



3/2/15

MEMORANDUM

TO: Hoboken City Clerk James Farina  
FR: Mayor Dawn Zimmer  
RE: Appointments to the Historic Preservation Commission

Mr. Farina,

I have made the following appointments to the Historic Preservation Commission:

Seth Abrams, Class B, appointed

Gretchen Druck, Class C, appointed

Ellen G. Stewart, Alternate I, appointed

Steven Zane, Alternate II, appointed

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

Thank you,

Mayor Dawn Zimmer

RECEIVED  
2015 MAR -2 PM 12:23  
CITY CLERK  
HOBOKEN, NJ 07030



February 27, 2015

Dear City Council Members:

I am writing to provide updates on several important projects, some of which will be considered at the next Council meeting. This memo includes an update on the Northwest Resiliency Park, the Southwest Resiliency Park, the Monroe Resiliency Park at 7th Street and Jackson Street, and Washington Street. On next week's agenda, the Council will be asked to support full applications for loans from the New Jersey Environmental Infrastructure Trust related to the Southwest and Northwest parks as well as Washington Street project.

We are asking for the City Council's support to move forward on all of these very important projects that are key elements of the Rebuild by Design flood resiliency strategy and will provide much-needed open space for neighborhoods in western Hoboken. As you likely know, approximately 80% of Hoboken is in the FEMA-designated flood zone, and Superstorm Sandy damaged more than 1,800 residential dwellings and businesses.

### **Open Space Trust Fund**

As you may know, the Open Space Trust Fund was established in 2008 in order to acquire property for recreation and conservation purposes, like the BASF site and Southwest Park. This Open Space Trust account currently has approximately \$4.5 million and receives an additional \$2.2 million per year from the Municipal Open Space Tax. The existing funds and revenue stream is sufficient to finance approximately \$42 million in loans. The Open Space Trust Fund will be used to fund the projected debt payments for the NJEIT loans for the City's resiliency park projects. The attached provides an analysis by Acacia for the projected debt payments and the additional Open Space Trust Fund loan/bond capacity.

### **Northwest Resiliency Park (BASF)**

The City's appraiser has valued the 6 acre property in northwest Hoboken currently owned by BASF at \$9.7 million, however we are still in negotiations over the price of the property. In addition, we estimate that the final construction design of a park with stormwater detention will cost approximately \$2.29 million.

As a result, we are asking the City Council to approve an application for a low-interest loan from the New Jersey Environmental Infrastructure Trust for \$11.99 million (the appraisal value plus design costs). The loan provides a 0% interest on 75% of the amount and 25% market rate interest on the remainder. In addition to the extremely low interest rate, there is 19% principal forgiveness on the loan for land acquisition and construction because of the park's ability to store rainwater that will help to alleviate the combined sewer outflow in our sewer system. It is important to request this loan as soon as possible as the principal forgiveness and low interest rates may not be available in the future.

As you know, we have been working with planners and engineers thanks to \$500,000 in technical assistance received through the Re.invest Initiative to develop various conceptual plans and financing structures for this project. We are considering two potential designs for construction of the project – one which can hold one million gallons of stormwater (estimated \$5 million construction cost) and another which can hold 5 million gallons (estimated \$26 million construction cost). As you may also know, the proposed BASF park lies mostly in the H-5 sewershed, an area highly prone to flooding in part because the adjacent H-7 and H-4 sewersheds frequently drain into the H-5 area. This is why the ability to store excess stormwater is absolutely critical to our ability to prevent flooding.

We have been in discussions with North Hudson Sewerage Authority about a potential partnership for this project. Since it is highly unlikely that the NJ DEP would permit us to construct a large 5 million gallon detention facility for combined sewage, NHSA has raised the idea of an “Eco-District” which would involve separating the sewers in an area near this new park so that the detention system can hold stormwater rather than combined sewage. To date, we have not received a commitment from NHSA to fund this Eco-District. I made clear to NHSA (see attached letter) that unless we receive a commitment from them to fund the Eco-District and we are able to secure additional funding to implement the 5 million gallon system, we will proceed with the smaller scale 1 million gallon option.

Finally, while we explored the options of constructing an underground parking garage for 300, 600, or 900 vehicles through public-private partnerships or by requiring the parking as part of future redevelopment of the area, the analysis shows that the cost to construct such a garage is about \$80,000 per space. Considering that above ground parking structures cost so much less (approximately \$20,000 per space) and that on-street parking costs only \$15 per year (and that our City code currently does not require that those who purchase a dwelling unit must also park in a deeded garage space), we have determined that construction of such an underground garage is not financially feasible under the current circumstances.

### **Southwest Resiliency Park (Block 12)**

With your support, construction of the Southwest Park can begin later this summer. We are completing the final designs for the park, including the addition of a restroom facility based on City Council feedback. The estimated construction cost is not to exceed \$4.7 million, and we hope to have your support for a low interest loan from the New Jersey Environmental Infrastructure Trust to build the park. Similar to the loan for the BASF project, the overall loan will have 19% principal forgiveness for land acquisition and construction, because it is green infrastructure that will help reduce combined sewer outflows. In addition, there is the potential for 50% principal forgiveness of green infrastructure costs of up to \$2 million (up to \$1 million principal forgiveness), meaning that the total principal cost for the City could be as low as \$2.726 million. This is a competitive application, so the exact amount of principal forgiveness isn't known. As with the loan for the Northwest Resiliency Park, it is important to request this loan as soon as possible as the favorable terms may not be available in future years.

### **Monroe Resiliency Park (7<sup>th</sup> Street & Jackson Street)**

Working with the City Council Community Development South Subcommittee, negotiations are continuing as part of the redevelopment process to create a nearly 2 acre park and plaza space at 7th Street and Jackson Street. This park is also being designed with green infrastructure to keep over 350,000 gallons of storm water runoff out of our sewer system. When the extensive details are finalized and the Redevelopment Agreement is ready, the agreement will be brought before the Council for a vote. Additional funds will be secured if needed to complete this project.

### **H-5 Wet Weather Pump**

We understand the community's and Council's concerns about environmental liability and are trying to work with NHSA to make sure that this is addressed. I spoke with Executive Director Wolff today

and he assured me that NHTA is proposing to the Maxwell Condo Association that the environmental/construction liability be capped at the final value of the easement. This means that regardless of whether or not additional contaminants beyond the DEP No Further Action letter are found, the condo association would be limited in liability to the final agreed upon price of the easement. Again, we have been advised that it is highly unlikely that additional contaminants will be found, and if this is the case, then the condo association would receive a \$523,000 payment, or possibly more depending on the outcome of their own appraisal and the final negotiation process. As previously discussed, NHTA completed an appraisal valued at \$523,000, and our understanding is that Maxwell is conducting their own appraisal as well. We hope that the issue can be resolved amicably, however a court date to hear the matter has been set for March 20<sup>th</sup>. In addition, we have been advised by NJEIT that they are transitioning to a new funding model that will involve a minimal cost construction loan and then entering into permanent financing when the project is complete.

### **Washington Street**

We have issued an RFP and received five responses from engineering firms to develop final construction plans for Washington Street. The responses ranged from approximately \$700,000 to \$1.4 million and we would like to involve the City Council Transportation Committee in the interview and selection process.

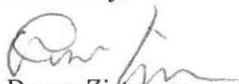
In addition, we are proposing to upgrade the water main system along Washington Street as part of the work and are seeking the Council's support to fund this upgrade. The water lines along Washington Street are old and extremely fragile. In addition to the possibility of main breaks shortly after repaving the roadway, the vibrations from the planned milling and paving construction work could cause the mains to break. The estimated cost to upgrade the water mains containing our drinking water is approximately \$5.32 million, and drainage improvements are estimated to cost an additional \$2.04 million. We are seeking to fund these improvements through a low-interest loan including 0% interest on 75% of the loan and 25% of the loan at market rate. The drainage improvements include a 19% level of principal forgiveness, in addition to an overall additional level of principal forgiveness that is yet to be determined because of the competitive nature of the financing program. Besides funding needed infrastructure improvements for the corridor, this funding will cover the costs of important necessary work that will be required anyway in order to repave Washington Street. Through this approach, we will be able to fund some of this necessary work at an extremely low interest rate that may not be available at a later date.

Negotiations with United Water are underway, and we plan to incorporate the cost of this low interest loan as we negotiate a new agreement with United Water.

Despite the fact that final plans must be created before the Washington Street project can proceed, there is already a tremendous amount of resurfacing and other construction work happening this year that will disrupt our community. A map of planned resurfacing work, intersection improvements, and gas line upgrades is attached. We expect that in addition to the streets indicated on the map, PSE&G will be repaving some other streets as well.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,



Dawn Zimmer

**The City of Hoboken**  
**NJEIT - 2016 Financing Scenarios**  
**Assuming Principal Forgiveness**

FYE 31-Dec	Northwest Resiliency Park (BASF) NJEIT				Southwest Resiliency Park (Block 12) NJEIT				Additional Open Space Borrowing Capacity NJEIT				Total Net Debt Service	Available Revenues	Surplus	Balance
	Principal	Interest <sup>(1)</sup>	Fees	Debt Service	Principal	Interest <sup>(2)</sup>	Fees	Debt Service	Principal	Interest	Fees	Debt Service				
2015	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,470,000
2016	210,058	186,912	21,050	418,020	79,308	70,683	7,975	157,966	384,615	43,134	32,943	460,692	1,036,678	2,200,000	1,163,322	5,633,322
2017	570,115	97,440	42,100	709,655	213,615	37,723	15,950	267,288	979,231	153,744	65,885	1,198,860	2,175,803	2,200,000	24,197	5,657,519
2018	580,115	96,105	42,100	718,320	218,615	37,234	15,950	271,799	984,231	151,875	65,885	1,201,991	2,192,110	2,200,000	7,890	5,665,410
2019	580,115	94,201	42,100	716,416	218,615	36,520	15,950	271,085	984,231	149,317	65,885	1,199,432	2,186,933	2,200,000	13,067	5,678,477
2020	585,115	91,785	26,143	703,042	223,615	35,614	9,940	269,169	1,029,231	146,070	40,885	1,216,186	2,188,397	2,200,000	11,603	5,690,080
2021	585,115	88,980	10,185	684,280	223,615	34,509	3,930	262,054	1,034,231	141,650	15,885	1,191,766	2,138,100	2,200,000	61,900	5,751,980
2022	590,115	85,828	10,185	686,128	223,615	33,267	3,930	260,812	1,039,231	136,589	15,885	1,191,704	2,138,645	2,200,000	61,355	5,813,335
2023	595,115	82,241	10,185	687,541	223,615	31,896	3,930	259,441	1,044,231	130,892	15,885	1,191,007	2,137,990	2,200,000	62,010	5,875,346
2024	595,115	78,111	10,185	683,411	228,615	30,362	3,930	262,907	1,049,231	124,402	15,885	1,189,517	2,135,836	2,200,000	64,164	5,939,510
2025	600,115	73,666	10,185	683,966	228,615	28,584	3,930	261,129	1,059,231	117,290	15,885	1,192,405	2,137,501	2,200,000	62,499	6,002,010
2026	605,115	68,806	10,185	684,106	228,615	26,694	3,930	259,239	1,064,231	109,460	15,885	1,189,575	2,132,921	2,200,000	67,079	6,069,089
2027	610,115	63,589	10,185	683,889	233,615	24,720	3,930	262,265	1,074,231	101,141	15,885	1,191,256	2,137,411	2,200,000	62,589	6,131,678
2028	615,115	58,003	10,185	683,303	233,615	22,515	3,930	260,060	1,084,231	92,174	15,885	1,192,289	2,135,653	2,200,000	64,347	6,196,026
2029	625,115	52,036	10,185	687,336	238,615	20,220	3,930	262,765	1,089,231	82,535	15,885	1,187,650	2,137,752	2,200,000	62,248	6,258,274
2030	630,115	45,579	10,185	685,879	238,615	17,700	3,930	260,245	1,104,231	72,455	15,885	1,192,570	2,138,694	2,200,000	61,306	6,319,580
2031	635,115	38,817	10,185	684,117	243,615	15,124	3,930	262,669	1,114,231	61,668	15,885	1,191,783	2,138,569	2,200,000	61,431	6,381,011
2032	645,115	31,786	10,185	687,086	243,615	12,344	3,930	259,889	1,124,231	50,386	15,885	1,190,502	2,137,478	2,200,000	62,522	6,443,534
2033	650,115	24,316	10,185	684,616	248,615	9,522	3,930	262,067	1,134,231	38,600	15,885	1,188,716	2,135,400	2,200,000	64,600	6,508,134
2034	660,115	16,588	10,185	686,888	253,615	6,498	3,930	264,043	1,149,231	26,336	15,885	1,191,452	2,142,384	2,200,000	57,616	6,565,751
2035	665,115	8,428	10,185	683,728	253,615	3,268	3,930	260,813	1,159,231	13,416	15,885	1,188,532	2,133,074	2,200,000	66,926	6,632,677
	<u>11,832,250</u>	<u>1,383,214</u>	<u>326,268</u>	<u>13,541,731</u>	<u>4,498,000</u>	<u>534,991</u>	<u>124,715</u>	<u>5,157,706</u>	<u>20,685,000</u>	<u>1,943,128</u>	<u>509,758</u>	<u>23,137,886</u>	<u>41,837,323</u>	<u>44,000,000</u>	<u>2,162,677</u>	

(1)Includes an interest payment on the NJEIT interim loan of \$182,612.50 in 2016.

(2)Includes an interest payment on the NJEIT interim loan of \$68,650.00 in 2016.



February 27, 2015

Dr. Richard Wolff  
Executive Director  
North Hudson Sewerage Authority  
1600 Adams Street  
Hoboken, NJ 07030

Dear Executive Director Wolff:

As we have discussed, pending Council approval, next week the City of Hoboken will be applying for a New Jersey Environmental Infrastructure Trust low-interest loan to acquire the BASF property and to complete the final design for a Northwest Resiliency Park. To date, after many discussions, North Hudson Sewerage Authority has not been able to make a commitment to this project, and I write to be up-front about the City's position and plans moving forward.

As proposed by NHTSA, the Northwest Resiliency Park could be built with a 5 million gallon detention system that would further protect NHTSA facilities, our City's electrical substations as well as residents and businesses from the increasingly severe heavy rain events. It could also potentially solve NHTSA's combined sewer overflow problems which NHTSA may eventually be required to address by regulatory agencies. Since the National Climate Assessment shows that heavy rain events have increased by 70 percent in the Northeast over the last 50 years, it is clear that our flash flooding problem is only going to become more severe in the future.

Together, we have a short window of opportunity to proactively address a serious flash flooding problem that significantly impacts NHTSA and therefore our region. Given the City's many needs, infrastructure challenges and financial constraints, I want to be up-front about what would be needed in order for the City to move ahead with building a 5 million gallon detention system. While we are applying for a loan this year to purchase the property and develop a final resiliency park design, we will not move ahead with a full design for the 5 million gallon detention system unless we can receive full assurances that the companion "Eco-District" would be built on a parallel track. The Eco-District which would separate the sanitary and stormwater sewers is critical so the detention system can hold only stormwater, since the New Jersey Department of Environmental Protection would be unlikely to approve using such a detention system for combined sewage.

NHTSA may be legally required to make this investment in the future, and we believe that this is the ideal opportunity to partner with Hoboken to make these vital improvements. Further, there is the opportunity for NHTSA to apply for low interest loans with the possibility for a high level of principal forgiveness with NJEIT, as the City plans to do with the Northwest and Southwest Resiliency Parks.

OFFICE OF THE MAYOR

Please know that if NHSA cannot make a full commitment to the Eco-District, we understand. However, I want to be completely clear that the City will then be moving ahead with building a resiliency park with a detention system that could detain about 1 million gallons of water instead of 5 million gallons. By this fall, we will need to make a final decision. The following would need to occur in order for us to build the larger detention system:

First, we will need a firm unequivocal commitment from NHSA that you will move ahead with funding and building the \$35 million Eco-District. This is a regional problem since NHSA provides sanitation services for an estimated 180,000 people in Union City, West New York, Weehawken, and Hoboken, so it should be funded regionally, not primarily by Hoboken residents. If NHSA agrees, then we would need to enter into a shared service agreement whereby NHSA expressly commits to funding and building the Eco-District and applies for funding to move ahead with the project on a timely basis (While we could apply jointly for grant opportunities, we would need a commitment from NHSA that the Eco-District would move ahead regardless of grant funding).

Secondly, the City will also be applying for various grants and exploring alternative strategies to try and significantly defray the additional \$26 million cost for building a 5 million gallon storm water storage facility as part of the Northwest Resiliency Park project. Again, the City has made a strong commitment to resiliency by leading the effort to win a Rebuild by Design competition that resulted in the \$230 million award that will protect our region, including NHSA from future storm surges. We are investing in the Southwest Resiliency Park, the 7th and Jackson Resiliency Park, the purchase of property for the Northwest Resiliency Park, and we are funding a second wet weather pump. If we cannot secure additional funding to support the building of the 5 million gallon detention system, then we will be moving ahead with building a Northwest Resiliency Park with a smaller detention system that could store approximately one million gallons at a much more cost effective level.

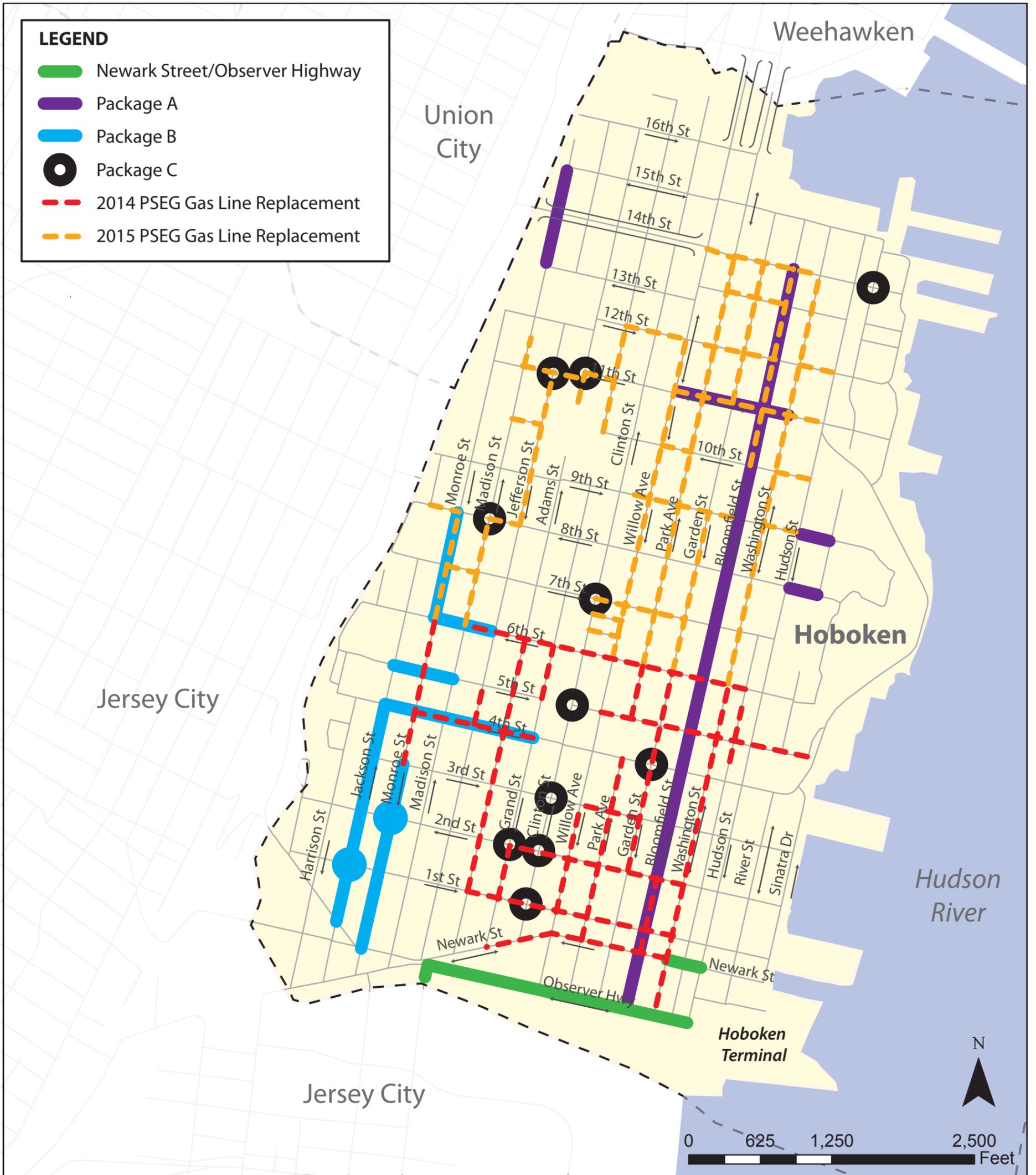
Again, I write to be clear on my position so that NHSA and the City can each make decisions accordingly in the best interests of our respective constituencies and financial constraints.

Thank you for listening, and please feel free to call me with any questions.

Sincerely,



Dawn Zimmer



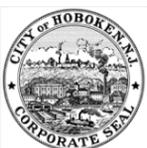
Source: City of Hoboken, Hudson County, Public Service Electric & Gas

February 2015

NOTE: Information outside of Hoboken city limits has not been verified.

Prepared by: Ryan Sharp

## 2015 Roadway Improvement Projects and PSE&G Gas Line Replacement



City of Hoboken  
Department of Transportation & Parking

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

**MEETING OF THE CITY COUNCIL  
OF HOBOKEN, NEW JERSEY  
MISCELLANNEOUS LICENSING**

March 4, 2015

**VENDORS 1 ITEMS**

KELVONNE L. SCOTT \$100.00  
66 COLUMBIA AVE.  
NEWARK, NJ 07106

**PARKING FACILITIES 0 ITEMS**

**RAFFLES 2 ITEMS**

YCS FOUNDATION INC RA 1479  
284 BROADWAY \$20.00  
NEWARK, NJ 07104

ST. ANN'S RC CHURCH RA 1480  
704 JEFFERSON STREET \$20.00  
HOBOKEN, NJ 07030

Office of Taxi & Limo Licensing

**Miscellaneous Licenses for City Council Approval**

March 4 , 2015 City Council Meeting

Operator Licenses: 11 Total

Owner Licenses: 4 Total

**Taxi Operator Licenses -4 total**

#	Last Name	First Name	Driver Type	License #	Fee
1	Ibrahim	Hanna	TAXI	T0033	\$75
2	Kaldas	Amir	TAXI	T0058	\$75
3	Eid	Fadl	TAXI	T0146	\$75
4	Koulta	Hany	TAXI	T0171	\$75

Total Fees: \$300  
Total Licenses: 4

**Limo Operator Licenses -7 total**

#	Last Name	First Name	Driver Type	License #	Fee
1	Mendoza	Alis	LIMO	L0019	\$75
2	Quinto	Mario	LIMO	L0021	75
3	Muhammad	Khalil	LIMO	L0031	\$75
4	Valverde	Gustavo	LIMO	L0033	\$75
5	Rosa	Angelica	LIMO	L0051	\$75
6	Bobadilla	Raul	LIMO	L0168	\$75
7	Sanchez	Alfredo	LIMO	L0169	\$75

Total Fees: \$525  
Total Licenses: 7

**Taxi Owner Licenses -4 total**

#	Company Name	Vehicle Type	Vehicle #	Fee	Notes
1	YEM Corp.	TAXI	12	\$ 500	
2	Diamond Cab Corp	TAXI	15	\$ 500	
3	Graciana Lisboa	TAXI	16	\$ 500	Transfer Ownership to Esidonio Lisboa
4	Sahm Corp	TAXI	21	\$ 500	

Total Fees: \$ 1,000  
Total Licenses: 4

**Limo Owner Licenses - 0 total**

#	Company Name	Vehicle Type	Vehicle #	Fee*
1				
2				

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  
MARCH 4, 2015

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$	
ESCROW	CD MLUL PB ESCROW ACCTS	15-00331	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 3,694.00	
	CD MLUL ZBA ESCROW ACCTS	14-04405	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 6,193.75	
		15-00348	MATTHEW SERIALE	REFUND DEVELOPERS ESCROW	\$ 8,236.47	
<b>ESCROW Total</b>					<b>\$ 18,124.22</b>	
ICAPITAL	ADM BUSINESS ADMINISTRATION	14-02433	MASER CONSULTING P.A.	2014 ROAD RESURFACING - C	\$ 5,950.00	
		14-03775	T & M ASSOCIATES	ENG'G DESIGN & ADMINISTRATION	\$ 16,886.71	
		15-00654	THE BUZAK LAW GROUP LLC	3 INVOICES FOR JANUARY 2015	\$ 3,517.50	
		15-00783	BOSWELL ENGINEERING	PROF SVS - CITY HALL DRAINAGE	\$ 20,524.70	
	CD DIRECTOR'S OFFICE	14-02778	COMMUNITY GRANTS PLANNING	AFFORDABLE HOUSING AGENT	\$ 1,740.00	
<b>ICAPITAL Total</b>					<b>\$ 48,618.91</b>	
IFEDERAL	ADM BUSINESS ADMINISTRATION	14-00146	PRINCETON HYDRO LLC	POST SANDY DISASTER PLAN	\$ 41,082.78	
		14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 104,714.00	
	CD DIRECTOR'S OFFICE	14-00077	MARVEL ARCHITECTS	ARCHITECT-HOB COVE BOATHOUSE	\$ 55,227.26	
<b>IFEDERAL Total</b>					<b>\$ 201,024.04</b>	
IO M FUND	HS PARKS	15-00298	MAIK INC	REPAIRS TO IRRIGATION SYSTEM	\$ 11,256.00	
		15-00302	COOPER PEST SOLUTIONS, INC.	GENERAL PEST CONTROL SERVICES	\$ 120.83	
	UNCLASSIFIED ELECTRICITY	15-00707	PSE&G COMPANY	FEBRUARY 2015 - PIER C	\$ 1,300.38	
<b>IO M FUND Total</b>					<b>\$ 12,677.21</b>	
IOPERATING	ADM ABC BOARD	15-00065	STAR LEDGER	2015 ABC BOARD LEGAL ADS	\$ 75.40	
	ADM BUSINESS ADMINISTRATION	14-00088	KIMLEY-HORN AND ASSOCIATES,INC	SINATRA DR VISION/DESIGN PLAN	\$ 5,190.00	
		14-00727	GREENER BY DESIGN	GRANT WRITING SERVICES - 2014	\$ 3,333.20	
		14-03557	MCMANIMON,SCOTLAND, & BAUMANN	SP. COUNSEL - PILOT COUNSEL	\$ 6,150.00	
		14-04340	TATBIT CO.	LIGHTS/FANS IN B.A.'S OFFICE	\$ 3,510.48	
		14-04484	GOVCONNECTION, INC.	REPLACEMENT PC FOR JUAN MELLI	\$ 662.04	
		14-04530	WB WOOD NJ	FILING CABINETS FOR ADMIN	\$ 14,418.00	
		15-00224	ASL PRODUCTIONS LLC	DVD & LIVE STREAM-COUNCIL MTGS	\$ 4,400.00	
	ADM CITY COUNCIL	15-00496	ASL PRODUCTIONS LLC	DVD & LIVE STREAM-COUNCIL MTGS	\$ 1,600.00	
		15-00210	M.G.L. FORMS-SYSTEMS LLC	1099 MISC FORMS 2014	\$ 371.00	
	ADM FINANCE SUPERVISORS OFF	15-00228	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,629.00	
		15-00282	HOBOKEN PUBLIC LIBRARY	MONTHLY PAYMENTS	\$ 259,000.00	
	ADM MAYOR'S OFFICE	15-00226	NJCM	2015 MEMBERSHIP DUES	\$ 925.00	
	ADM MUNICIPAL COURT	14-03899	STAPLES PRINT SOLUTIONS	CITY ORDINANCE FOLDERS	\$ 3,534.00	
		15-00230	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 404.07	
		15-00266	ENTERPRISE CONSULTANTS LLC	MONTHLY MAINTENANCE	\$ 212.50	
	ADM SPECIAL COUNSEL	14-00602	TOMPKINS, MCGUIRE, WACHENFELD	INSURANCE RELATED MATTERS	\$ 31,913.79	
		15-00084	NJICLE	MANDATORY NJICLE SEMINAR-MLL	\$ 100.00	
		15-00132	HOBOKEN MESSENGER SERVICE	DELIVERY SERVICE	\$ 65.00	
		15-00268	NJICLE	MANDATORY CLE WEBINAR	\$ 100.00	
		15-00675	ANDREA SANNIOLA	TRANSCRIPT REQUEST	\$ 200.00	
		ADM TAX ASSESSOR	14-02282	ADAMS, REHMANN & HEGGAN ASSOC.	TAX MAP MAINTENANCE 2014	\$ 4,500.00
			14-02763	MCGUIRE ASSOCIATES, LLC	REAL ESTATE APPRAISER	\$ 23,374.98

**CITY OF HOBOKEN  
CLAIMS LISTING  
MARCH 4, 2015**

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$	
IOPERATING	ADM TAX ASSESSOR	15-00264	GOVCONNECTION, INC.	PRINTER FOR ASSESSOR'S OFFICE	\$ 546.30	
		15-00284	MICRO SYS. OF NORTHERN NJ.INC.	SOFTWARE MAINTENANCE FOR 2015	\$ 1,600.00	
	ADM TAX COLLECTOR	14-04334	W.B. MASON CO., INC.	CONBINATION FIRE-SAFE	\$ 315.00	
		15-00108	CORELOGIC	REFUND OVERPAYMENT	\$ 4,006.97	
		15-00110	CORELOGIC	REFUND HC TAX APPEAL	\$ 398.77	
		15-00111	CORELOGIC	REFUND HC TAX APPEAL	\$ 565.85	
		15-00313	CORELOGIC SERVICES, LLC	REFUND OVERPAYMENT	\$ 129.95	
		15-00497	LT NATIONAL TITLE SERVICES	REFUND OVERPAYMENT	\$ 1,792.05	
		15-00498	ANNALEE VAN KLEECK	REFUND OVERPAYMENT	\$ 2,136.31	
		15-00499	TAB LAW FIRM, PC	REFUND OVERPAYMENT	\$ 1,988.67	
		ADM/CITY CLERK	14-04529	RUG & FLOOR STORE, INC.	REPLACE FLOOR AT CLERKS OFFICE	\$ 4,500.00
		ADM/CONSTRUCTION CODE	14-04230	W.B. MASON CO., INC.	PRINTER TONER	\$ 496.08
	ADM/CORPORATION COUNSEL	15-00332	ALL STATE LEGAL	BENDING PAPER	\$ 38.75	
	ADM/LEGAL ADS	15-00283	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR DECEMBER 2014	\$ 3,164.81	
	CD DIRECTOR'S OFFICE	14-00130	MARAZITI, FALCON, LLP	SP LEGAL COUNSEL-REDEVELOPMENT	\$ 19,431.62	
		15-00259	GOVCONNECTION, INC.	PRINTER COLOR CARTRI-B. FORBES	\$ 108.54	
		15-00318	GATEWAY WAREHOUSE INC	STORAGE FEES GLASS PANELS	\$ 250.00	
	CD MLUL ZONING BD OF ADJ	15-00428	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 280.00	
		15-00487	NEW JERSEY PLANNING OFFICIALS	ZBA Mandatory Training	\$ 226.00	
		ES PUBLIC PROPERTY	15-00083	UNITED RENTALS	GENIE LIFT 12/4/14-1/1/15	\$ 583.75
	15-00087		NESTLE WATERS INC	WATER COOLER RENTALS	\$ 230.91	
	15-00101		PENNETTA INDUSTRIAL AUTOMATION	BOILER REPAIR CITY HALL	\$ 517.50	
	15-00119		MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIR 2ND ST F.D.	\$ 2,054.26	
	15-00127		JOHN A. EARL CO.	PAPER TOWELS CITY HALL	\$ 1,144.50	
	15-00244		METRO FIRE & COMMUNICATIONS	SERVICE CALL CENTRAL GARAGE	\$ 378.00	
	15-00270		COOPER PEST SOLUTIONS, INC.	PEST CONTROL FIRE HEADQUARTERS	\$ 412.50	
	15-00271		NESTLE WATERS INC	WATER COOLER RENTALS	\$ 494.11	
	15-00276		MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIR POLICE DEPT.	\$ 4,457.81	
	15-00293		MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIR POLICE DEPT.	\$ 186.34	
	15-00521		LOMBARDY DOOR SALES	DOOR SANITATION	\$ 227.00	
	15-00595		LOWE'S COMPANIES, INC	CABINET FOR CITY CLERK'S OFF.	\$ 198.24	
	ES ROADS		15-00104	TILCON NEW YORK	COLD PATCH CITY STREETS	\$ 1,350.16
		15-00122	ONE CALL CONCEPTS, INC.	MARK OUTS CITY STREETS 12/14	\$ 115.90	
		15-00405	C.T.M. BULK HANDLERS	SALT BRINING CITY STREETS	\$ 2,928.00	
	ES SOLID WASTE	14-04321	JOHN A. EARL CO.	PAPER/PLASTIC SUPPLIES CITY H.	\$ 1,853.70	
		15-00086	RELIABLE WOOD PRODUCTS	LEAF RECYCLING 12/5/14	\$ 320.00	
		15-00151	CITY PAINT AND HARDWARE	MAINTENANCE SANITATION 12/14	\$ 1,927.08	
		15-00154	RELIABLE WOOD PRODUCTS	LEAF RECYCLING 12/18/14	\$ 480.00	
		15-00503	FCA LIGHTING	SUPPLIES P.D.	\$ 329.35	
		15-00513	CALI CARTING, INC.	SOLID WASTE/RECYCLING 2/15	\$ 146,666.66	
		15-00514	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHGS. 1/15	\$ 207,285.24	

**CITY OF HOBOKEN  
CLAIMS LISTING  
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	FLEET MANAGEMENT	14-04478	HARLEY DAVIDSON OF LONG BRANCH	REPAIRS FOR MC 5 & MC3	\$ 1,598.10
		15-00107	Z'S IRON WORKS	REPAIR LEGS FOR MESSAGE BOARD	\$ 1,650.00
		15-00112	AUTOPART INTERNATIONAL	BRAKES FOR UNIT 138	\$ 69.14
		15-00118	ROBBINS & FRANKE, INC.	ALMINGMENT	\$ 60.00
	HS BD OF HEALTH	15-00166	ROBBINS & FRANKE, INC.	WHEEL ALINGMENT RC110	\$ 60.00
		15-00139	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SERVICES 12-14	\$ 5,916.67
		15-00361	HUDSON REGIONAL HEALTH COMM.	EBL INSPECTIONS	\$ 600.00
		15-00366	FRANK SASSO	REIMBURSEMENT	\$ 40.00
		15-00504	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. JAN-2015	\$ 5,976.67
	HS PARKS	14-01613	ALL COUNTY LANDSCAPING SVS	LANDSCAPE MAINTENANCE	\$ 1,725.00
		14-04055	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 617.66
		14-04350	A'S & D'S HOME ENHANCEMENT LLC	REPAIR CEILING SINATRA CAFE	\$ 14,950.00
		15-00294	ARCMATE MANUFACTURING	EZ REACHERS	\$ 330.11
		15-00297	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 600.00
		15-00357	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		15-00524	MICHAEL MANZO ELECTRICAL CO.	REPLACEMENT OF LIGHTS	\$ 1,000.00
	HS RECREATION	15-00296	VINCENT JOHNSON	REIMBURSEMENT	\$ 1,301.26
	HS RENT LEVELING/STABILIZATION	15-00066	STAR LEDGER	2015 RENT LEVELING LEGAL ADS	\$ 70.76
	HS SENIOR CITIZEN PROGRAM	15-00211	INSERRA SUPERMARKETS	REFRESHMENTS FOR SENIOR EVENTS	\$ 384.96
		15-00232	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 1,153.37
		15-00238	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 101.72
		15-00367	ALL STAR PRODUCTION	DEPOSIT - SENIOR TRIPS	\$ 300.00
	PS FIRE	14-03546	NICKERSON CORPORATION	FURNISH/INSTALL LOCKERS	\$ 15,205.61
		14-04299	SAMUELS INC	BATTERY CHARGER LOST IN SANDY	\$ 693.30
		15-00223	ESI EQUIPMENT	SERVICE AGREEMENT/HOLMATRO	\$ 1,173.00
		15-00225	CITY PAINT AND HARDWARE	FIREHOUSE SUPPLIES FOR REPAIRS	\$ 120.85
		15-00254	SHORE SOFTWARE	ONLINE BACKUP	\$ 97.81
		15-00291	DYNAMIC TESTING SERVICE	5 PANEL DRUG W/HAIR COLL	\$ 75.00
		15-00305	AIR & GAS TECHNOLOGIES, INC.	SCBA REPAIRS	\$ 1,003.10
		15-00306	KLINGER TIRE & SERVICE CO.	T2 FLAT	\$ 210.00
	PS POLICE	14-03649	MOTOROLA SOLUTIONS INC.	1500 BATTERIES 09/14	\$ 1,296.00
		14-04324	DEPTCOR	CORRECTIONAL MATTRESS 12/14	\$ 140.00
		15-00130	GRANT MANAGEMENT USA	GRANT WRITING COURSE 1/15	\$ 355.00
		15-00131	CITY PAINT AND HARDWARE	DECEMBER 2014 BILL	\$ 447.24
		15-00215	ENTERPRISE CONSULTANTS LLC	DECEMBER 2014 BILL	\$ 415.50
	UNCLASSIFIED	15-00655	NORTH HUDSON REGIONAL COUNCIL	CY2015 SR NUTR PRGM CONTRIB	\$ 18,425.00
UNCLASSIFIED	15-00782	NORTH HUDSON REGIONAL COUNCIL	MEALS ON WHEELS-CY2014 ADD.CHG	\$ 17,008.00	
UNCLASSIFIED ELECTRICITY	15-00706	PSE&G COMPANY	RIVER ST & 2ND TRAFFIC LIGHT	\$ 17.61	
	15-00708	PSE&G COMPANY	ELEC UTIL - BATTING CAGE	\$ 164.75	
	15-00709	PSE&G COMPANY	ELECTRIC UTILITY - JAN 2015	\$ 40,787.96	
	15-00711	SOUTH JERSEY ENERGY	ELECTRIC UTILITY - JAN & FEB '15	\$ 4,886.17	

**CITY OF HOBOKEN  
CLAIMS LISTING  
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	UNCLASSIFIED GASOLINE	15-00670	EXXONMOBIL FLEET GECC	GASOLINE FOR 2/15	\$ 24,678.81
	UNCLASSIFIED INSURANCE	14-02995	FAIRVIEW INSURANCE ASSOC.	HEALTH INSURANCE BROKER	\$ 16,750.00
		14-04061	VISION SERVICE PLAN, INC.	VISION INSURANCE	\$ 10,442.91
		15-00353	PETER J FALCO	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		15-00354	ELIZABETH A. FALCO	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		15-00355	JOSEPHINE FITZGIBBONS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00356	JUDE M. FITZGIBBONS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00362	DANIEL GILYARD	MEDICARE PART B REIMBURSEMENT	\$ 1,258.00
		15-00368	MARIE CASSESA	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		15-00369	GAIL B. DELAPENA	MEDICARE PART B REIMBURSEMENT	\$ 314.70
		15-00370	ESTATE OF HELEN V FALCO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00371	FRED FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 629.40
		15-00372	WILLIAM B GOHDE JR.	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00373	ROSEANN GOHDE	MEDICARE PART B REIMBURSEMENT	\$ 1,322.10
		15-00374	ROBERT GOHDE	MEDICARE PART B REIMBURSEMENT	\$ 1,322.10
		15-00431	VINCENT ANDREULA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00432	ROSEANNE C. ANICICH	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00435	TOMMY BURGOS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00436	CARMEN BURGOS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00440	GENEVIEVE C. BYRNES	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00441	ELIZABETH L. CURCIO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00444	EMMA CATALANO	MEDICARE PART B REIMBURSEMENT	\$ 1,090.80
		15-00445	DAVID J CASTLE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00446	JOSEPHINE A CASTLE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00447	PHYLLIS CAPELLI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00448	ROBERT F CAPELLI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00450	ROBERT E. CASTELLANO	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		15-00451	MARIA M CORCORAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00452	JOY D. CHRISTIANS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00453	JOHN CASSESA	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		15-00456	ELAINE DE PINTO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00458	LINDA M DARAGO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00464	ANGELO A. MIGLIACCIO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00466	EUGENE DRAYTON	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00467	PAUL J DIMARTINO	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		15-00468	SALVATORE DORSO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00471	RAY M. FALCO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00472	CAROL M. EDGAR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-00480	GERTRUDE GREENE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.00
		15-00481	JAMES J. BEHRENS	MEDICARE PART B REIMBURSEMENT	\$ 209.80
	15-00541	DOLORES E. KOSBAB	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80	

CITY OF HOBOKEN  
CLAIMS LISTING  
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	UNCLASSIFIED INSURANCE	15-00542	CHARLES KOSBAB	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
	UNCLASSIFIED STREET LIGHTING	15-00710	PSE&G COMPANY	STREET LIGHTING - JAN 2015	\$ 85,047.13
	UNCLASSIFIED TELEPHONE	15-00671	CABLEVISION LIGHTPATH, INC.	INTERNET SVS 1/15	\$ 4,090.86
		15-00672	VERIZON	TELEPHONE SERVICES 1/15	\$ 12,637.11
		15-00673	VERIZON WIRELESS	CELL SERVICES 1/7-2/6/15	\$ 92.91
		15-00674	CABLEVISION SYSTEMS CORP.	MODEM/PHONE SERVICES	\$ 1,185.34
		15-00613	NORTH HUDSON SEWERAGE AUTH.	SEWER - 1ST QUARTER 2015	\$ 2,832.04
	UNCLASSIFIED WATER & SEWERAGE	15-00076	SHARP ELECTRONICS CORPORATION	2015 LEASE OF COPIERS	\$ 4,918.68
	UNCLASSIFIED/COPIERS	15-00662	MATTHEW VELEZ	COSTS PER AGREEMENT	\$ 750.00
	UNCLASSIFIED-JUDGMENTS	15-00667	C ELSTON and ASSOCIATES LLC	COSTS PER VELEZ AGREEMENT	\$ 2,000.00
	UNCLASSIFIED-PENSION	15-00221	PUBLIC EMPLOYEES' RETIREMENT	PENSION ENROLLMENT BILLING	\$ 17,294.38
<b>IOPERATING Total</b>					<b>\$ 1,161,548.73</b>
IPARK CAPITAL	ADM PARKING UTILITY	14-01298	AMANO McGANN, INC.	MULTI-METER MODEMS	\$ 10,960.00
		14-03795	AMANO McGANN, INC.	MULTI-TECH MODEMS	\$ 10,960.00
<b>IPARK CAPITAL Total</b>					<b>\$ 21,920.00</b>
IPARK UTILITY	ADM FINANCE SUPERVISORS OFF	15-00228	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 465.07
		14-02395	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING SERVICES - HPU	\$ 908.45
	14-03101	FASTENAL	HPU/GARAGES MISC. SUPPLIES	\$ 1,497.72	
	14-03581	TURNOUT FIRE & SAFETY, INC.	HPU UNIFORM PURCHASE	\$ 508.92	
	14-04180	METROPOLITAN COFFEE SERVICE	COFFEE & SUPPLIES	\$ 253.85	
	14-04509	PRO-VISION VIDEO SYSTEMS	HOP CAMERAS/BODY CAM	\$ 11,101.25	
	15-00001	BRYAN REYNOLDS	TOWING REFUND	\$ 189.20	
	15-00033	NOBEL COMPUTER SYSTEMS, INC.	IMPOUNDS/HOSTING - 12/14	\$ 2,212.00	
	15-00048	GALAXY FENCE	GARAGE G FENCE	\$ 3,381.00	
	15-00051	RICHIE D DRAIN CLEANING LLC	DRAIN SERVICES - GARAGE B	\$ 160.00	
	15-00057	G & F ENTERPRISE	UNIFORM PURCHASE	\$ 1,484.00	
	15-00061	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 884.64	
	15-00176	LAURA LOFFIO	GARAGE B MONTHLY REFUND	\$ 75.00	
	15-00198	ADVANCED DOOR SALES, INC.	EMERGENCY GARAGE DOOR REPAIRS	\$ 412.50	
	15-00199	COOPER PEST SOLUTIONS, INC.	PEST CONTROL - GARAGES	\$ 93.15	
	15-00320	PROPARK AMERICA NEW YORK	GARAGE MANAGEMENT FEE - 1/15	\$ 44,493.83	
	15-00321	PROPARK AMERICA NEW YORK	DEC. 2014 REIMBURSE. EXPENSES	\$ 17,571.27	
	15-00324	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL	\$ 90.00	
	15-00326	ADVANCED DOOR SALES, INC.	REPAIRS - 916 GARDEN STREET	\$ 435.00	
	15-00327	921 PRAXAIR DIST MID-ATLANTIC	CYLINDER RENT - 916 GARDEN ST.	\$ 34.65	
	15-00334	GAIL CASSIDY	COMMUNICATION WORKSHOP	\$ 4,725.00	
	15-00335	CLEAN MAT SERVICES LLC	FLOOR MAT SERVICE	\$ 296.69	
	15-00336	WONDER FIRE PROTECTION, INC.	FIRE ALARM MAINTENANCE-MIDTOWN	\$ 338.85	
	15-00338	GARDEN STATE HIGHWAY PROD.	PREMIUM ICE-MELT	\$ 1,800.75	
	15-00339	ACADEMY EXPRESS LLC	BUS WASHING SERVICES	\$ 180.00	
	15-00340	TRIANGLE HAND CAR WASH	HPU VEHICLE WASHES	\$ 102.00	

CITY OF HOBOKEN  
CLAIMS LISTING  
MARCH 4, 2015

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IPARK UTILITY	ADM PARKING UTILITY	15-00343	METROPOLITAN COFFEE SERVICE	WATER/COFFEE SUPPLIES	\$ 64.90
		15-00387	CLIFFSIDE BODY CORP.	HPU VEHICLE REPAIRS	\$ 130.00
		15-00389	RYAN SHARP	REIMBURSEMENT	\$ 318.00
		15-00571	NETWORKFLEET, INC.	GPS SERVICES - FEB. 2015	\$ 542.90
		15-00573	NORTH HUDSON SEWERAGE AUTH.	GARAGE SEWER SERVICES	\$ 730.62
		15-00574	PURCHASE POWER	POSTAGE BY PHONE - JAN. 2015	\$ 215.00
		15-00579	HOBOKEN WATER SERVICE	GARAGE WATER UTILITIES	\$ 214.85
		15-00580	PSE&G COMPANY	GARAGE UTILITIES - JAN. 2015	\$ 26,338.00
<b>IPARK UTILITY Total</b>					<b>\$ 122,249.06</b>
ITRUST	ADM FINANCE SUPERVISORS OFF	15-00117	HOBOKEN PBA LOCAL 2 #12	QUARTER END 12/31/14 OEP DUES	\$ 24,884.00
	ADM MUNICIPAL COURT/POAA TRUST	14-04088	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,652.64
	ADM TAX COLLECTOR	15-00079	CLEMENTE ENTERPRISES, LLC	REDEMPTION	\$ 4,639.97
		15-00082	DIANNE CLEMENTE	REDEMPTION	\$ 3,930.75
	HS CULTURAL AFFAIRS	15-00408	DIANNE CLEMENTE	REDEMPTION	\$ 17,827.77
		15-00475	ISAAC MORADI	REDEMPTION	\$ 3,135.16
		14-04136	THIS IS IT	FALL FESTIVAL BANNERS	\$ 803.35
		14-04473	JIM MOHLER	EVENT ASSISTANCE	\$ 370.00
		15-00138	RON ALBANESE	PERFORMANCE FALL FEST.	\$ 750.00
		15-00299	ROYAL THRONE PORTABLE TOILETS	PORTABLE TOILET RENTAL	\$ 90.00
	HS PARKS	15-00300	FALLO, GERALDINE	REIMBURSEMENT	\$ 39.36
		15-00301	TOM VINCENT	PERFORMANCE FALL FESTIVAL	\$ 300.00
		15-00303	FALLO, GERALDINE	REIMBURSEMENT	\$ 207.16
		<b>ITRUST Total</b>			
ITRUST REC FEES	HS RECREATION	15-00360	RAUL PEREZ	REIMBURSEMENT	\$ 25.00
<b>ITRUST REC FEES Total</b>					<b>\$ 25.00</b>
<b>Grand Total</b>					<b>\$ 1,647,817.33</b>

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:

<u>29-Jan-15</u>	<b>TO</b>	<u>11-Feb-15</u>	<u>Paydate</u>	<u>2/18/2015</u>	
<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	5-01-20-105	8,862.66	0.00	0.00	8,862.66
MAYOR'S OFFICE	5-01-20-110	9,559.58	0.00	0.00	9,559.58
Vacation		0.00	0.00	4,092.20	4,092.20
CITY COUNCIL	5-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	5-01-20-112	18,056.10	0.00	0.00	18,056.10
ABC BOARD	5-01-20-113	0.00	0.00	0.00	0.00
PURCHASING	5-01-20-114	6,963.11	0.00	0.00	6,963.11
GRANTS MANAGEMENT	5-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	5-01-20-120	20,012.65	362.16	0.00	20,374.81
ELECTIONS	5-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	5-01-20-130	22,213.50	81.74	0.00	22,295.24
Stipend		0.00	0.00	(346.15)	(346.15)
ACCOUNTS/CONTROL	5-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	5-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	5-01-20-145	10,353.07	0.00	0.00	10,353.07
ASSESSOR'S OFFICE	5-01-20-150	13,327.72	0.00	0.00	13,327.72
CORPORATE COUNSEL	5-01-20-155	10,050.19	0.00	0.00	10,050.19
COMMUNITY DEVELOPMENT	5-01-20-160	7,505.75	0.00	0.00	7,505.75
PLANNING BOARD	5-01-21-180	2,139.27	0.00	0.00	2,139.27
ZONING OFFICER	5-01-21-186	7,829.18	0.00	0.00	7,829.18
HOUSING INSPECTION	5-01-21-187	6,937.39	0.00	0.00	6,937.39
CONSTRUCTION CODE	5-01-22-195	25,851.02	0.00	0.00	25,851.02
POLICE DIVISION	5-01-25-241-011	495,631.37	12,304.89	0.00	507,936.26
Court Time		0.00	0.00	180.00	180.00
POLICE CIVILIAN	5-01-25-241-016	35104.52	1,588.32	0.00	36,692.84
POLICE DIVISION CLASS CLASS II	5-01-25-241-015	14,140.10	0.00	0.00	14,140.10
Worker's Comp		0.00	0.00	4,019.23	4,019.23
CROSSING GUARDS	5-01-25-241-012	18,368.15	0.00	0.00	18,368.15
Worker's Comp		0.00	0.00	455.00	455.00
EMERGENCY MANAGEMENT	5-01-25-252	17,082.02	1,217.52	0.00	18,299.54



<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
<b>FIRE DIVISION</b>	<b>5-01-25-266</b>	457,796.88	8,667.07	0.00	466,463.95
Vacation		0.00	0.00	73,066.89	73,066.89
Contractual		0.00	0.00	18,498.64	18,498.64
Stipend		0.00	0.00	4,000.00	4,000.00
Medical Waiver		0.00	0.00	3,000.00	3,000.00
<b>FIRE CIVILIAN</b>	<b>5-01-25-266-016</b>	20,747.49	158.28	0.00	20,905.77
Fire Civilian - Worker's Comp		0.00	0.00	1,181.00	1,181.00
<b>STREETS AND ROADS</b>	<b>5-01-26-291-011</b>	17,366.14	880.59	0.00	18,246.73
Snow Removal	<b>5-01-26-291-015</b>	0.00	8,138.36	0.00	8,138.36
<b>ENV SRVCS DIR OFFICE</b>	<b>5-01-26-290</b>	4,662.30	0.00	0.00	4,662.30
<b>RECREATION SEASONAL EMP</b>	<b>5-0128370016</b>	5,092.20	0.00	647.20	5,739.40
<b>CENTRAL GARAGE</b>	<b>5-01-26-301</b>	12,246.61	2,721.30	0.00	14,967.91
<b>SANITATION</b>	<b>5-01-26-305</b>	21,338.08	1,700.65	0.00	23,038.73
Retro		0.00	0.00	9,701.46	9,701.46
<b>LICENSING DIVISION</b>	<b>5-31-55-501-101</b>	1,582.84	0.00	0.00	1,582.84
<b>HUMAN SRVCS DIR OFFICE</b>	<b>5-01-27-330</b>	7,829.88	0.00	0.00	7,829.88
<b>BOARD OF HEALTH</b>	<b>5-01-27-332</b>	24,063.07	244.44	0.00	24,307.51
<b>CONSTITUENT SRCS</b>	<b>5-01-27-333</b>	0.00	0.00	0.00	0.00
<b>SENIOR CITIZENS</b>	<b>5-01-27-336</b>	14,945.53	0.00	0.00	14,945.53
<b>RENT STABILIZATION</b>	<b>5-01-27-347</b>	8,898.15	0.00	0.00	8,898.15
<b>TRANSPORTATION</b>	<b>5-01-27-348</b>	0.00	0.00	0.00	0.00
<b>RECREATION</b>	<b>5-01-28-370</b>	10,614.84	900.54	0.00	11,515.38
<b>PARKS</b>	<b>5-01-28-375</b>	13,912.64	774.69	0.00	14,687.33
Worker's Comp		0.00	0.00	937.40	937.40
<b>PUBLIC PROPERTY</b>	<b>5-01-28-377</b>	31,691.50	2,444.81	0.00	34,136.31
<b>O &amp; M TRUST</b>	<b>T-24-20-700-020</b>	4,040.92	0.00	0.00	4,040.92
<b>MUNICIPAL COURT</b>	<b>5-01-43-490</b>	37,597.60	0.00	0.00	37,597.60
<b>PARKING UTILITY</b>	<b>5-31-55-501-101</b>	148,432.22	15,087.86	0.00	163,520.08
Reimburse Road Inspection OT	<b>5-31-55-501-104</b>	0.00	0.00	0.00	0.00
Worker's Comp		0.00	0.00	1,159.47	1,159.47
<b>MUN COURT OVERTIME</b>	<b>T-0340000-037</b>	0.00	2,685.35	0.00	2,685.35
<b>TRUST - RECREATION ADULT PROG</b>	<b>T-03-40-000-108</b>	0.00	0.00	0.00	0.00
<b>STRAIGHT TIME PD TO REC EMPLOYEES</b>		0.00	0.00	0.00	0.00
<b>FIRE EDUCATION</b>	<b>T-13-10-000-000</b>	0.00	0.00	0.00	0.00
<b>HOBOKEN ATHL LEAGUE</b>	<b>G-02-41-200-PAL</b>	0.00	0.00	0.00	0.00
<b>STRAIGHT TIME PD TO SR CIT EMPLOYEE</b>		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>
<b>OTHER:</b>					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	390.00	0.00	0.00	390.00
Energy Strong Fund	T-03-04-000-049	0.00	0.00	27,832.00	27,832.00
CULTURAL AFFAIRS	5-01-271-760-11	3,365.50	0.00	0.00	3,365.50
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	45,430.50	45,430.50
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Clothing Allowance	5-01-25-241-018	0.00	0.00	700.00	700.00
Sick Incentive	5-01-25-241-019	0.00	0.00	3,000.00	3,000.00
Terminal Leave	5-01-36-479-000	0.00	0.00	67,648.00	67,648.00
Group Life Insurance		0.00	0.00	8,753.20	8,753.20
HLTH INS EMP WAIV COMP	5-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	5-31-55-501-103	0.00	0.00	(8.00)	(8.00)
		=====	=====	=====	=====
<b>GRAND TOTAL</b>		1,605,047.19	59,958.57	273,948.04	1,938,953.80
					1,938,953.80

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN, NEW JERSEY**

**RESOLUTION NO. \_\_\_\_**

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**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HOBOKEN, COUNTY OF HUDSON, NEW JERSEY,  
AUTHORIZING THE CITY'S PARTICIPATION IN THE  
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE  
TRUST FINANCING PROGRAM AND AUTHORIZING AND  
APPROVING CERTAIN ACTIONS IN CONNECTION  
THEREWITH**

---

**BACKGROUND**

**WHEREAS**, the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey ("City") have determined to undertake a capital improvement program consisting of the acquisition of certain real property in and for the City, designated on the Official Tax Map of the City as Block 103 Lot 7, Block 107 Lot 1 and Block 113 Lot 1, and the construction of a detention facility for stormwater management and flood control, all as more particularly described in the information on file in the office of the Business Administrator and available for inspection during normal business hours (collectively, the "Project"); and

**WHEREAS**, the City desires to seek low cost financing from the New Jersey Environmental Infrastructure Trust ("NJEIT") for the Project ("Project Financing"); and

**WHEREAS**, the City desires to authorize its Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, Consulting Engineer, Corporate Counsel, Auditor and Bond Counsel to prepare and submit an application and other documentation to the NJEIT and the New Jersey Department of Environmental Protection ("DEP") with respect to said Project Financing.

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

**Section 1.** The preparation and submission of application to the NJEIT for the Project Financing is hereby authorized, approved, ratified and confirmed and the City's Bond Counsel, Consulting Engineer, Corporate Counsel and Auditor, along with other representatives of the City, are hereby authorized to prepare and submit such application and any other documents, agreement or other materials necessary and required to complete the Project Financing through the NJEIT and DEP and to represent the City in matters pertaining thereto.

**Section 2.** 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 Project Financing.

**Section 3.** The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, Consulting Engineer and Bond Counsel are each hereby severally authorized to work with NJEIT and DEP representatives in connection with the Project and the Project Financing.

**Section 4.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 5.** This Resolution shall take effect immediately upon adoption this \_\_ day of March, 2015.

**Meeting date: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo  
Corporation Counsel

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

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN, NEW JERSEY**

**RESOLUTION NO. \_\_\_\_**

---

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HOBOKEN, COUNTY OF HUDSON, NEW JERSEY,  
AUTHORIZING THE CITY'S PARTICIPATION IN THE  
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE  
TRUST FINANCING PROGRAM AND AUTHORIZING AND  
APPROVING CERTAIN ACTIONS IN CONNECTION  
THEREWITH**

---

**BACKGROUND**

**WHEREAS**, the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey ("City") have determined to undertake a capital improvement program consisting of the construction of Southwest Resiliency Park (Block 12), all as more particularly described in the information on file in the office of the Business Administrator and available for inspection during normal business hours (collectively, the "Project"); and

**WHEREAS**, the City desires to seek low cost financing from the New Jersey Environmental Infrastructure Trust ("NJEIT") for the Project ("Project Financing"); and

**WHEREAS**, the City desires to authorize its Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, Consulting Engineer, Corporate Counsel, Auditor and Bond Counsel to prepare and submit an application and other documentation to the NJEIT and the New Jersey Department of Environmental Protection ("DEP") with respect to said Project Financing.

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

**Section 1.** The preparation and submission of application to the NJEIT for the Project Financing is hereby authorized, approved, ratified and confirmed and the City's Bond Counsel, Consulting Engineer, Corporate Counsel and Auditor, along with other representatives of the City, are hereby authorized to prepare and submit such application and any other documents, agreement or other materials necessary and required to complete the Project Financing through the NJEIT and DEP and to represent the City in matters pertaining thereto.

**Section 2.** 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 Project Financing.

**Section 3.** The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, Consulting Engineer and Bond Counsel are each hereby severally authorized to work with NJEIT and DEP representatives in connection with the Project and the Project Financing.

**Section 4.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 5.** This Resolution shall take effect immediately upon adoption this 4th day of March, 2015.

**Meeting date: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa L. Longo  
 Corporation Counsel

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

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN, NEW JERSEY**

**RESOLUTION NO. \_\_\_\_**

---

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING THE CITY'S PARTICIPATION IN THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH**

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**BACKGROUND**

**WHEREAS**, the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey ("City") have determined to undertake a capital improvement program consisting of the rehabilitation and/or replacement of various water mains along Washington Street, and other drainage improvements, all as more particularly described in the information on file in the office of the Business Administrator and available for inspection during normal business hours (collectively, the "Project"); and

**WHEREAS**, the City desires to seek low cost financing from the New Jersey Environmental Infrastructure Trust ("NJEIT") for the Project ("Project Financing"); and

**WHEREAS**, the City desires to authorize its Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, Consulting Engineer, Corporate Counsel, Auditor and Bond Counsel to prepare and submit an application and other documentation to the NJEIT and the New Jersey Department of Environmental Protection ("DEP") with respect to said Project Financing.

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

**Section 1.** The preparation and submission of application to the NJEIT for the Project Financing is hereby authorized, approved, ratified and confirmed and the City's Bond Counsel, Consulting Engineer, Corporate Counsel and Auditor, along with other representatives of the City, are hereby authorized to prepare and submit such application and any other documents, agreement or other materials necessary and required to complete the Project Financing through the NJEIT and DEP and to represent the City in matters pertaining thereto.

**Section 2.** 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 Project Financing.

**Section 3.** The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, Consulting Engineer and Bond Counsel are each hereby severally authorized to work with NJEIT and DEP representatives in connection with the Project and the Project Financing.

**Section 4.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 5.** This Resolution shall take effect immediately upon adoption this 4th day of March, 2015.

**Meeting date: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa L. Longo  
 Corporation Counsel

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

**Sponsored By: Occhipinti**  
**Seconded By: Bhalla**

**RESOLUTION NO.:\_\_\_\_\_**

**RESOLUTION AMENDING THE RULES OF PROCEDURE FOR  
THE CITY COUNCIL OF THE CITY OF HOBOKEN**

**WHEREAS**, the City Council of the City of Hoboken is granted the exclusive authority to adopt rules of procedure for its own internal governance, pursuant to the Faulkner Act, N.J.S.A. 40:69A-36(f); and,

**WHEREAS**, the City Council last adopted rules of procedure on February of 2014; and

**WHEREAS**, one of the important functions of City Council meetings is the opportunity for the Administration, through its Directors and designees, to provide updates to Council Members and the public regarding matters of public concern; and

**WHEREAS**, another important function of City Council meetings is the opportunity for Council Members to either bring issues of public concern to the attention of the Administration and request action where appropriate, or inquire as to the status of outstanding matters previously discussed between Council Members and the Administration; and

**WHEREAS**, the foregoing public discussions between Council Members and the Administration traditionally occur during the New Business portion of the council agenda, which often occurs late in the evening hours of a meeting or into the early morning hours of the day following the date of a scheduled meeting; and

**WHEREAS**, this circumstance impedes the ability for these critical public discussions to occur, as it is not fair or practicable to require Directors to remain at meetings long after any itemized business matters pertaining to their department has already been discussed, solely in order to either provide updates or address inquiries from Council Members; and

**WHEREAS**, this circumstance also deprives Council Members of the ability to raise matters of public concern and make appropriate inquiries with Directors over the course of a meeting; and

**WHEREAS**, this amendment preserves and advances the interests identified above by allowing Directors to provide updates to the Council and public at a reasonable hour in the meeting, relieve Directors of needing to remain at meetings for an unreasonably and unnecessarily long period of time, and preserve the ability of Council Members to raise issues of public concern with Directors during the course of a meeting.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN**, that the following rules of procedure are hereby adopted for the government of this City Council and the prior rules of procedure repealed (additions noted in double underline, ~~deletions noted in strikethrough~~).

#### RULE I

Regular Meetings: The Council shall hold regular meetings in accordance with an annual schedule to be adopted at the Council's re-organizational meeting. Generally, meetings shall be held on the first and third Wednesdays of each month at 7:00 P.M., subject to summer schedules, holidays, and conflicting City events. Council meetings shall ordinarily be held in the Council Chambers at Hoboken City Hall, except that the Council President or a majority of Council members may, in writing, call a meeting to be held in any other suitable public place within the City of Hoboken that is accessible to the public and in accordance with state statutes. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of all regular meetings. Robert's Rules of Order shall be followed at regular meetings to the extent that they do not conflict with these Rules of Procedure. The Council may also establish that it will hold regular caucus or workshop sessions, provided, however, that any such sessions comply with the Open Public Meetings Act. All regular meetings shall end no later than 12:00 A.M., except for situations when there is emergent City business that must be addressed and a majority of the Council ~~members~~ present ~~has~~ voted in the affirmative to continue the meeting after 12:00 A.M.

#### RULE II

Special and Emergency Meetings: The Mayor may call a special or emergency meeting of the Council by notice to the Council President and the Clerk. In the notice the Mayor shall designate the purpose of the special or emergency meeting, and no other business may be considered. A special or emergency meeting may be held in any suitable place within the City of Hoboken that is accessible to the public. A special or emergency meeting may also be called by the written request of a majority of Council members to the Council President, the Clerk and the Mayor. The written request shall designate the

purpose of the special or emergency meeting, and no other business shall be considered. Whenever an emergency meeting is called, the Clerk shall immediately notify, by the most expedient means possible, all Council members, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors of the date, time, location, and agenda of the meeting to the extent known. Only those matters permitted by law may be considered at an emergency meeting. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of special and emergency meetings. Robert's Rules of Order shall be followed at special and emergency meetings to the extent that they do not conflict with these Rules of Procedure. All special and emergency meetings shall end no later than 12:00 A.M., except for situations when there is emergent City business that must be addressed and a majority of the Council ~~members~~ present ~~has~~ votes in the affirmative to continue the meeting after 12:00 A.M.

### RULE III

Agenda: The City Clerk shall prepare a typewritten meeting agenda, according to the order of business set forth in these Rules of Procedure. The City Clerk shall provide a copy of the agenda to the Council President for his or her review and approval on the Wednesday preceding each regular Wednesday Council meeting. All reports, communications, resolutions, ordinances, contract documents, or other matters to be submitted to the Council, whether by Council members or the Administration, shall be delivered to the City Clerk by 4:00 P.M. on the Thursday preceding each regular Wednesday Council meeting (the "Submission Deadline."), so long as the same relates to matters already included in the agenda previously submitted to the Council President. The City Clerk shall immediately date and time-stamp each original submission. The City Clerk shall provide a copy of the Council package to the Council President for his or her review and approval on the Thursday preceding each regular Wednesday Council meeting. The City Clerk shall then provide the agenda and Council package to each member of the Council, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors as far in advance of the meeting as time for preparation will permit. Normally, delivery of the agenda and Council package shall be effectuated by forwarding via electronic mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting.

Any Council Member who wishes to obtain a hard copy of the Council package shall advise the Clerk in writing, and, in such circumstances, delivery of the Council package shall be effectuated by forwarding the documents via regular mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting. When necessary in exceptional circumstances, the Clerk may effectuate delivery of the agenda via hand delivery. Regular meetings held on a day other than Wednesday shall also follow the time frames set forth in this rule to the extent possible.

Urgent Matters:

After the Submission Deadline, no matters shall be presented to the Council except those of an urgent nature. A matter shall be considered urgent in nature if the Council's failure to consider the matter at the next regularly scheduled meeting of the Council would have an adverse consequence upon the City, or any agency or employee thereof.

If urgent matters are submitted after the Submission Deadline by the Administration, facts must be presented in writing establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as urgent in writing by the Mayor before presentation to the Council. If urgent matters are submitted by Council members after the Submission Deadline, facts must be presented in writing by the Council member establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as urgent either by the President or by a vote of the majority of the council present at the meeting.

Public Access to Documents:

Copies of the agenda and all supporting documents shall be promptly placed on the City's website, [www.hobokennj.gov](http://www.hobokennj.gov), in compliance with the Chapter 25 of the Code of the City of Hoboken, "Electronic Accessibility of Public Information," and shall be made available to the public through the Clerk's office as soon as practicable. Agendas for special and emergency meetings shall be prepared and distributed in compliance with this Rule to the extent practicable under the circumstances.

The provisions of the Open Public Meetings Act shall govern the conduct, agenda, and procedures for all meetings. As described above, the Council may consider and act upon urgent matters at a regular meeting even if the matter was not listed on the

agenda. All ordinances and resolutions, however, must be introduced in written or typewritten form, and copies provided to each member of the City Council, the City Clerk as soon as practicable, and reviewed by the Corporation Counsel. The Mayor, Council President or a majority of the Council present at the meeting must have determined that the matter is of an urgent nature in accordance with this Rule before the City Council may take any action on any such ordinance or resolution. The City Clerk shall assist in providing sufficient written copies during any meeting as necessary to comply with this Rule.

#### RULE IV

The Presiding Officer - Election and Duties: The presiding officer of the Council shall be the President, who shall be elected at the re-organizational meeting and shall hold office for a period of one (1) year. At the re-organizational meeting the Vice President of the Council shall also be elected and shall hold office for a period of one (1) year. In the President's absence, the Vice President of the Council shall preside over the Council. In the absence of both the President and Vice President, a presiding officer shall be elected by a majority of the Council members present.

The President shall assume the chair of the presiding officer immediately after his or her election, and shall thereafter determine the seating arrangements for the remainder of the Council. The presiding officer shall preserve strict order and decorum at all meetings of the Council. The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. The President may vote on all questions, and his or her name will be called last.

#### RULE V

Minutes: Minutes of all meetings of the City Council, including closed sessions, shall be taken by the City Clerk in the format and manner required by law. These minutes shall promptly be presented to the Council in resolution form and approved by a majority vote of the City Council. Written communications from the Mayor or any member of the

Council, upon request, shall be placed in the minutes without the necessity for a vote, however, no other written communications shall be placed in the minutes unless approved by motion.

#### RULE VI

Call to Order: The President shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the President, the Vice President shall call the Council to order. Upon the arrival of the President, the Vice President shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

#### RULE VII

Roll Call: Before proceeding with the business of the Council, the City Clerk or the Deputy City Clerk shall call the roll of the members, and the names of those present shall be entered on the minutes.

#### RULE VIII

Quorum: A majority of the whole number of members of the Council shall constitute a quorum, but no ordinance shall be adopted by the Council without the affirmative vote of the majority of the full membership of the Council, unless a supermajority is required for adoption of a particular ordinance, in which case the vote shall be that required by law.

#### RULE IX

Order of Business: All meetings of the Council shall be open to the public promptly at the hour set for each meeting, the members of the Council shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposed in the following order:

1. Reading of Open Public Meetings Act notice
2. Flag salute
3. Roll call

4. Ordinances – 2<sup>nd</sup> Reading
5. Public Portion
6. Reports, petitions and communications from the Mayor
7. Miscellaneous Licenses
8. Claims
9. Payroll
10. Director Reports
- 11.~~10.~~ Resolutions
- 12.~~11.~~ Ordinances – 1<sup>st</sup> Reading
- 13.~~12.~~ New business
- 14.~~13.~~ Adjournment

In accordance with the Open Public Meetings Act, the Council by resolution may go into closed executive session at any time during the meeting for the purposes provided by law.

The presiding officer, at his or her discretion, shall retain the authority to deviate from the regular order of business as necessary for the efficient conduct of the meeting, subject to override by majority vote of the Council.

#### RULE X

##### Rules of Debate:

- (a) Rights of Presiding Officer. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed upon all members and shall not be deprived of any of the rights and privileges of a Council member due to his or her status as presiding officer.
- (b) Getting the Floor. Every member desiring to speak shall address the chair, and upon recognition by the presiding officer shall confine statements to the question under debate, avoiding all personal references and indecorous language.

- (c) Interruption. Upon being recognized by the chair, a member shall not be interrupted when speaking except to call a point of order or as otherwise provided herein. A point of order may only be called to bring to the attention of the presiding officer a violation of these Rules. If a member, while speaking, is interrupted by a point of order, the member shall cease speaking until the presiding officer determines the point of order. A point of order shall be decided by the presiding officer upon consultation with the Corporation Counsel where necessary. A point of order is not subject to debate, and may not be reconsidered.
- (d) Privilege of Opening or Closing Debate. The Council member moving the adoption of an ordinance or resolution shall have the privilege of opening the debate at his/her discretion, and the Council President shall have the privilege of closing the debate at his/her discretion.
- (e) Discussion During Vote. Upon any roll call there shall be no discussion or explanation given by any member voting, and the member shall vote aye, nay, present or abstain, unless the member shall first receive special permission from the Council to explain the member's vote or to refrain from casting the member's vote. No motions or amendments may be offered after the Council President has called a vote.
- (f) Limiting Debate Period. The presiding officer shall retain the power to limit the length of debate on any agenda item, including claims and payroll, provided, however, that Council members shall be allowed a minimum of five (5) minutes each to speak on any particular question under debate.

#### RULE XI

Method of Voting: The vote upon every motion, resolution or ordinance shall be taken by roll call and the results of the vote shall be entered upon the minutes. In addition to voting yea or nay, a Council member may abstain or vote "present," which has the effect of an abstention. A Council member may not give statements, raise questions, or provide any other commentary other than casting a vote in accordance with this rule. Where a Council member violates this rule, disrupts the flow of a roll call, or otherwise fails to

cast a vote in accordance with this rule within a reasonable period of time after being called to vote, the Council President shall have the discretion to direct the Clerk continue the roll call to the next Council member.

The roll call shall be taken in alphabetical order of the members present except that the presiding officer shall vote last. Two or more resolutions may be placed on a consent agenda, and approved by a single roll call vote of the Council, provided that no member of the Council nor any member of the public wishes to be heard on any resolution listed on the consent agenda.

## RULE XII

Manner in Which the Public May Address the Council – Speaker’s List: Any member of the public desiring to address the Council shall sign either the list of speakers who wish to speak on a particular agenda item, and/or shall sign the list of speakers wishing to address the Council during the Public Portion period. The two lists referred to in this rule shall be prepared by the City Clerk and placed in a convenient place in the City Council Chambers for the convenience of those individuals desiring to speak. Copies of the agenda will be placed nearby. When called upon from the speakers list or to testify as part of a public hearing and be sworn in unless otherwise informed, a member of the public shall approach the rail and microphone, speak clearly, identify themselves by name; first and last spelling if requested. They shall then state whether they are a Hoboken resident, Hoboken business owner, or other interested party wanting to be heard. In addition, a member of the public may add their name in advance to the list of speakers on either of the two lists referred to in this rule, by contacting the City Clerk’s office the day of or the day before the meeting during business hours, to request to be placed on either or both list(s) of speakers.

## RULE XIII

Manner in Which the Public May Address the Council - Time Limits:

- (a) At the start of the Consent Agenda, a speaker may speak for either (a) a total of five (5) minutes where the speaker wishes to address only 1 item on the Consent Agenda; or (b) a total of 7 minutes where a speaker wishes to address

more than one item on the Consent Agenda. In either instance, the speaker shall specify with the City Clerk on which of the speaker's list they wish to be placed on. Under no circumstances can a speaker spend more than five minutes on a single resolution.

- (b) A speaker may speak for no more than five (5) minutes on any single ordinance for 2<sup>nd</sup> reading.
- (c) A speaker may address the City Council on any subject relevant to the affairs and interests of the City of Hoboken during the Public Portion on the agenda. Any speaker addressing the Council during this period will be limited to five (5) minutes unless the presiding officer, in his or her discretion, decides that more time should be allotted to the speaker;
- (d) In the interest of attending to other business of the City in a timely manner, the presiding officer shall have the right to adjourn the Public Portion after one (1) hour, subject to an override by a majority of Council Members. In the event the Public Portion is adjourned under these circumstances, it shall resume on the agenda after the completion of votes of ordinances on 1<sup>st</sup> reading, and before New Business;
- (e) The City Clerk or Deputy City Clerk will monitor each speaker's time and inform the presiding officer when the speaker has used up the allotted time, at which time the speaker addressing the Council will immediately yield the floor. Whenever possible, the speaker shall be given a warning one minute prior to the expiration of his or her time.
- (f) If the speaker addressing the Council questions the Council concerning City matters, such questions will not be addressed until after the duration of the speaker's time, unless the Council President at his/her discretion, or upon the request of a Council member, requests an opportunity to address the question posed by the speaker. Only in such event, the time taken in answering the speaker's question will not count against the speaker's time. Upon the conclusion of the speaker's time, a Council member may comment on the subject under discussion upon being recognized by the presiding officer.

- (f) The rules governing the time allotted to the persons addressing the City Council may be relaxed at the discretion of the presiding officer or by a majority vote of the Council members present.

#### RULE XIV

Manner in Which the Mayor May Participate in Meetings: If the Mayor wishes to participate in any meeting of the City Council, he/she shall, if practicable, notify the President of said intention advance of the meeting. After the Roll Call, if the Mayor so requests, he/she shall be granted ten (10) minutes to address the Council with respect to any matter relevant to the affairs and business of the City. In addition, prior to the Council debate on each agenda item, the President shall ask the Mayor if he/she wishes to speak with respect to that agenda item. If he/she chooses to do so, the Mayor shall be entitled to address the Council on that agenda item for five (5) minutes.

#### RULE XV

Decorum:

- (a) By Council Members. While the Council is in session, the members must preserve order and decorum and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer except as otherwise herein provided.
- (b) Members of the Public. Any person making impertinent or slanderous remarks or who shall become disruptive while addressing the Council or while present in the Council Chambers shall be forthwith, by the presiding officer, barred from further audience before the Council, unless permission to continue be granted by a majority vote of the Council.

#### RULE XVI

Enforcement of Decorum: The Chief of Police, or such member or members of the Police Department as the Chief may designate, shall be the Sergeant-at-Arms of the Council meeting. The Sergeant-at-Arms shall carry out all appropriate orders and

instructions given by the presiding officer for the purpose of maintaining order and decorum at any Council meeting.

#### RULE XVII

Persons Authorized to be within the Council rail: No persons, except Council members, the City Clerk and/or Deputy City Clerk, and authorized City officers, shall be permitted within the rail in front of the Council Chamber without the express permission of the Presiding Officer.

#### RULE XVIII

Committee of the Whole and Subcommittees: The Committee of the Whole shall consist of the full nine members of the Council. All standing subcommittees shall consist of at least three Council members. The Council President shall appoint all subcommittee members unless otherwise ordered by the Council. The following standing subcommittees are hereby established:

1. Revenue and Finance
2. Community Development
3. Parking and Transportation
4. Health and Human Services/Environmental Services
5. Zoning Ordinance Update/Master Plan
6. Public Safety.

The Council retains the right to establish additional, special subcommittees as required for the efficient operation of the Council. The Council President shall appoint all subcommittee members and the chair of each subcommittee, and shall serve as an ex-officio member of each subcommittee. The Council President shall have the right in his or her sole discretion to remove a member from any subcommittee, including special subcommittees, except that a majority of the whole membership of the Council may override the President's decision to remove a member from any regular or special subcommittee.

The Committee of the Whole is chaired by the Council President, who has sole authority to call a meeting of the Committee, which shall be noticed for purposes of the

Open Public Meetings Act as a special meeting. However, no formal action shall be taken at any meeting of the Committee of the Whole.

Matters may be referred to subcommittees either by the presiding officer or by a vote of the majority of the Council present at the meeting.

Nothing hereinabove stated shall be construed so as to invest the membership of said subcommittees with any of the executive or administrative powers of the several City Departments, which are now vested in the Mayor and the Directors of the several City Departments, pursuant to the provisions of Chapter 210, Laws of 1950, and the amendments and supplements thereto.

#### RULE XIX

Reports of Subcommittees: It shall be the duty of each subcommittee chair, or another subcommittee member selected by the subcommittee chair, at each City Council meeting, to provide a report of the subcommittee's activities, if any, since the last meeting at which such a report was given. The report, which may be oral or in writing, shall include a statement of how many meetings were held, who attended, a brief description of the matters that were discussed, and such recommendations to the Council relating to the matters considered by the subcommittee that have been decided upon by the members of the subcommittee. If the recommendations are not supported by all members of the subcommittee, the dissenting member shall be provided an opportunity to present his or her views after the subcommittee chair has completed presenting the report.

#### RULE XX

Claims against the City: No account or other demand against the City shall be allowed until it has been considered and reported to the Council. In the event Council Members wish to receive additional information, have questions or require clarification regarding any claim, they shall, to the extent practicable, make a written request for same to the Business Administrator or his/her designee in writing, detailing the additional information, question or clarification requested with as much specificity as possible, no later than the close of business the day prior to the Meeting at which the claim is scheduled to be considered.

## RULE XXI

### Ordinances, Resolutions, Motions and Contract Documents:

- (a) Preparation of Ordinances. All ordinances shall be prepared by the Corporation Counsel's office, and thereafter approved as to form and legality by the Hoboken Corporation Counsel. The Corporation Counsel's office shall, in a timely manner, provide all necessary legal guidance and assistance to any member of the Council seeking to introduce an ordinance.
- (b) Sponsorship of Ordinances and Time for Submission to City Council. Each ordinance must be sponsored by at least one member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to formal introduction and first reading.
- (c) Resolutions. All resolutions must be sponsored by a member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to introduction.
- (d) Other Matters and Subjects. Other matters and subjects must be read at the regular Council Meeting prior to the introduction of Resolutions and Ordinances.

## RULE XXII

Reports and Resolutions to be filed with City Clerk: All reports and resolutions shall be filed with the City Clerk and entered on the minutes.

## RULE XXIII

Adjournment: A motion to adjourn shall always be in order and decided without debate.

## RULE XXIV

### Certification of Passage of Ordinance over Mayor's veto:

Whenever an ordinance has been vetoed by the Mayor and is passed by the Council over such veto in the manner provided by law, the City Clerk shall append to such ordinances a certification in substantially the following form:

*“I hereby certify that the above ordinance was passed by the Council of the city of Hoboken on the \_\_\_\_\_ day of \_\_\_\_\_ was vetoed by the Mayor of the City, and was passed over the said veto on the \_\_\_\_\_ day of \_\_\_\_\_.*

*DATED:*

*City Clerk*

#### RULE XXV

##### Attendance by and Interaction with City Officials:

The City Clerk or the Deputy City Clerk, the Corporation Council or his/her designee and the Business Administrator or his/her designee shall be required to attend all meetings of the City Council unless excused by the Council President. Subject to the limitations set forth by law and below, the President may ask the Mayor or his/her designee to consider a request that other Directors and/or City employees attend Council meetings to the extent the President believes such attendance would be helpful to assist the Council in its legislative responsibilities with respect to the matters on the meeting agenda. As expressly provided in N.J.S.A 40:69A-37.1, the Council shall deal with employees of the department of administration and other administrative departments solely through the mayor or his/her designee. All contact with the employees, and all actions and communications concerning the administration of the government and the provision of municipal services shall be through the Mayor or his/her designee, except as otherwise provided by law. The Council may, in accordance with applicable law, conduct inquiries into any act or problem of the administration of the municipality. Any Council member may, at any time, require a report on any aspect of the government of the municipality by making a written request to the mayor. The council may, by a majority vote of the whole number of its members, require the Mayor or his/her designee to appear before the council sitting as a committee of the whole, and to bring before the Council those records and reports, and officials and employees of the municipality as the Council may determine necessary to ensure clarification of the matter under study. The Council may further, by a majority of the whole number of its members, designate any number of its members as an ad hoc committee to consult with the Mayor or his/her designee to study

any matter and to report to the Council thereon. As it is the expressed intent of the Mayor-Council plan of government to confer on the Council general legislative powers, the Council may exercise such investigative powers as are germane to the exercise of its legislative powers, but shall retain for the Mayor full control over the municipal administration and over the administration of municipal services.

RULE XXVI

Amendment of Rules of Procedure: No amendment to these Rules of Procedure shall be adopted unless it receives a vote of the majority of the full membership of the City Council. Any such amendment shall not take effect until the second regular meeting following adoption of the amendment.

**Date of Adoption: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa Longo  
 Corporation Counsel

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

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**

**RESOLUTION NO. : \_\_\_\_\_**

**A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO  
US DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR  
\$1,414,046.30 FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)**

**WHEREAS**, the **City of Hoboken** seeks federal funding from the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) through its Staffing for Adequate Fire and Emergency Response (SAFER) grant program; and

**WHEREAS**, municipal Fire Departments are eligible for funding under this grant program; and

**WHEREAS**, the purpose of the grant program is to increase the safety of residents and firefighters through operations and safety improvements, such as training, Personal Protective Equipment (PPE) or non-PPE equipment, wellness and fitness programming for firefighters, facility modifications, necessary technology; and

**WHEREAS**, the city has previously obtained funding from FEMA SAFER to hire 8 additional Fire Fighters, and now seeks to apply for an additional SAFER grant to retain those firefighters, who will otherwise be laid off for lack of funding; and,

**WHEREAS**, on October 17<sup>th</sup>, 2013 the city temporarily amended the FIRE Division table of organization ordinance to allow for the hiring of 8 additional fire fighters to be paid for by the FEMA SAFER award; and,

**WHEREAS**, the funding from that award will be expended in April 2016; and,

**WHEREAS**, the city has the opportunity to apply for FEMA SAFER funding to maintain those 8 Fire Fighters for an additional 24 months, through April 2018; and,

**WHEREAS**, there is no local match required under this grant program and certification of funds is not necessary for this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the **Hoboken City Council** that;

**1)** The Department of Public Safety and the Hoboken Fire Department are authorized to file the SAFER grant application with the US Department of Homeland Security, Federal Emergency Management Administration for an amount of \$1,414,046.30, with no local match.

**2)** The Mayor or her designee is authorized to execute the above referenced grant application, as well as the grant agreement, so long as the match isn't greater than the attached certification, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.

**3)** This resolution shall take effect immediately.

Meeting date: March 4, 2015

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

(2)

1.7 R-01  
9-19-12 C

Sponsored by: Paul S. B...

Seconded by: David M...

**CITY OF HOBOKEN**  
**ORDINANCE NO.: Z-216**

**AN ORDINANCE TO AMEND SECTION 59A-31**  
**TITLED "STAFF" WITHIN CHAPTER 59A,**  
**ENTITLED "DEPARTMENT OF PUBLIC SAFETY"**

**WHEREAS**, Section 59A-31 of the Administrative Code of the City of Hoboken titled "Staff" currently establishes the staffing levels for the Division of Fire within the Department of Public Safety; and

**WHEREAS**, the Administration obtained permission from the City Council to apply for the Staffing of Adequate Fire and Emergency Response (SAFER) grant program; and

**WHEREAS**, the Administration has been advised that it will be awarded \$1,118,600.00 to hire eight (8) additional firefighters for a two-year period; and

**WHEREAS**, one of the conditions for the SAFER grant program is that the City of Hoboken must maintain staffing at the level that existed at the time of the grant award as well as the SAFER-funded staffing for the two-year commitment;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 59 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

**SECTION ONE: AMENDMENTS**

The staff of the Division of Fire shall not exceed the following sworn personnel, within the budgetary constraints established by the Council:

Rank/Position	Number
Chief	1
Battalion Chiefs	7
Captains	30
Firefighters	<u>6875</u>

At the end of the funding period for the SAFER grant, the staffing levels for the firefighter position shall return to 68.

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

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

**SECTION FIVE: CODIFICATION**

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

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

Date of Introduction: September 19, 2012

Introduction:

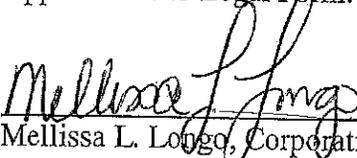
Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Jen Giattino	/			
Carol Marsh	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			

Michael Russo	/			/
President Peter Cunningham	/			

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Jen Giattino	✓			
<del>Carol Marsh</del> James Doyle	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo				✓
President Peter Cunningham	✓			

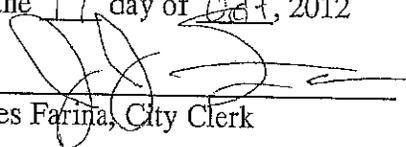
Approved as to Legal Form:

  
 Mellissa L. Longo, Corporation Counsel

Vetoed by the Mayor for the following reasons:

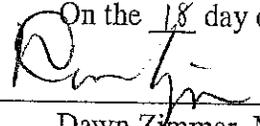
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Adopted by the Hoboken City Council  
 By a Vote of 8 Yeas to 0 Nays  
 On the 17 day of Oct, 2012

  
 James Farina, City Clerk

-or-

Approved by the Mayor  
 On the 18 day of Oct, 2012

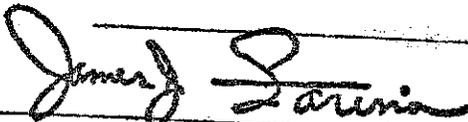
  
 Dawn Zimmer, Mayor

10-16-12 2 4 10

AN ORDINANCE TO AMEND SECTION  
59A-31 TITLED "STAFF" WITHIN  
CHAPTER 59A, ENTITLED  
"DEPARTMENT OF PUBLIC SAFETY"

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

OCT 17 2012



CITY CLERK

Introduced, passed first reading  
as read and laid on the table  
for further consideration of  
the Council at the next meeting  
to be held on October 3, 2012  
at 7 PM

City Clerk  
9/19/12

Carried over to the October 17, 2012  
meeting

10/3/12

PASSED THIRD AND FINAL READING  
10/17/12

ALBIO SIRES  
8TH DISTRICT, NEW JERSEY

COMMITTEE ON FOREIGN AFFAIRS  
SUBCOMMITTEES:  
WESTERN HEMISPHERE, RANKING MEMBER  
EUROPE, EURASIA, AND EMERGING THREATS

COMMITTEE ON TRANSPORTATION  
AND INFRASTRUCTURE  
SUBCOMMITTEES:  
HIGHWAYS AND TRANSIT  
RAILROADS, PIPELINES, AND  
HAZARDOUS MATERIALS

HTTP://WWW.SIRES.HOUSE.GOV



Congress of the United States  
House of Representatives  
Washington, DC 20515-3013

January 30, 2015

2342 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-7919

5500 PALISADE AVENUE, SUITE A  
WEST NEW YORK, NJ 07093  
(201) 558-0800

121 NEWARK AVENUE, SUITE 200  
JERSEY CITY, NJ 07302  
(201) 309-0301

800 ANNA STREET  
ELIZABETH, NJ 07201  
(908) 820-0692

BAYONNE CITY HALL  
630 AVENUE C, ROOM 9  
BAYONNE, NJ 07002  
(201) 823-2900

The Honorable Dawn Zimmer  
City Hall  
94 Washington Street  
Hoboken, NJ 07030

RECEIVED

FEB 02 2015

OFFICE OF THE MAYOR  
HOBOKEN, NJ

Dear Mayor Zimmer,

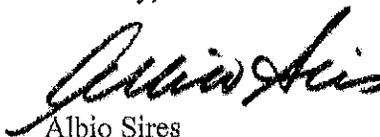
I would like to bring your attention to two separate grant applications that the U.S. Department of Homeland Security's Federal Emergency Management Agency recently released. Grant guidance and information regarding application materials for the Fiscal Year (FY) 2014 Staffing for Adequate Fire and Emergency Response Grant Program (SAFER) and the FY 2014 Fire Prevention and Safety (FP&S) Funding Opportunity Announcement (Grant Program Guidance) are listed below.

The FY 2014 DHS Appropriations Act provides \$340 million for the SAFER Program and authorizes the Department to help fire departments and volunteer interest organizations increase or maintain the number of trained, "front line" firefighters available in their communities. The SAFER Grant Program seeks to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire and fire-related hazards. **The application period for the FY 2014 SAFER Program will open on Monday, February 9, 2015 at 8:00 AM Eastern Time and will close on March 9, 2015 at 5:00 PM Eastern Time.** Grant guidance for this program will be available at [www.grants.gov](http://www.grants.gov), and at <http://www.fema.gov/firegrants/safer/index.shtm>.

Under the FY 2014 FP&S initiative, \$34 million is available to support efforts to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The primary goal is to reduce injury and prevent death among high-risk populations. The Grant Programs Directorate administers the FP&S Grants as part of the AFG Program. **The application period for the FY 2014 FP&S Program will open on Monday, March 16, 2015 at 8:00 AM Eastern Time and will close on April 17, 2015 at 5:00 PM Eastern Time.** Grant guidance for this program will be available at [www.grants.gov](http://www.grants.gov), and at <http://www.fema.gov/fire-prevention-safety-grants>.

If you have additional questions regarding the grant program, please contact the SAFER and FP&S Grants Home at 1-866-274-0960 or by email at [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

Sincerely,

  
Albio Sires  
Member of Congress

US Department of Homeland Security  
Funding Opportunity Announcement (FOA)

**STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)**

**Overview Information**

**Issued By**

US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Assistance to Firefighters Grant Program (AFG)

**Catalog of Federal Domestic Assistance (CFDA) Number**

97.083

**CFDA Title**

Staffing for Adequate Fire and Emergency Response (SAFER)

**Funding Opportunity Announcement Title**

Fiscal Year (FY) 2014 Staffing for Adequate Fire and Emergency Response (SAFER)

**Authorizing Authority for Program**

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, (Pub. L. No. 93-498), as amended (15 USC § 2229a)

**Appropriation Authority for Program**

*Department of Homeland Security Appropriations Act, 2014* (Pub. L. No. 113-76)

**Opportunity ID Number**

DHS-14-GPD-083-000-99

**Key Dates and Time**

Application Start Date:	February 9, 2015 at 8:00 AM EST
Application Submission Deadline:	March 6, 2015 at 5:00 PM EST
Anticipated Funding Selection Date:	N/A
Anticipated Award Date:	No later than September 30, 2015

**Other Key Dates**

Projected Award Start Date(s):	June 1, 2015
Projected Award End Date(s):	September 30, 2015

**Intergovernmental Review**

Pursuant to Executive Order 12372, an intergovernmental review may be required by applicable State law or regulation. Applicants must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process under Executive Order 12372. Name and addresses of the SPOCs are maintained at the Office of Management and Budget's home page at [http://www.whitehouse.gov/omb/grants\\_spoc](http://www.whitehouse.gov/omb/grants_spoc) to ensure currency.

**Application Submission Extension**

Is an extension to the application submission deadline permitted?  Yes  No

## FOA Executive Summary

### Funding Category

New  Continuation  One-time

### Date of Origin for Program

November 24, 2003

### Funding Opportunity Category

Discretionary  Mandatory  Competitive  Non-competitive  Sole Source

### Application Process

DHS makes all funding opportunities available through the common electronic "storefront" Grants.gov, accessible on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions, please call the Grants.gov Customer Support Hotline at (800) 518-4726.

The FY 2014 SAFER Grant application is accessible through the e-Grants system at <https://portal.fema.gov>. A link to the application will also be available via the US Fire Administration's (USFA) Website at <http://www.usfa.fema.gov> during the application period.

For additional details, please see Section IX of this FOA, *How to Apply*.

### Eligible Applicants

The following entities are eligible to apply directly to FEMA under this solicitation:

- Fire Departments
- National, state, local, or tribal organizations that represent the interests of volunteer firefighters

For additional information, please see Section III of this FOA, Eligibility Information.

### Type of Funding Instrument

Grant  Cooperative Agreement

### Cost Share or Match

Cost Share  Cost Match  Voluntary  None

### Maintenance of Effort

Yes  No

### Management and Administration

Management and Administration costs are activities directly related to implementing the award. Administrative costs up to three percent of the awarded amount are allowable under the SAFER Recruitment and Retention of Volunteer Firefighters category only. Please refer to Section IV of this FOA, *Funding Restrictions*, for additional details.

### Indirect Cost

Indirect costs are NOT allowable under the Hiring of Firefighters category. However, national, state, local, or tribal volunteer firefighter interest organizations may be reimbursed for indirect costs under the Recruitment and Retention of Volunteer Firefighters category only if they have an approved indirect cost rate agreement with their cognizant federal agency. A copy of the approved rate (a fully executed,

agreement negotiated with the applicant's cognizant federal agency) is required at the time of application.

Please refer to Section IV of this FOA, *Funding Restrictions*, for additional details.

# Full Funding Opportunity Announcement

## I. Funding Opportunity Description

### A. Program Overview

The SAFER Grant Program provides funding directly to fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help fire departments meet industry minimum standards and attain 24-hour staffing to protect communities from fire and fire related hazards, and to fulfill traditional missions of fire departments.

The SAFER Grant Program is comprised of two categories:

- **Hiring of Firefighters**
  - Including subcategories for rehiring, retention, attrition, and new hires
  - Career, combination, and volunteer fire departments are eligible to apply
- **Recruitment and Retention of Volunteer Firefighters**
  - Combination fire departments, volunteer fire departments, and national, state, local, or tribal organizations that represent the interests of volunteer firefighters are eligible to apply

The content of this FOA reflects DHS's implementation of Section 34 of the *Federal Fire Prevention and Control Act of 1974*, as amended by Section 565 of the *Department of Homeland Security Appropriations Act, 2014* (Pub. L. No. 113-76). Under this authority, the Secretary of Homeland Security has granted waivers for the following requirements for the FY 2014 SAFER Grant Program:

- **Cost Share:** SAFER Grantees are not required to contribute a cost share towards the cost of hiring firefighters under this program.
- **Salary limits per firefighter:** SAFER Grant funds may be used to fund the full cost of hiring a firefighter under this program.
- **Maintenance of Effort:** Applicants are not required to demonstrate that their annual budget for fire-related programs and emergency response has not been reduced below 80% of the average funding level in the three years prior to November 24, 2003.
- **Supplanting requirement:** Grants may be used for the purpose of retaining firefighters currently employed who are facing imminent layoffs or for the rehiring of laid off firefighters.
- **Period of performance:** For Hiring of Firefighters category grants, the period of performance has been reduced to two years.

### B. Program Priorities

#### Hiring of Firefighters Category

- First priority: Rehiring laid off firefighters

- Second priority: Retention of firefighters who face imminent layoff or filling positions vacated through attrition but not filled due to economic circumstances

- Third priority: Hiring new firefighters

### **Recruitment and Retention of Volunteer Firefighters Category**

- The highest priority is to assist departments experiencing a high rate of turnover and with staffing levels significantly below the ideal staffing level required to comply with National Fire Protection Association (NFPA) standards 1710 or 1720.

## **C. Program Objectives**

The goal of the SAFER Grant Program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards.

SAFER intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced or restored staffing levels, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

While not required for a SAFER Grant, it is preferable that the enhanced or restored staffing levels of all SAFER Grantees should ensure all first-arriving apparatus are staffed with a minimum of four qualified personnel (to meet NFPA standards) who are capable of initiating the suppression response. Ultimately, SAFER Grantees should achieve more efficient responses and safer incident scenes thereby ensuring communities have improved protection from fire and fire-related hazards.

The FY 2014 SAFER Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

The FY 2014 SAFER Grant's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. Examples of tangible outcomes for FY 2014 SAFER include building and sustaining core capabilities, such as Public and Private Services and Resources, and Public Health and Medical Services.

For additional details, please refer to the *National Preparedness Goal, First Edition, September 2011* at <http://www.fema.gov/pdf/prepared/npg.pdf>.

## **II. Funding Information**

### **A. Award Amounts, Important Dates, and Extensions**

Available Funding for the FOA:	\$340,000,000
Projected Number of Awards:	300
Projected Award Start Date:	06/01/2015
Projected Award End Date:	09/30/2015

## **Funding Parameters**

The appropriated funds are to be administered as indicated below. Specific funding parameters are the outcome of recommendations from the Criteria Development (CD) process or as required by the *Federal Fire Prevention and Control Act of 1974, as amended*.

- 10 percent of the funding appropriated for FY 2014 SAFER Awards is set aside for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(2))
- No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or tribal organizations that represent the interests of volunteer firefighters (CD)
- 10 percent is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters.
  - A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 USC § 2229a(a)(1)(H))
- If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(1)(H))

For additional details, see Appendix A, Program Priorities.

## **Period of Performance**

### **Hiring of Firefighters Category**

- The period of performance will be 24 months for all grants awarded under this category.
- A default 180-day recruitment period begins when an application is approved for award under this category.
- The two year period of performance automatically starts after the 180-day recruitment period, regardless of whether the grantee has successfully hired the requested firefighters.
- If a grantee is able to rehire or hire SAFER-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. For grantees awarded retention positions, the period of performance can begin immediately. However, in both cases, grantees must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period.
- The period of performance cannot be started later than 180 days after the award date.

### **Recruitment and Retention of Volunteer Firefighters Category**

- The period of performance will be between 12 and 48 months for all grants awarded under this category.
- A default 90-day recruitment period begins when the application is approved for award. This period allows each grantee time to gather resources, initiate processes, and to finalize contracts needed to implement SAFER Grant activities before the start of the period of performance in order to maximize the availability of the funding.

US Department of Homeland Security  
Funding Opportunity Announcement (FOA)

**STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)**

**Overview Information**

**Issued By**

US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Assistance to Firefighters Grant Program (AFG)

**Catalog of Federal Domestic Assistance (CFDA) Number**

97.083

**CFDA Title**

Staffing for Adequate Fire and Emergency Response (SAFER)

**Funding Opportunity Announcement Title**

Fiscal Year (FY) 2014 Staffing for Adequate Fire and Emergency Response (SAFER)

**Authorizing Authority for Program**

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, (Pub. L. No. 93-498), as amended (15 USC § 2229a)

**Appropriation Authority for Program**

*Department of Homeland Security Appropriations Act, 2014* (Pub. L. No. 113-76)

**Opportunity ID Number**

DHS-14-GPD-083-000-99

**Key Dates and Time**

Application Start Date:	February 9, 2015 at 8:00 AM EST
Application Submission Deadline:	March 6, 2015 at 5:00 PM EST
Anticipated Funding Selection Date:	N/A
Anticipated Award Date:	No later than September 30, 2015

**Other Key Dates**

Projected Award Start Date(s):	June 1, 2015
Projected Award End Date(s):	September 30, 2015

**Intergovernmental Review**

Pursuant to Executive Order 12372, an intergovernmental review may be required by applicable State law or regulation. Applicants must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process under Executive Order 12372. Name and addresses of the SPOCs are maintained at the Office of Management and Budget's home page at [http://www.whitehouse.gov/omb/grants\\_spoc](http://www.whitehouse.gov/omb/grants_spoc) to ensure currency.

**Application Submission Extension**

Is an extension to the application submission deadline permitted?  Yes  No

## FOA Executive Summary

### Funding Category

New  Continuation  One-time

### Date of Origin for Program

November 24, 2003

### Funding Opportunity Category

Discretionary  Mandatory  Competitive  Non-competitive  Sole Source

### Application Process

DHS makes all funding opportunities available through the common electronic “storefront” Grants.gov, accessible on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions, please call the Grants.gov Customer Support Hotline at (800) 518-4726.

The FY 2014 SAFER Grant application is accessible through the e-Grants system at <https://portal.fema.gov>. A link to the application will also be available via the US Fire Administration’s (USFA) Website at <http://www.usfa.fema.gov> during the application period.

For additional details, please see Section IX of this FOA, *How to Apply*.

### Eligible Applicants

The following entities are eligible to apply directly to FEMA under this solicitation:

- Fire Departments
- National, state, local, or tribal organizations that represent the interests of volunteer firefighters

For additional information, please see Section III of this FOA, Eligibility Information.

### Type of Funding Instrument

Grant  Cooperative Agreement

### Cost Share or Match

Cost Share  Cost Match  Voluntary  None

### Maintenance of Effort

Yes  No

### Management and Administration

Management and Administration costs are activities directly related to implementing the award. Administrative costs up to three percent of the awarded amount are allowable under the SAFER Recruitment and Retention of Volunteer Firefighters category only. Please refer to Section IV of this FOA, *Funding Restrictions*, for additional details.

### Indirect Cost

Indirect costs are NOT allowable under the Hiring of Firefighters category. However, national, state, local, or tribal volunteer firefighter interest organizations may be reimbursed for indirect costs under the Recruitment and Retention of Volunteer Firefighters category only if they have an approved indirect cost rate agreement with their cognizant federal agency. A copy of the approved rate (a fully executed,

agreement negotiated with the applicant's cognizant federal agency) is required at the time of application.

Please refer to Section IV of this FOA, *Funding Restrictions*, for additional details.

# Full Funding Opportunity Announcement

## I. Funding Opportunity Description

### A. Program Overview

The SAFER Grant Program provides funding directly to fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help fire departments meet industry minimum standards and attain 24-hour staffing to protect communities from fire and fire related hazards, and to fulfill traditional missions of fire departments.

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For additional details, see Appendix A, Program Priorities.

## Period of Performance

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**Jon Tooke**

**From:** Chris Baldwin  
**Sent:** Thursday, February 12, 2015 3:16 PM  
**To:** Jon Tooke  
**Subject:** RE: Safer Grant Extension

Here is May 2016 through April 2018. All the usual disclaimers apply. We should discuss before anything official is done.

Thanks

May 2016-April 2017	
Salary less Medical Deduction:	\$ 505,915.08
Health Insurance	\$ 118,012.29
	\$ 623,927.37
May 2017-April 2018	
Salary less Medical Deduction:	\$ 592,114.26
Health Insurance	\$ 127,453.27
	\$ 719,567.53

TOTAL SW & BENEFITS 1,343,494.90  
24 months

**From:** Chris Baldwin  
**Sent:** Wednesday, February 11, 2015 12:06 PM  
**To:** Jon Tooke  
**Subject:** RE: Safer Grant Extension

I did calendar years 2016-2018. I will extend it until April 2019 which would be 3 years if you'd like and send you adjusted figures from May 2016-April 2019.

**From:** Jon Tooke  
**Sent:** Wednesday, February 11, 2015 12:04 PM  
**To:** Chris Baldwin  
**Subject:** RE: Safer Grant Extension

Thanks Chris. Just for details; we run out of SAFER 2012 in April, 2016 and start the 2016 cost in May? Also we only go through April of 2018?

JT

- Grantees can seek reimbursement for grant-related costs incurred during the recruitment period as long as these costs are in the approved budget and scope of work. Grantees should be aware that incurring costs during the recruitment period will reduce the amount of grant funds available for the period of performance. Payment for these costs may be requested when the period of performance begins.
- If a grantee is able to begin their recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. However grantees must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period.
- The period of performance cannot be started later than 90 days after the recruitment period.

**Extensions to the Period of Performance**

An extension to the period of performance for this program is allowed. Extensions to the period of performance may be granted when, due to circumstances beyond the control of the grantee, activities associated with the award cannot be completed within the stated performance period. For details on the requirements for requesting an extension to the period of performance, please refer to Section VI(C)(ix)(1) *Extensions*.

**III. Eligibility Information**

**A. Eligibility Criteria**

Table 1 identifies, in general, eligible entities that can apply for FY 2014 SAFER Funding within each category.

**Table 1: Eligible Entities**

Entity	Volunteer Fire Departments	Combination Fire Departments	Career Fire Departments	National, state, local, or tribal volunteer firefighter interest organizations
Hiring of Firefighters Category	✓	✓	✓	
Recruitment and Retention of Volunteer Firefighters Category	✓	✓		✓

- Volunteer fire departments and combination fire departments may apply for funding under both the Hiring of Firefighters category and the Recruitment and Retention of Volunteer Firefighters category. Separate applications must be completed for each category. Applicants are limited to one application per category, per application period. If an applicant submits two applications for the same category during a single application period, both applications will be disqualified.
- Career fire departments may apply for funding only under the Hiring of Firefighters category. Applicants are limited to one application per application period. If an applicant submits two applications, both applications will be disqualified.
  - Municipalities and fire districts may submit applications on behalf of fire departments lacking the legal status to do so, such as those under the support of the municipality or district. The municipality or fire district may submit only one application for hiring per application period for each eligible fire department within the municipality or fire district.
- National, state, local, or tribal organizations representing the interests of volunteer firefighters and individual fire departments (volunteer or combination) may only apply for funding under the Recruitment and Retention of Volunteer Firefighters category. Applicants are limited to one application per application period. If an applicant submits two applications, both applications will be disqualified.

**i. Other Eligibility Requirements**

The following entity types are NOT eligible to apply under this announcement:

- Federal fire departments and fire departments under contract to the Federal Government whose sole responsibility is the suppression of fires on federal installations or lands;
- For-profit fire departments and organizations (e.g., fire departments that do not have specific nonprofit status or that are not municipally based);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams;
- Non-federal airport or port authority fire departments whose sole responsibility is suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities;
- Fire stations that are part of, controlled by, or under the day-to-day operational direction of a larger fire department or agency, or that are not otherwise independent;
- State and local agencies, such as forest service, fire marshals, emergency management offices, hospitals, and training offices;
- Career fire departments (under the Recruitment and Retention of Volunteer Firefighters category); and
- National, state, local, or tribal organizations representing the interests of volunteer firefighters, supporting firefighter volunteerism, or otherwise having an interest in volunteer firefighters (under the Hiring of Firefighters category).

## **IV. Funding Restrictions**

### **A. Restrictions on Use of Award Funds**

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the grantee to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

#### **i. Pre-award Costs**

Pre-award costs are NOT allowed except for grant writer fees under the SAFER Recruitment and Retention of Volunteer Firefighters category, see the full FOA, Section IX(D)(iv). Grant Writer Fees (Recruitment and Retention category Only).

#### **ii. Direct Costs**

##### **Management and Administration**

Management and Administration costs are activities directly related to implementing the award. Administrative costs up to three percent of the awarded amount are allowable under the SAFER Recruitment and Retention of Volunteer Firefighters category only.

Administrative costs are identifiable costs directly associated with the implementation and management of the grant. Administrative costs should be based on actual expenses only, not a percentage of the overall grant; each expense must be specific and detailed.

Examples of eligible administrative costs include shipping, office supplies, and computers and software associated with the National Fire Incident Reporting System (NFIRS) reporting requirements.

Grant funds may not be used for insurance, Internet service provider fees, or any similar service fees.

##### **Planning**

Planning related costs are NOT allowed under this program.

##### **Training**

For details regarding the training related costs allowed under this program, see Appendix B. Eligible Costs/Restrictions on Cost.

##### **Exercises**

Exercise related costs are NOT allowed under this program.

### **Equipment**

For details regarding the equipment costs allowed under this program, see Appendix B. Eligible Costs/Restrictions on Cost.

### **Travel**

For details regarding the travel costs allowed under this program, see Appendix B. Eligible Costs/Restrictions on Cost.

### **Construction and Renovation**

For details regarding construction and renovation costs allowed under this program, see Appendix B. Eligible Costs/Restrictions on Cost.

### **Operational Overtime**

For details regarding overtime costs allowed under this program, see Appendix B. Eligible Costs/Restrictions on Cost.

## **iii. Indirect Costs**

Indirect costs are NOT allowable under the Hiring of Firefighters category. However, national, state, local, or tribal volunteer firefighter interest organizations may be reimbursed for indirect costs under the Recruitment and Retention of Volunteer Firefighters category only if they have an approved indirect cost rate agreement with FEMA or their cognizant federal agency. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application.

## **iv. Other Cost Requirements**

### **Environmental Planning and Historic Preservation (EHP) Compliance**

As a Federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Grantees and sub-grantees proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. It is FEMA's policy to *not* fund projects that have been initiated or completed before any required EHP review has been conducted. Grantees are encouraged to submit EHP Screening Forms as soon as possible to ensure that adequate time is allowed for the EHP review. The GPD EHP Screening Form can be accessed at <http://www.fema.gov/media-library/assets/documents/90195>.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>, and FEMA Environmental Planning and Historical Preservation Policy 108.024.4, dated December 18, 2013, at <http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPARReview.pdf>.

### **Excess Funds**

Due to successful competitive bid processes, some grantees have funds remaining after the completion of their obligations. Grantees that complete the approved scope of work and still have grant funds available may request to use the remaining funds provided that the grantee has met all grant requirements during the initial period of performance and the use of the funds is consistent with the original scope of work. This shall be done through the amendment request process.

## **V. Application Review Information and Selection Process**

### **A. Application Review Information**

All complete and eligible applications are evaluated relative to SAFER Grant funding priorities (see information on the funding priorities in the full FOA, Section I. Funding Opportunity Description, B. Program Priorities and Appendix A: Program Priorities).

In the application, fire departments applying for SAFER Grants will be asked general questions about their organization and community, as well as questions specific to the proposed project. National, state, local, or tribal organizations that represent the interests of volunteer firefighters will be asked a number of general questions regarding their organizations and a series of activity-specific questions relative to the recruitment and retention projects they propose and the activities selected. Answers to activity-specific questions as well as information submitted throughout the application will determine an applicant's standing relative to SAFER Grant funding priorities. Applications most consistent with the SAFER Grant funding priorities score higher in the automated evaluation. Automated evaluation scores represent 50 percent of the total application score.

A panel of at least three Peer Review Panelists performs the second phase of an application's evaluation. These panelists evaluate the application using the Narrative Statement, answers to the general questions, and answers to the activity-specific questions. Each application is evaluated on its own merits against established criteria and is not compared to other applications. The peer review evaluation score represents 50 percent of the total application score.

#### **i. Narrative Statement**

The Narrative Statement of the application must provide specific details about the activity for which applicants are seeking funding, including budget details. The applicant must explain how the proposed activity is related to the hiring or recruitment and retention program.

In applications for Recruitment and Retention, applicants must also provide details regarding how volunteers will qualify for the incentives (who is eligible for initiatives

funded under the grant and discuss any prerequisites). For example, an organization might withhold paying nominal stipends until members participate in a minimum number of operational activities.

Applicants should save their work often as the electronic application includes a time-out feature. If no-save activity is detected for a period of time, the application will time-out and all information that is not saved could be lost. Therefore, it is recommended that applicants type the Narrative Statement information offline using a word processing program, such as MS Word, Word Perfect, Notepad, etc., to avoid losing any information.

Once the Narrative Statement is complete, applicants can then cut-and-paste the text into the appropriate sections within the Narrative Statement section of the online application.

Please note the Narrative Statement blocks do not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (e.g., quotation marks, bullets, etc.), or graphs.

Space for the Narrative Statement is limited. Once you save the Narrative Statement to the online application, log-out and then log back in to the application to verify that the information was successfully saved.

## **B. Application Selection Process**

Peer Review Panelists will evaluate and score each category based on the following narrative elements within each category:

### **i. Hiring of Firefighters Category**

The Narrative Statement for applications requesting funding in this category must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of each element in the determination of the grant award is listed below.

- 1) Project Description (30%)
  - a) Describe why the department needs the positions requested in this application.
  - b) Describe how the positions requested in this application will be used within the department (e.g., fourth on engine, open a new station, eliminate browned out stations, reduce overtime [provide additional details as to how this will occur], etc.).
  - c) Describe the specific benefits that the positions requested in this application will provide to the fire department and community.
  - d) Describe how the awarding of this grant would enhance the department's ability to protect critical infrastructure.
- 2) Impact on Daily Operations (30%)
  - a) Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.
  - b) Explain how that risk will be reduced if the applicant is awarded the positions requested in this application.

- c) Discuss the impact the positions requested in this application will have on the department's NFPA compliance.
- 3) Financial Need (30%)
    - a) Provide detail about the department's operating budget, including a high-level breakdown of the budget.
    - b) Describe the department's inability to address financial needs without federal assistance.
    - c) Discuss other actions the department has taken to meet its staffing needs (e.g., state assistance programs, other grant programs, etc.).
  - 4) Cost Benefit (10%)
    - a) Describe the benefits (e.g., anticipated savings, efficiencies) the department and community will realize if awarded the positions requested in this application.

**ii. Recruitment and Retention of Volunteer Firefighters Category (Fire Departments)**

The Narrative Statement for applications requesting funding in this category must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of the evaluation criteria in the determination of the grant award is listed below:

- 1) Project Description (30%):
  - a) Describe the recruitment and/or retention problems or issues identified by the department.
  - b) Describe the recruitment and/or retention plan to address the identified problems or issues.
  - c) Explain how the items or activities requested in this application will help address the identified problems or issues.
  - d) Describe how the recruitment of new volunteer firefighters and/or retention of current volunteer firefighters will impact the department's operational needs or capabilities.
  - e) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments and community.
  - f) If your grant will have a regional impact, identify the activities that are part of the regional request and explain which activities are exclusive to the host applicant, if applicable.
- 2) Impact on Daily Operations (30%):
  - a) Describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
  - b) Explain how the risk will be reduced if awarded the items or activities requested in this application.
  - c) Explain the impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance, if awarded.
- 3) Financial Need (30%)

- a) Provide detail about the department's operating budget, including a high-level breakdown of the expenditures for day-to-day activities.
  - b) Describe the department's budget shortfalls and the inability to address financial needs without federal assistance.
  - c) Describe other actions the department has taken to meet its staffing needs (e.g., state assistance programs, other grant programs, etc.).
- 4) Cost Benefit (10%)
- a) Describe the benefits (e.g., anticipated savings, efficiencies, etc.) the department and community will realize if awarded the items or activities requested in this application.

**iii. Recruitment and Retention of Volunteer Firefighters Activity (National, state, local, or tribal volunteer firefighters interest organizations)**

The Narrative Statement for applications requesting funding in this category must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of the evaluation criteria in the determination of the grant award is listed below:

- 1) Project Description (30%):
- a) Describe the recruitment and/or retention problems or issues identified by the fire departments participating in this application.
  - b) Describe your organization's recruitment and/or retention plan to address the problems or issues identified by the fire departments participating in this application.
  - c) Describe how the items or activities requested in this application will help address the identified problems or issues.
  - d) Describe how the recruitment of new volunteer firefighters and/or retention of current volunteer firefighters will impact the operational needs or capabilities of the fire departments participating in this application.
  - e) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
  - f) Briefly describe the organization's procurement practices and the timelines to complete the activities requested in this application.
- 2) Impact on Daily Operations (30%):
- a) Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
  - b) Explain how that risk will be reduced if awarded the items or activities requested in this application.
  - c) Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application, if awarded.
- 3) Financial Need (30%)
- a) Provide detail about the organization's operating budget, including a high-level breakdown of the expenditures for day-to-day activities.

- b) Describe the organization's budget shortfalls and the inability to address financial needs without federal assistance.
  - c) Describe other actions the organization has taken to meet the staffing needs of the fire departments participating in this application (e.g., state assistance programs, other grant programs, etc.).
- 4) Cost Benefit (10%)
- a) Describe the benefits (e.g., anticipated savings, efficiencies, etc.) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

### **C. Post Panel Review**

After the panel review, the Program Office will conduct an additional and final review to assess the request with respect to costs, quantities, feasibility, eligibility, and grantee responsibility prior to recommending any application for award. The applicant's prior AFG, SAFER, and FP&S Grant(s) management performance will also be taken into consideration when making recommendations for award. Each application that scores high under the automated evaluation and peer review process will be deemed in the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject matter specialist as well as a Program Office review prior to being recommended for award. All final funding determinations will be made by the Assistant Administrator of the Grant Programs Directorate.

## **VI. Post-Selection and Pre-Award Guidelines**

### **A. Notice of Award**

Upon approval of an application, the award will be made in the form of a grant. The "award date" is the date the approval of award is entered in the e-Grant system. Notification of award approval is made through the e-Grant system by automatic e-mail to the primary point of contact listed in the initial application. Follow the directions in the notification to accept the award.

Grantees must either accept or decline their award no later than 30 days from the award notification date.

#### **Turndown Procedure**

SAFER Grants are competitive. Not all applications will be successful, but all unsuccessful applicants will receive a decision letter from FEMA that briefly describes the shortcomings and weaknesses of the application. These aspects are articulated by the technical evaluation process. Due to the historically high number of turndowns for these grants, detailed debriefs for all applicants will not be possible, and will not be offered.

### **B. Administrative and Federal Financial Requirements**

All successful applicants for all DHS Grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are enumerated in the DHS Chief Financial Officer Financial Management Policy Manual and are available online at <http://www.dhs.gov/sites/default/files/publications/Proposed%20FY%2014%20Standard%20TC%202013-12-04.pdf>.

**i. Payment**

DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete a Standard Form 1199A, Direct Deposit Form.

FEMA utilizes the e-Grants System for the full lifecycle of the grant. Please access the system by visiting <https://portal.fema.gov/famsVuWeb/home>.

Grantees should not expend funds or request a drawdown until all special conditions listed on the grant award document have been met and the award is approved for payment in the e-Grants system. Grant recipients should maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of those funds (see 31 CFR Part 205). If the grant recipient does not follow procedures, it will be required to be on a reimbursement for costs incurred method.

Although advance drawdown requests are permissible, grantees remain subject to the interest requirements of the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time federal funds are credited to a grantee's account until the time the grantee pays out the funds for program purposes. FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

**NOTE:** Funds will not be automatically transferred upon issuance of the grant. Grantees must submit a request for advance/reimbursement through the e-Grants system in order for the funds to be transferred to the grantee's account.

**C. Reporting Requirements**

Awardees are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Any reports or documents prepared as a result of this grant shall be in compliance with federal "plain English" policies, directives, etc.

**i. Financial and Compliance Audit Report:**

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 CFR Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at

[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012). Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

**ii. Financial and Program Reporting Periods and Due Dates**

Refer to the next two sections.

**iii. Federal Funding Accountability and Transparency Act**

This act refers to reporting requirements under the *Federal Funding Accountability and Transparency Act of 2006 (FFATA)* (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252). As defined by the OMB, all new federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. Federal awards include not only prime awards for grantees, cooperators, and contractors but also awards to sub-recipients. More information can be found at <http://www.usaspending.gov/news>.

**iv. Federal Financial Report (FFR)**

SAFER Grant recipients are required to submit semi-annual Federal Financial Reports (FFRs, SF-425). FFRs, to be submitted using the online e-Grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due no later than July 30 for the period January 1-June 30, and no later than January 30 for the period July 1-December 31.

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

**vii. Program Performance Reporting Requirements**

SAFER Grant recipients are responsible for completing and submitting a programmatic Performance Report using the e-Grants system on a quarterly basis. The programmatic Performance Report is due within 30 days of the end of each of the grant's quarters. The first quarter will end three months after the grant's award date and every three months after, if applicable.

**viii. Monitoring**

Grant award recipients will be monitored programmatically and financially on an annual and as needed basis by FEMA staff to ensure that the activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or onsite monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and will identify areas where technical assistance, corrective actions, and other support may be needed.

The recipient is responsible for monitoring all sub-award activities to ensure compliance with federal and state laws, regulations, and guidance. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring, or other assessments and reviews.

#### **ix. Close Out**

Within 90 days after the end of the period of performance, grantees must submit a final FFR and final progress report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. Grantees must submit these reports within the closeout module in the e-Grants system.

As part of the final report, grantees may also need to submit the Tangible Personal Property Report (SF-428), available at [http://www.whitehouse.gov/sites/default/files/omb/grants/approved\\_forms/sf-428.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-428.pdf), to provide an inventory of all tangible personal property acquired using SAFER Grant funds.

An inventory of all construction projects that used funds from this program must be reported using the Real Property Status Report (Standard Form SF 429) available at [http://www.whitehouse.gov/sites/default/files/omb/grants/approved\\_forms/sf-429.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-429.pdf). After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The grantee is responsible for returning any funds that have been drawn down, but remain as unliquidated on grantee financial records.

#### **1. Extensions**

Extensions to the initial period of performance identified in the award will be considered only through formal, written requests to FEMA with specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay – this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion;
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA; and

10. Potential impacts if FEMA does not approve the extension request or approves the request for a shorter period of time than requested.

Awardees must submit all proposed extension requests to DHS/FEMA for review and approval at least 60 days prior to the end of the period of performance.

## VII. DHS/FEMA Contact Information

This section describes several resources that may help applicants in completing a FEMA Grant Application. These points of contact are also available for successful applicants who may require assistance during execution of their award.

### A. For Program Questions

#### i. SAFER Help Desk

The SAFER Help Desk is available to SAFER Applicants and award recipients. The Help Desk can provide assistance with navigation through the automated application, as well as provide programmatic assistance with respect to questions of eligibility. When necessary, grantees will be directed to a federal point of contact who can answer specific programmatic questions or concerns. The Help Desk can be contacted at (866) 274-0960 or via e-mail at [firegrants@dhs.gov](mailto:firegrants@dhs.gov). The Help Desk hours of operation during the application period are from 8:00 a.m. to 4:30 p.m. (EST), Monday through Friday. Additional guidance and information can be obtained by visiting <http://www.fema.gov/firegrants/>.

#### ii. FEMA Regional Fire Program Specialists

Each of the FEMA regions has specialists that can assist applicants with the application process and provide pre- and post-award assistance. For more information, visit <http://www.fema.gov/about/contact/regions.shtm> or <http://www.fema.gov/fire-grant-contact-information>.

### B. For Financial and Administrative Questions

#### i. Grant Programs Directorate (GPD)

FEMA's GPD Grant Operations Division Business Office provides pre- and post-award administration, financial support and technical assistance, such as for password resets and registration requests, and questions regarding Form 1199A. Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov).

### C. For e-Grant System Questions

For technical assistance with the e-Grant system, please contact the Help Desk. The Help Desk can be contacted at (866) 274-0960 or by e-mail at [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

### D. For Environmental Planning and Historic Preservation (EHP) Questions

All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

For information on FEMA's EHP Requirements, applicants should refer to FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>, and FEMA Environmental Planning and Historical Preservation Policy 108.024.4, dated December 18, 2013, at <http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPARReview.pdf>.

#### **E. Fraud, Waste, and Abuse**

If you have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, you should contact the DHS OIG Hotline at (800) 323-8603; by fax at (202) 254-4297; or e-mail [DHSOIGHOTLINE@dhs.gov](mailto:DHSOIGHOTLINE@dhs.gov).

### **VIII. Other Critical Information**

#### **A. National Incident Management System (NIMS) Implementation**

Prior to allocation of any federal preparedness awards in FY 2014, grantees must ensure and maintain adoption and implementation of NIMS.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Utilization of the standardized resource management concepts such as typing, inventorying, and cataloging promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management and national Tier I NIMS Resource Types can be found at <http://www.fema.gov/resource-management>.

**NOTE:** FEMA's current policy does *not* require SAFER Applicants to be in compliance with the National Incident Management System (NIMS) either to apply for SAFER Funding or to successfully receive an SAFER Award. Any department that receives a FY 2014 SAFER Award must achieve the necessary NIMS compliance level prior to the end of the grant's period of performance.

FEMA has developed the NIMS Guideline for Credentialing of Personnel to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes, and identifies tools which Federal Emergency Response Officials (FEROs) and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

The Guideline and the NIMS Guide 0002 can be found at the NIMS Resource Center at the following URLs:

- The Guideline: <http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3>
- The NIMS Guide: 0002 [http://www.fema.gov/pdf/emergency/nims/ng\\_0002.pdf](http://www.fema.gov/pdf/emergency/nims/ng_0002.pdf)
- For more information on NIMS, visit <http://www.fema.gov/emergency/nims>
- All questions can be directed via e-mail to [FEMA-NIMS@dhs.gov](mailto:FEMA-NIMS@dhs.gov) or via telephone at (202) 646-3850.

Although state, local, tribal, and private sector partners—including nongovernmental organizations—are not required to credential their personnel in accordance with these guidelines.

FEMA strongly encourages them to do so in order to leverage the federal investment in the Federal Information Processing Standards (FIPS) 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction. Additional information can be found at [http://www.fema.gov/pdf/emergency/nims/nims\\_alert\\_cred\\_guideline.pdf](http://www.fema.gov/pdf/emergency/nims/nims_alert_cred_guideline.pdf).

## **B. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

SAFER Grantees are required to follow all applicable federal regulations, including regulations governing administrative requirements, cost principles, and audit requirements for federal awards which are in place on the date in which a grant is awarded by FEMA to the grantee.

On December 26, 2013, the Office of Management and Budget (OMB) promulgated the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards that establish a new, uniform set of mandatory requirements for federal awards to non-federal entities. OMB codified this final guidance (also commonly referred to as the “Super Circular” or “Omni Circular”) on December 26, 2013 at 2 CFR Part 200. This final guidance will supersede existing federal regulations governing FEMA grants for future awards which include, but are not limited to, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 44 CFR Part 13, the Cost Principles for State, Local, and Indian Tribal Governments at 2 CFR Part 225, and Audits of States, Local Governments, and Non-Profit Organizations at OMB Circular A-133.

OMB has directed the Department of Homeland Security to adopt these new requirements at 2 CFR Part 200 no later than December 26, 2014. Any grant awards made after DHS’s adoption of the regulations at 2 CFR Part 200 will be required to follow the new regulations. FEMA anticipates that all FY 2014 SAFER Awards will be made after the adoption of the new regulations. Except as otherwise noted, awards made by FEMA prior to that date – including grants made in previous fiscal years – will continue to apply the existing requirements which include, but are not limited to, 44 CFR Part 13 and 2 CFR Part 225. FEMA will provide additional information to SAFER Stakeholders and Applicants upon adoption of the new regulations.

## **IX. How to Apply**

Applying for an award under this program is a multi-step process and requires time to complete. To ensure that an application is submitted on time, applicants are advised to start the required steps well in advance of their submission. **Applicants should allow at least 15 business days (three weeks) to complete the application steps listed below.** Failure of an applicant to comply with any of the required steps before the deadline for submitting their application will automatically disqualify their application from funding.

### **A. Obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) Number**

The applicant must provide a DUNS number with their application. This number is a required field for all subsequent steps in the application submission. The DUNS number provided in your application must match the DUNS number associated with your SAM registration. Applicants should verify they have a DUNS number or take the steps necessary to obtain one.

Applicants can receive a DUNS number at no cost by calling DUNS Number Request Line at (866) 705-5711. FEMA *cannot* assist applicants with questions related to obtaining a current DUNS number.

## **B. Obtain an Employer Identification Number (EIN)**

FEMA requires both the EIN and a DUNS number prior to the issuance of a funding award; both are also required to register with SAM (see below). The EIN base for an organization is the IRS Tax ID number and for individuals, it is their social security number. Organizations and individuals submitting their applications must correctly identify the EIN from the DUNS since both are 9-digit numbers. If these numbers are not correctly identified in the application, this may result in a delay in the issuance of the funding award and/or incorrect payment to a grantee organization.

Organization applicants applying for an EIN should plan on a minimum of two full weeks to obtain an EIN.

If you need assistance registering an EIN, please go to [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Apply-for-an-Employer-Identification-Number-\(EIN\)-Online](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Apply-for-an-Employer-Identification-Number-(EIN)-Online). FEMA *cannot* assist applicants with questions related to obtaining a current EIN.

## **C. Register with the System for Award Management (SAM)**

SAM registration is required to receive a SAFER Grant award. The applicant may register or update its SAM registration at <http://www.sam.gov>. SAM registration is only active for one year and must be renewed annually.

Per 2 CFR § 25.205, FEMA may not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information.

Payments and amendments are also contingent on the information provided in SAM, so it is imperative that the information in the application is correct, current, and matches the information in SAM.gov. Please ensure that your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards.

SAM registration is a multi-step process including validating your EIN with the Internal Revenue Service (IRS) to obtain a Commercial and Government Entity (CAGE) code. The CAGE code is only valid for one year after issuance and must be current at the time of application. If you need assistance registering with SAM, please go to <https://www.fsd.gov/> or call 866-606-8220. FEMA *cannot* assist applicants with questions related to obtaining a current CAGE code.

## **D. Submit the Application in e-Grants System**

### **i. General Information**

The FY 2014 SAFER Grant application is available through the e-Grants system at <https://portal.fema.gov>. Links to the application may also be found on the US Fire Administration's (USFA) Website at <http://www.usfa.fema.gov> and the grants.gov Website at <http://www.grants.gov>.

The automated e-Grant application was designed with many built-in help screens and drop-down menus to assist with the application process. The e-Grant online application system ONLY supports Internet Explorer (IE) browsers, Version 6 or higher.

- Do not use any other browsers than IE when entering your information.
- Do not have multiple browsers (“windows”) open when entering your information, even if you are using IE.

There are several known problems entering application information using non-IE browsers, or having multiple browsers open, including but not limited to:

- System failure to recognize correct information
- System failure to capture and retain correct information
- System functions like “cut and paste” being disabled
- System resources like Help screens or drop down menus being unavailable

There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by the applicant. Prior to submission and up to the application deadline, the online application can be saved, retrieved, and edited as required.

**IMPORTANT: Once you have submitted your application, you cannot change it.** You will not be allowed to update your application for any reason(s). Your primary point-of-contact will automatically be notified via e-mail once your application is received.

## ii. How to Apply

Eligible applicants may only apply for SAFER Funding online via the e-Grants application at <https://portal.fema.gov>. The system will allow an authorized representative to login and create a username and password, if needed.

- User Name/Password: If you have submitted any Assistance to Firefighters Grants (AFG, SAFER, FP&S, SCG) applications in a previous grant cycle, then you must continue to use the same username, password, and DUNS number for every FY2014 application. If you have forgotten your password or your primary point(s) of contact have changed, please visit <https://edit.fema.gov/frequently-asked-questions-0> for instructions on how to update and correct your organization’s information.

Applicants will need to completely fill out the following forms as part of the online e-Grants application:

- Standard Form 424, Application for Federal Assistance
- Standard Form 424A, Budget Information (Non-construction)
- Standard Form 424B, Standard Assurances (Non-construction)
- Standard Form LLL, Disclosure of Lobbying Activities (if the grantee has engaged or intends to engage in lobbying activities)
- FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, available at <http://www.fema.gov/library/viewRecord.do?id=2628>

The program title listed in the CFDA is "Staffing for Adequate Fire and Emergency Response (SAFER)." The CFDA number is 97.083.

To be considered eligible for funding, all applications must be completed and submitted electronically by 5:00 p.m. (EDT) on (March 6, 2015).

Only applications submitted via e-Grants will receive an e-mail confirmation. Applicants should print a copy of their submitted application as well as the submission confirmation for their records upon receiving verification that their application has been successfully submitted. Incomplete applications or applications submitted via any other electronic means, including e-mail or fax, will be considered ineligible.

Applicant tools and Frequently Asked Questions (FAQs) are posted at <http://www.fema.gov/firegrants>.

If you need assistance during the application process, contact the Help Desk at (866) 274 0960 or via e-mail at [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

**iii. Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS)**

The TDD/FIRS Number available for this announcement is (800) 462-7585. The automated application is designed with help screens and drop-down lists to assist the applicant throughout the process. Applicants can save and retrieve their work and for updates and revisions through the end of the application period; however, after an application has been completed and submitted, no changes can be made.

The automated system does not allow an applicant to submit an incomplete application. The system alerts the applicant when required information has not been entered. By submitting an application online, the applicant will automatically receive an e-mail confirmation that the application was successfully submitted.

The online system will allow a single authorized representative of an eligible organization to log on and create a user name and password. The selection of the authorized representative is at the discretion of each applicant. Applicants should record their user name and password for future access to their application.

**iv. Grant Writer Fees (Recruitment and Retention Category Only)**

Applicants under the Recruitment and Retention of Volunteer Firefighters category are allowed to hire and reimburse a grant writer to assist in the application process. Applicants are responsible for ensuring the information contained in their submitted application is a true and accurate reflection of their organization and represents the scope of work being proposed. Applicants are required to review all work produced by grant writers, or other third parties on their behalf, prior to submission of their application. Applications that falsely represent their organization or the proposal in any manner will have their application be considered ineligible by the Program Office and referred to the Office of Inspector General for further action, as appropriate.

Grant writer fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. The SAFER Program will only authorize reimbursements for application preparation, not administration, up to but not more than \$1,500. SAFER Applicants are also reminded, for grant writer fees to be eligible for reimbursement under this program, that applicants

must procure their grant writer services in a manner that is consistent with the Federal Grant Procurement Standards located at 2 CFR § 200.317 through 2 CFR § 200.326.

In addition, the fees must have been paid prior to any contact with grants management staff or an award (e.g., paid within 30 days of the end of the application period).

Applicants shall be required to provide documentation to support these pre-award expenditures. A copy of the cancelled check and bank statement shall be provided upon request. Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

**NOTE:** SAFER requires that all grant writer or preparer information must be entered into the Overview section of the SAFER Application, whether that person, entity or agent is compensated or not.

## Appendices

### Appendix A: Program Priorities

#### Criteria Development Process

Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The content of this SAFER FOA reflects implementation of the criteria development panel's recommendations with respect to the priorities, direction, and criteria for awards. Based on the recommendations, funding priority is given to applications that effectively address the evaluation elements as outlined.

#### Program Priorities Description

This section summarizes the program priorities used to determine grant awards. Program priorities are listed as High **H**, Medium **M**, or Low **L**. Within each identified program priority (H, M, L), all the proposed activities have an equal value.

There are separate evaluation criteria for the following categories:

- Hiring of Firefighters category (including rehiring, retention, attrition, and new hires)
- Recruitment and Retention of Volunteer Firefighters category – Fire Departments
- Recruitment and Retention of Volunteer Firefighters category - National, State, Local, or Tribal Volunteer Firefighter Interest Organizations

#### I. Hiring of Firefighters Category

Grants awarded under the Hiring of Firefighters category enable combination and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. Grants are awarded directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters. Funding under these subcategories provides fire departments with funds to pay firefighter salaries and benefits (exclusive of overtime).

##### A. Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments back into compliance in the most cost-effective manner.

Applicants will be asked general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without including the use of overtime). Applicants will also be asked to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher consideration than applications resulting in smaller percentage increases in compliance.

**Note:** SAFER Grants focus only on the Deployment or Staffing and Deployment sections of these two standards, respectively.

**NFPA 1710 Assembly Requirements:** Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.2 – Initial Full Alarm Assignment Capability)

This standard applies primarily to all-career fire departments and combination departments if the combination department chooses it.

**NFPA 1720 Assembly Requirements:** Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment)

This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard. The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standard.

Current 1710/1720 Compliance Priorities	
<input type="checkbox"/> Never or 0%	<input checked="" type="checkbox"/> Half the time or 40-59%
<input type="checkbox"/> Rarely or 1-19%	<input checked="" type="checkbox"/> Very often or 60-79%
<input checked="" type="checkbox"/> Sometimes or 20-39%	<input checked="" type="checkbox"/> Most of the time or 80-99%

New 1710/1720 Compliance Priorities	
<input checked="" type="checkbox"/> Always or 100%	<input checked="" type="checkbox"/> Half the time or 40-59%
<input checked="" type="checkbox"/> Most of the time or 80-90%	<input checked="" type="checkbox"/> Sometimes or 20-39%
<input checked="" type="checkbox"/> Very often or 60-79%	<input checked="" type="checkbox"/> Rarely or 1-19%

### Need More Information?

For more information about these two standards, visit <http://www.nfpa.org/saferactgrant>.

For more information on the standards, contact NFPA at (800) 344-3555 or e-mail questions to [stds\\_admin@nfpa.org](mailto:stds_admin@nfpa.org).

### B. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments who protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

### C. Firefighter Health Measures

The health and wellbeing of firefighters is of paramount importance. Therefore, applicants who indicate newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members.

### Entry-Level Medical Exams

NFPA 1582-compliant physicals

Non-NFPA-compliant physicals

### Annual Medical Exams

NFPA 1582-compliant physicals

Non-NFPA-compliant physicals

### D. Automatic and Mutual Aid

#### Automatic and Mutual Aid

Fire departments that have formal automatic and/or mutual aid agreements, and applicants that based requests on a staffing needs assessment, also receive higher consideration.

### E. Training Requirements

#### Minimum Emergency Medical Services (EMS) certification

Applicants will receive higher consideration if the personnel funded under the grant will meet the minimum EMS certification requirements prescribed by the locality or state having jurisdiction.

## II. Recruitment and Retention of Volunteer Firefighters Category – Fire Departments

The purpose of these grants is to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the grantee's response area. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, and evaluation plan will receive higher consideration.

### A. Meeting Staffing Standards

The goal under this SAFER category is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see section 1(c) *Meeting National Standards*). Departments who currently have the lowest recruitment and retention rates are given a higher consideration for funding.

### B. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteers	
<input type="checkbox"/> 91-100%	<input type="checkbox"/> 41-50%
<input type="checkbox"/> 81-91%	<input type="checkbox"/> 31-40%
<input type="checkbox"/> 71-80%	<input type="checkbox"/> 21-30%
<input type="checkbox"/> 61-70%	<input type="checkbox"/> 11-20%
<input type="checkbox"/> 51-60%	<input type="checkbox"/> 1-10%

### C. Recruitment/Retention Plan

It is critical to have a plan for recruitment and/or retention activities. Applications requesting funding for recruitment and/or retention programs should be based on formal plans. Applicants must summarize the departments' recruitment and/or retention plans in the Narrative Statement and explain how the projects/activities will fulfill the plans and meet organizational goals.

R&R Priorities	
<input type="checkbox"/> Applicants that will perform a periodic evaluation of the program's impact will receive higher consideration	<input type="checkbox"/> Applicants who currently have a coordinator and marketing plan in place will receive higher consideration
<input type="checkbox"/> Applicants that will request grant funding for a coordinator's position and marketing plan	

**D. Call Volume and Population Served**

Department call volume and population served are both factors in the initial evaluation. Departments responding to a higher number of incidents and departments who protect a larger jurisdiction receive higher consideration.

**E. Firefighter Health Measures**

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, who indicate they will provide annual medical exams, and who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
<input type="checkbox"/> NFPA 1582-compliant physicals	<input type="checkbox"/> Non-NFPA-compliant physicals

Annual Medical Exam	
<input type="checkbox"/> NFPA 1582-compliant physicals	<input type="checkbox"/> Non-NFPA-compliant physicals

Worker's Compensation/Accidental Death & Dismemberment (AD&D)	
<input type="checkbox"/> Applicants who currently provide worker's compensation/accidental death and dismemberment insurance receive higher consideration	<input type="checkbox"/> Applicants who plan to supply worker's compensation/accidental death and dismemberment insurance with grant funds

**F. Training Requirements**

Timeliness of Training	
<input type="checkbox"/> Applicants will receive higher consideration if they will train the newly recruited firefighters to meet the minimum fire and EMS certification requirements prescribed by the locality or state within 24 months of appointment to the department.	

Training and Certification	
<input type="checkbox"/> FF II/EMT	<input checked="" type="checkbox"/> FF I
<input type="checkbox"/> FF II	<input checked="" type="checkbox"/> First Responder
<input checked="" type="checkbox"/> FF I/EMT	

**G. Regional Requests**

Requests for recruitment or retention that have a regional impact (i.e., an impact beyond the immediate boundaries of the applicant’s first-due area) will receive higher consideration. An eligible applicant, which can include a fire department, may act as a “host applicant” and apply for support of both a regional initiative and its own department’s internal needs on one application. In order to apply for a regional project, the host fire department must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by all parties participating in the award, prior to submitting an application under the Regional Program activities. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant’s level of involvement in the project(s), and the proposed distribution of all grant funded assets. Successful Regional applicants shall provide a copy of the signed MOU at the time of award. Any entity named in the application as benefiting from the award shall be a party the MOU or equivalent document.

In completing the Request Details and Narrative Statement sections of the application, the applicant must include a list of participating third-party organizations that will benefit from the regional project if the project is approved. The third-party organizations that will benefit from the recruitment and retention project may also apply for funding under SAFER as long as the third-party organizations do not apply for a project that could conflict with or duplicate the host applicant’s project. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities.

**Note:** Only applications submitted under the Recruitment and Retention of Volunteer Firefighter category qualify for regional project requests. Regional projects are not eligible under the Hiring of Firefighters category.

**III. Recruitment and Retention of Volunteer Firefighters Category – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations**

The purpose of these grants is to assist national, state, local, or tribal organizations that represent the interests of volunteer firefighters with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, and evaluation plan will receive higher consideration.

In completing the Request Details and Narrative Statement sections of the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected

by the grant. If awarded, grantees may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities.

**A. Meeting Staffing Standards**

The goal under this SAFER category is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see Section 1c. Meeting National Standards). Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefiting from the grant funds are given a higher consideration for funding.

**B. Volunteer Membership**

Organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or that have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteers	
<input type="checkbox"/> 91-100%	<input type="checkbox"/> 41-50%
<input type="checkbox"/> 81-91%	<input type="checkbox"/> 31-40%
<input type="checkbox"/> 71-80%	<input type="checkbox"/> 21-30%
<input type="checkbox"/> 61-70%	<input type="checkbox"/> 11-20%
<input type="checkbox"/> 51-60%	<input type="checkbox"/> 1-10%

**C. Recruitment/Retention Plan**

It is critical to have a plan for recruitment and retention activities. Applications requesting funding for recruitment or retention programs should be based on formal plans. Applicants must summarize the organization's recruitment and retention plans in the Narrative Statement and explain how the projects/activities applied will fulfill the plans and meet organizational goals.

R&R Priorities	
<input type="checkbox"/> Applicants that will perform a periodic evaluation of the program's impact	<input type="checkbox"/> Applicants who currently have a coordinator and marketing plan in place
<input type="checkbox"/> Applicants that will request grant funding for a coordinator's position and marketing plan	

## Appendix B: Eligible Costs/Restrictions on Cost

The Peer Review Panelists consider all budgeted expenses as part of the cost-benefit determination and may recommend appropriate adjustments. Regardless of the eligibility of any costs requested or the panelists' determination, FEMA reserves the right to reduce any requests for funding, in whole or in part, that it deems excessive or otherwise contrary to the best interests of the program.

### Hiring of Firefighters Category – Eligible Costs

- Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Grant are eligible.
- Only firefighters hired or rehired after the SAFER Grant award date (except if awarded under the retention activity) are eligible for grant funding. Firefighters hired after the SAFER Grant award date are considered new hires.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year. However, recognizing many departments have shifts exceeding a 40-hour workweek, FEMA also will consider funding the job-sharing of a full-time position if the grantee has sufficient justification. A job-share position is a full-time position occupied by more than one person.
  - **Example:** A department may hire two part-time staff persons at 28 hours each to fulfill the scheduled work hours of one 56-hour shift position.
- Salaries and benefits of firefighters hired under SAFER Funding while they are engaged in training are eligible.
- Costs for overtime that fire departments routinely pay as a part of the base salary or the firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible.
- Volunteer and mostly volunteer fire departments may hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer, etc.).
- SAFER Grant funds will only pay for operational positions whose primary assignment (more than 50 percent of duties) is fire suppression, which includes staffing a fire suppression vehicle, regardless of collateral duties.
- Eligible positions for funding under the Rehiring or Attrition activities must have been laid off or vacated in the two years prior to the start of the application period (February 9, 2015)
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Funding under the Retention activity. Since the application period closes on (March 6, 2015), the layoffs must become effective on or before (July 4, 2015).
- Any layoff action not executed in accordance with the terms of the official layoff notice or which does not meet the above requirements may not qualify for funding in the rehiring of laid off firefighters or retention categories. Applicants that do not meet these parameters must apply under the Attrition or New Hire activity.
- Eligible positions under the Retention category must be employees of the department at the time of

### Hiring of Firefighters Category – Eligible Costs

application.

- Fire departments that are looking to retain contract firefighters should apply under the Attrition category.
- If a retention position becomes vacant after award, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.

### Hiring of Firefighters Category – Ineligible Costs

- The salaries and benefits of firefighters who are current employees or were hired prior to the award date (except under the retention activity) are ineligible.
- The SAFER Grant may not be used to fund promotions (e.g., pay a current member a higher salary by placing them in a new SAFER-funded position). If a department chooses to promote a current member, SAFER Grant funding may be used to fund the vacated firefighter position.
- Pre-application costs, such as grant writer fees, administrative costs, and indirect costs associated with hiring or rehiring firefighters are ineligible.
- Costs to train and equip firefighters are ineligible (this does not include the salaries and benefits of firefighters hired under SAFER Funding while they are engaged in training).
- Uniforms and physicals are ineligible.
- Overtime costs are ineligible (except as noted in “eligible costs” above).

### Recruitment and Retention Category – Eligible Costs

#### Overview

Applicants must correlate the activities for which funding is being requested and the identified recruitment or retention problems or issues being addressed. FEMA will not fund activities if an applicant has not provided sufficient information detailing how an activity being funded will enhance recruitment and retention.

Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.

Departments may want to consult their jurisdiction to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (such as stipends, Length of Service Award Program [LOSAP], etc.).

All funded activities under Recruitment and Retention must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations.

FEMA will not fund any activities that are covered under a department’s normal operating budget. Federal

## Recruitment and Retention Category – Eligible Costs

funding should not be used to supplant an existing activity or program. Retroactive payments or recognition for services rendered prior to the grant award are ineligible (with the exception of grant writer fees discussed in Section IX(d)(iv)).

### Examples of initiatives that may receive funding include, but are not limited to:

- Nominal stipends for firefighters where the primary duty is an operational assignment (fire suppression) regardless of collateral duties.
- Insurance packages such as Accidental Death and Dismemberment (AD&D), disability, health, dental, life, etc.
- Reimbursement to members while attending required basic training (e.g., compensation for lost wages, mileage, lodging, per diem). Note that costs for mileage, lodging, and per diem will only be reimbursed at the Federal Government rate.
- Marketing costs to recruit new volunteer members
- Station internet access
- Computers in common areas
- LED/electronic signs (note: 75 percent of usage must be dedicated to Recruitment and Retention activities – additional restrictions apply; see the full FOA, Section IV. Funding Restrictions, A. Restrictions on Use of Award Funds, iv. Other Cost Requirements, Environmental Planning and Historic Preservation [EHP] Compliance)
- One set of station duty uniforms for each new recruit only (pants, shirts, hats, and boots)
- Non-uniform clothing (t-shirts, jackets, or pullovers) as part of an award program only
- Station modifications (e.g., converting space into bunkroom - restrictions apply; see the full FOA, Section IV. Funding Restrictions, A. Restrictions on Use of Award Funds, iv. Other Cost Requirements, Environmental Planning and Historic Preservation [EHP] Compliance)
- Salary and benefit costs for a recruitment and retention coordinator. Salary and benefit costs should be based on reliable market research (see earnings information published by the US Bureau of Labor Statistics). Information on how the associated costs were determined should be provided in the Request Details portion of the application.
- Physicals for new recruits only. All grant-funded physicals must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices.
- Explorer, cadet, and mentoring programs (see page 43 for specific eligible costs)
- Staffing needs assessment
- Administrative costs up to three percent of the total awarded amount in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Applicants may apply for administrative costs if the costs are directly related to the implementation of the program for which they are applying. Administrative costs are identifiable costs directly associated with the implementation and management of the grant and cannot exceed three percent of the award.
- Tuition assistance for higher education (including college tuition and not limited to firefighter training)

## Recruitment and Retention Category – Eligible Costs

or education) and professional certifications (Note: coursework or certifications in this category should be more advanced than what the department typically funds for required minimum-staffing requirements)

- Books and lab fees for higher education or professional certification (not including computers)
- Costs for training not currently covered under the department's operating budget. Training requests must be detailed in the Request Details and Narrative Statement sections of the application and must closely correlate to the applicant's recruitment and/or retention goals.
- Awards program for participation in operational activities, like operational training and/or responding to incidents (e.g., length of service plaques, gift cards, non-uniform clothing)
- New Length of Service Award Programs (LOSAP)
- Mileage reimbursement for operational activities (NOTE: mileage will only be reimbursed at the Federal Government rate)
- Applications for funding in the Recruitment and Retention category could include activities requiring up to four years to complete (with proper justification)
- Indirect costs for national, state, local, or tribal volunteer firefighter interest organizations that have a federally approved indirect cost rate agreement
- Exercise equipment and gym memberships limited to no more than \$10,000 (total per grant award).
- Grant writer fees (see the full FOA, Section IX. How to Apply, D. Submit the Application in e-Grants System, iv. Grant Writer Fees (Recruitment and Retention Category Only))

## Personal Protective Equipment

Personal Protective Equipment (PPE) may be funded for newly recruited firefighters (after they have successfully passed an NFPA 1582 compliant physical), but PPE for other types of members or existing members is not eligible.

Funds are available to acquire OSHA-required and NFPA-compliant PPE for firefighting personnel. Only actual costs for PPE are allowed and will be paid on a reimbursable basis. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

Grantees are required to provide documentation to support the purchase of PPE (proof that the firefighter(s) have undergone an NFPA 1582 compliant physical and are certified as "fit for duty"). PPE purchased with SAFER Grant funding must be utilized by adequately trained staff. In addition to these requirements, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.NFPA.org>.

- Eligible PPE Expenditures:
  - One set of PPE for structural or wildland firefighting per new recruit.
    - SAFER considers a complete set of structural PPE to be comprised of one SCBA mask/face piece, one pair of pants, one coat, one helmet, one hood, one pair of boots, one pair of gloves, and one pair of suspenders. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, SAFER will consider all statutorily required items to be part of a complete PPE set.
    - SAFER considers a complete set of wildland PPE to be comprised of: one set of boots, one set of coveralls (or pants, coat, and suspenders), one pair of gloves, one hood, one

## Recruitment and Retention Category – Eligible Costs

- set of goggles, one helmet, and one fire shelter).
- American National Standards Institute (ANSI)-approved retro-reflective highway apparel
- Ineligible PPE Expenditures:
  - Three-quarter length rubber boots
  - Self-Contained breathing Apparatus (SCBAs) (not including SCBA masks/face pieces)
  - PASS Devices
  - Spare cylinders
  - Bomb disposal suits
  - PPE for hazardous materials and other specialized incidents
  - More than one set of PPE per member

## Construction/Remodeling/Renovation of Existing Facilities

- Project construction using SAFER Funds may not exceed \$10,000.
- Remodeling/renovations to an existing facility are allowable. The renovations must be minor interior alterations not to exceed \$10,000 (total per grant award).
- Eligible applicants must provide a cost breakdown in the Request Details section of the application. The costs must be justified in the Narrative Statement section as well.
- Remodeling/renovations may not change the footprint or profile of the building.
- Any request for modifications to facilities may require Environmental and Historic Preservation (EHP) review (see the full FOA, Section IV. Funding Restrictions, A. Restrictions on Use of Award Funds, iv. Other Cost Requirements, Environmental Planning and Historic Preservation (EHP) Compliance). Grantees are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (i.e., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).
- Written approval must be provided by FEMA prior to the use of any SAFER Funds for construction or renovation. If awarded funds for construction, grantees may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

## Explorer/Cadet Programs

Eligible items include but are not limited to:

- One set of station duty uniforms (pants, shirts, hats, and boots) per explorer/cadet
- Training (Non-Immediate Danger to Life and Health or IDLH)
- One set of structural or wildland PPE (as defined above but not including an SCBA mask/face piece because PPE for explorers or cadets may not be used in an IDLH atmosphere)
- Insurance
- Coordinator's position
- Workers compensation insurance
- Transportation costs
- Medical exams

## Recruitment and Retention Category – Eligible Costs

Items that are NOT eligible include the following:

- SCBA including mask/face piece
- Anything involving the IDLH atmosphere
- Vehicles
- Warning lights for private vehicles
- Any activities precluded by the authority having jurisdiction
- Radios, cell phones, or pagers

### Audit Costs

Certain recipients of federal funding must comply with the Single Audit Acts Amendments of 1996 (31 USC §§ 7501-7507); 31 USC §§ 503, 1111; Executive Order 8248; Executive Order 11541; and the federal regulations applicable at the time a grant is awarded to a grantee. Reasonable costs incurred for such an audit are an eligible expenditure and should be included in the applicant's proposed budget. For more information about OMB Circulars, please visit [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

Audit costs are considered administrative expenditures and may be treated as a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars or other applicable cost principles or regulations.

If the AFG Grantee is the recipient of *multiple* federal funding sources then *only* a pro rata share of the audit cost(s) may be chargeable to their SAFER Award.

### Example: Total Audit Costs of \$1,000.00:

During their fiscal year, an organization expends \$150,000 from a SAFER Award and \$600,000 from other federal sources for a total of \$750,000.

The SAFER pro rata share is ( $\$150,000/\$750,000 = 1/5$  or 20 percent), of the \$1,000 total audit costs; so only \$200 (20 percent of \$1,000) would be an eligible audit cost that can be charged to the SAFER Award.

SAFER does *not* require any other audits; therefore, you cannot charge any audit expenses that are not directly related to an audit required by either OMB Circular A-133 or Subpart F of 2 CFR Part 200.

### Pre-award Costs

Generally, grantees cannot use grant funds to pay for products and services contracted for or purchased prior to the effective date of the grant award.

- Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense (see full FOA, Section IX. How to Apply, D. Submit the Application in e-Grants System, iv. Grant Writer Fees (Recruitment and Retention Category Only)
  - The only costs or acquisitions that may be considered for pre-award are those costs obligated after an application's submission but prior to an offer of award.
  - An applicant must notify FEMA in writing and in advance of their intent to spend local funds that will be requested as a pre-award expense. This notification shall be sent via e-mail to the SAFER Help Desk ([FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov)), so the request may be reviewed and entered

### Recruitment and Retention Category – Eligible Costs

- into their e-Grants application file.
- A grantee may only request pre-award costs after an offer of award has been made, via a Scope of Work Amendment to the SAFER Program Office, using the online e-Grants management system.
- All pre-award costs will be decided on a case-by-case basis. Pre-award costs are only permitted with the written approval of FEMA.
- Expenses incurred after the application deadline, but prior to award, may be eligible for reimbursement if the expenses were justified, unavoidable, consistent with the grant's scope of work, and specifically approved in writing by FEMA (Scope of Work Amendment) after an offer of award has been made and accepted. Pre-award purchases made for the purpose of convenience, to obtain more favorable pricing, or to replace equipment that is still operational are not considered to be unavoidable and will not be considered for reimbursement.
- Final approval will be given after all invoices and related procurement documents have been reviewed by FEMA to ensure the obligation occurred after the application submission, but prior to an offer of award, and is justified, unavoidable, and consistent with the grant's scope of work.

### Recruitment and Retention Category – Ineligible Costs

- Salary and benefits for firefighters
- Costs incurred prior to award except for grant writer fees; see full FOA, Section IX. How to Apply, D. Submit the Application in e-Grants System, iv. Grant Writer Fees (Recruitment and Retention Category Only)
- Vehicles
- Fire suppression equipment or vehicles
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators, etc.),
- Sirens or other outdoor warning devices
- Communication equipment including cell phones, pagers, portable radios, or Computer-Aided Dispatch (CAD) systems
- Cash payments for non-operational activities
- Payments for travel to or participation in leisure activities such as theatre tickets, entertainment tickets, and trips (professional sporting events, etc.)
- Costs associated with award banquets, such as food, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments
- Costs for training currently covered under the department's operating budget, such as tuition or instructor fees for department-mandated, basic-level training, etc.
- Services at a member's personal residence (e.g., internet access, plowing of driveways)
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators),

### **Recruitment and Retention Category – Ineligible Costs**

and entertainment equipment

- “Giveaways,” such as pencils, pens, t-shirts, cups, mugs, or balloons, for recruitment events
- Fees for courses and training that are available free of charge on the internet or at a state/local training facilities (e.g., NIMS 100, 700, 800)
- Costs for fuel
- Annual medical exams (not including NFPA 1582 physicals for new recruits)

## Appendix C: Grantee Responsibilities

SAFER Award Recipients (grantees) must agree to the following:

1. Grantees must perform all tasks (scope of work) as outlined in the grantee's application approved by FEMA within the period of performance, comply with the terms of this FOA, comply with all the terms and conditions of their grant award, including any special conditions in accordance with the articles of agreement, and comply with all applicable Federal statutory and regulatory requirements. Grantees that do not fulfill their obligations under their SAFER Grant will be considered in default and may be required to return the federal funds disbursed under the grant award.
2. Grantees under the Hiring of Firefighters category who lay off any operational personnel during the two-year period of performance will be considered in default of their grant and the award will be terminated. Grantees may be required to return the federal funds disbursed under the grant award.
3. Grantees under the Hiring of Firefighters category must agree to maintain operational staffing at the level that existed at the time of award and must also retain all SAFER-funded positions throughout the grant's full two year period of performance unless the grantee has been afforded a waiver of this requirement. At the time of award, grantees under the Hiring of Firefighters category must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel in support of NFPA 1710 or NFPA 1720, who are in full-time or job share positions. The program office will work with a grantee to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER-funded operational positions. Once this is established, grantees must agree to maintain this number throughout the two year period of performance by taking active and timely steps to fill any vacancies.

Grantees who are unable (due to documentable economic hardship) to backfill non-SAFER operational positions that are vacated through attrition (e.g., resignation, retirement) after award may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a grantee to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a grantee is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a grantee's jurisdiction, not only the fire department. *Waivers will not be granted for SAFER-funded positions. Grantees who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.*

4. Since the goal of the SAFER Grant Program is to enhance incident scene safety, grantees must certify that the primary assignment (more than 50 percent of duties) of all SAFER-funded firefighters will be an operational assignment (fire suppression) regardless of collateral duties, which includes staffing a fire suppression vehicle.
5. Grantees must retain grant files and supporting documentation for three years after receipt of the official notification that the grant has been closed. FEMA may require access to any pertinent books, documents, papers, or records belonging to a grant recipient. The DHS Office of Inspector General or the Comptroller General of the United States may also require access to a grantee's books and records. The required documentation for federally funded purchases should include specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders or contracts, invoices, and cancelled checks. Grantees who fail to document purchases may find their expenditures will be questioned and disallowed.

6. Grantees must provide periodic performance reports to FEMA. In all years of the grant's period of performance, for both the Hiring of Firefighters and the Recruitment and Retention of Volunteer Firefighters Categories, grantees must submit quarterly performance reports as well as a final performance report at grant closeout. Payments are requested online using the automated system and payments are based on actual expenses incurred during the period covered by the payment request. Quarterly performance reporting is required even if the grantee has not requested funding within the quarter.

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report (e.g., closeout report) within 90 days after the end of the period of performance. After these reports have been reviewed and approved by FEMA, grantees are given an official notice that the closeout has been accepted and completed. Any remaining grant funds are de-obligated. The grantee is responsible for returning any funds that have been drawn down but remain unspent.

7. Administer the grant in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200.
8. Follow the audit requirements of OMB Circular A-133 or 2 CFR Part 200, Subpart F (as applicable) which require a non-federal entity that expends \$500,000 or more in federal funds during its fiscal year for fiscal years beginning prior to December 26, 2014 and \$750,000 or more in federal funds during its fiscal year for fiscal years beginning on or after December 26, 2014 to have a single or program-specific audit conducted for that year (for more information, see Section VI(C)(i) of this FOA and 2 CFR Part 200).
9. Notwithstanding any provision of other laws, firefighters hired under these grants shall not be discriminated against, or be prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.
10. Homeland Security Presidential Directive-5 requires that, beginning October 1, 2005, all recipients of federal preparedness funds (including recipients of federal grants and contracts) adopt the National Incident Management System (NIMS) as a condition for the receipt of the federal funds. Recipients of FY 2014 SAFER Grants will be considered to be in compliance with the NIMS requirement if the grantee:
  - a) Has an operational knowledge of the Incident Command System (ICS)
  - b) Has an understanding of NIMS' principles and policies
  - c) Agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, etc., passed down by the local or state authorities with respect to incident management.

Responders who have already been trained in ICS do not need retraining if their previous training is consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their compliance with the NIMS/ICS requirements as part of their grant closeout process. Grantees may contact their State Emergency Preparedness Officer or State Fire Marshal for local NIMS compliance requirements.

11. To the extent possible, grantees should seek, recruit, and appoint women and members of racial and ethnic minority groups to increase their ranks within the applicant's department (see eligibility requirements).
12. FEMA strongly encourages applicants, to the extent practicable, to seek, recruit, and hire military veterans to increase their ranks within their departments. In FY 2014, all SAFER Applicants who have a policy in place addressing their intent to implement strategies to recruit military veterans will receive higher consideration.
13. Equipment Marking: Awardees must use, manage, and dispose of any equipment purchased with SAFER Grant funds in a manner that is consistent with the requirements of 2 CFR § 200.313. Awardees may consider marking equipment in the manner of "purchased with funds provided by the US Department of Homeland Security" to facilitate their own audit processes, as well as federal audits and monitoring visits, which may result from receiving federal funding.
14. Grantees may use their own procurement procedures, which reflect applicable state and local laws and regulations, provided their procurements conform to the Federal Grant Procurement Standards located at 2 CFR § 200.317 through 2 CFR § 200.326.

Grantees who fail to adhere to their own procurement policy, or otherwise fail to fully comply with the federal laws and standards regarding purchases involving federal funds, may be subject to questioning and subsequently disallowed costs.

Through audits conducted by the Department of Homeland Security's Office of Inspector General (OIG) and the AFG Program Office grant monitoring, findings have shown that some AFG Recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Below, we highlight the federal procurement requirements for fire department, State Fire Training Academy, and nonaffiliated EMS organization grantees when procuring goods and services with federal grant funds. DHS will include a review of grantees' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with applicable Federal regulations in effect at the time a grant is awarded to a grantee.

Competition: All procurement transactions shall be conducted in the following manner:

- Provides open and free competition
- Promotes competition and ensures advantageous pricing

**NOTE:** In addition to following applicable federal regulations in effect at the time a grant is awarded to a grantee, grantees must also follow their own written procurement procedures as well as all applicable state and local laws and regulations.

**NOTE:** AFG will consider acquisitions by a grantee who has formally adopted internal or governing policies and authorizes acquisitions through prequalified lists of persons, firms, or products which are used in acquiring goods and services, e.g., Government Services Administration (GSA) schedule or cooperative or group purchasing, as having satisfied AFG Program requirements for competition, so long as those prequalified lists are current and include qualified sources to ensure maximum open and free competition. Also, the grantee must not preclude potential bidders from qualifying during the solicitation period. AFG will consider existing previously bid or state contracts ("tag along" contracts) to satisfy federal requirements for competition so long as they also confirm to the applicable federal procurement regulations in effect at the time the grant is awarded.

**NOTE:** Grantees who fail to adhere to their own procurement policy, or otherwise fail to fully and openly compete any procurement involving federal funds, may find that their expenditures questioned and subsequently disallowed.

**NOTE:** To the greatest extent possible, the AFG Program recommends that the use of federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States.

**NOTE:** Grantees must provide FEMA with written notification of their intent to utilize a non-competitive procurement process for the acquisition of AFG-funded products or services. Examples of non-competitive procurements include, but are not limited to, the use of sole source procurements and specifying products or services by brand name.

### **Documentation**

At a minimum, grantees are required to maintain and retain the following:

- Backup documentation, such as bids and quotes;
- Cost/price analyses on file for review by federal personnel; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a grantee.

The required documentation for federally funded purchases should include the following:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

**NOTE:** Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed.

**Specifications:** When creating your bid specifications, and prior to being sent to the prospective bidders, you should ensure the following:

- Bids and specifications are not proprietary to any one product or manufacturer.
- Applicable federal regulations in place at the time a grant is awarded are followed.
- In-state or local geographical preferences are not imposed in the evaluation of bids or proposals.
- Product information is obtained from vendors in order to be more informed about the items they plan to purchase.
- Specifications obtained from vendors for any solicitation with federal grant funds are not used if the specifications would be found to be restrictive.

**NOTE:** Vendors and manufacturers may provide product and technical information to grantees for consideration. The applicants may use this information during the grantees' product evaluation and drafting of solicitation specifications. However, vendors and manufacturers that develop or draft

specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

Grantees may not use the vehicle(s) being awarded as collateral for any type of financial loan(s). Any grantee activity that encumbers or clouds the title of an awarded vehicle may result in actions:

- By FEMA or other federal agencies to modify or revoke the award
- That may include federal actions to claim or seize awarded vehicle
- Debarment and Suspension.\*

*\* Executive Orders 12549 and 12689 provide protection from fraud, waste, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal Government.*

### **Personal and Organizational Conflicts of Interest**

The grantee must adhere to standards of conduct and avoid conflicts of interest when procuring goods or services with federal grant funds in accordance with applicable federal regulations in effect at the time a grant is awarded to a grantee.

The grantee must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee.

**NOTE:** For the purposes of this program, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the grantee. As such, no volunteer or member of an organization or anyone involved in the application for funding can participate in, or benefit from, the procurement if federal funds are involved.

Grantees that purchase items with grant funds from vendors who employ any of their volunteers/members will have to document how they avoided a *Conflict of Interests* during the procurement process (i.e., specific details regarding how the members/volunteers removed themselves or how they were prevented from participating in the process). Grantees may be required to provide this documentation upon request. Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed. Remember that FEMA reserves the right to request and review any and all bids/spec prior to purchase. Grantees may be subject to an audit after award.

## Appendix D: Glossary

The following definitions apply to SAFER Grants.

**Attrition:** A gradual reduction in work force without firing of personnel, as when workers resign or retire and are not replaced.

**Automatic-aid:** An agreement whereby fire departments are dispatched simultaneously on the initial alarm or where fire departments participate in closest-unit response dispatching.

**Benefits:** Includes regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, etc.

These costs are absorbed by all organization activities in proportion to the relative amount of time or effort actually devoted to each. Employer contributions or expenses for social security, employee insurance, workmen's compensation, pension plan costs, and the like, whether treated as indirect costs or as direct costs, shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable. Overtime expenses, other than those meeting FLSA requirements, are *not* eligible as benefits costs.

**Career Fire Department:** A fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a combination fire department for the purposes of this program).

**Combination Fire Department:** A fire department that has paid firefighting personnel and volunteer firefighting personnel. At a minimum, a combination fire department must have at least one active firefighter who receives financial compensation for services (including paid-on-call) and/or at least one active firefighter who does not receive financial compensation for services, other than life, health, and workers' compensation insurance.

**Emergency Medical Services Organization:** A public or private organization that provides direct emergency medical services, including medical transport.

**Fire Department:** An agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

**Firefighter:** An individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

**Formal Layoff Notice:** Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment.

The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking

action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary as well as provide the anticipated schedule of layoffs. For the purposes of the SAFER Program, a notice that is not executed within the specified terms will be considered void unless an additional notice is provided within 14 days of the original action date.

**Initial Full Alarm Assignment:** Personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

**Majority Career:** A department is considered majority career if 50 percent or more of the active firefighting membership is salaried staff.

**Majority Volunteer:** A department is considered majority volunteer if more than 50 percent of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

**Mutual-aid:** An agreement whereby assisting fire departments are dispatched into another fire department's jurisdiction only when the first-arriving unit on a scene calls for assistance, or when specially requested by dispatch.

**National, State, Local, or Tribal Organizations that Represent the Interests of Volunteer Firefighters:** Organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

**Nominal Stipend:** A stipend is nominal if it does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full time firefighters on their payrolls may compare the stipend to the salary they pay a full time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full time firefighter in a neighboring jurisdiction, elsewhere in the state, or ultimately the nation, and may also utilize data from the Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions.

**Operational Budget:** The budget supporting fire-related programs and/or emergency response activities (salaries, maintenance, equipment, apparatus, etc.).

**Paid-on-Call:** Firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is comprised of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. *Also refer to the definition of a **nominal stipend**.*

**Part-Time Firefighter:** A firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared

assignment to be a Full-time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

**State:** Any of the 50 states, the District of Columbia, Puerto Rico, the US Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

**Staffing and Deployment:** The minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

**Volunteer Fire Department:** A fire department that has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. FEMA considers a department to be majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services.

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE  
CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER  
FOR THE FIRE DEPARTMENT HEADQUARTERS PARKING  
LOT PROJECT IN AN AMOUNT OF TWELVE THOUSAND  
FIVE HUNDRED DOLLARS (\$12,500.00), FOR A TOTAL NOT  
TO EXCEED AMOUNT OF TWELVE THOUSAND FIVE  
HUNDRED DOLLARS (\$12,500.00), AND FOR A ONE YEAR  
TERM TO COMMENCE FEBRUARY 15, 2015 AND EXPIRE  
FEBRUARY 14, 2016**

**WHEREAS**, the City of Hoboken published RFP's for general municipal engineering services, in accordance with the City's public contracting regulations and the State's Fair and Open Process; and,

**WHEREAS**, the Administration evaluated the proposals provided in response to said RFP, and the Administration and City Council included T&M Associates on the CY2015 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that T&M Associates can provide the City with the most effective and efficient Engineering services for the Fire Department Headquarters Parking Lot Project, in accordance with their attached proposal; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award a contract to T&M Associates for the City's Engineering for the Fire Department Headquarters Parking Lot Project, in accordance with their attached proposal, for a total contract amount of Twelve Thousand Five Hundred Dollars (\$12,500.00), with a one (1) year term to commence on February 15, 2015 and expire on February 14, 2016; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,500.00 is available in the following temporary appropriation 5-01-31-461-000 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015 budget; 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 Twelve Thousand Five Hundred Dollars (\$12,500.00), with a one (1) year term to commence on February 15, 2015 and expire on February 14, 2016, for the Fire Department Parking Lot Project, in accordance with the attached proposal, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of T&M's attached proposal shall govern the contract, and no changes

- may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
  4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
  5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

T&M Associates  
Middletown, New Jersey

**Reviewed:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

**Approved as to Form:**

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

**Meeting Date: March 4, 2015**

Councilperson	Move	Second	Yea	Nay	Abstain	No Vote
Ravinder Bhalla						
Theresa Castellano						
Peter Cunningham						
James Doyle						
Jen Giattino						
Elizabeth Mason						
David Mello						
Tim Occhipinti						
Michael Russo						



YOUR GOALS. OUR MISSION.

HOBK-00070

February 24, 2015

Mr. Quentin Wiest  
Business Administrator  
Hoboken City Hall  
94 Washington St.  
Hoboken, NJ 07030

**Re: Proposal for Professional Services for the design of the  
Fire Department Headquarters Parking Lot Resurfacing**

Dear Mr. Wiest:

Pursuant to your request, we are pleased to present our proposal for design services for the resurfacing of the parking lot at the Fire Department Headquarters at 201 Jefferson Street. Below is a detailed description of the project, our intended scope of design services and our proposed fee to provide these services.

**Scope of Work**

Based on a site visit with the Fire Department Chief and communication with your office, it is our understanding that the project will consist of the following improvements:

- Regrading of the existing gravel parking lot.
- Based on the existing topography of the lot, it is expected that a portion of the resurfaced parking lot will be graded to direct stormwater runoff towards Second Street and a portion will be directed to a new drainage inlet at the rear of the property. This new drainage inlet will be connected via a new pipe to the existing drainage system on Jefferson Street. A new inlet or manhole will be provided at the point of connection in Jefferson Street. The areas of existing sidewalk and concrete driveway disturbed will be restored.
- Removal of the existing chain link fence and posts along the property frontage on Second Street.
- Resurfacing with new asphalt (base and surface courses) the entire existing gravel parking lot. The proposed resurfacing will extend to the property limits. *It is assumed that the City will provide a boundary survey of the property and/or indicate the limits of the property.*

Based on the scope and size of the project, a soil erosion and sediment control permit is not anticipated for this work and the preparation of a permit has not been included in this fee proposal.

**Design Services**

Based upon the above scope of work, the following is a description of the services we will provide:

- a. Attend a preliminary site meeting with the Fire Department to review the proposed improvements.



- b. Discuss the proposed improvements with the City's LSRP and the need to identify any monitoring wells that are on the site or are proposed. *It is assumed that no environmental permits are required and the identification, preparation or filing of any permits is not included in this scope of services.*
- c. Perform a site visit to identify the existing features of the property.
- d. Perform a limited topographic survey of approximately 50 survey shots to identify the existing drainage pattern of the property.
- e. Prepare a base map with tax map accurate right-of-way lines shown.
- f. Design the proposed paving, drainage and grading improvements for the parking lot.
- g. Prepare standard construction details and technical specifications to conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction.
- h. Prepare final plans, specifications and a construction cost estimate for submittal to the City for review and attend a final plan review meeting.
- i. Prepare the bid advertisement and coordinate the publishing with the City's three (3) newspapers and arrange to have the bid documents sold from our office.
- j. Answer questions that arise during the bidding phase of the project, either from City Officials or prospective bidders.
- k. Assist the City with the bid review process including an evaluation of the bid submissions and prepare a bid tabulation sheet comparing the bids received, review the credentials of the prospective contractors, and prepare a recommendation for award letter.

### **Proposed Fee**

Based on our proposed scope of work for design services discussed above we propose a not to exceed fee of **\$12,500**. The effort for our professional services will be billed monthly in accordance with our current billing rate schedule. If additional services are required outside of the scope listed above, we will prepare a separate proposal for consideration and no additional work will commence without written authorization from the City.

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this Proposal. We look forward to **working with you and members of your staff** in the future.

Very truly yours,  
T&M ASSOCIATES

A handwritten signature in black ink, appearing to read 'Jaclyn Flor', written over a horizontal line.

JACLYN FLOR, P.E., P.P., CME  
SUPERVISING ENGINEER/PLANNER

K:\HOBK\00070\Correspondence\Wiest\_PB\_Firehouse Parking Lot Paving Proposal.docx

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CHANGE ORDER (#1) TO THE CONTRACT TO REGGIO  
CONSTRUCTION FOR (BID 14-17) ROAD RESURFACING PROJECT – PROJECT B, IN AN  
INCREASED AMOUNT NOT TO EXCEED \$23,790.00 (2.77 % INCREASE) FOR A TOTAL  
NOT TO EXCEED AMOUNT OF \$882,342.69**

**WHEREAS**, the City of Hoboken previously awarded a contract for Road Resurfacing Project B (Bid 14-17) to Reggio Construction; and,

**WHEREAS**, the City has modified its standard bollard specification to a vehicle-resistant, bendable bollard to keep vehicles from parking in designated “No Parking” areas; and

**WHEREAS**, the City wishes to provide for the installation of the new bollard throughout the project area; and

**WHEREAS**, the Administration intends to continue to use Reggio Construction for said services and provisions; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Road Resurfacing Project B to Reggio Construction for a total increase in the contract amount by Twenty Three Thousand Seven Hundred Ninety Dollars and Zero Cents (\$23,790.00), which constitutes a 2.77 % increase, for a total not to exceed amount of Eight Hundred Eighty Two Thousand Three Hundred Forty Two Dollars and Sixty Nine cents (\$882,342.69) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the T&M Engineering Change Order Request, dated February 11, 2015; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$23,790.00 is available in the following appropriation C-04-60-714-110 in the capital 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 capital budget or the capital/trust 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 change order (#1) be authorized to the contract for Road Resurfacing Project B to Reggio Construction for a total increase in the contract amount by Twenty Three Thousand Seven Hundred Ninety Dollars and Zero Cents (\$23,790.00), which constitutes a 2.77 % increase, for a total not to exceed amount of Eight Hundred Eighty Two Thousand Three Hundred Forty Two Dollars and Sixty Nine cents (\$882,342.69) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the T&M Engineering Change Order Request, dated February 11, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced engineering correspondence shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter 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 information herein.
6. The Administration shall be authorized to issue a warrant in payment of the full amount of this change order, to Reggio Construction, and this authorization shall be in lieu of the requirement that the Administration obtain Council authorization of a claim prior to issuance of payment.

**Meeting date: March 4, 2015**

**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				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				



YOUR GOALS. OUR MISSION.

HOBK-00031

February 11, 2015  
VIA REGULAR MAIL AND EMAIL: [smarks@hobokennj.gov](mailto:smarks@hobokennj.gov)

Stephen D. Marks, PP, AICP, CFM, LEED GA  
Municipal Manager  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

**Re: Change Order No. 1**  
**2014 Road Resurfacing Program, Project B**  
**City of Hoboken**

Dear Mr. Marks:

Enclosed herewith please find four copies of Change Order No. 1 which increases the original contract amount for Reggio Construction, Inc. from \$858,552.69 to \$882,342.69, resulting in a net increase of \$23,790.00. The following is a summary of the proposed change order:

**Reductions**

- *Item #35 – Flexible Reflective Bollard*  
Decrease from 122 units to 0 units  
122 units @ \$105.00 per unit = \$12,810.00 decrease

Reason: The City has requested that the specified bollards be eliminated from the contract. The City has modified their standard bollard selection to a vehicle resistant, bendable bollard to keep vehicles from parking in designated “No Parking” areas.

**Supplemental Items:**

- *Item S-1 – Contract Completion Date Extended to May 22, 2015.*

Reason: Based upon the “Notice to Proceed” the contractor was to complete all work by March 15, 2015. Due to the shutdown of the project due to the winter season, the contractor was due additional time to complete the project. There is no cost differential for this item.

- *Item #S-2 – Supply and Install X-Last Bendable Bollard*  
122 units @ \$300.00 per unit = \$36,600.00

Reason: Item 35 – Flexible Reflective Bollard has been eliminated from the contract and the City has modified their standard bollard selection to a vehicle resistant, bendable bollard to keep vehicles from parking in designated “No Parking” areas.

Pursuant to the above, we hereby recommend that Change Order No. 1 for Reggio Construction, Inc. be placed on the agenda for approval at the next available Council Meeting.



YOUR GOALS. OUR MISSION.

Sheet 2  
HOBK-00031  
February 11, 2015

To: Stephen D. Marks, PP, AICP, CFM, LEED GA  
Re: Change Order No. 1  
2014 Road Resurfacing Program, Project B  
City of Hoboken

If you have any questions or require additional information, please contact me at 732-865-9527.

Very truly yours,

T&M ASSOCIATES

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LOUIS A. TEDESCO, P.E., C.M.E., C.P.W.M.  
PROJECT MANAGER

Enclosures as Noted

H:\HOBK\00031\Correspondence\Marks CO No. 1 2-11-15.docx

CHANGE ORDER NO. 1

DATE: February 11, 2015  
PROJECT: 2014 Road Resurfacing Program - Project B  
OWNER: City of Hoboken  
CONTRACTOR: Reggio Construction, Inc.

**DESCRIPTION OF CHANGE:**

**REDUCTIONS:**  
Item 35 is reduced to reflect as-built quantity

**EXTRA:**

**SUPPLEMENTARY:**  
S-1 Contract Completion Date Extended to May 22, 2015  
S-2 Supply and Install X-Last Bendable Bollard

APPROVAL RECOMMENDED:

*S.J. Shallcross*  
STEPHEN J. SHALLCROSS

ACCEPTED:

CONTRACTOR:  
Reggio Construction, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$12,810.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$36,600.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$36,600.00	\$12,810.00
NET CHANGE THIS CHANGE ORDER	\$23,790.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$36,600.00	\$12,810.00
NET CHANGE IN CONTRACT	\$23,790.00	\$0.00

ORIGINAL CONTRACT BID PRICE \$858,552.69

CHANGE ORDERS TO DATE \$23,790.00

REVISED CONTRACT PRICE \$882,342.69

PROJECT: 2014 Road Resurfacing Program - Project B

OWNER: City of Hoboken

CONTRACTOR: Reggio Construction, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
REDUCTION	35	Flexible Reflective Bollard	122.00	UN	\$105.00	\$12,810.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					\$0.00	

A. TOTAL REDUCTIONS \$12,810.00

EXTRA						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					\$0.00	

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-1	Contract Completion Date Extended to May 22, 2015	1.00	LS	0.00	\$0.00
	S-2	Supply and Install X-Last Bendable Bollard	122.00	UN	\$300.00	\$36,600.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					\$0.00	

C. TOTAL SUPPLEMENTARY \$36,600.00

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**THIS RESOLUTION APPROVES THE LICENSE  
APPLICATIONS OF THE BELOW LISTED LIGHT AND  
HEAVY TOWING SUPPLY COMPANIES FOR A TERM TO  
COMMENCE AT 1200H ON JANUARY 1, 2015 AND  
TERMINATE AT 1200H ON DECEMBER 31, 2015**

**WHEREAS**, the City Code, at Chapter 184, allows the City to authorize both heavy and light duty towing licenses to qualified, responsive applicants; and,

**WHEREAS**, the City of Hoboken has received responsive applications from the following towing service providers who have certified to their qualifications in their applications:

<b>Provider</b>	<b>Heavy Tow License</b>	<b>Light Tow License</b>
Johns Main Auto Body 1445 Union Turnpike North Bergen, NJ 07047	Yes	Yes
Tumino's Towing Inc. 5419 Tonnelle Avenue North Bergen, NJ 07047	Yes	Yes
Logan Towing Inc. 45 Lewis Avenue Jersey City, NJ 07306	Yes	Yes
New Jersey Towing 309 5 <sup>th</sup> Street Union City, NJ 07087	No	Yes

**WHEREAS**, the grant of each above listed license shall be at all times subject to the continuing obligations and regulations found in the Hoboken City Code, as well as any and all state and federal regulations applicable to such services;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the above listed towing service providers be provided with heavy and/or light duty towing licenses for a period to commence retroactively at 1200H on January 1, 2015 and terminate at 1200H on December 31, 2015, subject to the following:

- a) The licenses granted herein are at all times subject to all applicable local, state and federal laws, including without limitation Chapter 184.
- b) If any of the information provided during the application process is found to be untruthful or false, or shall become false during the course of the license, the license granted may be summarily revoked.
- c) All licensees shall maintain compliance with all applicable affirmative action laws, rules and regulations during the period of the license, and shall indemnify

the City of Hoboken for any damages, costs and fees resulting from alleged violations.

**Reviewed:**

**Approved as to Form:**

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Quentin Wiest  
Business Administrator

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Melissa Longo, Esq.  
Corporation Counsel

**Meeting Date: March 4, 2015**

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

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. :\_\_\_**

**RESOLUTION TO AUTHORIZE AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH  
FLORIO KENNY AS SPECIAL LEGAL COUNSEL- OUTSTANDING LITIGATION (FROM CY2014 AND  
CY2013) TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2015 WITH NO CHANGE IN THE  
NOT TO EXCEED AMOUNT**

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

**WHEREAS**, in CY2013, CY2014, and CY2015, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Florio Kenny responded to, and having performed the function of special counsel on the outstanding matters, Florio Kenny has specialized knowledge and special skills which are necessary for the proper and effective continuation of representation in the outstanding matters during CY2015; and,

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

**WHEREAS**, certification of funds is not required for this resolution.

**NOW THEREFORE, BE IT RESOLVED**, (*a majority of the full council concurring*) that the contract with Florio Kenny to represent the City as Special Legal Counsel- Outstanding Litigation be extended, for a term to expire December 31, 2015, without increasing the not to exceed amount (there is \$2,388.19 remaining appropriated from the original NTE amount of \$10,000.00 as of 2/25/2015); and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: Florio Kenny shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

**BE IT FURTHER RESOLVED**, this contract shall cover outstanding litigation only, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

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

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

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

**Reviewed:**

**Approved as to Form:**

---

Quentin Wiest  
Business Administrator

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Melissa Longo, Esq.  
Corporation Counsel

**Meeting Date: March 4, 2015**

Councilperson	Move	Second	Yea	Nay	Abstain	No Vote
Ravinder Bhalla						
Theresa Castellano						
Peter Cunningham						
James Doyle						
Jen Giattino						
Elizabeth Mason						
David Mello						
Tim Occhipinti						
Michael Russo						

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. :\_\_\_**

**RESOLUTION TO REFUND HANDICAPPED PARKING APPLICATION FEE TO APPLICANT  
CARMELINA DONES IN THE AMOUNT OF \$125.00 EACH**

**WHEREAS**, The Subcommittee for Handicapped Parking denied approval;

**NOW, THEREFOR, BEIT RESOLVED**, by the Council of the City of Hoboken, that warrant be draw on the City Treasure to the order of the following sum opposite the name as reimbursement for handicapped parking fees:

<b>NAME</b>	<b>ADDRESS</b>	<b>AMOUNT</b>
<b>Carmelina Dones</b>	<b>232 Harrison Street Apt. 1A</b>	<b>\$125.00</b>

**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, Corporation Counsel, and the CFO for action, including a warrant for payment to the above mentioned individual, in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

**Meeting date: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				



Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO MARANO & SONS AUTO SALES INC  
FOR THE PROVISIONS OF TWO (2) 2014 JEEP COMPASS SPORT 4WD IN  
ACCORDANCE WITH THE CITY'S BID NO. 15 - 07 IN THE TOTAL AMOUNT OF  
\$35,551.00**

**WHEREAS**, proposals were received for Bid Number 15-07 for the provisions of two (2) 2014 Jeep Compass Sport 4WD for the HPU; and,

**WHEREAS**, one (1) bid was received, which was fully responsive, as follows:

<u>VENDOR</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
Marano & Sons Auto Sales Inc 507-13 South Avenue Garwood, New Jersey 07027	\$17,775.50	\$35,551.00

**WHEREAS**, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods and services specified in Bid No. 15-07, and Marano & Sons Auto Sales Inc. submitted a responsible, and responsive bid for the unit and extended price,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$35,551.00 is available in the following appropriations: 5-31-55-740-100 in the CY2015 temporary appropriations; 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 CY2015; 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 as follows:

- A. This resolution awards a contract to Murano & Sons Auto Sales Inc. for two 2014 Jeep Compass Sport 4WD vehicles, pursuant to the unit price proposed, for two (2) units, under Bid No. 15-07, in the total amount of Thirty Five Thousand Five Hundred Fifty One Dollars (\$35,551.00).
- B. A warrant may be drawn in the total amount of the contract, and delivered to the vendor immediately upon passage of this agreement, and said warrant shall be payable and deliverable to the vendor without further action of the council, in exchange for delivery in full of the goods contracted for hereunder.
- C. If the contract, as awarded pursuant to Bid 15-07 by the City of Hoboken, is not executed by the vendor within 21 days of adoption of this award, the City may

cancel this award and rebid the contract.

- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid or Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

**Meeting date: March 4, 2015**

**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				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				

**Bid Proposal**

**Bid Number: 15 - 07**

**2 EACH USED 2014 JEEP COMPASS SPORT 4WD  
(Or Equivalent)**

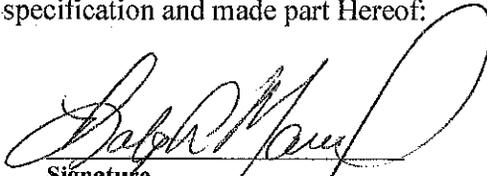
The undersigned proposes to furnish and deliver the goods/services pursuant to the bid specifications and made part hereof:

QTY	Description	Unit Price	Extended Price
2 EA	<u>2014 Jeep Compass</u>	<u>\$17,775.50</u>	<u>\$35,551.00</u>
Total Bid Price			<u>\$35,551.00</u>

---

(Total Bid price in Words)

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

  
Signature  
Ralph Marano Jr.  
Print Name

2-16-15  
Date  
V. PRES.  
Title/Position

---

Bidder/Company  
MARANO + SONS AUTO SALES INC.  
Company Address  
908-789-0555  
Telephone # 908-789-1792  
Fax #  
maranosons@verizon.net  
Email Address \_\_\_\_\_  
PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MARANO & SONS AUTO SALES, INC.

**Trade Name:**

**Address:** 507-513 SOUTH AVE  
GARWOOD, NJ 07027-1236

**Certificate Number:** 0468804

**Effective Date:** June 28, 1982

**Date of Issuance:** November 11, 2013

**For Office Use Only:**

2013111121242907

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. :\_\_**

**RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED SOFTWARE AGREEMENT BETWEEN SEAMLESS DOCS AND THE  
CITY OF HOBOKEN**

**WHEREAS**, the City wishes to enter into the attached agreement with Seamless Docs, for document control and compilation software, in accordance with the attached agreement; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4950.00 is available in the following appropriation account \_\_\_\_\_ in the CY2015 temporary appropriation; 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 CY2015 budget; 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 is authorized to enter into the attached agreement with Seamless Docs which provides for a license to utilize the vendor's document control and compilation software; and

**BE IT FURTHER RESOLVED**, this agreement shall be for a sum certain and the services therein authorized at that sum certain amount, and any change in the sum certain shall be subject to the City Council's prior approval of an amendment to the contract, and the Council properly and adequately appropriating funds, which shall be at the Council's sole discretion, and no damages shall accrue to the vendor for services proposed and/or rendered which are not approved as part of this resolution;

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

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

**Meeting date: March 4, 2015**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				

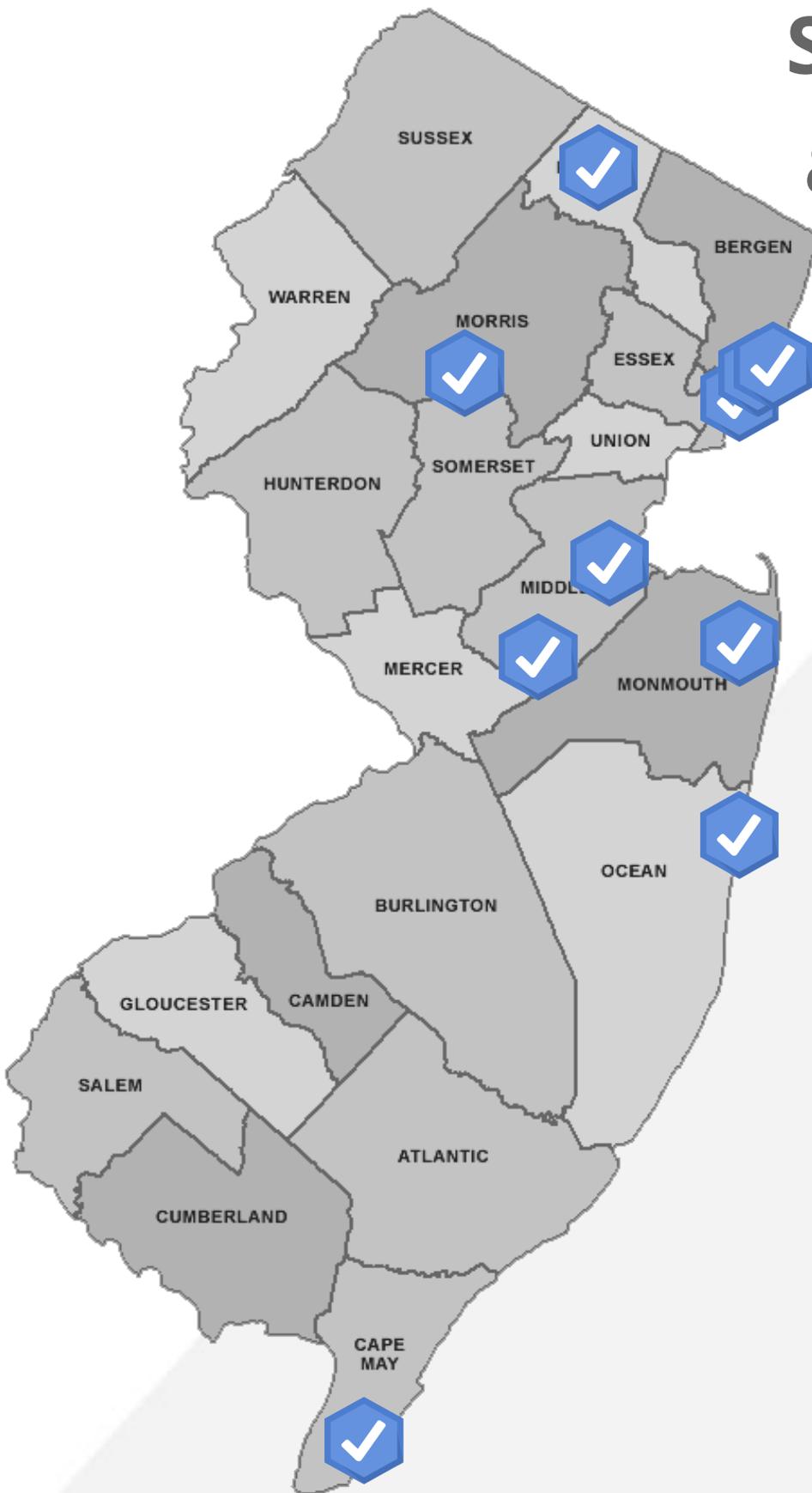


seamless **docs**

## **SeamlessGov Proposal**

The **Future** in Government Forms

# SeamlessGov & New Jersey



Hoboken

# Exclusive Proposal

This proposal, and any attachments or links, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at [seamlessdocs.com](https://seamlessdocs.com). If you are not the intended recipient, please disregard this proposal.



Prepared For: **Juan Melli of Hoboken, NJ**



Prepared By: **Walsh Costigan of SeamlessGov**

# Overview

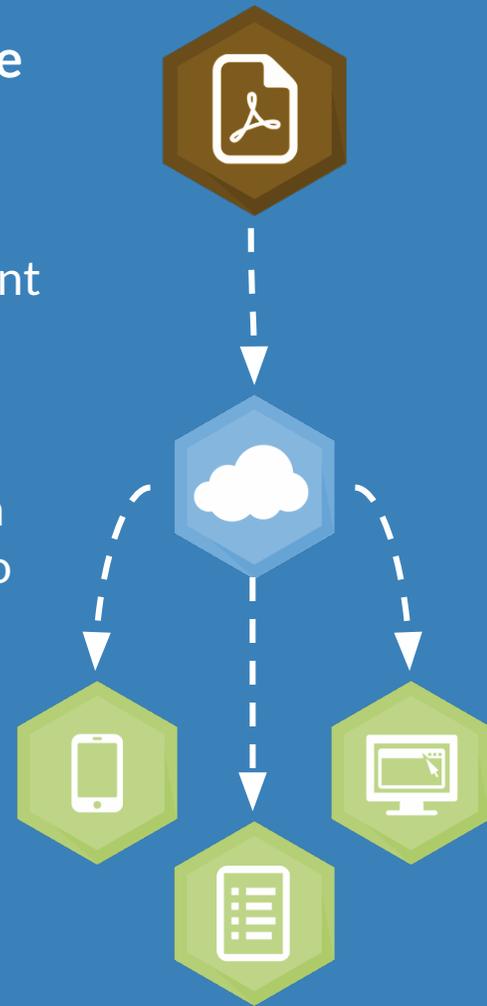
## Comprehensive Forms Engine and eSignature Platform

SeamlessDocs, the parent to SeamlessGov, was founded to help governments become more efficient and effective organizations by streamlining the entire form process, from creation to storage. The platform turns simple forms into smart automated business processes. Our form specialists work with your government to help you use our technology to "seamlessly" become paperless.

SeamlessGov exclusively works with the governments (federal, state, local). We specialize in solving paperless & efficiency initiatives across all departments and for any forms process.

We are also proud members of the government accelerator Code for America whose mission is to empower civic innovation.

Whether you want to convert existing paper forms, create new web forms or surveys, or easily electronically sign documents, the SeamlessDocs platform will be the solution for your organization.



**CODE** *for*  
AMERICA

# Hoboken & SeamlessGov

*“We want to turn Hoboken into the tech hub of N.J.”  
- Mayor Zimmer*

Hoboken’s citizens will be able to submit any form, permit and application **24/7 to the city hall**. Staff will never process any forms without all required information, attachments, and **payments**.

Automated internal forms allow more time to achieve initiatives and allocate resources to the city. For example, automate your **Time Sheets, Purchase Orders, Inspections, Police Reports, and HR forms!**

As Hoboken moves forward in fulfilling its mission and pursuing its vision, the organization is committed to upholding its organizational values which include: **Sustainability & Innovation**, Optimism & Friendliness, **Public Service & Engagement**, Responsibility & Accountability, Integrity & Ethics, Diversity & Inclusion, and **Excellence in Everything**.



**Save citizens’ time. Save staff’s time.**



**Bring in more revenue online.**



**Make Hoboken a leader in innovative technology.**

*With SeamlessGov, Hoboken can move forward in fulfilling Mayor Zimmer’s mission to simplify all business processes, and make them accessible through the City’s website.*

# Seamless Benefits

By 2020, 1 in 3 Government transactions will be digital.



## Online Forms

Allowing staff & citizens to fill out, eSign, pay, and actually submit ANY type of form from the web, tablet, or smartphone.



## Creating Forms

An easy to use drag & drop form builder, allowing you to build robust forms & surveys to effectively collect data.



## Cost Effective

Reduce amount of funds that are budgeted to operating expenses (paper, printers, scanners & legacy outdated solutions)



## Efficiency

From creation of forms to storage & management, we automate the entire process of handling forms.



## Going Green

Eliminates the dependence on paper both for your citizens & staff. **You never have to print paper forms again!**



## Security

Increased level of security for completing & submitting forms, in addition to a more secure records management solution.



## Service

Constituents will receive a higher level of service that includes not only faster approval, but improved response times.



## Productivity

Staff will spend less time completing medial, time intensive paperwork tasks like data entry and scanning paper forms.

# Why SeamlessGov?



## More Cost Effective

- ✓ Save \$4,000 on annual paper savings.
- ✓ Save \$15,000 annually by eliminating excess legacy softwares.
- ✓ Save \$5,000 on printing, scanning, faxing services annually.
- ✓ Save 200 hours on labor annually.
- ✓ Save \$150 per misfiled form



## Improved Time Efficiency

- ✓ Eliminate (avg) 25 hours/week (per department) of data entry.
- ✓ 24/7 access to all forms from smartphone, tablet or computer.
- ✓ Reduce time for document approval from days to hours.
- ✓ Increased production for your entire staff.
- ✓ Better experience. No need to download, print, scan or fax.



## Increased Security & Compliance

- ✓ Real time access allows for the security & tracking of all forms.
- ✓ Fulfill paperless reduction mandates & initiatives.
- ✓ Full security methods with audit logs & activity feeds.
- ✓ Fully compliant with 508 requirements.
- ✓ Increased transparency for completed forms and data.
- ✓ Increased workflow oversight aimed at optimized productivity.

# Pricing Proposal

## Annual Licensing Fees

SeamlessDoc Package Type:	30 Forms	
 # of SeamlessDocs	25	<b>INCLUDED</b>
 # of Web Forms	5	<b>INCLUDED</b>
 # of Submissions	Unlimited	<b>INCLUDED</b>
 # of Admin Users	3	<b>INCLUDED</b>
 Virtual Training Sessions and Support	Unlimited	<b>INCLUDED</b>



**\$4,950**

Included free with your SeamlessDocs Package is Unlimited eSignatures, Yearly Account Management, the SeamlessDoc PDF Viewer, Phone, Email & Chat Support, and a Dedicated Account Manager!

## Upgrades & Add Ons

 Payment Integration (one time)	Optional	<b>\$2,500</b>
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Start collecting payments directly from your form submissions. Set up an integration between your payment gateway. Use any payment provider or we will help you find one!

 Private Labeling (one time)	Optional	<b>\$1,500</b>
--	----------	----------------

Rather than going to a URL like **government.seamlessdocs.com/f/formname** you will have a private labeled address, like **docs.government/formname**.

 Additional Administrative Users (annual)	Optional	<b>\$500</b>
---	----------	--------------

Add additional admin or group users to your account. This includes the ability to set permissions on what certain users see once logged in.

Total Subscription Fees:	\$4,950
Custom Add Ons	\$0
Total Upfront Fees:	\$4,950
<b>Total Proposal</b>	<b>\$4,950</b>

# Pricing Quote (cont'd)

## Upgrades & Add Ons



Client Portal

Optional

**Inquire**

A way for your end citizens to login to SeamlessDocs and view the status of their form submission. This includes the ability to save and continue the process of filling out forms.



Full API Access

Optional

**Inquire**

Full access to the SeamlessDocs API which allows your development team to customize plug-ins and add-ons for your existing systems.



Database Integration

Optional

**Inquire**

We can set up integrations with any 3rd party database which includes both the PDF and/or a CSV file automatically be synced to your database.



Custom Email Query

Optional

**Inquire**

Allow staff members to select the next signer from a list of internal staff email directory.



On Site Training

Optional

**\$2,000**

In depth, hands-on training from a SeamlessDocs Expert for you and your team at your business. 1 full day of training with all of your users. **We will even buy lunch for the whole crew!**

Total Subscription Fees:

\$4,950

Custom Add Ons

\$0

Total Upfront Fees:

\$4,950

**Total Proposal**

**\$4,950**

# Implementation

Go Live with Smarter SeamlessDocs  
in Days, not Months.

**Phase 1: Discovery Call & Form Consulting**  
+ 1 Hour

**Phase 2: Account Setup & User Training**  
+ 1 Day

**Phase 3: SeamlessDoc Creation**  
+ 1 to 3 Business Days

**Phase 4: Account Customizations**  
+ 1 to 3 Business Days

**Implement: Go Live and Get Seamless!**

Getting started is that easy. You will receive a dedicated account manager that's sole purpose it to help you use SeamlessDocs to the best of its ability.

Our paperless pros have seen more forms than the USPS! We guarantee your satisfaction and we look forward to working with you and your forms.



# Agreement:

This Agreement is between:

 Organization Name	
 Street Address	
 City, State, ZIP	
 Primary Contact Name	
 Primary Contact Email	
 Billing Contact Name	
 Billing Contact Email	

and Bizodo Inc. dba SeamlessDocs ("SeamlessDocs") with an address of 214 W 29th Street, 5th Floor, New York, NY 10001.

## Payment Terms:

## Other Notes or Comments:

This Agreement is between the above Licensee and Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

## Hoboken Representative:

Signature	
Signer Name	
Title	
Date	

## Government Consultant:

Signature	
Signer Name	
Title	
Date	

## 1. LICENSE; LICENSEE OBLIGATIONS

### 1.1 LICENSE GRANT

Subject to the terms and conditions of this License Agreement (the "Agreement"), including without limitation the payment of any required license fees by, Bizodo Inc dba

SeamlessDocs ("SeamlessDocs"), grants to Licensee a non exclusive, non transferable license to use, for the purposes of the Licensee's internal professional use only: (i) SeamlessDocs's designated software in object code form only, whether accessed remotely via SeamlessDocs's Internet site (the "Site") or otherwise; (ii) any associated access data, such as a password or passphrase; and (iii) all related documentation (collectively referred to as the "Licensed Property").

### 1.2 RESTRICTIONS ON USE

Licensee acknowledges that the Licensed Property and their structure, organization, content, and source code constitute valuable intellectual property and/or trade secrets of SeamlessDocs and its suppliers. Licensee may provide access and/or the passwords/passcodes to the authorized user accounts and any sub accounts thereunder to any employee or authorized agent of the Licensee, but shall not provide its password(s) to, or otherwise provide access to the Licensed Property to, any other third party. Licensee shall not, and shall not permit any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Licensed Property; (ii) merge the Licensed Property with other software or other content, whether online or otherwise; (iii) sub-license, distribute, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Property to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Property; (v) remove or alter any notices in the Licensed Property; or (vi) otherwise use on any other equipment or copy the Licensed Property except as expressly permitted. Without limiting the foregoing, the restrictions on use of the Licensed Property shall apply to any Licensed Property supplied to SeamlessDocs by its suppliers.

### 1.3 ACKNOWLEDGEMENTS, WARRANTIES, & INDEMNITY

Licensee acknowledges and agrees that although the Site may include legal related information, no recommendations are being made by SeamlessDocs regarding Licensee's decisions related to any agreements, forms or related advice. Nothing on the Site or otherwise provided by SeamlessDocs constitutes, and Licensee should not consider anything on the Site or provided via SeamlessDocs to be, investment, accounting, tax, or legal advice. For any such advice, please contact Licensee's own financial advisors, accountants or attorneys regarding Licensee's individual circumstances and needs.

LICENSEE FURTHER REPRESENTS AND WARRANTS THAT:  
(1) LICENSEE WILL NOT HOLD OUT SEAMLESSDOCS AS AN

U.S. INVESTMENT ADVISERS ACT OF 1940 OR ANY OTHER APPLICABLE FEDERAL, STATE, LOCAL, OR TRIBAL LAW OR REGULATION ("ADVISERS ACTS"); (2) LICENSEE ASSUMES ALL RESPONSIBILITIES FOR ITS CLIENTS; AND (3) IF ANY "INVESTMENT ADVICE" (AS THAT TERM IS DEFINED UNDER THE ADVISERS ACTS) IS PROVIDED TO ANY THIRD PARTY, LICENSEE WILL ACT AS THE "INVESTMENT ADVISER" TO THAT PERSON AND COMPLY WITH ALL APPLICABLE LAWS AND OBLIGATIONS RELATED TO THAT ROLE. LICENSEE SHALL INDEMNIFY AND HOLD SEAMLESSDOCS, AND ITS AFFILIATES, TELECOMMUNICATIONS PROVIDERS, SERVICE PROVIDERS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEYS' FEES, DUE TO OR ARISING OUT OF (A) ANY BREACH OR ALLEGED BREACH BY LICENSEE OF ANY PROVISION UNDER THIS AGREEMENT OR THE APPLICABLE TERMS OF USE, (B) VIOLATION OF ANY THIRD PARTY RIGHTS, OR VIOLATION OF ANY APPLICABLE LAWS, IN EACH CASE, AS RESULTING FROM THE USE OF THE LICENSED PROPERTY.

### 1.4 FEES

In consideration for SeamlessDocs's performance under this Agreement, Licensee agrees to pay the amounts set forth on the Cover Page. All amounts due hereunder shall be due within forty five (45) days after invoice is received by Licensee for fees due under this Agreement. SeamlessDocs reserves the right to charge, and Licensee agrees to pay, a late charge equal to one and one half percent (1½%) per month on any amount that is not the subject of a good faith dispute that is unpaid on such amount's due date, and on any other outstanding balance. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee will be responsible for payment of all fees, duties and charges, and any related penalties and interest, arising from the payment of any fees or other charges hereunder, the grant of license rights hereunder, or the delivery of services; provided, however, that SeamlessDocs will be responsible for payment of all such taxes (other than taxes based on Licensee's income), fees, duties and charges, and any related penalties and interests, arising from payment of referral fees hereunder, if any, to Licensee.

## 2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall begin on the Effective Date and extend for a period of twelve (12) months. SeamlessDocs may terminate this Agreement in the event of a breach by the Licensee of any term or condition of this Agreement upon ten (10) days prior written notice (which may be provided via e-mail to the e-mail address provided by the Licensee), except in the case of a breach of Section 1.2 hereof in which case SeamlessDocs may terminate this Agreement immediately upon written notice. In addition, SeamlessDocs may terminate this Agreement immediately if the Licensee becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings. The

parties agree to enter into good faith negotiations regarding the terms and conditions of this agreement, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, divestitures or downsizing.

### **3. UPGRADES AND ENHANCEMENTS TO LICENSED PROPERTY**

During the term of this Agreement, SeamlessDocs may provide or make available to Licensee certain upgrades, bug fixes and the like which it makes generally available, at no additional charge (to the extent generally provided at no additional charge). Licensee agrees that SeamlessDocs may provide any of the foregoing by means of making a download available on its Internet site.

### **4. LIMITED WARRANTY**

For the term of the Agreement SeamlessDocs will immediately take commercially reasonable steps to modify or replace any Licensed Property which in either Parties judgment fail, when properly installed, to conform substantially to the functional specifications set forth in the applicable product user documentation found on the SeamlessDocs website. Alternatively, SeamlessDocs may at its option refund the license fee(s) paid by the Licensee or a ratable share of the license or access fee(s) paid under any master license or group access agreement, with the amount to be refunded in either case being proportionate to the license period during which the Licensed Property failed to conform.

SEAMLESSDOCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE TO INTELLECTUAL PROPERTY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LICENSED PROPERTY. THE WARRANTY SET FORTH IN THIS SECTION 4 DOES NOT APPLY WITH RESPECT TO ANY DEFECT, FAILURE OR NONCONFORMITY OF THE LICENSED PROPERTY RESULTING FROM IMPROPER INSTALLATION, NEGLIGENCE, ACCIDENT, UNREASONABLE USE, OR SERVICING OR MODIFICATION OF THE LICENSED PROPERTY BY ANYONE OTHER THAN SEAMLESSDOCS OR AN ORGANIZATION CERTIFIED BY SEAMLESSDOCS.

### **5. LIMITATION ON DAMAGES**

THE PROVISIONS OF SECTION 4 REPRESENT SEAMLESSDOCS'S SOLE WARRANTIES AND THE LICENSEE'S SOLE REMEDIES FOR ANY VIOLATION BY SEAMLESSDOCS OF ITS OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SEAMLESSDOCS'S LIABILITY TO THE LICENSEE OR ANY OTHER PARTY ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY LICENSED PROPERTY EXCEED THE LICENSE FEE PAID BY THE LICENSEE. SEAMLESSDOCS SHALL NOT BE LIABLE FOR ANY CLAIMS,

LOSSES OR DAMAGES OF THE LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY OR FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EXCEPT FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY LICENSED PROPERTY,) HOWSOEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND.

### **6. ASSIGNMENT**

Except in the case of a transfer of all or substantially all of its assets, neither Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

### **7. MISCELLANEOUS**

This Agreement shall be construed in accordance with the laws of the State of New Jersey, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts of the State of New Jersey in Hudson County. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by an instrument executed and delivered by each of Licensee and SeamlessDocs. Should any clause or part of this Agreement be declared invalid or unenforceable, such holding shall not invalidate the remainder. Neither party will be liable for any failure or delay in performance under this Agreement to the extent due to any contingency, delay, failure or cause of, any nature beyond the reasonable control of such party, including unavailability of telecommunications network or the Internet, computer viruses or hacker attacks, fire, explosion, earthquake, storm or other weather, unavailability of necessary utilities or raw materials, strike or other labor difficulties, war or terrorist attack, insurrection, riot, acts of God, proclamation, ordinance or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement). The failure of either Party to exercise or enforce in any respect any right provided for herein shall not be deemed to be a waiver by said Party of the same or any other right contained herein in the future. The provisions contained herein which would by their nature survive the termination or expiration of this Agreement shall so survive.

# Frequently Asked Questions

## **Are SeamlessDocs simply fillable PDFs?**

Nope! SeamlessDocs allow any form to be filled out, eSigned, and submitted electronically. We then automate the workflow of that form in multiple ways. Email notifications, a backend form management system, as well as existing database integrations.

## **How do I convert my existing paper forms?**

Extremely simple! Login to your SeamlessDocs account and click on Upload. Choose from any existing format and in seconds we give you a simple URL Link so you can now access your cloud SeamlessDoc. In a matter of seconds you can get paperless.

## **Where is my data stored?**

We host all data with Amazon Web Servers (AWS); a world class server provider. We take privacy and security seriously. Our security officers have made sure that we have state of the art architecture to make sure that we can comply with any State or Federal certifications.

## **How do I replace the existing PDFs on my website?**

Your SeamlessDocs will have a unique URL link. Simply create a new hyperlink and place it on your website. Once someone clicks on that URL link they will instantly see your form and have the ability to fill it out, eSign (if necessary), and submit it. No download or sign up needed.

## **What type of forms can I use?**

Any form that you have, whether it is a .pdf, .doc, .docx, .xls, xlsx can be turned into a new cloud SeamlessDoc. Our technology will automatically detect the fields in any form you have and allow you to customize the form with eSignatures and field validation. You can also create forms from scratch with our form builder.

## **Can attachments be submitted along with SeamlessDocs?**

We allow anyone to upload and attach supporting documentation to any form. Once they click submit, you will instantly have access to the files they upload. For example, they can upload a copy of their photo ID, or voided check by taking a picture on their cell phone.

## **Can we accept payment integration with SeamlessDocs?**

Yep! Regardless of what payment gateway you currently use, we can integrate your SeamlessDocs to allow for instant payment. If you don't currently support online payments we can set you up with our authorized government online payment provider to make the process more Seamless!



Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION FOR THE PROVISIONS OF 2014 MUNICIPAL STREET RESURFACING AND INTERSECTION SAFETY IMPROVEMENT - PACKAGE "A" IN ACCORDANCE WITH THE CITY'S BID NO. 15-02 IN THE TOTAL AMOUNT OF \$1,295,677.93.**

**WHEREAS**, bids were received for construction services to resurface the roads in the City, as specified in Bid Number 15-02; and,

**WHEREAS**, Seven (7) bids were received, the lowest three (3) being:

<u>VENDOR</u>		<u>TOTAL BID</u>
1. Reggio Construction 1575 West Street Fort Lee, NJ 07024	Base Bid	\$1,295,677.93
2. Mark Paving Co., Inc. 77 Cutters Dock Road Woodbridge, NJ 07085	Base Bid	\$1,333,633.50
3. J.A. Alexander, Inc. 130-158 John F. Kennedy Dr. Bloomfield, NJ 07003	Base Bid	\$1,339,625.23

**WHEREAS**, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 15-02, and Reggio Construction submitted the lowest responsible, and responsive bid in the amount of \$1,295,677.93; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$1,295,677.93 is available in the following appropriations: T-26-56-850-851 in the amount of \$31,537.50, C-04-60-714-105 in the amount of \$100,000.00, C-04-60-714-110 in the amount of \$617,657.31, C-04-60-714-205 in the amount of \$90,000.00, C-04-60-714-210 in the amount of \$456,483.12; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.**

Signed: \_\_\_\_\_, George DeStefano, CFO

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

- A. This resolution awards a contract to Reggio Construction for Bid No. 15-02, in the

total amount of One Million Two Hundred Ninety Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (\$1,295,677.93) for the City's 2014 Road Resurfacing and Intersection Safety Improvement – Package "A" and said contract shall be to Reggio Construction in accordance with the specifications as set forth in Bid No. 15-02.

- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

**MEETING: March 4, 2015**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa L. Longo, Esq.  
 Corporation Counsel

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

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

Date: February 25, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award the Contract for Bid 15 - 02 –  
2014 Municipal Street Resurfacing and Intersection  
Safety Improvement – Package “A”**

Reference: (a) Memorandum from Boswell McClave Engineering

Boswell McClave Engineering reviewed the bid documentation submitted by three lowest bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the lowest bidder and I fully concurred with the recommendation from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is \$ 1,295,677.93. The vendor will be:

- a. Reggio Construction, Inc.  
1575 West Street  
Fort Lee, NJ 07024



February 25, 2015

Stephen D. Marks, P.P., AICP  
Municipal Manager  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: 2014 Municipal Street Resurfacing & Intersection  
Safety Improvements Program (Package "A")  
Bid No. 15-02  
City of Hoboken  
Hudson County, New Jersey  
Our File No. HO-495

Dear Mr. Marks:

On February 24, 2015, the City of Hoboken (City) received seven (7) bids for the 2014 *Municipal Street Resurfacing & Intersection Safety Improvements Program (Package "A")* project. As you are aware the construction costs for this project are being funded by the City Of Hoboken and a Local Aid Grant from the New Jersey Department of Transportation. Below is a summary of the three (3) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>
Reggio Construction, Inc. 1575 West Street Fort Lee, New Jersey 07024	\$1,295,677.93 Base Bid Price
Mark Paving Co., Inc. 77 Cutters Dock Road Woodbridge, New Jersey 07085	\$1,333,633.50 Base Bid Price
J.A. Alexander, Inc. 130-158 John F. Kennedy Dr. N Bloomfield, New Jersey 07003	\$1,339,625.23 Base Bid Price

The remaining four (4) bidders submitted total bid prices ranging from \$1,365,325.00 to \$1,631,390.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

**BID DOCUMENTATION**

Reggio Construction, Inc.

1. Reggio Construction, Inc. computed the extended total of Bid Item No. 43 'Beam Guide Rail' incorrectly. Reggio Construction, Inc. provided a unit price of \$105.00/lf (both written and numeric) with an extended total of \$27,510.00. The actual extended total was corrected to reflect the correct extended total of \$27,562.50. This discrepancy was corrected by the Engineer on behalf of the City in accordance with the INFORMATION FOR BIDDERS, Section III INTERPRETATION AND ADDENDA, Subsection D (2)
2. Reggio Construction, Inc. appears to have a complete submission.

Mark Paving Co., Inc.

1. Mark Paving Co., Inc. appears to have a complete submission.

J.A. Alexander, Inc.

1. J.A. Alexander, Inc. appears to have a complete submission.

**RECOMMEDATION**

It is our understanding that the City of Hoboken has adequate funding to award the total Base Bid for this project. Therefore, Boswell recommends that this contract be awarded to Reggio Construction, Inc. in the amount of \$ 1,295,677.93.

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



Stephen D. Marks, P.P., AICP  
Municipal Manager  
February 25, 2015  
Page 3 of 3

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

Sincerely,

BOSWELL McCLAVE ENGINEERING



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

JAP/s

Attachments

cc: Quentin Wiest, Business Administrator  
Corporation Counsel, City of Hoboken  
City of Hoboken Purchasing Department

I50225JAPL1 Bid Recommendation.doc



2014 MUNICIPAL STREET RESURFACING & INTERSECTION SAFETY  
IMPROVEMENTS PROGRAM (PACKAGE A) BID NO. 15-02  
CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY  
OUR FILE NO. HO-495

Bid Date: February 24, 2015 Engineer: Joseph Pomante

Time: 11:00 A.M.

Engineer's Estimate: \$1.1 Mil - \$1.3 Mil

- |       |                                 |          |                         |
|-------|---------------------------------|----------|-------------------------|
| 1.    | A. Macchione Brothers, Inc.     | Base Bid | _____                   |
| 2.    | Top Line Construction Corp.     | Base Bid | _____                   |
| x 3.  | A.J.M. Contractors, Inc.        | Base Bid | <u>1,518,325.00</u> (1) |
| 4.    | Tilcon New York, Inc.           | Base Bid | _____                   |
| 5.    | NY Asphalt, Inc.                | Base Bid | _____                   |
| x 6.  | Mark Paving Co., Inc.           | Base Bid | <u>1,333,533.50</u> (2) |
| x 7.  | D&L Paving Contractors, Inc.    | Base Bid | <u>1,428,192.25</u> (6) |
| 8.    | New Prince Concrete Constr. Co. | Base Bid | _____                   |
| x 9.  | Black Rock Enterprises, LLC     | Base Bid | <u>1,631,390.00</u> (5) |
| x 10. | Smith-Sondy Asphalt Co.         | Base Bid | <u>1,365,325.00</u> (4) |
| x 11. | J.A. Alexander, Inc.            | Base Bid | <u>1,339,625.23</u> (3) |
| x 12. | Reggio Construction, Inc.       | Base Bid | <u>1,295,622.43</u> (1) |

2014 MUNICIPAL STREET RESURFACING & INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A)  
CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY  
OUR FILE NO. HO-495

BID DATE: February 24, 2015

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST								
1	Breakaway Barricade	UNIT	10	\$0.10	\$1.00	\$0.10	\$1.00	\$0.10	\$1.00	\$0.10	\$1.00	\$0.10	\$1.00
2	Drum	UNIT	25	\$0.25	\$6.25	\$0.25	\$6.25	\$0.25	\$6.25	\$0.25	\$6.25	\$0.25	\$6.25
3	Traffic Cone	UNIT	50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
4	Construction Signs	SF	200	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00
5	Allowance for Police Traffic Directors	Allowance	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
6	Fuel Price Adjustment	Dollar	1	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
7	Asphalt Price Adjustment	Dollar	1	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
8	Excavation, Unclassified	CY	50	\$0.50	\$24.50	\$0.50	\$24.50	\$0.50	\$24.50	\$0.50	\$24.50	\$0.50	\$24.50
9	Excavation, Test Pit	CY	50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
10	HMA Milling, 3" or Less	SY	22,000	\$3.65	\$80,300.00	\$3.65	\$80,300.00	\$3.65	\$80,300.00	\$3.65	\$80,300.00	\$3.65	\$80,300.00
11	Hot Mix Asphalt Pavement Repair	SY	400	\$4.00	\$1,600.00	\$4.69	\$1,876.00	\$5.50	\$2,200.00	\$5.50	\$2,200.00	\$5.50	\$2,200.00
12	Hot Mix Asphalt 12.5M4 Surface Course	TON	3,300	\$94.00	\$310,200.00	\$88.90	\$293,370.00	\$88.00	\$290,400.00	\$85.00	\$280,500.00	\$95.00	\$313,500.00
13	Reinforced Concrete Pipe	LF	272	\$80.00	\$21,760.00	\$120.00	\$32,640.00	\$100.00	\$27,200.00	\$120.00	\$32,640.00	\$120.00	\$32,640.00
14	Reinforced Concrete Pipe	LF	63	\$0.01	\$0.63	\$2.00	\$126.00	\$0.01	\$0.63	\$450.00	\$28,350.00	\$375.00	\$23,625.00
15	Inlet, Type 'A'	UNIT	2	\$2,200.00	\$4,400.00	\$2,100.00	\$4,200.00	\$2,200.00	\$4,400.00	\$3,400.00	\$6,800.00	\$3,000.00	\$6,000.00
16	Inlet, Type 'B'	UNIT	10	\$2,700.00	\$27,000.00	\$2,400.00	\$24,000.00	\$2,800.00	\$28,000.00	\$2,800.00	\$28,000.00	\$2,800.00	\$28,000.00
17	Reconstructed Inlet, Type 'B', Using New Casting	UNIT	5	\$1,200.00	\$6,000.00	\$2,000.00	\$12,000.00	\$1,500.00	\$7,500.00	\$2,200.00	\$11,000.00	\$2,850.00	\$14,250.00
18	Bicycle Safe Grate	UNIT	3	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$275.00	\$825.00	\$400.00	\$1,200.00	\$800.00	\$2,400.00
19	Curb Piece	UNIT	40	\$350.00	\$14,000.00	\$300.00	\$12,000.00	\$350.00	\$14,000.00	\$350.00	\$14,000.00	\$350.00	\$14,000.00
20	No Item												
21	Concrete Sidewalk, Reinforced, 6" Thick	SY	3,500	\$75.50	\$264,250.00	\$55.00	\$192,000.00	\$77.00	\$269,500.00	\$81.00	\$283,500.00	\$75.00	\$262,500.00
22	Reset Brick Paver Sidewalk	SY	225	\$0.01	\$2.25	\$14,825.00	\$65.00	\$14,825.00	\$19.00	\$4,275.00	\$120.00	\$27,000.00	
23	Brick Paver Sidewalk	SY	75.0	\$100.00	\$7,500.00	\$100.00	\$7,500.00	\$96.00	\$7,200.00	\$92.00	\$6,900.00	\$140.00	\$10,500.00
24	Detachable Warning Surface	SY	120.6	\$110.00	\$13,266.00	\$175.00	\$21,105.00	\$150.00	\$18,090.00	\$150.00	\$18,090.00	\$125.00	\$15,075.00
25	6" x 18" Concrete Vertical Curb	LF	4,250	\$31.00	\$131,750.00	\$38.00	\$161,500.00	\$30.00	\$126,000.00	\$32.00	\$136,600.00	\$22.00	\$92,700.00
26	Traffic Signs, 4'	LF	22,000	\$1.25	\$27,500.00	\$0.76	\$16,720.00	\$0.57	\$12,540.00	\$0.60	\$13,200.00	\$0.55	\$12,100.00
27	Traffic Markings	SF	16,000	\$6.25	\$100,000.00	\$4.45	\$71,200.00	\$4.35	\$69,600.00	\$4.50	\$72,000.00	\$3.50	\$56,000.00
28	High Friction Surface Treatment, Traffic Grade	SF	10,500	\$9.50	\$99,250.00	\$7.75	\$81,375.00	\$6.93	\$72,967.50	\$6.50	\$68,250.00	\$8.00	\$84,000.00
29	RPM, Bi-Directional, Blue Lens	UNIT	20	\$150.00	\$3,000.00	\$65.00	\$1,300.00	\$71.50	\$1,430.00	\$90.00	\$1,800.00	\$125.00	\$2,500.00
30	RPM, Bi-Directional, Green Lens	UNIT	3	\$150.00	\$450.00	\$65.00	\$195.00	\$71.50	\$214.50	\$90.00	\$270.00	\$125.00	\$375.00
31	Flexible Reflective Bolter	UNIT	139	\$400.00	\$55,600.00	\$250.00	\$34,750.00	\$300.00	\$41,700.00	\$600.00	\$83,400.00	\$150.00	\$20,850.00
32	Permanent Pedestrian Crossing Sign System	UNIT	10	\$475.00	\$4,750.00	\$550.00	\$5,500.00	\$605.00	\$6,050.00	\$650.00	\$6,500.00	\$2,850.00	\$28,500.00
33	Regulatory and Warning Sign	SF	300.0	\$0.01	\$3.00	\$36.00	\$10,800.00	\$36.00	\$10,800.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00
34	Tree Removal, Under 12" Diameter	UNIT	4	\$1,000.00	\$4,000.00	\$650.00	\$2,600.00	\$550.00	\$2,200.00	\$650.00	\$2,600.00	\$1,200.00	\$4,800.00
35	Inlet Converted to Manhole	UNIT	2	\$2,500.00	\$5,000.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,950.00	\$3,900.00	\$3,750.00	\$7,500.00
36	No Item												
37	Manhole, 4' Diameter	UNIT	1	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$3,700.00	\$3,700.00	\$8,500.00	\$8,500.00
38	Traffic Markings, Epoxy-Resin	SF	1,200	\$5.00	\$6,000.00	\$2,985.00	\$4,480.00	\$5.40	\$6,480.00	\$5.00	\$6,000.00	\$7.25	\$8,700.00
39	Flashing LED R-1 Sign System	UNIT	3	\$3,000.00	\$9,000.00	\$2,985.00	\$8,955.00	\$3,000.00	\$9,000.00	\$1,800.00	\$5,400.00	\$11,500.00	\$34,500.00
40	Reset Brick Paver Roadway	SY	70	\$0.01	\$0.70	\$86.00	\$8,020.00	\$150.00	\$10,500.00	\$139.00	\$9,730.00	\$100.00	\$7,000.00
41	Manhole Casting	UNIT	1	\$800.00	\$800.00	\$500.00	\$500.00	\$500.00	\$500.00	\$850.00	\$850.00	\$620.00	\$620.00
42	Manhole, 6' Diameter	UNIT	2	\$5,500.00	\$11,000.00	\$3,100.00	\$6,200.00	\$5,500.00	\$11,000.00	\$4,700.00	\$9,400.00	\$20,000.00	\$40,000.00
43	Beam Guide Rail	LF	262.5	\$105.00	\$27,562.50	\$105.00	\$27,562.50	\$115.50	\$30,318.75	\$142.00	\$37,278.00	\$120.00	\$31,500.00
44	Rub Rail	LF	262.5	\$6.00	\$1,575.00	\$6.00	\$1,575.00	\$6.50	\$1,712.50	\$10.00	\$2,625.00	\$8.00	\$2,100.00
45	Tangent Guide Rail Terminal	UNIT	1	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00
46	Beam Guide Rail Anchorage	UNIT	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
<b>TOTAL</b>													

2014 MUNICIPAL STREET RESURFACING & INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A)  
CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY  
OUR FILE NO. HO-495  
CID & Paving  
681 Franklin Avenue  
Nutley, NJ 07110

AJM Contractors  
300 Kuller Road  
Clifton, NJ 07011

BID DATE: February 24, 2015

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Breakaway Barricade	UNIT	10	\$10.00	\$100.00	\$40.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Drum	UNIT	25	\$0.01	\$0.25	\$25.00	\$625.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Traffic Cone	UNIT	50	\$10.00	\$500.00	\$12.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Construction Signs	SF	200	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Allowance for Police Traffic Directors	Allowance	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
6	Fuel Price Adjustment	Dollar	1	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
7	Asphalt Price Adjustment	Dollar	1	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
8	Excavation, Unclassified	CY	50	\$3,250.00	\$1,625,000.00	\$38.00	\$1,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Excavation, Test Pit	CY	50	\$100.00	\$5,000.00	\$40.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
10	HMA Milling, 3" or Less	SY	22,000	\$3.60	\$79,200.00	\$3.75	\$82,500.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Hot Mix Asphalt Pavement Repair	SY	400	\$65.00	\$26,000.00	\$30.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Hot Mix Asphalt 12.5Mm Surface Course	TON	3,300	\$85.75	\$282,975.00	\$110.00	\$363,000.00	\$0.00	\$0.00	\$0.00	\$0.00
13	15" Reinforced Concrete Pipe	LF	272	\$80.00	\$21,760.00	\$120.00	\$32,640.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Reset Existing Casting	UNIT	63	\$250.00	\$15,750.00	\$180.00	\$11,340.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Intel, Type 'A'	UNIT	2	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Intel, Type 'B'	UNIT	10	\$3,500.00	\$35,000.00	\$3,500.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Reconstructed Intel, Type 'B', Using New Casting	UNIT	5	\$2,800.00	\$14,000.00	\$1,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Bicycle Gate Gate	UNIT	3	\$325.00	\$975.00	\$350.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Curb Piece	UNIT	40	\$325.00	\$13,000.00	\$325.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20	No Item										
21	Concrete Sidewalk, Reinforced, 6" Thick	SY	3,500	\$88.00	\$298,000.00	\$75.00	\$262,500.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Reset Brick Paver Sidewalk	SY	225	\$120.00	\$27,000.00	\$110.00	\$24,750.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Brick Paver Sidewalk	SY	75.0	\$140.00	\$10,500.00	\$120.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Detectable Warning Surface	SY	120.6	\$220.00	\$26,532.00	\$200.00	\$24,120.00	\$0.00	\$0.00	\$0.00	\$0.00
25	8" x 18" Concrete Vertical Curb	LF	4,250	\$110,500.00	\$110,500.00	\$33.00	\$140,250.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Traffic Stripes, 4"	LF	22,000	\$1.10	\$24,200.00	\$1.25	\$27,500.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Traffic Markings	SF	16,000	\$6.05	\$96,800.00	\$6.20	\$99,200.00	\$0.00	\$0.00	\$0.00	\$0.00
28	High Friction Surface Treatment, Traffic Grade	SF	10,500	\$9.25	\$97,125.00	\$8.50	\$89,250.00	\$0.00	\$0.00	\$0.00	\$0.00
29	RPM, Bi-Directional, Blue Lens	UNIT	20	\$225.00	\$4,500.00	\$200.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
30	RPM, Bi-Directional, Green Lens	UNIT	3	\$225.00	\$675.00	\$200.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Flexible Reflective Bollard	UNIT	139	\$650.00	\$90,350.00	\$600.00	\$83,400.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Permanent Pedestrian Crossing Sign System	UNIT	10	\$525.00	\$5,250.00	\$500.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
33	Regulatory and Warning Sign	SF	300.0	\$55.00	\$16,500.00	\$45.00	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00
34	Tree Removal, Under 12" Diameter	UNIT	4	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$0.00	\$0.00	\$0.00	\$0.00
35	Intel Converted to Manhole	UNIT	2	\$3,500.00	\$7,000.00	\$1,800.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00
36	No Item										
37	Manhole, 4" Diameter	UNIT	1	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Traffic Markings, Epoxy-Resin	SF	1,200	\$5.00	\$6,000.00	\$5.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
39	Existing LED R-1 Sign System	UNIT	3	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Reset Back Paver Roadway	SY	70	\$200.00	\$14,000.00	\$125.00	\$8,750.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Manhole Casting	UNIT	1	\$950.00	\$950.00	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00
42	Manhole, 6" Diameter	UNIT	2	\$7,500.00	\$15,000.00	\$9,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00
43	Beam Guide Rail	LF	262.5	\$150.00	\$39,375.00	\$130.00	\$34,125.00	\$0.00	\$0.00	\$0.00	\$0.00
44	Rub Rail	LF	262.5	\$10.00	\$2,625.00	\$10.00	\$2,625.00	\$0.00	\$0.00	\$0.00	\$0.00
45	Tangent Guide Rail Terminal	UNIT	1	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
46	Beam Guide Rail Anchorage	UNIT	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>											
					\$1,428,192.25		\$1,518,325.00		\$63,300.00		\$63,300.00
					\$2,500.00		\$1,000.00		\$0.00		\$0.00
					\$4,500.00		\$2,500.00		\$0.00		\$0.00
					\$10.00		\$10.00		\$0.00		\$0.00
					\$39,375.00		\$34,125.00		\$0.00		\$0.00
					\$15,000.00		\$9,000.00		\$0.00		\$0.00
					\$950.00		\$700.00		\$0.00		\$0.00
					\$200.00		\$125.00		\$0.00		\$0.00
					\$4,500.00		\$5,000.00		\$0.00		\$0.00
					\$5.00		\$5.00		\$0.00		\$0.00
					\$4,000.00		\$3,900.00		\$0.00		\$0.00
					\$7,000.00		\$6,000.00		\$0.00		\$0.00
					\$3,500.00		\$1,800.00		\$0.00		\$0.00
					\$500.00		\$800.00		\$0.00		\$0.00
					\$16,500.00		\$13,500.00		\$0.00		\$0.00
					\$525.00		\$5,250.00		\$0.00		\$0.00
					\$650.00		\$90,350.00		\$0.00		\$0.00
					\$225.00		\$675.00		\$0.00		\$0.00
					\$225.00		\$4,000.00		\$0.00		\$0.00
					\$97,125.00		\$89,250.00		\$0.00		\$0.00
					\$6.05		\$96,800.00		\$0.00		\$0.00
					\$225.00		\$4,500.00		\$0.00		\$0.00
					\$225.00		\$600.00		\$0.00		\$0.00
					\$525.00		\$5,250.00		\$0.00		\$0.00
					\$55.00		\$16,500.00		\$0.00		\$0.00
					\$220.00		\$26,532.00		\$0.00		\$0.00
					\$110,500.00		\$140,250.00		\$0.00		\$0.00
					\$1.10		\$24,200.00		\$0.00		\$0.00
					\$275.00		\$99,200.00		\$0.00		\$0.00
					\$9.25		\$97,125.00		\$0.00		\$0.00
					\$225.00		\$4,500.00		\$0.00		\$0.00
					\$225.00		\$600.00		\$0.00		\$0.00
					\$140.00		\$10,500.00		\$0.00		\$0.00
					\$220.00		\$26,532.00		\$0.00		\$0.00
					\$110,500.00		\$140,250.00		\$0.00		\$0.00
					\$325.00		\$13,000.00		\$0.00		\$0.00
					\$325.00		\$27,500.00		\$0.00		\$0.00
					\$6.05		\$96,800.00		\$0.00		\$0.00
					\$225.00		\$4,500.00		\$0.00		\$0.00
					\$225.00		\$675.00		\$0.00		\$0.00
					\$225.00		\$90,350.00		\$0.00		\$0.00
					\$525.00		\$5,250.00		\$0.00		\$0.00
					\$55.00		\$16,500.00		\$0.00		\$0.00
					\$220.00		\$26,532.00		\$0.00		\$0.00
					\$110,500.00		\$140,250.00		\$0.00		\$0.00
					\$1.10		\$24,200.00		\$0.00		\$0.00
					\$275.00		\$99,200.00		\$0.00		\$0.00
					\$9.25		\$97,125.00		\$0.00		\$0.00
					\$225.00		\$4,500.00		\$0.00		\$0.00
					\$225.00		\$600.00		\$0.00		\$0.00
					\$140.00		\$10,500.00		\$0.00		\$0.00
					\$220.00		\$26,532.00		\$0.00		\$0.00
					\$110,500.00		\$140,250.00		\$0.00		\$0.00
					\$325.00		\$13,000.00		\$0.00		\$0.00
					\$325.00		\$27,500.00		\$0.00		\$0.00
					\$6.05		\$96,800.00		\$0.00		\$0.00
					\$225.00		\$4,500.00		\$0.00		\$0.00
					\$225.00		\$675.00		\$0.00		\$0.00
					\$225.00		\$90,350.00		\$0.00		\$0.00
					\$525.00		\$5,250.00		\$0.00		\$0.00
					\$55.00		\$16,500.00		\$0.00		\$0.00

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING AN AMENDMENT TO THE  
PROFESSIONAL SERVICE CONTRACT TO OCEAN  
COASTAL CONSULTANTS FOR PROFESSIONAL  
ENGINEERING SERVICES FOR THE PIER A REHABILITATION  
IN AN INCREASED AMOUNT NOT TO EXCEED \$9,975.00  
AND FOR AN EXTENSION OF THE TERM, TO EXPIRE JUNE  
18, 2016**

**WHEREAS**, the City of Hoboken published RFP's for professional engineering services for the Pier A Rehabilitation; and,

**WHEREAS**, on June 18, 2014, the Council awarded the contract to Ocean Coastal Consultants ("OCC"), and the City now wishes to amend that contract award in accordance with OCC's November 17, 2014 proposal for additional services; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is now asked to authorize an amendment to the award to OCC, in accordance with their November 17, 2014 proposal, for an increase in the not to exceed amount by \$9,975.00, and for an extended term to expire June 18, 2016; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$9,975.00 is available in the following appropriation T-24-20-700-020 in the City's trust; 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 designated trust; 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 an amendment to the award to OCC, in accordance with their November 17, 2014 proposal, for an increase in the not to exceed amount by \$9,975.00, and for an extended term to expire June 18, 2016, for services as Professional Engineers for the Pier A Rehabilitation project, be authorized as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and OCC's responsive proposal and 11/17/14 proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all

documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Ocean Coastal Consultants  
35 Corporate Drive  
Suite 1200  
Trumbull, CT 06611

**Reviewed:**

**Approved as to Form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Meeting Date: March 4, 2015**

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

**Memorandum**

**Title:** Hoboken Pier A Additional Services  
**Project Number:** 214060.0  
**Date:** 11/17/2014  
**To:** Leo Pellegrini  
**Copy:** Scott Anastasio (OCC), Stephen Famularo (OCC)  
**From:** David A Jones

This memorandum is being provided to detail the additional services provided and pending for the Hoboken Pier A rehabilitation project. Each task is defined below with an explanation of the task, deliverable definition, and an estimated cost. The estimated total for additional services detailed below is:

**\$9,975**

**1 Task 6A – 11/06/2014 Committee Meeting**

This task included the preparation and participation in a committee meeting. The purpose of this meeting was to provide an update to committee members about the results of the Hoboken Pier A Structural Analysis and Feasibility Study. This included providing handouts, presenting results, and fielding questions. This task was completed on 11/06/2014 and the table below details the work already billed:

Deliverable: Onsite participation in committee meeting  
 (Completed)

Position	Task	Hours	Total
Project Director	Preparation and meeting.	4.5	\$990
Project Manager	Preparation and meeting.	4.5	\$945
Project Engineer	Prepare presentation materials, coordinate efforts, and Meeting.	8	\$1,000
<b>Task 6A Total</b>			<b>\$2,935</b>

**2 Task 6B – Anode Design**

As a result of limited 'As-Built' drawings additional information needs to be collected in the field. Ensuring that anodes are designed for the existing electrical current requirements is imperative for proper corrosion protection and maximizing the

life span of the anode. Utilizing conservative assumptions typically results in life span which range between 10 to 15 years. Depending on conditions observed it may be possible to extend an anode service life to 20 years.

This task will require one (1) additional field diving day with an additional corrosion specialists included in the team. A breakdown of this effort is provided below:

Deliverable: Anode rehabilitation design (Pending)

Position	Task	Hours	Total
Project Engineer	Mobilization	2	\$250
Prevailing Wage Crew w/ Boat	Equipment and three (3) person dive crew.	24	\$4,350
Corrosion Specialist	Mobilization / Field Data Collection	8	\$800
<b>Task 6B Total</b>			<b>\$5,400</b>

### 3 Task 6C – 70 Year Cost Projection

As a result of the committee meeting held on 11/06/2014 the committee charged OCC with developing a 70 year projected life cost of the structure for each of the three rehabilitation options presented. The results of Task 6B will have a significant effect on the projected costs. As a result this task cannot be finalized until after the anode design task is complete. A breakdown of this effort is provided below:

Deliverable: 70 Year Projected Cost Analysis  
(Pending Anode Design)

Position	Task	Hours	Total
Project Director	Validation Review	1	\$220
Chief Technical Specialist	Verification Review	2	\$420
Project Engineer	Develop 70 year projected cost analysis	8	\$1,000
<b>Task 6C Total</b>			<b>\$1,640</b>

Sponsored: \_\_\_\_\_

Seconded: \_\_\_\_\_

**The City of Hoboken of The County of Hudson**  
**Resolution No. \_\_\_\_\_**

A RESOLUTION TO LAPSE APPROPRIATION RESERVE TO SNOW REMOVAL TRUST

**BE IT RESOLVED**, by the Governing Body of the City of Hoboken, County of Hudson, New Jersey that the following 2014 appropriation reserve balance be lapsed to the Snow Removal Trust pursuant to N.J.S.A. 40A:4-62.1.

<u>Account Description</u>	<u>Account #</u>	<u>Balance to Lapse</u>
Snow Removal	4-01-26-291-040	\$45,000.00

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
and certified as a true copy of an original.

\_\_\_\_\_  
James Farina, Registered Municipal Clerk

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
President Ravi Bhalla				
Theresa Castellano				
James Doyle				
Peter Cunningham				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

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

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

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

**NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling \$671,124.76**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/1	1600-1614 Clinton St	2011	\$27,933.95
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/1	1600-1614 Clinton St	2012	\$33,463.75
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/1	1600-1614 Clinton St	2013	\$38,599.91
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/9	1616-28 Clinton St	2011	\$24,449.71
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/9	1616-28 Clinton St	2012	\$29,882.25
Zipp & Tannenbaum, LLC 166 Gatzmer Avenue Jamesburg, NJ 08831	140/9	1616-28 Clinton St	2013	\$34,982.22

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
McCarter & English,LLP 100 Mulberry Street Four Gateway Center Newark, NJ 07102	89/1	801 Madison St/800 Jeff	2011	\$118,094.28
McCarter & English,LLP 100 Mulberry Street Four Gateway Center Newark, NJ 07102	89/1	801 Madison St/800 Jeff	2012	\$145,141.00
McCarter & English, LLP 100 Mulberry Street Four Gateway Center Newark, NJ 07102	89/1	801 Madison St/800 Jeff	2013	\$218,577.69

Meeting: March 4, 2015

Approved as to Form:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Sharon Curran, Tax Collector

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 **\$22,461.10**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Limor Faraguna 1112 Hudson Street #3L Hoboken, NJ 07030	243/24/C003L	1112 Hudson St	3&4/14 & 1/15	\$5,813.79
Wells Fargo Real Estate Taxing Service, LLC Attn: Financial Support 1 Home Campus MAC X2302-04D DesMoines, IA 50328-0001	261.01/1/C1107	1100 Maxwell Lane	1/15	\$1,929.95
Chase OH4-7326 Attn: Kathy DeGarmo PO Box 24695 Columbus, OH 43224-9935	261.03/1/CP012	1125 Maxwell Lane	4/14	\$ 129.95
Bruce Thompson & Emma Trewartha 1302 Park Avenue #4S Hoboken, NJ 07030	117/10/C004S	1302 Park Avenue	1/15	\$2,181.27
James & Tracy Child c/o The Lehman Law Firm 281 Main Street Woodbridge, NJ 07095	30/23/C0002	112 Adams Street	3/14	\$1,728.49
Keith Callanan & Judy Im 510 East 20 <sup>th</sup> Street #MD New York, NY 10009	34/20	132 Park Avenue	2/14	\$2,039.15

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Citibank, NA 1000 Technology Dr O'Fallon, MO 63368	247/22	1247 Bloomfield St	1/15	\$5,124.74
Laura Peck 510 Monroe Street #409 Hoboken, NJ 07030	66/27/C0409	506-514 Monroe St	3/14	\$1,361.25
Hormoz & Farah Shayegan 200 Winston Drive #2019 Cliffside Park , NJ 07010	261.03/1/CP047	1125 Maxwell Lane	1/15	\$120.70
Wells Fargo Home Mortgage 1 Home Campus MAC X2301-04D Des Moines, IA 50328	262.02/1/C1106	1450 Washington St	4/12	\$2,031.81 <sub>(excel 4)</sub>

Meeting: March 4, 2015

Approved as to Form:

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
Sharon Curran, Tax Collector

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**City of Hoboken**

**Resolution No. \_\_\_\_\_**

**RESOLVED**, that filed minutes for the Hoboken City Council **Special and Regular meetings of February 18, 2015 and the Special meeting of February 23, 2015** have been reviewed and approved by the Governing Body.

\_\_\_\_\_  
**Approved as to form:**

**Meeting Date: March 4, 2015**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Theresa Castellano				
Peter Cunningham				
Jim Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Ravi Bhalla				

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 44  
TO MAKE NOTICE PROCEDURES COMPLIANT WITH STATE LAW AND UPDATED CHAPTER 44  
APPENDICES AND FORMS  
(AS AMENDED AFTER PLANNING BOARD REVIEW AND RECOMMENDATION)

**WHEREAS**, the City of Hoboken would like to clarify its land use procedures to clearly state that all notices required must comply with state laws, including, particularly the MLUL, N.J.S.A. 40:55D-1 et seq.; and,

**WHEREAS**, the City Council sought planning board review and recommendation, in accordance with applicable law, and hereby wishes to adopt this amended version of the ordinance, in accordance with the planning board recommendations, as attached hereto.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 44 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

**SECTION ONE: AMENDMENTS**

**§ 44-106. Application; Procedure; Concept Plan Review**

...

B. Within 45 days of the date of submission, the Secretary of the Planning Board shall certify an application as complete, ~~in consultation with Planning Board professionals, with the concurrence of the SSPR, and in~~ consultation with any applicable municipal commissions and administrators, only if the application, checklist, all documents required by the checklist, application fee, and escrow fees have been received. If the application lacks required information, documents, or fees, or requires referral pursuant to §44-304, the applicant shall be so notified, in writing, of the deficiency and the application shall be deemed incomplete. In the event that an application is not certified as either complete or incomplete within 45 days of its submission, it shall be, by default, considered complete for the purpose of commencing the applicable Time of Decision action by the Planning Board.

...

**§ 44-107. Time of Decision**

A. Upon certification, ~~that an application is complete~~ by the Planning Board Secretary, ~~with the concurrence of the SSPR in consultation with Planning Board professionals, and in consultation with~~ any applicable municipal commissions and administrators, ~~that an application is complete~~, the Planning Board shall then have:

...

**§ 44-307. Notice Requirements for Hearing**

Whenever notice is required on an application for development pursuant to N.J.S.A. 40:55D-1, et seq. or pursuant to the determination of the Planning Board or the Zoning Board, the applicant shall give notice thereof as follows:

- A. Public notice shall be given by publication in the official newspapers of the municipality at least 10 days prior to the date of the hearing, for the following applications for development:
- (1) Any request for a variance from the requirements of Chapter 196, Zoning;
  - (2) Any request for conditional use approval;
  - (3) Any request for minor site plan approval or preliminary approval of a major site plan;
  - (4) Any request for a minor subdivision approval;
  - (5) Any request for preliminary approval of a major subdivision; and/or
  - (6) Any request for the issuance of a permit to build within the bed of a mapped street, public drainage-way, flood control basin, or public area reserved on the Zoning Map, or in a lot not abutting a street.
- B. ~~Notice shall be given to all necessary persons, individuals, and/or entities, and shall follow all necessary and applicable procedures, as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq. Notice shall be given to the owners of all real property, including owners of condominium and cooperative units, as shown on the current tax duplicate or duplicates located within 200 feet in all directions of the property which is the subject of such hearing, and whether located within or without the municipality in which the applicant's land is located. Such notice shall be given (a) by serving a copy thereof on the owner as shown on said current tax duplicate or his/her/their agent in charge of the property; or (b) by mailing a copy thereof, by certified mail, to the property owner at his/her/their address as shown on said current tax duplicate. A return receipt is not required. Notice to a partnership owner may be made by service upon any partner. Notice to a corporate owner may be made by service upon its President, a Vice President, Secretary or other person authorized by appointment or by law to accept service on behalf of the corporation. Notice to a limited liability company may be made by service upon any member thereof.~~
- C. ~~Notice of all hearings on applications for development involving property located within 200 feet of an adjoining municipality shall be given to said municipality as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq., by personal service or certified mail to the Clerk of such municipality, which notice shall be in addition to the notice required to be given pursuant to subsection B of this section to the owners of property in such adjoining municipality which are located within 200 feet of the subject premises.~~
- D. ~~Notice shall be given by personal service or certified mail as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq., to the Hudson County Planning Board of a hearing on an application for development of property adjacent to an existing county road or proposed road shown on the Official County Map or on the County Master Plan adjoining other county land or situated within 200 feet of a municipal boundary.~~
- E. ~~Notice shall be given by personal service or certified mail as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq., to the Commissioner of Transportation of a hearing on an application for development of property adjacent to a state highway.~~
- F. ~~Notice shall be given by personal service or certified mail as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq., to the State Planning Commission of hearing on an application for development of property which exceeds 150 acres or 500 dwelling units. Such notice shall include a copy of any maps or documents required to be on file with the Planning Board or the Zoning Board, pursuant to N.J.S.A. 40:55D-10.~~
- G. All notices hereinabove specified in this section shall be given as required by applicable laws, including without limitation N.J.S.A. 40:55D-1 et seq., at least 10 days prior to the date fixed for a hearing, and the applicant shall file an affidavit of proof of service with the respective Planning Board or Zoning Board holding the hearing on the application for development at least one business day before the date of the hearing. Notice pursuant to subsections C, D, E and F of this section shall not be deemed to be required unless public notice pursuant to N.J.S.A. 40:55D-12a and b is required.

- H. Any notice made by certified mail ~~as hereinabove required~~ shall be deemed to be completed upon mailing in accordance with the provisions of N.J.S.A. 40:55D-14.
- L. Form of notice. All notices required to be given pursuant to the terms of this chapter shall state the particular board before which the hearing is to be held, the date, time and place of the hearing, the nature of the matters to be considered, including a general description of the development, the developmental approval and each variance sought, identification of the property proposed for development by street address, if any, and by reference to lot and block numbers as shown on the current tax duplicate in the Municipal Tax Assessor's office, and the location and times at which any maps and documents pertaining to any approval being sought are available, as required by law.

#### Chapter 44 Appendices

The following attachments are deleted in full, as currently listed in the City Code, and updated with the following versions, as attached hereto:

1. CHECKLIST FOR CONDITIONAL USE & WIRELESS TELECOMMUNICATION SITE PLAN APPLICATIONS
2. CHECKLIST FOR VARIANCE APPLICATIONS
3. CHECKLIST FOR SITE PLAN APPLICATIONS
4. APPLICATION FOR DEVELOPMENT
5. CHECKLIST FOR SUBDIVISION APPLICATIONS
6. FEE SCHEDULE

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

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

**SECTION FOUR: EFFECTIVE DATE** This Ordinance shall take effect upon passage and publication as provided by law.

#### **SECTION FIVE: CODIFICATION**

This Ordinance shall be a part of the Administrative 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 Administrative Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Administrative 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 Administrative Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: March 4, 2015**

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

\_\_\_\_\_  
 Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council  
 By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
 On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**-or-**

Approved by the Mayor  
 On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
 Dawn Zimmer, Mayor

**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

DATE: February 11, 2015

TO: Hoboken City Council

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

FROM: Brandy Forbes, Community Development Director 

RE: An Ordinance Amending Chapter §44 (Land Use Procedures), Checklists, and Fees

In March of last year, the City Council made major revisions to Chapter 44 regarding land use procedures. As well, the ordinance amended the checklist and application form for the Planning Board and Zoning Board. These changes are working out very well.

In monitoring this revised ordinance this past year, there are some adjustments that are advisable to improve the checklist and fee schedule, as well as bring our ordinance in conformance with the notice requirements of the Municipal Land Use Law. Therefore, at the January 7, 2015 City Council meeting, a first reading on an ordinance to make these adjustments was held and a resolution adopted to send the ordinance to the Planning Board for review.

On February 3, 2015 the Planning Board reviewed the ordinance and adopted a resolution with recommended revisions to the amending ordinance. Corporation Counsel's Office determined that these revisions are substantive. In reviewing those recommendations, they do make clarifications in the checklist that improve the intent of the changes. As such, we have revised the ordinance to include those changes to the checklists and will have this on the February 21, 2015 agenda for introduction.

As a reminder, I will reiterate what the proposed changes/additions are to the ordinance, checklist, and fee schedule below.

Chapter 44 is the administrative chapter for the land use boards; Planning Board and Board of Adjustment. The chapter establishes the boards and officially adopts standards and procedures, as set forth by the New Jersey Municipal Land Use Law (MLUL). The amendment to Chapter 44 Land Use Procedures language is to bring the notice requirements in line with what the Municipal Land Use Law states.

The proposed changes to the fee schedule add a line for Wireless Applications, as those do not fall under the other categories, but are applications heard by the Planning Board.

The proposed changes to the checklists are as follows:

- The application form has been revised to include LLC's under the applicant information section.
- The various checklists have been revised to include the submittal of a redevelopment agreement if in a redevelopment area (and now also in a rehabilitation area based on Planning Board recommendation), a Flood Plain Administrator review letter, a traffic study, and a neighborhood impact report (and now detailing what that may include based on the Planning Board recommendation). Several of these items are already being requested during the review, but this makes them a requirement of the application so the documents are already provided up front and do not delay the review.

If you have any questions regarding this ordinance, please feel free to forward them 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.

## APPENDIX B

# CITY OF HOBOKEN

## PLANNING BOARD & ZONING BOARD OF ADJUSTMENT

### FEE SCHEDULE



#### SITE PLAN, SUBDIVISION, CONDITIONAL USE and WIRELESS APPLICATIONS

APPLICATION	PROJECT TYPE	APPLICATION FEE		ESCROW FEE
Minor Site Plan	All	All	\$500	\$5,000
Preliminary Site Plan (Major) or PUD	Residential	10 or more dwelling units	\$750 plus \$50 per dwelling unit	\$10,000 plus \$100 per dwelling unit
"	Non-Residential	4,999 SF or less	\$750	\$5,000
"	Non-Residential	5,000 to 9,999 SF	\$1,000 plus \$50 per 1,000 SF	\$7,500
"	Non-Residential	10,000 to 24,999 SF	\$1,500 plus \$50 per 1,000 SF	\$10,000
"	Non-Residential	25,000 SF or more	\$2,000 plus \$50 per 1,000 SF	\$15,000
Final Site Plan	All	All	50% of Preliminary Fee	50% of Preliminary Fee
Amended or Extension of Site Plan or Conditional Use Approval	All	All	\$500	\$2,500
Subdivision	Minor	All	\$500 per lot	\$1,000
"	Major	All	\$500 per lot	\$10,000
Conditional Use	All	All	\$500	\$2,500
Wireless Site Plan	All	All	\$500	\$5,000

#### APPEALS, INTERPRETATIONS and VARIANCE APPLICATIONS

Appeals	All	All	\$300	\$1,000
Interpretations	All	All	\$300	\$1,000
Certificates of Non-Conformity	All	All	\$300	\$1,000
Dimensional Variances	All	All	\$300 for first; \$150 for each additional	\$1,000 if NOT part of Site Plan; \$3,000 w/Site Plan
Use Variances	All	All	\$500 for first; \$250 for each additional	\$1,000 if NOT part of Site Plan; \$3,000 w/Site Plan

#### OTHER APPLICATION FEES

Special Meeting Request	All	All	\$1,000	None
Informal/Concept Review	All	All	\$400	\$500
Redevelopment Plan Amendment	All	All	\$2,500	\$5,000

Application No.:

Property Address:

## CHECKLIST FOR VARIANCE APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

### REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/> 1. Completed application form and checklist: 2 copies for initial submission. Additional copies will be specified later.
<input type="checkbox"/> 2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/> 3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/> 7. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours at two-foot intervals, FEMA flood notations and elevations.
<input type="checkbox"/> 8. Photographs of the building(s) and/or property.
<input type="checkbox"/> 9. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/> 10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/> 11. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/> 12. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/> 13. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/> 14. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/> 15. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/> 16. Zoning compliance table.
<input type="checkbox"/> 17. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/> 18. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/> 19. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/> 20. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.

### APPLICATIONS FOR "C" VARIANCE PROVIDE THE FOLLOWING:

(in addition to documents 1-20 required for all applications, please provide documents 21-29 when applying for C variance)

<input type="checkbox"/> 21. A detailed description and visual representation of the exceptional topographic conditions or physical characteristics of the property, or the structures lawfully existing thereon, that preclude development as-of-right.
--

- 22. Proofs that the Municipal Land Use Law would be advanced by deviation from the zoning ordinance requirements; and
- 23. Proofs that the variance could be granted without detriment to the public good; and
- 24. Proofs that the benefits of the deviation would substantially outweigh any detriment; and
- 25. Proofs that the variance will not substantially impair the intent and purpose of the zone plan and zoning ordinance.
- 26. Location, size and nature of the entire lot or lots in question and any contiguous lots owned by the applicant or in which the applicant has a direct or indirect interest.
- 27. Streetscape elevation of proposed building(s) and all adjacent buildings along the same block frontage.
- 28. Stormwater management plan including location, type and size of existing and proposed catch basins and storm drainage facilities on the subject lot and 100 feet outside the site to show the relationship to adjoining property.
- 29. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

**APPLICATIONS FOR "D" VARIANCE PROVIDE THE FOLLOWING:**

(in addition to documents 1-20 required for all applications, please provide documents 30-50 when applying for D variance)

- 30. Proof of "special reasons" which promote the purposes of zoning as specified in the MLUL, N.J.S.A. 40:55D-2.
- 31. Location, size and nature of the entire lot or lots in question and any contiguous lots owned by the applicant or in which the applicant has a direct or indirect interest.
- 32. Locations, names, and right-of-way widths of all existing and proposed streets and sidewalks abutting the lot or lots in question.
- 33. A traffic study and circulation plan; required for development applications creating 10 or more dwelling units, 5,000 square feet of commercial space, and/or any increase in density or intensity of use.

- 34. Property lines of all abutting properties, together with the names and addresses of the owners as disclosed on the City Tax Maps and tax rolls as of the date of the site plan application, and the location of the existing structures within 100 feet of the property line for properties abutting the site in question.
- 35. Present and proposed topography, based on NJ Geodetic Control Survey datum, at two-foot contour intervals, including 100 feet outside the site to show the relationship to adjoining properties.
- 36. Existing and proposed utility connections.
- 37. Location, type and size of existing and proposed catch basins and storm drainage facilities, both frame and invert elevations and all utilities, both above and below ground.
- 38. A map showing the entire drainage area and the drainage area contributing to each pertinent drainage structure along with drainage tabulation sheets showing calculations for each drainage area.
- 39. Stormwater management plan (required with applications for new construction or expansion of an existing structure.)
- 40. Soil erosion and sediment control plan for sites where over 5,000 square feet of ground area is being disturbed.
- 41. Streetscape elevations of proposed buildings and all adjacent buildings along the same block frontage.
- 42. Landscape plans showing materials and specifications of all fencing, patios, walls, screening and buffer areas; a legend and plant schedule listing the botanical and common names, sizes and quantity of each proposed plant type; and a tree removal and planting plan pursuant to § 169-7.2 of the Hoboken Municipal Code including caliper and height of all existing and proposed trees and shrubs prepared by an architect, engineer, professional planner or licensed landscape architect.
- 43. All existing and proposed exterior lighting, including size, nature of construction, location, height, the area and direction of illumination and the lumen power of each light.
- 44. Location, type and size of existing and proposed curbs, sidewalks, driveways, street pavement widening, parking space areas and the layout (subject to § 196-40), and all off-street loading areas, together with the dimensions of all the foregoing for the site and the nearest portions of properties abutting the site. Non-residential development plans should include number of employees, total and maximum, on one shift.
- 45. Solid waste storage and recycling plan pursuant to § 196-26.1 of the Hoboken Municipal Code.
- 46. All existing and proposed signs and their size, nature of construction and location, including any proposed temporary signs to be utilized during construction.
- 47. Cost estimates and proposed construction and maintenance bonds and construction time schedules related to building construction for any required improvements not proposed to be completed before the issuance of a certificate of occupancy.
- 48. Plans for any off-tract improvements, including cost estimates and calculations of the share to be borne by the developer.

49. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies, i.e. NJDEP, Hudson county Planning, North Hudson Sewerage, etc.

50. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

**WAIVERS REQUESTED** (provide detailed reason for request, add additional sheets if necessary):

Empty box for providing detailed reasons for requested waivers.

Application No.:

Property Address:

## CHECKLIST FOR SITE PLAN APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

### REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/> 1. Completed application form and checklist: 2 copies for initial submission. Additional copies will be specified later.
<input type="checkbox"/> 2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/> 3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/> 7. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/> 8. Photographs of the building(s) and/or property; front and rear views; side view (where visible).
<input type="checkbox"/> 9. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/> 10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/> 11. A traffic study and circulation plan: required for development applications creating 10 or more dwelling units, 5,000 square feet or more of commercial space, and/or any increase in density or intensity of use.
<input type="checkbox"/> 12. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/> 13. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/> 14. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/> 15. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/> 16. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/> 17. Zoning compliance table.
<input type="checkbox"/> 18. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/> 19. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/> 20. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/> 21. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.



Application No.:

Property Address:

## CHECKLIST FOR SUBDIVISION APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

### REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/> 1. Completed application form and checklist: 2 copies for initial submission. Additional copies will be specified later.
<input type="checkbox"/> 2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/> 3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 5. Contribution disclosure statement: one affidavit and list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/> 7. Property survey; 2 original copies signed and sealed by a N.J.P.L.S. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/> 8. Photographs of the property and any existing structures.
<input type="checkbox"/> 9. Elevation Certificate; 2 original copies signed and sealed by a N.J.P.L.S. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/> 10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/> 11. A traffic study and circulation plan: required for development applications creating 10 or more dwelling units, 5,000 square feet or more of commercial space, and/or any increase in density or intensity of use.
<input type="checkbox"/> 12. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/> 13. Plat map and plans signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A., as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Plat maps and plans shall include the following:
<input type="checkbox"/> 14. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/> 15. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/> 16. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/> 17. Scale (written and graphic) and north arrow with reference meridian.
<input type="checkbox"/> 18. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map sheet, block and lot numbers and owners names for each parcel.
<input type="checkbox"/> 19. The location of that portion which is to be subdivided in relation to the entire tract.
<input type="checkbox"/> 20. A schedule indicating the acreage of the tract to be subdivided to the nearest tenth of an acre, the number of lots, the zone, minimum required lot areas, proposed area for each new lot, and the required and proposed setbacks, yards and dimensions clearly identifying all variances required.
<input type="checkbox"/> 21. Existing tract boundary lines and all proposed lot lines with bearings and distances.
<input type="checkbox"/> 22. Existing block and lot number(s) of the property to be subdivided as they appear on the Tax Map, and proposed block and lot number(s) as approved in writing by the Tax Assessor (approval letter to be attached).
<input type="checkbox"/> 23. Locations, names, and right-of-way widths of all existing and proposed streets and sidewalks within a 200' radius of the lot or lots in question, and the distance in feet to the nearest intersection(s).
<input type="checkbox"/> 24. All existing structures within the entire tract to be subdivided; their numerical dimensions, and an indications as to whether each structure is to be retained or removed.

- 25. A tree removal and planting plan pursuant to § 169-7.2 of the Hoboken Municipal Code including the caliper and height of all existing and proposed trees.
- 26. Location, type and size of all existing and proposed curbs, sidewalks, driveways, parking areas, off and on-street loading areas, streams or watercourses, floodplains, railroads, bridges, culverts, drain pipes, and any other natural features within the tract or within 200' thereof.
- 27. Existing and proposed utility connections and source of service.
- 28. A flood hazard map showing lands subject to flooding, FEMA designated flood zones and 100-year flood elevations, within the tract and within 200' thereof.
- 29. A copy of any existing or proposed easements, covenants or deed restrictions applying to the land being subdivided, or certificate that non exist, shall be provided to the Board.
- 30. A statement from the applicant noting if the subdivision will be perfected by deed or by map.
- 31. If the subdivision is to be perfected by the filing of a map, the map must show all existing and proposed monuments, and must conform to all of the requirements set forth in the Map Filing Law (N.J.S.A. 46:26 et seq).
- 32. If the subdivision is to be perfected by deed, then the appropriate deed documents, including metes and bounds, easements, covenants, restrictions and roadway and sight triangle dedications shall be submitted to the Board for approval prior to filing with the County Recording Officer.
- 33. If the subdivision involves any street(s) which do not conform to the right-of-way widths specified in the Master Plan or on the Official Map of the City of Hoboken, a plan must be submitted showing the additional width of right-of-way to make the street(s) conforming which shall be granted to the Municipality or other agency having jurisdiction.

**FOR MAJOR SUBDIVISION APPLICATIONS PROVIDE THE FOLLOWING:**

(in addition to document 1-33 required for all applications, please provide documents 34-42 for Major Subdivision application)

- 34. A detailed layout of the proposed subdivision showing all existing and/or proposed lots, street, utilities, curbs, sidewalks, traffic and street signs, street lighting and grading and drainage improvements, including plans, profiles, cross-sections and construction details.
- 35. Present and proposed topography, based on NJ Geodetic Control Survey datum, at two-foot contour intervals, including 100 feet outside the site to show the relationship to adjoining properties.
- 36. Location, type and size of existing and proposed catch basins and storm drainage facilities, both frame and invert elevations and all utilities, both above and below ground.
- 37. A map showing the entire drainage area and the drainage area contributing to each pertinent drainage structure along with drainage tabulation sheets showing calculations for each drainage area.
- 38. An environmental impact statement.
- 39. Soil erosion and sediment control plan in conformance with the requirements of the County Soil Conservations District.
- 40. Statement of conformance to Residential Site Improvement Standards (RSIS).
- 41. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies, i.e. NJDEP, Hudson County Planning Board, Hudson County Soil Conservation District, North Hudson Sewerage, etc.
- 42. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

**WAIVERS REQUESTED** (provide detailed reason for request, add additional sheets if necessary):

Application No.:

Property Address:

## CHECKLIST FOR CONDITIONAL USE & WIRELESS TELECOMMUNICATION SITE PLAN APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

### REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/> 1. Completed application form and checklist: 2 copies for initial submission. Additional copies will be specified later.
<input type="checkbox"/> 2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/> 3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/> 6. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/> 7. Photographs of the building(s) and/or property.
<input type="checkbox"/> 8. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/> 9. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/> 10. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printer, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/> 11. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/> 12. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/> 13. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/> 14. Zoning compliance table.
<input type="checkbox"/> 15. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/> 16. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/> 17. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/> 18. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.

### FOR CONDITIONAL USE APPLICATIONS PROVIDE THE FOLLOWING:

(in addition to documents 1-18 required for all applications, please provide documents 19-28 for conditional use application)

<input type="checkbox"/> 19. The present use and the proposed conditional use of the subject property.
<input type="checkbox"/> 20. A list of the standards and requirements for the specific use as set forth in § 196-38 of the Hoboken Municipal Code.
<input type="checkbox"/> 21. Documentation; written and pictorial (drawn and/or photographic) demonstrating how the standards for the particular conditional use have been or can be met.
<input type="checkbox"/> 22. A detailed description of the proposed use including but not limited to, hours of operation, number of employees, projected occupancy, intended programming, and security provisions.

- 23. A traffic impact report for uses under 3,000 square feet. A traffic study and circulation plan shall be required for uses exceeding 5,000 square feet.
- 24. A neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
- 25. A noise mitigation plan, where applicable.
- 26. Photographic representation of all existing and proposed signs, their size, nature of construction and location, including any temporary signs to be utilized by the conditional use.
- 27. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
- 28. Any and all other information and data necessary to meet the requirements of this chapter not listed above.

**FOR WIRELESS TELECOMMUNICATION APPLICATIONS PROVIDE THE FOLLOWING:**

(in addition to documents 1-18 required for all applications, please provide documents 29-39 for wireless telecom application)

- 29. Proof that the applicant is a licensed by the FCC to provide of telecommunications services.
- 30. Key map and written description of all existing and approved antennas and supporting structures within city boundaries.
- 31. Key map showing all existing and approved tall structures within 1 mile of the subject site.
- 32. Representation of how the subject site specifically relates to the overall objective of providing full wireless communication services within the City of Hoboken while, at the same time, limiting the number of supporting locations through the use of co-locations.
- 33. List of all telecommunications equipment, by provider, already located at the subject site and at sites within 1,000' of the subject site.
- 34. Representation of how the impact of the antennas, accessory equipment, and supporting structures will be minimized as to their impact on residences, streetscapes and view corridors.
- 35. A supplemental zoning compliance table representing separation requirements, area of setback, and maximum height requirements for proposed installation.
- 36. Affidavit of compliance with current FCC information concerning wireless telecommunication towers and radio frequency emissions standards.
- 37. Itemized list of all abandoned or obsolete antennas and equipment to be removed from the subject site.
- 38. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies; i.e. Hoboken Historic Preservation Commission, Hudson County Planning (where applicable).
- 39. Any and all other information and data necessary to meet the requirements of this chapter not listed above.

**WAIVERS REQUESTED** (provide detailed reason for request, add additional sheets if necessary):

# CITY OF HOBOKEN

## PLANNING BOARD & BOARD OF ADJUSTMENT

94 Washington Street, Hoboken, NJ 07030



### APPLICATION FOR DEVELOPMENT

For office use only:

Date/Time Received: \_\_\_\_\_ Application No.: \_\_\_\_\_

Certified Complete: \_\_\_\_\_  Planning Board  Board of Adjustment

#### 1. PROPERTY INFORMATION:

Property Address: \_\_\_\_\_ Block: \_\_\_\_\_ Lots: \_\_\_\_\_

Zone District: \_\_\_\_\_ Overlay: \_\_\_\_\_ Tax Map No: \_\_\_\_\_

Present Use / Description:

Have there been any previous, known applications involving these premises?  Yes  No

If yes, nature of application, date and determination:

Is there adjacent property in common ownership?  Yes  No If yes, address of property and description of its present use:

Are there any restriction, covenants, easements, association by-laws, existing or proposed on the property?

Yes [copies must be attached to the application]  No  Proposed [describe nature of agreement and status below]

#### 2. APPLICANT INFORMATION:

Corporation/LLC  Partnership  Individual

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Applicant's signature:

#### 3. OWNER INFORMATION:

Corporation/LLC  Partnership  Individual

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Owner's signature:

**4. OWNERSHIP DISCLOSURE STATEMENT**

Pursuant to N.J.S.A. 40:55d-48.1, the names and addresses of all persons owning 10% or more of the stock in a corporate applicant or 10% or greater interest in any partnership application must be disclosed. In accordance with N.J.S.A. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns 10% or more interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed. (Attache additional pages as necessary to comply).

Additional pages attached:  Yes  No

Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>

**5. APPLICANT'S ATTORNEY (Corporations must be represented by an attorney):**

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

**6. APPLICANT'S ARCHITECT:**

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

**7. APPLICANT'S ENGINEER (if applicable):**

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

**8. APPLICANT'S PLANNER (if applicable):**

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

**9. NATURE OF THE APPLICATION (check all applicable items):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Conceptual Subdivision Plan     | <input type="checkbox"/> Conceptual Site Plan                   | <input type="checkbox"/> Conditional Use Approval             |
| <input type="checkbox"/> Minor Subdivision               | <input type="checkbox"/> Minor Site Plan                        | <input type="checkbox"/> "C" Variance(s)                      |
| <input type="checkbox"/> Major Subdivision; Preliminary  | <input type="checkbox"/> Site Plan; Preliminary Residential     | <input type="checkbox"/> "D" Variance(s)                      |
| <input type="checkbox"/> Major Subdivision; Final        | <input type="checkbox"/> Site Plan; Preliminary Non-Residential | <input type="checkbox"/> Appeal of Administrative Decision    |
| <input type="checkbox"/> Amendment to Approved Plat      | <input type="checkbox"/> Site Plan Approval; Final              | <input type="checkbox"/> Interpretation of Zoning Map or Ord. |
| <input type="checkbox"/> Wireless Telecommunication App. | <input type="checkbox"/> Amendment to approved Site Plan        | <input type="checkbox"/>                                      |

Other: \_\_\_\_\_

10. BRIEF DESCRIPTION OF PROJECT (Indicate type of use proposed, size of structure, hours of operation, number of employees, number of parking spaces, number of dwelling units, intention to sell or rent, and any other information for consideration of this application):

11. DOES THIS APPLICATION COMPLY WITH ALL REQUIREMENTS OF THE ZONE? If not, list all areas of noncompliance, the article, section and variance(s) requested and state the principal points on which the variance request is made. (Attach additional sheet if necessary, and note the attachment below.)

12. CHECK ALL OTHER PERMITS OR APPROVALS REQUIRED BY MUNICIPAL, COUNTY, STATE OR FEDERAL LAW AND THE STATUS OF EACH:

<input type="checkbox"/> NJ Department of Environmental Protection	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> NJ Department of Transportation	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hudson County Division of Planning	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> North Hudson Sewerage Authority	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Water Service (United Water)	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Flood Plain Administration	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Historic Preservation Commission	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Shade Tree Commission	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>

# ZONING BOARD OF ADJUSTMENT APPLICATION FOR APPEAL, INTERPRETATION OR VARIANCE

In addition to sections 1-12 and 18, applicants to the Zoning Board of Adjustment must also completed sections 13 thru 16 (as applicable).

## 13. WHAT IS THE NATURE OF THIS BOARD OF ADJUSTMENT APPLICATION (check all that apply):

- Appeal from Zoning Officer based on or made in the enforcement of the zoning ordinance subject to N.J.S.A. 40:55D-70a (complete section 14)
- Interpretation of the zoning map or ordinance subject to N.J.S.A. 40:55D-70b (complete section 14)
- Certification of a non-conformity subject to N.J.S.A. 40:55D-68 (complete section 14)
- Hardship variance subject to N.J.S.A. 40:55D-70c(1) (complete sections 15 and 17)
- Flexible variance subject to N.J.S.A. 40:55D-70c(2) (complete sections 15 and 17)
- Variance for principal structure or use not permitted in the zone subject to N.J.S.A. 40:55D-70d(1) (complete sections 16 and 17)
- Expansion of a non-conforming structure or use subject to N.J.S.A. 40:55D-70d(2) (complete sections 16 and 17)
- Deviation from conditional use standards subject to N.J.S.A. 40:55D-70d(3) (complete sections 16 and 17)
- Increase in floor-area-ratio subject to N.J.S.A. 40:55D-70d(4) (complete sections 16 and 17)
- Increase in permitted density subject to N.J.S.A. 40:55D-70d(5) (complete sections 16 and 17)
- Height of a principal structure subject to N.J.S.A. 40:55D-70d(6) (complete sections 16 and 17)

## 14. APPLICATIONS FOR APPEAL, INTERPRETATION OR CERTIFICATION OF NON-CONFORMITY; in the space provided below, please list all documents attached hereto.

- A. For appeals, attached documents must include a written statement of fact including pertinent dates, history of the property, and ordinance references, and a copy of the of the decision of the Zoning Officer.
- B. For interpretations; attached documents must include a statement of interpretation of the map or ordinance in question, a copy of the zoning map or ordinance section subject to interpretation, and a copy of prior administrative decisions on subject property.
- C. For certification of non-conformity, attachments must include a history of the property with substantiating documents, photographs, and any other materials providing proof that the non-conformity existed prior to adoption of the Ordinance.
- D. If an application for variance is being submitted simultaneously with an application for appeal or interpretation, the application shall be completed, and all required documents submitted as if applying for the necessary "C" or "D" variances. Documents related to the appeal or interpretation should be submitted as a subset of the variance application.

## 15. APPLICATIONS FOR "C" VARIANCE (pursuant to N.J.S.A. 40:55D-70c(1) or (2)) COMPLETE THE FOLLOWING:

What are the exceptional circumstances or conditions applicable to the subject property preventing reasonable development and use of the property that do not apply generally to other properties in the same zone?

Describe the benefits that the proposed development application will provide to the community:

State how the proposed development application can be granted without substantial detriment to the public good:

State how the proposed development application can be granted without substantially impairing the intent and purpose of the Master Plan and Zoning Ordinance:

**16. APPLICATIONS FOR "D" VARIANCE** (pursuant to N.J.S.A. 40:55D-70d(1) thru (6)) **COMPLETE THE FOLLOWING** (attach additional pages only if necessary):

In the space provided below, identify each variance requested in conjunction with this application, the exact nature of each variance must be indicated and the statutory basis upon which the application is being made so noted.

State how the proposed development application can be granted without substantial detriment to the public good:

State how the proposed development application can be granted without substantially impairing the intent and purpose of the Master Plan and Zoning Ordinance:

**17. ZONING BOARD OF ADJUSTMENT RIGHT OF ENTRY CONSENT:**

I / We:

As owner(s) of Lot(s):  in Block:

as shown on the Tax Map of the City of Hoboken which is the subject of an application for development to the Hoboken Zoning Board of Adjustment, do hereby consent to have the property inspected by members of the Zoning Board of Adjustment, consultants to the Zoning Board and/or other officials of the City of Hoboken pertaining to this application.

Applicant's signature:

Owner's signature:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:



Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**ORDINANCE NO.:** \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE Z-20 REGARDING THE MAYOR AND DIRECTORS BENEFITS**

**WHEREAS**, the City of Hoboken is governed by the Faulkner Act Mayor- Council form of government; and,

**WHEREAS**, pursuant to the Faulkner Act, N.J.S.A. 40:69A-180, the salary, wages or other compensation paid to the Mayor and members of the City Council must be fixed by the council; and,

**WHEREAS**, N.J.S.A. 40:69A-180 further provides that the compensation of all department heads shall be also fixed by the council upon reorganization; and,

**WHEREAS**, N.J.S.A. 40:69A-43a provides that the salary, wages or other compensation paid to all other municipal employees is established by the Mayor, except as specifically otherwise provided by law;

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows(additions noted in underline, deletions noted in strikethrough):

**SECTION ONE**

The following is deleted in its entirety: ~~The Mayor shall be entitled to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association, but shall not receive longevity pay or overtime. All vacation days shall accrue pro-rata on a monthly basis.~~

The following is added as a replacement, in its entirety: The Mayor shall be entitled to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association except that the Mayor shall not receive longevity pay, overtime, collective bargaining agreement increases, perfect attendance awards, and/or uniform allowances. The Mayor is required to work all hours necessary to properly perform the responsibilities of the office of Mayor and does not have designated work hours or time off. Accordingly, the Mayor shall not be entitled to any compensation for unused time off of any kind.

**SECTION TWO**

\*The salary / benefits of the City Council shall remain unchanged.

**SECTION THREE**

The following is deleted in its entirety: ~~The Department Heads shall be entitled to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association, but shall not receive longevity pay or overtime. All vacation days shall accrue pro-rata on a monthly basis.~~

The following is added as a replacement, in its entirety: The Department Heads (Directors), Municipal Manager, and Corporation Counsel shall be entitled to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association with the following exceptions. The Department Heads (Directors), Municipal Manager, and Corporation Counsel are not entitled to longevity pay, overtime, collective bargaining agreement increases, perfect attendance awards, and/or uniform allowances. The Department Heads (Directors), Municipal Manager, and Corporation Counsel shall receive twenty (20) vacation days per annum. In the initial year of service for any Department Head (Director), Municipal Manager, or Corporation Counsel the vacation time shall be accrued on a pro-rata basis.

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

**SECTION 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 remain 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 upon passage and publication as provided by law.

**SECTION SEVEN: CODIFICATION**

This Ordinance shall be a part of the Administrative 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 Administrative Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Administrative 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 Administrative Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: March 4, 2015**

Introduction:

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

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote

Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				

Approved as to Legal Form:

\_\_\_\_\_  
Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

Sponsored by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 46 ENTITLED “LEASE AGREEMENTS” TO INCLUDE A  
LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND HUMC OPCO LLC FOR THE  
LEASE OF OFFICE SPACE AT THE CITY’S MIDTOWN GARAGE**

**WHEREAS**, the City of Hoboken owns and maintains a public garage commonly referred to as the Midtown Garage located within Hoboken, and contained within that garage is office space, which the City seeks to lease a port of to the adjacent hospital (hereinafter referred to as the “Property”); and

**WHEREAS**, the City Council previously authorized this lease agreement to be put out to bid, which bid process occurred without any proposals being submitted; and,

**WHEREAS**, HUMC OPCO LLC holds a right of first refusal to any lease the City seeks to enter into at this location, and HUMC OPCO LLC seeks to act upon its rights and enter into the lease for the said location, and, therefore, the City and HUMC OPCO LLC seek to enter into the lease, with terms significantly similar to those which the City unsuccessfully put out to bid.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 46 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~striketrough~~):

**SECTION ONE: AMENDMENTS**

**§ 46-4 Execution of the City’s Midtown Garage Office Space Lease Agreement with HUMC OPCO LLC.**

**The Mayor is hereby authorized to enter into and execute the herein lease agreement (Exhibit A), and same shall become part of the Hoboken Administrative Code for the term of the Lease.**

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

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

**SECTION FIVE: CODIFICATION**

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The

City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

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

**Date of Introduction: March 4, 2015**

Introduction:

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

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Dawn Zimmer, Mayor

**EXHIBIT A**

**FORM LEASE AGREEMENT BETWEEN  
THE CITY OF HOBOKEN AND HUMC OPCO LLC  
FOR MIDTOWN GARAGE OFFICE SPACE #1**

MIDTOWN GARAGE  
OFFICE SPACE UNIT 2  
371 4<sup>TH</sup> STREET

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CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY

**OFFICE SPACE LEASE AGREEMENT**

BETWEEN

THE CITY OF HOBOKEN

---

("LANDLORD")

AND

**HUMC Opco, LLC d/b/a Hoboken University Medical Center**  
("TENANT")

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**OFFICE LEASE AGREEMENT**

**THIS OFFICE LEASE AGREEMENT** (the "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Hoboken, a municipal corporation with a primary business address of 94 Washington Street, Hoboken, New Jersey 07030 ("Landlord"), and **HUMC Opco, LLC d/b/a Hoboken University Medical Center, a(n)hospital located at 308 Willow Avenue, Hoboken, New Jersey, 07030** ("Tenant").

**I. Basic Lease Information.**

- A. "Building" shall mean the building located at 371 4<sup>TH</sup> Street, Unit 2, Hoboken, New Jersey, commonly known as Midtown Garage Office Space Unit #2.
- B. "Rentable Square Footage of the Building" is deemed to be approximately **4630** square feet.
- C. "Premises" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the ground floor and known as suite number(s) 2. The "Rentable Square Footage of the Premises" is deemed to be approximately 4630 square feet. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct and shall not be remeasured.

D. "Base Rent":

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
May 1, 2015 to April 30, 2020	\$92,600.00	\$7,716.67

- E. "Tenant's Pro Rata Share": shall be at all times calculated based on the day to month ratio, and thereafter to the nearest tenth of the month, and the nearest penny.
- F. "Base Year" for Taxes: 2014; "Base Year" for Expenses: 2014.
- G. "Term": A period of five (5) years, separated into sixty (60) monthly rental periods. The Term shall commence on the first day of the first month after the City Council authorizes the execution of the lease with lessee (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on the last day of the 60<sup>th</sup> month of the lease (the "Termination Date"). There shall be two separate options to extend the lease term, each for a term of five (5) years, which shall be executed by written approval of both parties prior to the end of the then current term. The rent under both options shall be adjusted by the change in the CPI for the immediate twelve month period using the CPI formula set out herein. The increase shall be based on the base rent of the last month of the term, or prior extension thereto, to be extended.

The CPI shall be defined as follows: At the end of each term (5 year period) or of any extension or renewal thereof, the monthly rental for the next succeeding lease year shall be increased by the annual increase in the CPI where "CPI" is the CPI-U for New York – Northern New Jersey – Long Island Consumer Price Index for the last month of the regular term of the previous lease term. As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "All Items Consumer Price Index" for all Urban Consumers. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall authorize Landlord's attorney to designate a substitute Index or formula. In no event shall the next lease year rental be less than the prior year, nor shall the CPI-U utilized be lower than 2%, nor higher than 6%.

Both Landlord and Tenant agree that if the CPI for the last month of the regular term has not been determined when rent becomes due on the next term, Tenant will pay the previous year rent until the required CPI has been determined, and then Tenant shall pay over any difference to Landlord upon demand and thereafter, pay the newly determined rent.

- I. "Security Deposit": \$23,150.01 which shall equal three months rent, and shall not be subject to interest bearing requirements.
- K. "Broker(s)": NONE
- L. "Permitted Use": Office Use
- M. "Notice Addresses":

On and after the Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Commencement Date, notices shall be sent to Tenant at the following address:

Tenant:	With a copy to:
Administration Hoboken University Medical Center 308 Willow Avenue Hoboken, New Jersey 07030	Office of the General Counsel CarePoint Health 10 Exchange Place, 15 <sup>th</sup> Floor Jersey City, New Jersey 07302
Landlord:	With a copy to:
Office of Corporation Counsel City of Hoboken 94 Washington Street Hoboken, New Jersey 07030 Attention: Corporation Counsel	Business Administrator City of Hoboken 94 Washington Street Hoboken, New Jersey 07030

Rent (defined in Section IV.A) is payable to the order of **City of Hoboken** at the following address: 94 Washington Street, Hoboken, New Jersey 07030

- N. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.
- O. "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate work letter agreement (the "Work Letter"), if any, attached as **Exhibit D**.
- P. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- Q. "Normal Business Hours" for the Building are 24 hours a day, 7 days a week, 365 days a year. Tenant may operate its own business hours at any time within these hours, at its discretion.
- R. "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.

## II. Lease Grant.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas").

### III. Adjustment of Commencement Date; Possession.

- A. Subject to Landlord's obligation, if any, to perform Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the then existing or future condition of the Premises or the Building. If Landlord is delayed delivering possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space. If Landlord is not required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date may be postponed, at the discretion of the Tenant, until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party, and the Termination Date, at the option of Landlord, may be postponed by an equal number of days. If Landlord is required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date and Termination Date shall be determined by Section I.G.
- B. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay pro-rata Rent to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

### IV. Rent.

- A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as "Rent". Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes) and/or property taxes, if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% of the past due Rent or \$75, whichever is less, provided that Tenant shall be entitled to a grace period of 15 days If the Term commences, or Tenant takes possession requiring rental payments hereunder, on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of any Tax or Expense Excess for the month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due; but, shall under no event be considered a waiver of rent or late payments due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.
- B. Expense Excess and Tax. Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses for each calendar year during the Term exceed Expenses for the Base Year (the "Expense Excess") and also the amount, if any, of taxes assessed against the premise or any use thereunder. If

Expenses and/or Taxes in any calendar year decrease below the amount of Expenses and/or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses and/or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Expense Excess and one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Tax. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or of the Tax by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within 45 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes for the prior calendar year. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is more than the actual Expense Excess and/or actual Tax, as the case may be, for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is less than the actual Expense Excess and/or actual Tax, as the case may be, for such prior year, Tenant shall pay Landlord, within 45 days after its receipt of the statement of Expenses and/or Taxes, any underpayment for the prior calendar year.

- C. Expenses Defined. "Expenses" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property, including, but not limited to:
1. Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans.
  2. Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees not attributable to leasing or collection activity, and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services), provided that the cost of any such services shall not exceed the cost that would have been incurred had Landlord entered into an arms-length contract for such services with an unaffiliated entity of comparable skill and experience.
  3. The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment.
  4. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance customarily carried from time to time by owners of comparable office buildings.
  5. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. "Electrical Costs" means: (a) charges paid by Landlord for electricity; (b) costs incurred in connection with an energy management program for the Property; and (c) if and to the extent permitted by Law, a

fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity, provided that such fee shall not exceed 50% of any savings obtained by Landlord. Electrical Costs shall be adjusted as follows: (i) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electrical Costs; (ii) the cost of electricity incurred to provide overtime HVAC to specific tenants (as reasonably estimated by Landlord) shall be deducted from Electrical Costs; and (iii) if Tenant is billed directly for the cost of building standard electricity to the Premises as a separate charge in addition to Base Rent, the cost of electricity to individual tenant spaces in the Building shall be deducted from Electrical Costs.

6. The amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are: (a) performed primarily to reduce operating expense costs or otherwise improve the operating efficiency of the Property; or (b) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or 5 years. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement.

Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except as provided above for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases. If the Building is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building during that calendar year. If Tenant pays for its Pro Rata Share of Expenses based on increases over a "Base Year" and Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

- D. Taxes Defined. "Taxes" shall mean: (1) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without

limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 45 days after Tenant's receipt of a statement from Landlord.

- E. Audit Rights. Tenant may, within 90 days after receiving Landlord's statement of Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 60 days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 60 day period or fails to provide Landlord with a Review Notice within the 90 day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 45 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

#### **V. Compliance with Laws; Use.**

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit B** and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

#### **VI. Security Deposit.**

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance

payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (1) the determination of Tenant's Pro Rata Share of any Tax and Expense Excess for the final year of the Term; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit to the Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

## **VII. Services to be Furnished by Landlord.**

- A. Landlord agrees to furnish Tenant with the following services: (1) Water service for use in the lavatories on each floor on which the Premises are located; (2) Heat and air conditioning in season during Normal Business Hours, at such temperatures and in such amounts as are standard for comparable buildings or as required by governmental authority. Tenant, upon such advance notice as is reasonably required by Landlord, shall have the right to receive HVAC service during hours other than Normal Business Hours. Tenant shall pay Landlord the standard charge for the additional service as reasonably determined by Landlord from time to time; (3) Maintenance and repair of the Property as described in Section IX.B.; (4) Janitor service on Business Days. If Tenant's use, floor covering or other improvements require special services in excess of the standard services for the Building, Tenant shall pay the additional cost attributable to the special services; (5) Elevator service; (6) Electricity to the Premises for general office use, in accordance with and subject to the terms and conditions in Article X; and (7) such other services as Landlord reasonably determines are necessary or appropriate for the Property.
  
- B. Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, is made untenable for a period in excess of 3 consecutive Business Days as a result of the Service Failure, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises has not been rendered untenable by the Service Failure, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenable and not used by Tenant. In no event, however, shall Landlord be liable to Tenant for any loss or damage, including the theft of Tenant's Property (defined in Article XV), arising out of or in connection with the failure of any security services, personnel or equipment.

## **VIII. Leasehold Improvements.**

All improvements to the Premises (collectively, "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, Landlord, by written notice to Tenant within 30 days prior to the Termination Date, may require Tenant to remove, at Tenant's expense: (1) Cable installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; and (2) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Without limitation, it is agreed that Required Removables include internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Termination Date, provided that upon prior written notice to Landlord, Tenant may remain in the Premises for up to 5 days after the Termination Date for the sole purpose of removing the

Required Removables, but in no event shall any such holdover in the Premises constitute or create a tenancy-at-will under existing applicable law. Tenant's possession of the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to pay Rent on a per diem / pro rata basis at the rate in effect for the last month of the Term. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration (defined in Section IX.C), may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration, if any, will be considered to be Required Removables.

## **IX. Repairs and Alterations.**

- A. Tenant's Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "Cable") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (6) supplemental air conditioning units, private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving Tenant exclusively; and (7) Alterations performed by contractors retained by Tenant, including related HVAC balancing. All work shall be performed in accordance with the rules and procedures described in Section IX.C. below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after receipt of an invoice, together with an administrative charge in an amount equal to 10% of the cost of the repairs.
- B. Landlord's Repair Obligations. Landlord shall keep and maintain in good repair and working order and make prompt repairs to and perform maintenance upon: (1) structural elements of the Building; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems as installed at the time of the lease commencement, and which serve the Building in general; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; and (6) elevators serving the Building. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible.
- C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; and (4) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this section, and any and all permitting required by law, which shall be the sole responsibility of the Tenant. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Changes to the plans and specifications must

also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall reimburse Landlord within 30 days after receipt of an invoice for sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, within 30 days after receipt of an invoice from Landlord for sums paid by Landlord or Landlord's agents, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 10% of the cost of the non-Cosmetic Alterations. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

#### **X. Use of Electrical Services by Tenant.**

- A. Electricity used by Tenant in the Premises shall be paid for by Tenant by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges.
- B. Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Normal Business Hours or overall load, that which is reasonable for the Building. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by Law), installation and maintenance costs shall be paid by Tenant. Landlord shall have the right to separately meter electrical usage for the Premises and to measure electrical usage by survey or other commonly accepted methods.

#### **XI. Entry by Landlord.**

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises; Landlord's entrance upon the Premises shall be in accordance with Tenant's visitor and security policies and procedures, attached here as Exhibit F, except in emergencies, where such policies and procedures cannot reasonably be met. Except in emergencies or to provide janitorial and other Building services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally to the entity occupying the Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises during weekday hours if the work can reasonably be completed on weekends and night hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

#### **XII. Assignment and Subletting.**

- A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party, whose use must at all times be of a type related to or of similar character to the principal business of the Tenant, to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not elect to exercise its termination rights under Section XII.B

below. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the proposed transferee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (3) the proposed transferee is a governmental agency or occupant of the Building; (4) Tenant is in default after the expiration of the notice and cure periods in this Lease; (5) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (6) the City Council, in its sole discretion, considers the transfer request and, as a council of the whole, in its sole discretion, rejects said transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease.

- B. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 60 days of its receipt of the required information and documentation, either: (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to assign or sublet. Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of \$750.00 for Landlord's review of any Permitted Transfer or requested Transfer, provided if Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) exceed \$750.00, Tenant shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee.
- C. Tenant is required to immediately report any rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer; and, Tenant shall be solely responsible for the reporting and financial consequences of any taxes and/or fees and/or other costs which may result from any rent or other consideration which is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess). However, by accepting any such payments directly from the subtenant, whether as a result of the foregoing or otherwise, Landlord does not waive any claims against the Tenant hereunder or release Tenant from any obligations under this Lease, nor recognize the subtenant as the tenant under the Lease.
- D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.
- E. Tenant may assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization with notice and consent of Landlord, demonstrated by a leasehold assignment agreement, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) Tenant is not in default under this Lease; (2) Tenant's successor shall own all or

substantially all of the assets of Tenant; (3) Tenant's successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (4) the Permitted Use does not allow the Premises to be used for retail purposes; and (5) Tenant shall give Landlord written notice at least 30 days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement.

### **XIII. Liens.**

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant or Tenant's subtenant. If a lien is so placed, Tenant shall, within 10 days after the date Tenant becomes aware of the filing of the lien or within 10 days of notice from Landlord of the filing of the lien, whichever is first, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. Unless Landlord gave Tenant notice of the lien, Tenant shall immediately give Landlord written notice of the lien after becoming aware of same. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees and costs within 30 days after receipt of an invoice from Landlord.

### **XIV. Indemnity and Waiver of Claims.**

- A. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents ("Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees.
- B. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord, the Landlord Related Parties or any of Landlord's contractors.
- C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from any of the following, except due to gross negligence or willful misconduct by Landlord: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord Related Parties; (7) any causes not reasonably within the control of Landlord; and/or (8) any act

of force majeure. Tenant shall insure itself against such losses under Article XV below.

- D. Tenant and the Tenant Related Parties shall not be liable for, and Landlord waives, all claims for loss or damage to structure or common area damage resulting from, except due to the gross negligence or willful misconduct by Tenant: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (7) any causes not reasonably within the control of Tenant; and/or (8) any act of force majeure. Landlord shall insure itself against such losses under Article XV below.

## **XV. Insurance.**

Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (2) All Risk Property/Business Interruption Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises ("Tenant's Property"); (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Tenant as a named insured and Landlord (or any successor), City of Hoboken, a municipal corporation, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party's insurance shall not limit such party's liability under this Lease. All insurance carriers utilized hereunder shall be licensed to do business in the State of New Jersey.

## **XVI. Subrogation.**

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building or Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

## **XVII. Casualty Damage.**

- A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is, in the opinion of the Landlord, or Landlord's insurance carrier, or Landlord's engineer, untenable and, as a result, not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction

of the Building shall be required (whether or not the Premises has been damaged); (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than six (6) months of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (5) a material uninsured loss to the Building occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 45 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and any Landlord Improvements (excluding any Tenant Alterations, whether cosmetic or otherwise, as well as any and all Tenant appurtenances, furniture or supplies). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage.

- B. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenantable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant's transferees, contractors or licensees.

#### **XVIII. Condemnation.**

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building's use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

#### **XIX. Events of Default.**

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

- A. Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for 10 days after receipt of written notice to Tenant ("Monetary Default").
- B. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant. However, if Tenant's failure to comply cannot

reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within 10 days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on 3 occasions during any 12 month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.

- C. Tenant becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.
- D. The leasehold estate is taken by process or operation of Law.
- E. In the case of any ground floor or retail Tenant, Tenant does not take possession of, or abandons or vacates all or any portion of the Premises.
- F. Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord, including, without limitation, any lease or agreement for parking.

## **XX. Remedies.**

- A. Upon any default, Landlord shall have the right upon written notice and ten (10) days to cure, (except as provided in Article XIX), to pursue any of its rights and remedies at Law or in equity, including but not limited to the following remedies:

1. Terminate this Lease, in which case Tenant shall surrender the Premises to Landlord within fifteen (15) days of mailing of a written notice to termination. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Should Tenant fail to voluntarily allow Landlord to repossess the property, Landlord shall seek an order of repossession from a court of competent jurisdiction, and Tenant shall be liable to Landlord for Landlord's attorneys' fees and costs required to obtain said court order of repossession. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

2. Terminate Tenant's right to possession of the Premises and, in compliance with applicable Law and judicial procedures, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant

- i. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, whichever date is earlier, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder

of the Term discounted to present value at the Prime Rate (defined in Section XX.B. below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

- B. Unless expressly provided otherwise in this Lease, upon termination of the lease for any reason, or abandonment of the Premises by Tenant, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 4% per annum. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

**XXI. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

**XXII. No Waiver.**

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

**XXIII. Quiet Enjoyment.**

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

**XXIV. Intentionally Left Blank.**

**XXV. Holding Over.**

Except for any permitted occupancy by Tenant under Article VIII, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the greater of: (1) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (2) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term, to create a tenancy-at-will under applicable law, or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new

tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all actual damages that Landlord suffers from the holdover.

#### **XXVI. Subordination to Mortgages; Estoppel Certificate.**

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

#### **XXVII. Attorneys' Fees.**

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

#### **XXVIII. Notice.**

If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Article or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery (which, in the case of hand delivery, may be deemed "actually delivered" by posting same on the exterior door of the Premises or Landlord's management office, as the case may be) or the date on which delivery is refused, or, if Tenant has vacated the Premises or the other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Article.

#### **XXIX. Excepted Rights.**

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the Premises used for the installation of utility lines and other installations serving occupants of the Building. Landlord has the right to change the Building's name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, hurricanes

and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

### **XXX. Surrender of Premises.**

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property (defined in Article XV) from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Article VIII. If Tenant fails to remove any of Tenant's Property within 2 days after the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property without liability to Landlord. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property from the Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

### **XXXI. Miscellaneous.**

- A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.
- B. Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.
- C. Intentionally left blank.
- D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure").
- E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein with Tenant's prior written consent, which may only be withheld if the proposed transferee is a debarred party, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.
- F. Intentionally left blank.
- G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.
- H. Time is of the essence with respect to payment of Rent and Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a

partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

- I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Sections IV.A, IV.B., VIII, XIV, XX, XXV and XXX shall survive the expiration or early termination of this Lease.
- J. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.
- K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.
- L. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.
- M. Tenant has only a usufruct, not subject to purchase or sale, which may not be assigned by Tenant except as expressly provided in this Lease.
- N. The following clause is included herein to address Section 1861(v)(1)(I) of the Social Security Act and corresponding regulations to the extent it applies to this Agreement (as well as any prior agreements for the same or similar Services). Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Landlord shall make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, books, documents, and records which are necessary to verify the nature and extent of costs incurred by the Landlord under this Agreement; and if the Landlord carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period (including contracts for both goods and services in which the service component is worth \$10,000 or more over a twelve (12) month period), with a related organization, such subcontract must contain a clause to the effect that until the expiration of four years after the furnishing of services pursuant to such subcontract, the related organization shall make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
- O. Landlord has received and read a copy of the Carepoint Health Corporate Code of Business Conduct and Ethics ("Compliance Manual") and CarePoint Health's Fraud and Abuse Policy CPCOM 004 ("Fraud and Abuse Policy"). Landlord accepts and agrees to comply with any and all reporting requirements set forth in the Compliance Manual and Fraud and Abuse Policy. Landlord shall immediately report any suspected violations of law or other questionable conduct involving Department, Hospital, Medical Staff or any employee to a CarePoint Health Compliance Officer and/or the CarePoint Health confidential helpline or email. The provisions of this paragraph shall survive termination and/or expiration of this Agreement.
- P. Tenant has received and read a copy of the City of Hoboken Ethics Code, including any Appendices (Hoboken Code Chapter 29), and all City of Hoboken

Administrative Directives and Executive Orders on Ethics and Contracting (found at <http://www.hobokennj.org/open/>). Tenant accepts and agrees to comply with any and all reporting requirements set forth in the City Code and/or Administrative Orders and/or Executive Directives. Tenant shall immediately report any suspected violations of law or other questionable conduct involving Officers, Directors, agents or any employee of Landlord to the City's Officer and/or the City's Corporation Counsel. The provisions of this paragraph shall survive termination and/or expiration of this Agreement.

- Q. Landlord hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that Tenant shall have the right to terminate this Agreement immediately, with no further obligation, in the event that Landlord is Debarred. Accordingly, Landlord shall provide Tenant with immediate notice if during the term of this Agreement Landlord (1) receives notice of action or threat of action with respect to its Debarment; or (2) becomes Debarred.
- R. Both Parties agree to comply with all applicable federal, state and local laws, rules, regulations, and guidelines, and all applicable rules, regulations, and policies of the other Party during the term of this Agreement.

**XXXII. Entire Agreement.**

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents described herein as Exhibits to this lease.

Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

Attest: \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

**HUMC Opco, LLC d/b/a/ CarePoint Health - Hoboken University Medical Center, a(n) hospital licensed by the State of New Jersey**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **The City of Hoboken** ("Landlord") and \_\_\_\_\_ ("Tenant") for space in the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

## EXHIBIT B

### **BUILDING RULES AND REGULATIONS**

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written notice, and the City of Hoboken Emergency Management Coordinator, as Landlord's agent, shall have the right to retain at all times and to, in the event of an emergency, use a copy of keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons

having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.
13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.
21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the

Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
24. The work of cleaning personnel shall not be hindered by Tenant unless it interferes with Tenant's office hours which will be determined in advance and provided to Landlord upon execution of this Lease, with any changes in office hours given to Landlord upon, at least, thirty (30) days notice., and interior cleaning work may be done at any time when the offices are vacant. Outside windows, doors and fixtures may be cleaned at any time. Maintenance shall be scheduled thirty (30) days in advance. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

**EXHIBIT C**

**COMMENCEMENT LETTER**  
(EXAMPLE)

Date \_\_\_\_\_

Tenant \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Commencement Letter with respect to that certain Lease dated as of \_\_\_\_\_,  
\_\_\_\_\_, by and between **City of Hoboken** as Landlord, and  
\_\_\_\_\_, as Tenant, for approximately **4630** rentable square  
feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New  
Jersey 07030.

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the above referenced Lease, Tenant  
accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is \_\_\_\_\_;
2. The Termination Date of the Lease is \_\_\_\_\_.

Please acknowledge your acceptance of possession and agreement to the terms set  
forth above by signing all 3 counterparts of this Commencement Letter in the space provided  
and returning 2 fully executed counterparts to my attention.

Sincerely,

\_\_\_\_\_  
Property Manager

Agreed and Accepted:

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**WORK LETTER**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Hoboken** as Landlord, and \_\_\_\_\_, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

Landlord and Tenant have executed this exhibit as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

**By:** \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

**Attest:** \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

\_\_\_\_\_, **a(n)**  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Hoboken** as Landlord, and \_\_\_\_\_, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this exhibit as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

Attest: \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

\_\_\_\_\_, **a(n)**  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

CITY OF HOBOKEN  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 192-4 ENTITLED  
“ENUMERATION OF SPACES”**

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

**WHEREAS**, the Committee has determined a general restricted parking space is necessary at the Public Library, and hereby seeks approval of the City Council for recognition of same.

**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**

**§ 192-4. Enumeration of spaces.**

B. The following locations are hereby approved by the Subcommittee for Chapter 192 Handicap Parking as general ~~handicap~~ persons with a disability spaces for all persons holding a motor vehicle services placard and/or the ~~handicap~~ special vehicle status license plates pursuant to N.J.S.A. 39:4-205:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Fifth Street	North	Beginning at a point of 32 feet west of the westerly curblineline of Park Avenue and extending 22 feet westerly 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: March 4, 2015**

Introduction:

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Peter Cunningham				

Final Reading:

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
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 \_\_\_\_\_, 2014

\_\_\_\_\_  
James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**-or-**

Approved by the Mayor

On the \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Dawn Zimmer, Mayor