 are African-American; and 31,000 are Asian; and

WHEREAS, because Governor Chris Christie vetoed a minimum wage increase this year, the state legislature voted to place the question before voters on the November 5, 2013 ballot to raise the minimum wage and adjust it annually according to the consumer price index; and

WHEREAS, by raising the standard of living through a higher minimum wage, New Jersey would likely realize various societal benefits such as improved education, safer communities, great opportunity for upward mobility and more financial ability for families; and

WHEREAS, the Chicago Reserve Bank conducted a study in 2011 that estimates that for every dollar increase in the minimum wage, there is \$2,800.00 in new consumer spending by that household the following year, revenue that is injected into the local economy and translates into great consumer demand for local goods and services, thereby requiring employers to hire additional workers to meet this demand, which then translates into job creation;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares its support for Ballot Question #2 to raise New Jersey's minimum wage from \$7.25 per hour to \$8.25 per hour and adjust annually based on the Consumer Price Index to reflect the economic conditions facing New Jersey workers and to ensure that New Jersey's minimum wage is not a poverty wage but a fair wage for workers.

Approved as to Form:

Mellissa L. Longo, Esq.
Corporation Counsel

Meeting Date: October 17, 2013

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION AUTHORIZING EXECUTION OF THE ATTACHED SETTLEMENT AGREEMENT IN
THE MATTER OF MOLSKI V. CITY OF HOBOKEN AND PAYLOCK (HUD-L-1899-13)**

WHEREAS, the City of Hoboken is currently involved in civil litigation known as Molski v. City of Hoboken and Paylock; and,

WHEREAS, a settlement of the matter has been negotiated by the City’s legal counsel, which is attached hereto; and,

WHEREAS, the City finds the terms of the attached settlement agreement to be in the City’s best interest, under the circumstances.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor or her designee is hereby authorized to enter into the attached settlement agreement to resolve the matter known as Molski v. City of Hoboken and Paylock, and to take any action necessary to effectuate and realize the purpose and intent of this resolution. .

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: October 17, 2013

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

Sponsored By: _____
Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED DEP GRANT AGREEMENT FOR THE SHADE TREE COMMISSION, WITH A \$10,000.00 MATCH TO THE \$20,000.00 IN AWARDED FUNDS

WHEREAS, the City of Hoboken has been offered a Shade Tree grant from the New Jersey DEP in the amount of \$20,000.00 with a \$10,000.00 City match; and

WHEREAS, the City has the funds to appropriate towards the match, and therefore the Council is hereby called upon to authorize execution of the attached grant agreement.

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriation 3-01-26-293-021 in the CY2013 adopted budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes the City of Hoboken to enter into the attached Shade Tree Grant with the New Jersey Department of Environmental Protection for a \$20,000.00 grant with a \$10,000.00 match in City funds; and

BE IT FURTHER RESOLVED, that the Mayor, or her designee, are hereby authorized on behalf of the City of Hoboken to:

1. Execute and submit said agreement to the NJ DEP;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Appropriate funds, in the amount of \$10,000.00 from the City's Account CY2013 3-01-26-293-021 for the City's match.

Meeting Date: October 17, 2013

Reviewed:

Approved as to form:

Quentin Wiest, Business Administrator

Melissa Longo, Corporation Counsel

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

AGREEMENT BETWEEN

HOBOKEN CITY
(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-033

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Sub-Agreements
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Agreement Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | |
|------|---|---|--|
| A. | Additional Provisions and Special Modifications. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| A-1. | Additional Federal Funded Agreement Provisions | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-4. | American Recovery and Reinvestment Act (ARRA) Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| B. | Approved Project Budget | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| B-1. | Itemization and Justification of Budget | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| B-2. | Approved Advance Payment. | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| C. | Expenditure Report | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D. | Scope of Services. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D-1. | Project Requirements. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D-2. | Grantee's Proposal | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| E. | <input checked="" type="checkbox"/> Governing Body Resolution.. <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other Authorization. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| F. | Subcontractor Certification | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| G. | Statement of Adequacy of Accounting System | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| RB. | Reference Bibliography | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

* Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative.

GENERAL TERMS AND CONDITIONS

I. Grant Award Data and Signatures

Grantee's - Name: Hoboken City (the "Grantee")
 Address: 94 Washington Street
 Hoboken, New Jersey 07030
 Vendor ID #: 22-6001993
Financial Officer's - name: George DeStefano
 - Title: Chief Financial Officer (the "Chief Financial Officer")

The State of New Jersey (The "State")
 Department of Environmental Protection (the "Department" or the "DEP")

Granting agency's - name: Forestry Services (the Granting Agency")
 - address: Mail Code 501-04
 PO Box 420
 Trenton, NJ 08625-0420

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE/ FEDERAL AGENCY	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
	State General Fund	\$20,000.00	FY13-100-042-4870-074		Community Forestry Fund (CSIP)
	Federal				
	Grantee	\$10,000.00			
	Other (i.e. bond fund, tax fund etc.)				
	\$30,000.00	TOTAL APPROVED PROJECT AMOUNT			

Work Period: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 9/5/2013 or the effective date, whichever is earlier later, and runs for a period of 48 month thereafter.* Grant funds may be used only to satisfy obligations which arise during the work period.

Purpose and Authority: Grant Project to be Funded: **CSIP Grant**
 Statutory Authority for this Grant: NJSA 13:1L-1 et seq., NJSA 13:1D-9

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Grantee **

(signature)
_____, Deputy Attorney General
(print name)

(signature)
_____, Attorney for Grantee
(print name)

Date: _____

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form has has not been provided to the Granting Agency by the Deputy Attorney General.

** Approval of this agreement by an attorney for Grantee is mandatory optional.

APPROVAL OF GRANTING AGENCY

FORESTRY SERVICES

(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E Fleming
(print name)

Director, State Forester
(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

HOBOKEN CITY
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)
Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Rich Boornazian
(print name)
Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Grantee agrees as follows:
 1. The Grantee shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
 3. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Grantee shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms that none of its employees, its subcontractors, its subcontractors' employees, and the Grantee itself is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
 1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Grantee warrants that in performing its responsibilities under this agreement, the Grantee will comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 04-04-OMB , Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Circulars and the associated regulations A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles for Educational Institutions; State, Local and Indian Tribal Governments; and Non-Profit Organizations, respectively,
 - 2. OMB Circulars and the associated regulations A-102 and A-110 (2 CFR Part 215), the Grants and Cooperative Agreements with State and Local Governments; and Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
 - 3. OMB Circular A-133, Revised, Audits of States, Local Governments, and Non-Profit Organizations,
 - 4. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) <http://www.whitehouse.gov/omb/grants/chart.aspx> , and
 - 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals thereof, naming the Department and its employees as Additional Insureds. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability Insurance: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include an endorsement for contractual liability and shall name the State of New Jersey as an additional insured. The policy shall also include an endorsement for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:

- \$1,000,000 Bodily Injury, Each Occurrence
- \$1,000,000 Disease Each Employee
- \$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the

agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.
4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.

B. If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

A. Grantee financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 5. accounting records that are supported by source documentation,
 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XIV. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 1. review project accomplishments and management control systems,
 2. audit the financial records pertaining to this agreement, and
 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of \$500,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$500,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, OMB Circular No. A-133 Revised and State policy.

- B. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- C. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- D. Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XVI. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI,

Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

XVII. Closeout Procedures

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- F. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs they meet the provisions of federal OMB Circulars A-102 or A-110 appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this agreement, in whole or in part, upon thirty (30) days notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of federal OMB Circulars A-102 or A-110, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

XIX. Access to Records

- A. The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the Department shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the Department's responsibilities. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.
- D. The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- B. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- L. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

- P. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

GRANT AGREEMENT
BETWEEN

HOBOKEN CITY
(Name of Grantee)

AND

THE STATE OF NEW JERSEY
BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-033

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between Hoboken City and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- insurance
- self insurance
- not required

2. automobile liability

- insurance
- self-insurance
- not required

3. worker's compensation

- insurance
- self-insurance
- not required

4. employer's liability

- insurance
- self-insurance
- not required

B. Certificates of insurance or documentation of self-insurance

- are on file with the Department.
- will be forthcoming within 30 days after the effective date of this agreement.
- other (explain) Proof is not necessary

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- fully funded.
- partially funded in the amount of \$ _____.
- not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
 - authorized for \$_____.
 - not applicable.
- B. Progress payments
 - shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$_____ per payment.
 - shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by receipts.
 - shall be made on submission of deliverables in accordance with the project specifications and requirements.
 - are not applicable.
- C. Final payment of \$_____ (amount or description)
 - shall be withheld pending receipt of all final reports.
 - is not applicable.
 - (other, specify) _____.

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
- Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be
 - paid to the Department.
 - retained by the Grantee.
 - not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be
 - added to funds committed to the project by the Department and used to further eligible project objectives.
 - deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.
 - paid to the Department.
 - retained by the Grantee.
 - not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,
 - must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 - is not required.
- B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
 - a cash basis.
 - an accrual basis.
 - modified accrual basis.
 - (other, specify) Cash Basis.

VII. **Financial and Performance Reporting** (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
 - on a _____ (e.g. mo./qtr).basis, no later than _____ days immediately following the end of the period.
 - (other, specify) with every submission of deliverables for payment, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a _____ (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than _____ days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

VIII. **Audit Requirements** (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 04-04-OMB,
 - this agreement is subject to a single audit and will be audited as such on Grantee's fiscal year.
 - this agreement is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this agreement is not subject to a single audit under paragraph A above,
 - the agreement shall otherwise be audited at the end of the work period.
 - the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by
 - State auditors.
 - Department internal auditors.
 - a CPA firm appointed by Department.
 - a CPA firm chosen by the Grantee.
 - (other, specify) _____.
- D. The Department's records show the Grantee's fiscal year ends on 12/31/2013. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

IX. **Agreement Amendment** (See Section XVI of the General Terms and Conditions of this agreement, agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Alexander J. McCartney, (title) Forester or the successor to that position (the "Grant officer").

X. **Authorizations and Disclosures** (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is
 - a local government agency.
 - a New Jersey corporation.
 - an out-of-state corporation.
 - (other, specify) _____.
- B. Appended hereto as Attachment E, Governing Body Resolution or Corporate Resolution, is
 - a governing body resolution.
 - a corporate resolution.
 - no resolution.

C. A Grantee's Stockholder Disclosure Statement is

- submitted herewith.
- not applicable.

D. A certificate of authority for Grantee to do business in New Jersey

- will be submitted.
- is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. **Interest** (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- may be retained by the Grantee for documented purposes under this agreement.
- shall be remitted to the Department on a quarterly basis.
- will not exist because no advance payment is authorized.
- (other, explain) _____.

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. **Modifications to General Terms and Conditions**

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "5" in the phrase "of 5" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this agreement.
- This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises [4] pages.

**GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-033
APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs Specify below					
▪ Costs incurred in the implementation of the project proposal approved by the DEP's Community Forestry Program	\$30,000.00		\$20,000.00	\$10,000.00	
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs	\$30,000.00		\$20,000.00	\$10,000.00	
Less Program Income					
Total Direct Costs	\$30,000.00		\$20,000.00	\$10,000.00	
Indirect Costs					
TOTAL PROJECT AMOUNT	\$30,000.00		\$20,000.00	\$10,000.00	

TOTAL GRANT AMOUNT is the sum of "Federal" and "State" column totals \$20,000.00
 the sum of "Federal" "State" and "Other" column totals \$20,000.00

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) _____.
- Attachment D-2, Grantee's Proposal, on page(s) _____.
- Attachment B-1, Itemization and Justification of Budget, comprising 1 pages.

GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-033

ITEMIZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D, Scope of Services, nor Attachment D-2, Grantee's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, comprising [1] pages, including this page.

**GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: FS14-033

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs Specify below:					
▪ Costs incurred in the implementation of the project proposal approved by the DEP's Community Forestry Program.	\$30,000.00				
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs	\$30,000.00				
Less Program Income					
Total Direct Costs	\$30,000.00				
Indirect Costs					
TOTAL PROJECT AMOUNT	\$30,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this agreement, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____ (Signature)

Name: George DeStefano
(print name)

Title: Chief Financial Officer

GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-Q33

SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment D-2, Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises [1] pages, including this page.

Pursuant to the terms of this agreement, the Grantee shall implement one or more Community Stewardship Incentive Program ("CSIP") practices identified in the Grantee's approved Community Forestry Management Plan ("CFMP") (the "Project"). The Grantee shall prepare and submit a workplan outlining the necessary steps, the manner in which the Project will be completed and the deliverables for which payment will be received ("Workplan") to the Department for review. The Department will review the Workplan to ensure its consistency with the CFMP and the New Jersey Shade Tree and Community Forestry Assistance Act (the "Act"). Upon approval by the Department, the Grantee shall complete the Project as set forth in the approved Workplan.

In accordance with Attachment A, Section III, Section Grantee shall be reimbursed for costs actually incurred upon completion, and approval by the Department, of the deliverables identified in the Workplan. 4: Any provision of this agreement or the Workplan notwithstanding, the Department will withhold 25% of the total project budget until the final report is submitted by the Grantee and approved by the Department's State Urban Forestry Coordinator.

**GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-033**

PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any. Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises [1] pages; including this page.

- 1: The Grantee must have Approved Status under the Act) for 2012 or become Approved in 2013 and maintain Approved Status for the term of this agreement. The Department shall not reimburse the Grantee for any costs incurred while not in Approved Status.
- Municipality has a current approved CFMP
 - Two Core Trained Individuals
 - Obtain all yearly CEU requirements
 - Submits an Annual Accomplishment Report

Please see "Community Forestry Assistance Act Guidelines" for more details about Approved Status.

2: The CSIP practice for the Project must be listed in the CFMP or the CFMP must be amended to include any project not already listed prior to the execution of this agreement. The Department shall not reimburse the Grantee for any costs incurred for a project not listed in the CFMP.

3: Upon completion of the Project, the Grantee shall submit a summary evaluation report ("Summary Report") setting forth: the effectiveness of the Project (including a discussion of which specific methods were effective or not effective), the final outcome of the Project and any other information requested by the Department. The Summary Report will be posted on the Department's website as references for other projects throughout the state, and will be submitted as a PDF to the Community Forestry Program.

4: **Tree planting (if applicable):** The Grantee must agree to the "CSIP 2013 Tree Planting Standards", a copy can be found on the Community Forestry website, www.communityforestry.nj.gov. The 60% payment rules listed in the tree planting standards supersedes any contrary provision of this agreement or the Workplan.

5: **Tree planting (if applicable):** The Grantee must sign below attesting that they read and will comply with standards listed in the "CSIP 2013 Tree Planting Standards" Your project shows a total of trees.

Name: _____

Title: _____

GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-033

GRANTEE'S PROPOSAL

Grantee's project proposal, comprising [1] page, including this page, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Grantee's Proposal, describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

GENERIC BUDGET NARRATIVE

The Grantee's approved proposal, describes the assignment tasks and project work which the Grantee shall perform and deliver pursuant to this agreement.

The grant amount constitutes 50% of the grantee's budget. The grantee, through the grant application, has identified and agreed to the Scope of Services for this agreement which comprises the Grantee's proposal, and any modifications, amendments and additions thereto, approved by the DEP's Community Forestry Program.

- A. Personnel Costs Salaries: n/a.
Fringe Benefits: n/a
- B. Consultants and Subcontractors: n/a
- C. Other Costs:
Grantee shall implement the project proposal approved by the DEP's State Forest Service.

**GRANT AGREEMENT
BETWEEN
HOBOKEN CITY
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-033**

GOVERNING BODY RESOLUTION

The governing body of Hoboken City desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$20,000.00 to fund the following project: No Net Loss Grant.

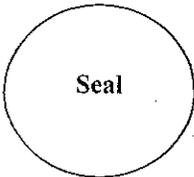
Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$20,000.00 and not more than \$20,000.00, and (c) to execute any amendments thereto any amendments thereto which do not increase the Grantee's obligations.

The authorizes and hereby agrees to match 50% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 50% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, municipal clerk county clerk utilities Authority Clerk (other, specify) of Hoboken City certify that this resolution was duly adopted by at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature.

(signature) *

(print name)

(print title)

Date: _____

* Certification must be signed by an official other than the individual authorized to execute the agreement.

GRANT AGREEMENT
BETWEEN

HOBOKEN CITY
(Name of Grantee)

AND

THE STATE OF NEW JERSEY
BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-033

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the Chief Financial Officer (Print title of Chief Financial Officer) of Hoboken City and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project.

The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all requirements or guidelines that the Department may issue.

Date: _____

(signature)

George DeStefano

(print name)

Section B: Non-governmental Agency

I am a certified public accountant duly licensed public accountant and have been engaged to examine the financial statements of _____ which will be maintained for the project.

In my opinion, the accounting system and internal controls in use to be established on _____ for this agreement are will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all requirements or guidelines that the Department may issue.

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

A. New Jersey Department of the Treasury

- State Circular Letter 04-04-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-133 Revised: Audits of States, Local Governments, and Non-profit Organizations
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

- A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-110 (2 CFR Part 215), and A-122 (2 CFR Part 230)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide
- Auditing Recipients of Federal Awards: Practical Guidance for Applying OMB Circular A-133
- Government Auditing Standards and Circular A-133 Audits – AICPA Audit and Accounting Guide

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2013 Municipal Budget

CSIP GRANT AGREEMENT FOR TREE PRUNING CY 2013

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

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

WHEREAS, the City of Hoboken has received notice of an award of \$20,000.00 from State of New Jersey Department of Environmental Protection to amend its CY 2013 Budget to include this amount as revenue and a City match of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2013 in the sum of.....\$20,000.00
This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:

State and Federal Revenues Off-set with
Appropriations:

CSIP Tree Pruning \$20,000.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of... \$20,000.00
Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

CSIP Tree Pruning \$20,000.00
Shade Tree O/E (match) \$10,000.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: October 17, 2013

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING RUG & FLOOR STORE INC. A
CONTRACT UNDER THEIR STATE CONTRACT NO. A81751
FOR FLOORING SUPPLY AND INSTALLATION AT CITY
HALL (THIRD FLOOR AND HPU) IN A TOTAL AMOUNT
NOT TO EXCEED \$76,818.75 (\$4999.90 FOR HPU AND
\$71,818.85 FOR CITY HALL)**

WHEREAS, the City of Hoboken requires new flooring supplies and installation at the HPU and third floor of City Hall; and,

WHEREAS, the Administration intends to use Rug & Floor Store Inc, under their state contract #A81751, for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for the flooring supplies and installation to Rug & Floor Store Inc for a total contract amount of Seventy Six Thousand Eight Hundred Eighteen Dollars and Seventy Five Cents (**\$76,818.75**) of which \$4999.90 is for HPU services and \$71,818.85 is for services to City Hall's 3rd Floor, for goods and services as described in the attached proposals dated September 19th (HPU) and September 26th (3rd Floor) of Rug & Floor Store Inc.; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4999.90 is available in the following appropriation 3-31-55-540-200 in the CY2013 adopted budget; and I further certify that \$71,818.85 is available in the following appropriation 3-01-28-377-020 through 3-01-28-377-069 in the CY2013 adopted budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Seventy Six Thousand Eight Hundred Eighteen Dollars and Seventy Five Cents (**\$76,818.75**) of which \$4999.90 is for HPU services and \$71,818.85 is for services to City Hall's 3rd Floor, for goods and services as described in the attached proposals dated September 19th (HPU) and September 26th (3rd Floor), as follows:

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

ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

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

Rug & Floor Store Inc.
280 N. Midland Avenue
Bldg. M
Postal Unit #220
Saddle Brook, New Jersey 07663

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2013

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

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc - Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc - Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 19, 2013

John Morgan
215 Hudson St,
Hoboken, NJ 07030

RE: Parking Utility Lobby

Mannington State Contract #A81751

Mannington Essentials: 14 boxes @ 30.38=	\$ 425.32
Mannington V-82 adhesive: 1 pail @ 108.06=	\$ 108.06
Mannington Recoarse II cpt tile: 12.44 yds @ 42.13=	\$ 524.10
Mannington MT-711 adhesive: 1 pail @ 88.78=	\$ 88.78
Material Total:	\$1,146.26

The following proposal is to supply and install Mannington Essentials VCT and Mannington Recoarse carpet tile (colors to be chosen) in the lobby at the Parking garage. Prior to installation, rip out existing LVT flooring and loose patching compound and haul to a dumpster supplied by the City of Hoboken. Scrape and heavy patch concrete subfloor to prepare for new flooring installation. Tight cut all materials to brick walls.

Note: It appears the existing patching compound is loose in most areas. If a self leveling is needed an additional charge will be incurred.

Labor:	<u>\$3,853.64</u>
Total Materials and Labor:	\$4,999.90

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

3-31-55-540-200

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Hallway & adjoining Hallway to Health Office area

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 34 boxes@ 102.60	\$3,488.40
Edge Type Vinyl Base/Qrt Rnd Molding 300/f @ \$0.48	\$ 144.00
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$3,682.40

Labor:

\$7,769.00

Total Materials and Labor: \$11,451.40

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor James' Office & Storage Room (Parking Utility)

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 11 boxes@ 102.60	\$1,128.60
Edge Type Vinyl Base/Qrt Rnd Molding 100L/f @ \$0.48	\$ 48.00
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$1,226.60

Labor: \$3,289.00

Total Materials and Labor: \$4,515.60

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Rent Control Offices

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT) to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 21 boxes@ 102.60	\$2,154.60
Edge Type Vinyl Base/Qrt Rnd Molding 150L/f @ \$0.48	\$ 72.00
Freight Handling Charge:	\$ 50.00
Material Total:	\$2,276.60

Labor: \$5,689.00

Total Materials and Labor: \$7,965.60

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Health Offices

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT) to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 33 boxes@ 102.60	\$ 3,385.80
Edge Type Vinyl Base/Qrt Rnd Molding 225/f @ \$0.48	\$ 108.00
Freight Handling Charge:	\$ 50.00
Material Total:	\$3,543.80

Labor: \$9,100.00

Total Materials and Labor: \$12,643.80

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

ALANJ-Architects League
ALANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Payroll Offices

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 16 boxes@ 102.60	\$ 1,641.60
Edge Type Vinyl Base/Qrt Rnd Molding 117L/f @ \$0.45	\$ 52.65
Freight Handling Charge:	\$ 50.00
Material Total:	\$1,744.25

Labor: \$4,430.00

Total Materials and Labor: \$6,174.25

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Supply Room

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 5 boxes@ 102.60	\$ 513.00
Edge Type Vinyl Base/Qrt Rnd Molding 50/f @ \$0.48	\$ 24.00
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$ 587.00

Labor: \$1,533.00

Total Materials and Labor: \$2,120.00

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Housing Offices

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 12 boxes@ 102.60	\$ 1,231.20
Edge Type Vinyl Base/Qrt Rnd Molding 85L/f @ \$0.48	\$ 40.80
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$1,322.00

Labor: \$3,473.00

Total Materials and Labor: \$4,795.00

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Personnel Office

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 25 boxes@ 102.60	\$2,565.00
Edge Type Vinyl Base/Qrt Rnd Molding 250/f @ \$0.48	\$ 72.00
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$2,687.00

Labor: \$7,018.00

Total Materials and Labor: \$9,705.00

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

September 26, 2013

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 3rd Floor Tax Assessors Office

Mannington State Contract #A81751

The following proposal is to supply and install Mannington Natures Path LVT in the above mentioned area. Prior to installation, rip out existing carpeting (where necessary) and haul to a dumpster supplied by the City of Hoboken. All existing hardsurface flooring (including linoleum and VCT to remain. Scrape & patch floor as necessary. Includes all furniture handling. Work to be performed in evenings to minimize interruption of City of Hoboken workers. City workers to pack up small bric-a-brac into boxes for ease of handling. All computers to be disconnected.

Materials:

Mannington Natures Path: 32 boxes@ 102.60	\$ 3,283.20
Edge Type Vinyl Base/Qrt Rnd Molding 250/f @ \$0.48	\$ 120.00
Freight Handling Charge:	<u>\$ 50.00</u>
Material Total:	\$3,453.20

Labor: \$8,995.00

Total Materials and Labor: \$12,448.20

Thank you for the opportunity to present this proposal.

Sincerely,

Robert Pizzuto

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON
www.GOVDEALS.com, (AN ONLINE AUCTION WEBSITE)

Whereas, the City of Hoboken has determined that surplus items including but not limited to: City owned vehicles;
and

Whereas, the State of New Jersey permits the sale of surplus property no longer needed for public use through the use on an online auction services, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

Whereas, the City of Hoboken has the property listed in Schedule A, attached to this Resolution and desires to sell this property online through www.govdeals.com.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the City of Hoboken is authorized to post an offer to sell the items listed on schedule A, on an auction website as follows:

- Online Auction Site: www.govdeals.com
Start Date: _____, 2013 (see Schedule A)
End Date: _____, 2013 (see Schedule A)
- Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.
- Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: Municipal Garage, Hoboken, New Jersey 07030.
- Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
- Other Terms: All items are being sold "as is, where is; no warranties expressed or implied."
Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have made prior.
- Minimum Bid: There is no minimum bid and no reserve requirements for the vehicles to be auctioned.

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2013

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

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

RESOLUTION TO AUTHORIZE AN EUS SERVICE CONTRACT IN ACCORDANCE WITH N.J.S.A. 40A-11-5(1)(A)(i), N.J.A.C. 5:34-2.3, AND N.J.S.A. 40A:11-6.1(a), AND THE BUSINESS ADMINISTRATOR'S STANDARD CERTIFICATION TO INPUT GROUP NORTH AMERICA CORP. AS THE CITY'S SPONSORSHIP/ADVERTISING PUBLIC RELATIONS MANAGEMENT CONSULTANTS TO THE CITY OF HOBOKEN RELATING TO THE 2014 SUPERBOWL TO COMMENCE UPON AWARD OF THE CONTRACT AND TERMINATE ON MARCH 15, 2014, WITH A TEN PERCENT (10%) MAXIMUM COMMISSION ON CITY PROFITS

WHEREAS, the City seeks to retain a sponsorship/advertising public relations management firm for the City with relation to the 2014 Superbowl; and

WHEREAS, service to the City as sponsorship/advertising public relations management consulting is an EUS service as defined by N.J.S.A. 40A:11-1 et seq. and Local Public Finance Notice AU 2002-2, and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the Administration has determined, by way of quotations, as more specifically described in the Business Administrator's Standard Certification (attached hereto), that Input Group North America Corp. can provide the City with the most effective sponsorship/advertising public relations management consulting services for the 2014 Superbowl; and,

WHEREAS, the City wishes to consent to a ten percent (10%) commission to **Input Group North America Corp.** on all City profits resulting directly from **Input Group North America Corp.**'s services to the City, as the sole form of compensation under this award; and,

WHEREAS, Input Group North America Corp. 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, a certification of funds is not necessary for this contract award.

NOW THEREFORE, BE IT RESOLVED, that a contract with Input Group North America Corp. to represent the City as sponsorship/advertising public relations management firm be executed for the 2014 Superbowl, for a term to commence on the date of adoption of this contract award, and expire upon completion of the project, but in no event later than March 15, 2014, with a term that sole compensation for the services shall be in the form of ten percent (10%) of the profits to the City which result directly from Input Group North America Corp.'s services to the City; and

BE IT FURTHER RESOLVED, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; and,

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Input Group North America Corp.; 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 N.J.A.C. 5:34-2.3(c); and,

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

BE IT FURTHER RESOLVED that the finalized executed contract, with accompanying Standard Certification, certified resolution, and quotation packet shall be forwarded by certified mail, return receipt

requested, to the Division of Local Government Services; and

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

Meeting date: October 17, 2013

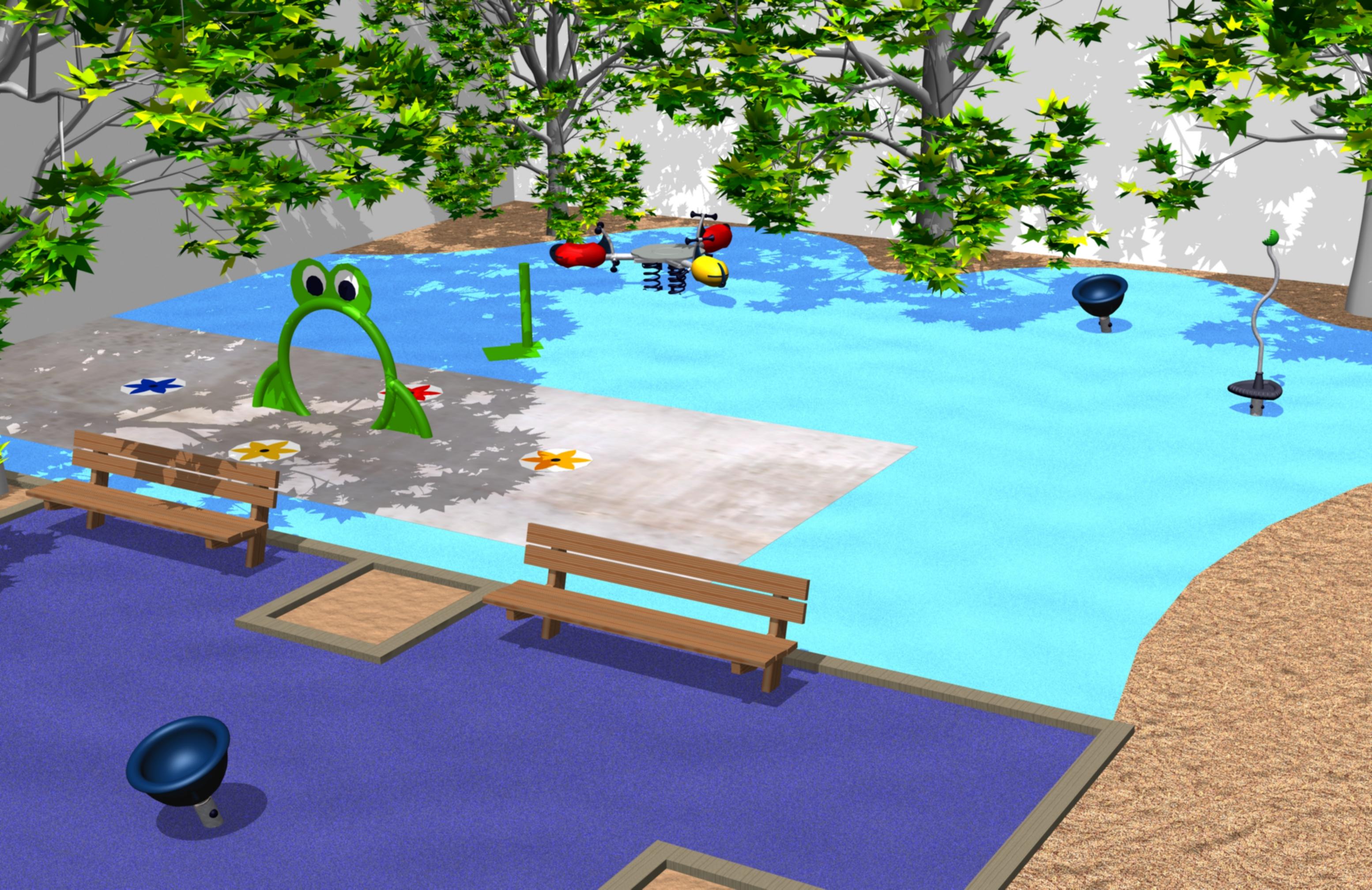
APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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



INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPROVES THE REDESIGN OF WILLOW
PARK AND AUTHORIZES ACTION BY THE
ADMINISTRATION TO EFFECTUATE THE PROJECT
PURSUANT TO CHAPTER 56A OF THE HOBOKEN CITY
CODE**

WHEREAS, Chapter 56A of the Hoboken City Code requires public comment and council review and recommendation for any change in use of any City owned park; and,

WHEREAS, in accordance therewith, the Council seeks to recommend the City proceed with the Willow Park redesign (as shown in the attached design sketch).

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken hereby approves the redesign of Willow Park (as shown in the attached design sketches);

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2013

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

LEGION PARK - HOBOKEN



Project: _____ Date: 10/04/13
 Model: As Noted PSC: _____
 Rep: KOMPAN - Ken Dobyns Designer: MicNoI

SCALE: 1/8" = 1'-0"



**FOR QUOTING ONLY
 NOT FOR CONSTRUCTION**

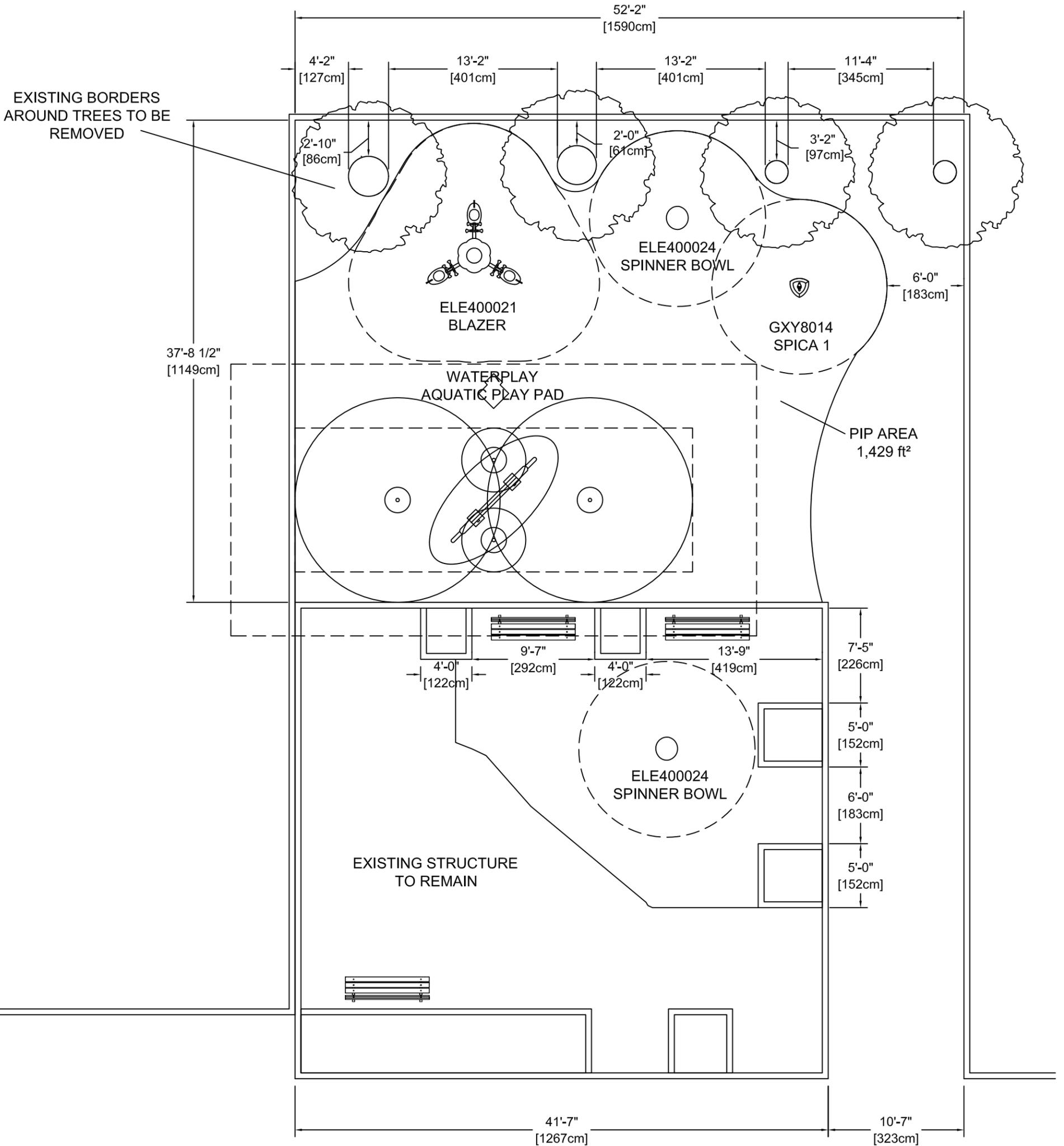
Printed in USA by KOMPAN. © 2013 KOMPAN, Inc., Tacoma, WA, USA. 800-426-9788

All composite structures shown require a site grade of 1% maximum.

For surface mount options, the concrete requirements may be up to 5½" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.

Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.

Layout is in accordance with ASTM F1487-11





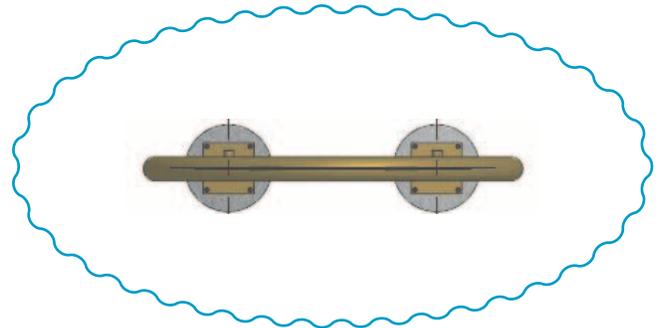
You've got a theme? A special element you'd like to incorporate? The O-riginal can be tailored to virtually any idea in mind. Custom panel graphics will ensure that your park is one of a kind and fulfill your vision of the ultimate aquatic play pad.

O-riginal

C02-095

SIZE SPECIFICATIONS		
HEIGHT	SPRAY AREA	
6'/1800mm*	14'x6'/4300x1800mm	
NOZZLE FLOWS		
GPM/LPM	ENVIRO (LOW)	HIGH
5-20/20-80	●	●
COMPATIBILITY		
DEX	I.S.E.	WET WHEEL
●		
PLAY PAL	PUSH 'N PLAY	
PLAY ZONES		
TODDLER	CHILD	YOUTH
●	●	

customizable graphic panel, height will vary



SPONSORED BY: _____

CO-SPONSORED BY: _____

RESOLUTION No.: _____

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES ENABLING RESOLUTION
(Elysian Park Improvements – REVISED)

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Hoboken desires to further the public interest by obtaining funding in the amount of \$600,030 from the State to fund following project(s): (describe the project) Improvements to Elysian Park will include replacement of deteriorated play equipment and sprinkler play area, leveling/resurfacing of basketball court, improvements to dog run and improvements to the electrical system at a cost of \$800,040 (project cost);

NOW, THEREFORE, the governing body/board resolves that Dawn Zimmer (name of authorized official) or the successor to the office of Mayor (title of authorized official) is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Council of the City of Hoboken (name of legal body or board)

1. That the Mayor (title of authorized official) of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as Improvements to Elysian Park (project name);
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$200,000;
3. That, in the event the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

Meeting Date: October 17, 2013

Department of Human Services

Approved as to form:

Leo Pellegrini, Director

Mellissa Longo, Corporation Counsel

CERTIFICATION

I, James Farina (*name and title of Secretary or equivalent*) do hereby certify that the foregoing is a true copy of a resolution adopted by The Council of the City of Hoboken (*name of legal body or board*) at a meeting held on the 17th day of October, 2013.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 17th day of October, 2013.

(*name and title of Secretary or equivalent*)

James Farina, City Clerk

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 38,090.13**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Suppa, Michael A 415 Newark St #5A Hoboken, NJ 07030	2/5/CLL15	415 Newark St	3/13	\$ 121.15
Able Title Agency LLC 50 Harrison St Suite 303 Hoboken, NJ 07030	15/17/C0001	601 First St	3/13	\$ 2,278.83
Thawani, Mohit & Pooja Khanna 1088 Tanland Dr. Apt 104 Palo Alto, CA 94303	25/1/C09RS	700 First St	3/13	\$ 1,696.10
Bank of America CoreLogic Services, LLC P O Box 853919 Richardson, TX 75085	26/30/C006A	108-112 Jackson St	3/13	\$ 2,907.60
JJB Family, LLC c/o Boylan 1030 Clifton Ave, Ste 205 Clifton, NJ 07013	46/18.03	332 Jackson St	3/13	\$ 2,134.67
Mazotas, Jacob & Tina 319 Monroe St #4 Hoboken, NJ 07030	48/10/C0004	319 Monroe St	3/13	\$ 125.25
Hunt, James 601 Monroe St #4B Hoboken, NJ 07030	75/1/C004B	601 Monroe St	3/13	\$ 946.18

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Title Source Att: Emily Mayberry 662 Woodward Ave 10 th Floor Detroit, MI 48226	89/12/C0503	501 Ninth St	3/13	\$ 2,436.33
Karnik, Nikhil S. c/o David W. Crook 98 Orient Way Rutherford, NJ 07070	161/28/C0003	910 Willow Ave	3/13	\$ 1,332.65
Dovenmuehle Mortgage 1216 St. Charles St. 2 nd Floor Elgin, IL 60120	161/29/C0001	908 Willow Ave	1/12	\$ 629.82
827 Bloomfield St Terr LLC 101 Clinton St. Hoboken, NJ 07030	207/11	827-831 Bloomfield St	3/13	\$ 7,933.46
Buksbaum, Matthew & H L Johnston 1025 Maxwell Lane #812 Hoboken, NJ 07030	261.04/1/CP031	1025 Maxwell Lane	3/13	\$ 146.59
Stephens, Kenneth & Diane 122 Ball Road Mountain Lakes, NJ 07046	262.03/1/C0104	2 Constitution Court	3/13	\$ 3,290.46
Colonial Savings P O Box 2988 2626 W Frwy, Dept 057 Fort Worth, TX 76113	262.03/1/C0701	2 Constitution Court	3/13	\$ 2,156.47
Toll Brothers City Living 1000 Maxwell Hoboken, NJ 07030	269.02/1/C0703	1450 Washington St	3/13	\$ 3,133.98
Toll Brothers City Living 1000 Maxwell Hoboken, NJ 07030	269.02/1/C0907	1450 Washington St	3/13	\$ 3,411.49
Toll Brothers City Living 1000 Maxwell Hoboken, NJ 07030	269.02/1/C0908	1450 Washington St	3/13	\$ 3,409.10

Meeting: October 17, 2013

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meetings of June 19 and July 10th, Special meetings of June 5, 2013 and August 7th, and Regular meeting(s) of August 7, September 3rd and September 17th, 2013** have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: October 17, 2013

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MASER ENGINEERING AS GENERAL PROJECT ENGINEER FOR THE CITY OF HOBOKEN FOR THE PROFESSIONAL LAND SURVEYOR SERVICES, FOR THE FLOOD ELEVATION PROJECT, FOR A MAXIMUM ONE YEAR TERM, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF \$13,500.00

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

WHEREAS, the City of Hoboken seeks to award a contract to a Project Engineer for the Professional Land Surveyor Services for the Flood Elevation Project, and has chosen Maser Engineering for a one year term, with a not to exceed amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00); and,

WHEREAS, Maser Engineering is hereby required 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 the award and continuation of this contract are subject to continued compliance and may be terminated if the vendor is found to be noncompliant during the term of the contract; and,

WHEREAS, certification of funds for this contract is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,500.00 is available in the following appropriation account 3-01-31-461-000 in the CY2013 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 CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Engineering to represent the City as General Project Engineers, in accordance with the scope of work detailed in their October 1, 2013 proposal, attached hereto, and the City’s September 25, 2013 RFQ – Request for Quotes, attached hereto; the maximum term shall be one year from the date of award; and, the total not to exceed amount shall be Thirteen Thousand Five Hundred Dollars (\$13,500.00) which shall be paid incrementally per phase within 45 days of receiving a valid invoice for services; and

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

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

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

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

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2013

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



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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October 1, 2013

VIA E-MAIL & U.S. MAIL

Mr. Stephen Marks, Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-0485

Re: RFQ – Professional Land Surveyor Services
Flood Elevation Surveys
City Of Hoboken, Hudson County, New Jersey
MC Proposal No. 13001768P

Dear Mr. Marks:

Maser Consulting P.A. is pleased to submit this proposal to provide professional land surveying services to the City of Hoboken. We understand you are interested in confirming the status of 14 municipal facilities as they relate to existing flood limits as established by FEMA, and also require a boundary and topographic survey for one of these sites known as the Multi-Service Center, situated on Block 31, Lot 2. In order to assist you with this we offer the following services which will yield the proper survey documents needed to move forward.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 FLOOD ELEVATION SURVEY AND CERTIFICATES

In accordance with Federal Emergency Management Agency guidelines, Maser Consulting, P.A. will perform field surveys to obtain the necessary information to prepare flood elevation certificates for the fourteen (14) facilities listed in the RFQ. Three (3) signed and sealed copies of each flood elevation certificate will be forwarded to you for your use.

Phase 1.0 Lump Sum Fee

\$ 9,900.00

Client's Initials _____



PHASE 2.0 BOUNDARY AND TOPOGRAPHIC SURVEY - MULTI-SERVICE CENTER

Maser Consulting will prepare a boundary and topographic survey of Block 31, Lot 2, (also known as the Multi-Service Center facility), in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in NJAC 13:40-5.1. We will provide a certified Plan Survey for the client's use, together with a metes and bounds description.

The basis for the boundary survey will be current property deeds, and maps of record along with physical evidence recovered and surveyed in the field. The Horizontal Datum will be NAD83. The fee for installation of property corner markers (iron pin with cap) is not included in the lump sum fee shown below. An additional fee of \$135.00 per corner marker shall be applied to all markers that are installed. **If you do not want corner markers installed, please sign the Waiver attached to this proposal, which is being provided in conformance with the NJ Administrative Code.**

In addition to the outbound survey, Maser Consulting will perform a topographic survey of the subject property. We will prepare a topographical survey map that is a graphic pictorial representation of the above ground features on the subject properties. The topographical mapping will depict spot elevations and contours at a one foot contour interval. Vertical data will be tied into New Jersey Geodetic Control and will be relative to NAVD 1988.

The topographic mapping will be generated through conventional ground survey work, and will extend to the near curb line of Grand Street, Second Street, and Adams Street. No overlap onto adjoining lot 1 will be included in this phase of work.

Visible and accessible utilities and/or utility structures on the property and up to the street along the project frontage will be surveyed and shown on the plan and the rim, grate and invert elevations and pipe sizes entering and/or exiting the structures will be obtained and shown.

We will survey all visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of all underground utilities which may be running through, or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested we can enlist the services of a subsurface utility engineering firm to investigate and mark the approximate location of subsurface utilities that may exist on the site. The fee for this additional service will be negotiated at the time of the request.

Included in this phase of work are the following tasks:

- Public records research and pre-field records review;
- GPS field survey to establish proper elevation datum;
- Field traverse, location survey and data collection;



- Field survey data reduction and computation;
- Boundary analysis and survey calculations;
- Preparation of metes and bounds legal description of the subject property.

The following information/documents must be provided to us before work will be initiated on the project:

- a) A copy of the property deed of record.
- b) A copy of the property title binder.
- c) A copy of adjoining deeds and reference filed maps. (Maser Consulting can obtain this information through our subcontractor if it cannot be provided to us. The fee for these services will be passed onto you as a reimbursable expense).

Phase 2.0 Lump Sum Fee **\$ 3,600.00**

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS

Any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Services not specifically outlined above in Section I;
- Engineering services;
- Construction stakeout services;
- Wetland delineation, reports, or surveys;
- Tree Location Plan and/or surveys;
- Supplemental road or highway surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

A description of the services to be provided by Maser Consulting P.A. will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Maser Consulting P.A.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Maser Consulting P.A. extend beyond a date 12 months after the date of execution of this Agreement, Maser Consulting reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Maser Consulting P.A. reserves the right to increase the balance of the fee still to be billed as of the anniversary date.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services, some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.



Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures. Maser Consulting P.A. does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Maser Consulting P.A. does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and /or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or



resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A.

Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Maser Consulting P.A. shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Maser Consulting P.A.'s Proposal. The extent and limitations of the duties, responsibilities and authority of Maser Consulting P.A. as outlined in the Scope of Services provided in Maser Consulting P.A.'s Proposal shall not be modified, except as Maser Consulting P.A. and Client may otherwise agree in writing.

Maser Consulting P.A. services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Maser Consulting P.A. shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and Maser Consulting P.A. shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Maser Consulting P.A. have authority over or responsibility for the means, methods,



techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Maser Consulting P.A. neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Maser Consulting P.A.'s services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Maser Consulting P.A. that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Maser Consulting P.A. harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Maser Consulting P.A.

If the Client requests in writing that Maser Consulting P.A. provide any specific construction phase services and if Maser Consulting P.A. agrees in writing to provide such services, Maser Consulting P.A. shall be compensated in accordance with a written Agreement between the Client and Maser Consulting P.A.

17.0 OPINIONS OF PROBABLE COST:

In reviewing Maser Consulting P.A.'s opinions of probable construction cost, the Client understands that Maser Consulting P.A. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Maser Consulting P.A. are to be made based on Maser Consulting P.A.'s judgment, qualifications and experience as a design professional familiar with the construction industry. Maser Consulting P.A. makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

18.0 HAZARDOUS MATERIALS:

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Maser Consulting P.A.'s Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Maser Consulting P.A. or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Maser Consulting P.A.'s services, Maser Consulting P.A. may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Maser Consulting P.A. posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Maser Consulting P.A., its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Maser Consulting P.A.

19.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

Maser Consulting P.A. shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Maser Consulting P.A., the topographic survey shall be limited to the extent of the information provided by the Client or others. Maser Consulting P.A. shall not be responsible for any unknown conditions not identified in the information provided to Maser Consulting P.A. or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Maser Consulting P.A.

20.0 EARTHWORK ANALYSIS:

In reviewing Maser Consulting P.A.'s earthwork analysis, calculations, reports or opinions, the Client understands that Maser Consulting P.A.'s data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Maser Consulting P.A. is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

21.0 GOVERNING LAW:

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

22.0 INVALID TERMS:

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.



23.0 SURVIVAL:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Maser Consulting P.A. under this Agreement or the termination of this Agreement for any reason.

24.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until December 1, 2013.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in blue ink, appearing to read 'Glen J. Lloyd'.

Glen J. Lloyd, P.L.S.

Senior Associate, Department Manager

GJL/msd
Enclosures
cc: Leonardo E. Ponzio, P.L.S., Maser Consulting P.A. (via e-mail)

CITY OF HOBOKEN

Office of the Business Administrator

DAWN ZIMMER
Mayor



QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Assistant Business Administrator

September 25, 2013

**Re: RFQ Request for Quotes
Professional Land Surveyor Services**

Dear Vendor:

The City of Hoboken, N.J. seeks technical and price proposals from licensed Professional Land Surveyors to: 1. Prepare elevation certificates for municipal facilities in relation to flood hazard assessment and insurance liability coverage, and 2. Prepare a signed and sealed topographical and boundary survey of the Multi-service Center property (Block 31, Lot 2).

The new federal flood program requires that each building in a special flood hazard area have an elevation certificate to compare its elevation to base flood elevations prior to binding coverage. These certificates need to be done by a licensed surveyor. The following city buildings are in the Special Flood Hazard Area and will need the certificates:

<u>Facility</u>	<u>Address</u>	<u>Insured Value</u>	<u>Flood Zone</u>	
1. Hoboken Public Library	250-254 Fifth St.	\$2,309,600	A-5	AE
2. Fire House	55 Madison St.	\$615,240	A-5	AE
3. Fire House	801 Clinton St.	\$702,500	A-5	AE
4. Fire Headquarters	201-205 Jefferson St.	\$2,109,682	A-5	AE
5. Recreation Dept.	111-127 Jefferson St.	\$1,878,288	A-5	AE
6. Church Sq. Pk. Gazebo	400-422 Garden St.	\$61,000	A-5	AE
7. Multi-Service Center	120-134 Grand St.	\$3,161,856	A-5	AE
8. Roller Skating Rink	120-134 Grand St.	\$600,000	A-5	AE
9. Jackson St. Park	116-118 Jackson St.	\$264,565	A-5	AE
10. Central Garage	56-66 Park Ave./ 256 Observer Highway	\$8,637,417	A-5	AE
11. Garage D	210-222 River St.	\$4,377,384	A-5	AE
12. Midtown Garage	304-330 Clinton St.	\$9,875,280	A-5	AE
13. Boathouse	11th St @ Sinatra Dr.	\$250,000	A-5	AE*
14. Playground Equipment Hoboken Cove Park	15th St & Park Ave.	\$150,000	A-5	AE

Schedule – The topographical and boundary land survey shall be completed and furnished to the city by October 25, 2013. The 14 elevation certificates (referenced above) shall be completed and furnished to the city by November 13, 2013.

Scope Item	Proposed Cost
A. Elevation Certificates	\$9,900.00
B. Land Survey	\$3,600.00
C. Total	\$13,500.00

Please email technical and price quotations to Stephen Marks by 11 a.m. on Wednesday, October 2, 2013. For Additional information, please contact: Stephen D. Marks, Assistant Business Administrator, Tel. (201) 239-6643, or Email: smarks@hobokennj.org.

94 Washington Street • Hoboken, NJ 07030-0485

(201) 420-2059 • fax (201) 420-2096

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND A RECENT AMENDMENT TO CHAPTER
190 ENTITLED “VEHICLES AND TRAFFIC” RELATING TO LOADING
ZONES**

WHEREAS, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with parking permits within City borders; and,

WHEREAS, the municipality has found that a recent revision to § 190-11 was clerically incorrect, and the Council is now called upon to make the correction to effectuate the intent of the original amendment.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE CHAPTER 190

§ 190-11. Loading zones designated.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in said location during the times indicated other than for the loading or unloading of goods and materials for a time limit of 20 minutes.

Name of Street	Times	Sides	Location
Jackson Street	10:00 a.m. to 4:00 p.m. Monday through Friday	West	Beginning at a point <u>115</u> 40 feet north of the northerly curblineline of Newark Street and extending 40 <u>95</u> feet northerly therefrom

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council

By a Vote of ____ Yeas to ____ Nays

On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor

On the ____ day of _____, 2013

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 179A ENTITLED "TAXICABS" TO
CLARIFY A RECENT AMENDMENT TO THE FARES**

WHEREAS, the City determined that the allowable fares of § 179A-20 are outdated and need to be amended to take into account current taxi user activity and current costs of living, which was previously adopted by this Council, but the Council is now called upon to clarify the amendments by way of an additional amendment to the fare sections.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

§ 179A-20 Taxicab fares.

The maximum rates of fare allowable for taxicabs licensed by the City of Hoboken shall be as follows:

A. Maximum Allowable Intra-City Fares

The maximum allowable fare for Intra-City taxi service shall be Six Dollars (\$6.00), except for taxi service initiating from the taxi stand at the New Jersey Transit/PATH station which shall have a maximum Intra-City fare of Five Dollars (\$5.00).

B. Additional Allowable Fees

1. If cab rides are shared with the consent of the first rider(s), the fee may be increased by \$5.00 so long as the second rider(s) is not going to the same exact destination. No more than two paying passengers per shared ride. The right of the taxicab operator to transport shared rides applies only at taxi stands designated by the City of Hoboken if there are more passengers than available taxis. The first rider must be taken to his or her destination first.
2. If a taxi picks up a party of more than one person at the taxi stand at the New Jersey Transit/PATH station for Intra-City travel, the taxi driver may charge an additional One Dollar (\$1.00) fee for each additional person, which fee shall be in addition to the allowable fare of Five Dollars (\$5.00), except that there shall be no additional charge for children under the age of Thirteen (13) years old.

C. Allowable Baggage Fees

In addition to the aforesaid rates, there shall be a charge of \$0.50 for each bag exceeding two, with which a driver assists a passenger, except that senior citizens shall not be subject to this fee.

D. Maximum Allowable Non-Intra-City Fares

Every driver must have a City approved Rate Book in the vehicle at all times and must use the rates included in the book.

No other amendments are made to § 179A as part of this Ordinance

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ___ day of _____, 2013

Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND AMENDING CHAPTER 190 ENTITLED
“VEHICLES AND TRAFFIC” TO AMEND PARKING REGULATIONS
RELATING TO PARKING PROHIBITION**

WHEREAS, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with parking permits within City borders; and,

WHEREAS, the municipality has found that specific sections of Chapter 190 currently requires amendments in order to best effectuate parking in the City; and,

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

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE CHAPTER 190

§ 190-3. Parking prohibited at all times.

In accordance with the provisions of this § 190-3, no person shall park a vehicle at any time upon the following streets or portion thereof except for the pickup and drop off of passengers, in accordance with N.J.S.A. 39:4-139:

Name of Street	Sides	Location
<u>Sixteenth Street</u>	<u>North</u>	<u>Beginning at the easterly curbline of Willow Avenue extending to the westerly curbline of Park Avenue</u>

§ 190-6B. No stopping or standing.

B. Stopping or standing prohibited at any time. In accordance with the provisions of this subsection, no person shall stop or stand a vehicle at any time upon any of the following described streets or parts of streets:

<u>Sixteenth Street</u>	<u>South</u>	<u>Beginning at the easterly curbline of Willow Avenue and extending to the westerly curbline of Park Avenue</u>
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SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council

By a Vote of ____ Yeas to ____ Nays

On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor

On the ____ day of _____, 2013

Dawn Zimmer, Mayor

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO INVOKE THE DOCTRINE OF NECESSITY TO ALLOW CONFLICTED MEMBERS OF THE CITY COUNCIL TO VOTE ON AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 155 OF THE CITY CODE, ENTITLED "RENT CONTROL"

WHEREAS, the New Jersey Local Government Ethics Law (the "Law"), *N.J.S.A. 40A:9-22.2 to 22.25*, provides that no local government officer shall take official action in any matter in which said member has a conflict of interest from voting on the matter before the governmental agency; and

WHEREAS, after conversations with legal counsel from the Office of Corporation Counsel, the below listed Councilmembers, which represent a majority of the City Council, have determined that they each, individually, have conflicts of interest as defined by the Law relative to the Rent Control Ordinance:

1. Council member Ravi Bhalla
2. Council member Theresa Castellano
3. Council member Peter Cunningham
4. Council member Jennifer Giattino
5. Council member Timothy Occhipinti
6. Council member Michael Russo

WHEREAS, as a result of the foregoing, the above listed Council members would otherwise be prohibited from voting on the proposed changes to the Rent Control Ordinance; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby invokes the Doctrine of Necessity for the purpose of permitting all Council members to vote on whether or not the City Council will accept the proposed changes to the Rent Control Ordinance; and

BE IT FURTHER RESOLVED that this Resolution be read at the regularly scheduled public Council meeting, posted where the City Council normally posts public notices for thirty (30) days and forwarded to the Department of Community Affairs by the City Clerk.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2013

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

Sponsored by: Giattino

Seconded by: Bhalla

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER
155 ENTITLED "RENT CONTROL"**

WHEREAS, certain factual situations have arisen which has resulted in the City Council reconsidering the decontrolling and base rent calculations of previously owner occupied condominiums and cooperatives within the City.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby ordain as follows (additions noted in underline, deletions noted in strikethrough):

SECTION ONE: AMENDMENTS TO § 155-1

§ 155-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AVAILABLE FOR RENT TO TENANTS

Buildings or dwellings fit for habitation as defined by statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Hudson and City of Hoboken and occupied or unoccupied and offered for rent.

BASE RENT

The legal rent charged or actually received by the landlord for the rental of housing space on January 11, 1973, or if not occupied at that date, the "base rent" shall be that actually charged to and received from the provisions tenant, plus any increases under Article **II** of this chapter. The "base rent" may be changed only with the approval of the Rent Leveling and Stabilization Board. The "base rent" for dwelling units under § **155-2B, G and H** shall be the first rental upon the exemptions set forth in said subsections. Upon vacancy and or change in tenant, the "base rent" for all dwelling units shall be the new rental agreed upon by the new tenant, provided that the same is in accordance with the provisions of this chapter. When dwellings make the transition from rent regulation by a governmental agency that acts pursuant to federal or state law to regulate rents to rent regulation by this chapter as defined in § **155-2.1**, the initial base rent following the transition shall be as set forth in § **155-2.1**.

CAPITAL IMPROVEMENT

A substantial change in the housing accommodations, such as would materially increase the rental value in a normal market. It is different from ordinary repair, replacement and maintenance. A "capital improvement" is of such a nature, extent and expense that it benefits the building and the tenants' enjoyment thereof with a degree of permanency. A "capital improvement," to qualify under this chapter as such, must have a useful life of at least five years.

CONDO/COOP OWNER/OCCUPANT(S)

Individuals who own and reside in a condo/coop shall be considered

bona fide condo/coop owner/occupant(s), hereinafter referred to as bona fide CCOO, if they meet the requirements established in Section 155-35.

CONSUMER PRICE INDEX

The "consumer price index" (all items base year 1967-100) for the region of the United States of which Hoboken is a part published periodically by the United States Department of Labor, Bureau of Labor Statistics.

DWELLING

Any building or structure or trailer or land used as a trailer park rented or offered for rent to one or more tenants or family units.

EQUITY IN REAL PROPERTY INVESTMENT

The actual cash contribution of the purchaser at the time of closing of title and any principal payments to outstanding mortgages.

FAIR RETURN

The percentage of return of equity in real property investment. The amount of return shall be measured by the net income before depreciation. A "fair return" on the equity investment in real property shall be considered to be 6% above the maximum passbook demand deposit savings account interest rate available in the City of Hoboken. The six-percent figure is provided to reflect the higher risk and lesser liquidity of real property investment in comparison to savings account investments.

HOUSING SPACE

Includes that portion of a dwelling rented or offered for rent for living and dwelling purposes with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such portion of the real property.

JUST CAUSE FOR EVICTION

The landlord recovered possession of a housing space or dwelling for one of the reasons outlined in New Jersey State law (N.J.S.A. 2A:18-53 as amended).

LIVING AREA

The amount of total rentable space applicable to any given housing space, measured either in terms of rooms or square footage.

NEWLY CONSTRUCTED DWELLING

A dwelling located in a building, which building is new in all respects; that is, from the ground up, and the exterior structure, the exterior and interior walls and all systems are new.

NOT VACANT THROUGH UNLAWFUL MEANS

The tenant has not vacated or been forced to vacate the dwelling involuntarily; that is, due to harassment, duress, wrongful acts or unreasonable pressure from the landlord or his agents. A legal eviction is not an involuntary vacation under this definition. A bona fide written release of the landlord by the tenant with respect to this issue shall be evidence of a voluntary vacancy which may be considered in determinations under this chapter.

REGISTRATION STATEMENT

The statement filed by the landlord pursuant to § 155-30.

RENT

Any price for the use of a housing space. It includes any charge, no matter how set forth, paid by the tenant for the use of any service in

connection with the housing space. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the housing space, shall not be construed as "rent."

RENT INCREASE, RENT DECREASE AND RENT ADJUSTMENT

The intent and policy of the governing body to interfere in landlord tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest. "Rent increase," "rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent decrease" or other "rent adjustment." Each notice shall set forth in detail the reasons justifying or requiring such increase, decrease or adjustment.

SERVICE

The provision of light, heat, hot water, maintenance, painting, elevator service, air conditioning, storm windows, screens, superintendent service and any other benefit, privilege or facility connected with the use or occupancy of any dwelling or housing space.

SERVICE SURCHARGE

Refers to an additional charge over and above the rental due to new or additional services. Existing services may be subject to a surcharge also, under extenuating circumstances as may be determined by the Rent Leveling Board.

SUBSTANTIAL COMPLIANCE

The housing space and dwelling are free from all heat, hot water, elevator and all health, safety and fire hazards, as well as 90% qualitatively free of all other violations of the ordinances of the City of Hoboken and the Property Maintenance Code of the State of New Jersey, where applicable.

TENANT/SUBTENANT

The regulations that apply to the landlord and tenant under this chapter shall also apply, wherever appropriate, to the "tenant/subtenant" relationship and any other rental tenancy unless otherwise expressly excluded.

SECTION TWO: Amendments to § 155-6

§ 155-6. Tax surcharge from tenants.

~~A. A landlord may seek a tax surcharge from a tenant because of an increase in municipal property taxes if said taxes are in excess of those assessed for the 1988 tax year. The rental increase permitted for taxes is determined by the Rent Regulation Officer pursuant to a formula approved by the Rent Control Board. The rent increase for taxes that each tenant is liable to pay shall be paid in 12 equal monthly payments, 1/12 each month. The surcharge shall not be considered rent for purposes of computing cost-of-living rental increases. Determinations under this section shall be made by the Rent Regulation Officer.~~ A landlord may seek a tax surcharge from a tenant because of an increase in Municipal property taxes if said taxes are in excess

of those assessed for the 1988 tax year, or instead the date of the most recent Initial Rental Decontrol (Section 155-37) if such has occurred.

B. Notice on standardized form.

(1) The landlord shall, upon approval by the Officer of its tax surcharge application, notify its tenants, by personal service, on standardized forms setting forth:

(a) An explanation of the tax surcharge.

(b) The base rent.

(c) The tax surcharge, total and apportioned.

(d) The effective date.

(2) This notice shall be filed with the Officer.

SECTION THREE: CREATION OF ARTICLE VIII OF CHAPTER 155

Article VIII. Condo/Coop Initial Rental Decontrol.

Section 155-35: Bona Fide Condo/Coop Owner/Occupant(s)

- A. In the event that an owner of a condo/coop unit, has continuously occupied said unit as their principle residence for the previous two years, the owner may file an affidavit with, and on the form provided by, the rent leveling officer documenting their use.
- B. In the event that the affidavit is filed with, and not successfully challenged by, the rent leveling officer, the owner shall be deemed a bona fide CCOO.

Section 155-36: Bona Fide Condo/Coop Owner/Occupant Affidavit

A. Approval

An affidavit form shall be provided by the rent leveling officer pursuant to an affidavit approved by the rent leveling board..

B. Statement and Certification

The affidavit form shall include a statement that the owner has owned and occupied the unit for at least the preceding two years. This statement must be certified to by the owner.

C. Documentation

Reasonable documentation may be required and the affidavit is not deemed filed until it is submitted in full.

D. Filing Fee

The filing fee to apply to be deemed a Bona Fide CCOO will be the same fee assessed as for a hardship application.

E. Acceptance and Rejection

A Bona Fide CCOO affidavit submitted to the rent leveling officer is deemed accepted unless rejected within 21 days of filing. Any CCOO affidavit may be rejected for inadequate documentation or statements the rent leveling officer has a reasonable basis to believe may be inaccurate.

F. Appeals

As with any decision of the rent leveling officer, the owner will have the

right to appeal any rejection to the Rent Leveling & Stabilization Board, within the timeframe and upon payment of the fee established by this ordinance for appeals in the amount of \$20.

G. False Statements

If subsequent to the granting of an Initial Rental Decontrol (Section 155-37) it is found that information was submitted to either the rent leveling officer or the rent leveling board which is determined by the rent leveling office or the Rent Leveling & Stabilization Board to be incorrect and it is further determined that if such information had been presented correctly an Initial Rental Decontrol which had been granted would not have been granted then the Initial Rental Decontrol shall be declared null and void and the rent shall be reset at the original legal base rent plus any applicable surcharges and applicable CPIs. In the event the board determines that the misrepresentation was willful, the owner of the unit shall also be assessed a fine up to the maximum allowed under this ordinance.

Section 155-37: Initial Rental Decontrol Upon Vacancy By Bona Fide CCOO

In the event of that an individual, who qualifies as a Bona Fide CCOO, vacates their Condo/Coop unit and offers it for rental, said unit is decontrolled solely for the purpose of establishing the initial rent subsequent to the CCOO vacating. The new base rent shall be established at the amount charged in the initial lease. This new base rent shall be documented by submission and filing of a completed rent registration form to the rent leveling office. Said unit is decontrolled for the purpose of establishing the initial rental only, and otherwise is fully subject to Chapter 155. Nothing herein shall be construed to cause an existing rent to change as a result of any Initial Rental Decontrol granted under this section.

SECTION FOUR: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FIVE: SEVERABILITY

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

SECTION SIX: EFFECTIVE DATE

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

SECTION SEVEN: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ___ Yeas to ___ Nays
On the ___ day of ___, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ___ day of ___, 2013

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS IMPROVEMENTS TO ELYSIAN PARK IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$200,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR OTHER DEBT OBLIGATIONS OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$200,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), and the Green Acres statutes (*N.J.S.A. 13:8A-1 et seq.*, *N.J.S.A. 13:8A-19 et seq.* and *N.J.S.A. 13:8A-35 et seq.*) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program of the New Jersey Department of Environmental Protection (collectively, the "Green Acres Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$200,000;
- (b) the estimated amount of bonds, bond anticipation notes or other debt obligations to be issued for the purposes stated in Section 7 hereof is \$200,000; and

Section 3. The sum of \$200,000, to be raised by the issuance of bonds, bond anticipation notes or other debt obligations to be purchased by the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("NJDEP"), as part of the NJDEP Green Acres Program (Project#0905-12-066) is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed \$200,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law, the Green Acres Law, and other applicable law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes or other temporary debt obligations of the City in an amount not to exceed \$200,000 is hereby authorized. Pursuant to the Local Bond Law and the Green Acres Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes or other temporary debt obligations of the City from time to time at public or private sale, or to the State of New Jersey, acting by and through the NJDEP, and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes or other temporary debt obligations pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes or other temporary debt obligations sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A.* 40A:2-20, shall not exceed the sum of \$40,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for said purposes and the period of usefulness of said purposes within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Various improvements to Elysian Park, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as part of the City's Green Acres Program (Project #0905-12-066) and as set forth in the plans and specifications on file with the City's Department of Parks and Recreation	\$200,000	\$0	\$200,000	20 years

Section 8. Grants or other monies received from any governmental entity, if any, not otherwise utilized for the purpose of paying the costs of the improvements described in Section 7 above, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the improvements described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 9 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$200,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: October 17, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of ____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of ____, 2013

Dawn Zimmer, Mayor

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on October 17, 2013. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2013 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS IMPROVEMENTS TO ELYSIAN PARK IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$200,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR OTHER DEBT OBLIGATIONS OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$200,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Various improvements to Elysian Park, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as part of the City's Green Acres Program (Project #0905-12-066) and as set forth in the plans and specifications on file with the City's Department of Parks and Recreation	\$200,000	\$0	\$200,000	20 years

Appropriation: \$200,000
 Bonds/Notes Authorized: \$200,000
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$40,000
 Useful Life: 20 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2013 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS IMPROVEMENTS TO ELYSIAN PARK IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$200,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR OTHER DEBT OBLIGATIONS OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$200,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Various improvements to Elysian Park, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as part of the City's Green Acres Program (Project #0905-12-066) and as set forth in the plans and specifications on file with the City's Department of Parks and Recreation	\$200,000	\$0	\$200,000	20 years

Appropriation: \$200,000
 Bonds/Notes Authorized: \$200,000
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$40,000
 Useful Life: 20 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

#VALUE!

Department of Community Affairs Supplemental Debt Statement

0905 **0905 Hoboken City - County of Hudson** Prepared as of: **17-OCT-2013**

Budget Year Ending: 12/31/2013 (Month-DD)	2013 (year)
Name: George DeStefano	Phone: 201-420-2028
Title: CFO	Fax: 201-420-2019
Address: 94 Washington St.	Email: gdestefano@hobokennj.org
Hoboken, NJ 07030	CFO Cert #: N-0362

1 **George DeStefano, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of the 0905 Hoboken City - County of Hudson here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.**

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
Bonds and Notes for School Purposes	\$ -	\$ -	\$ -	\$ -
Bonds and Notes for Self Liquidating Purposes	\$ -	\$ -	\$ -	\$ -
Other Bonds and Notes	\$ 102,151,678.58	\$ 1,197,843.63	\$ 4,431,750.00	\$ 105,385,584.95

2 Net Debt at the time of this statement is..... \$ 105,385,584.95

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
	Improvements to Elysian Park	\$ 200,000.00	\$ -	\$ 200,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 200,000.00	\$ -	\$ 200,000.00

4 The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 105,585,584.95

5 Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

	<u>Year</u>		
(1)	<u>2010</u>	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	<u>\$ 10,243,080,661.00</u>
(2)	<u>2011</u>	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	<u>\$ 9,703,632,086.00</u>
(3)	<u>2012</u>	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	<u>\$ 9,597,139,703.00</u>

6 Equalized Valuation Basis - Average of (1), (2) and (3)..... \$ 9,847,950,816.67

7 Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 1.072%

NOTES

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NJSA 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by NJSA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.