

FEMA CATEGORIES AND EXAMPLES OF COMMON ELIGIBLE WORK

A	B	C	D	E	F	G	Z
DEBRIS REMOVAL	EMERGENCY PROTECTIVE MEASURES	ROADS & BRIDGES	WATER CONTROL FACILITIES	BUILDING & EQUIPMENT	UTILITIES	PARKS, RECREATION & OTHER	ADMINISTRATIVE
Debris Removal must be in the public interest and necessary to: Eliminate immediate threats to lives, public health & safety; Eliminate immediate threats of significant damage to improved public or private property Trees and Woody Debris Building Components Sand, Mud, Silt, & Gravel Removal of Temporary Levees	Search & Rescue Security Emergency Pumping Sandbagging Detour & Warning Signs EOC Activation Emergency & Temporary Repairs Overhead Power Lines Emergency Medical Facilities Emergency Evacuations Activities undertaken before, during and following a disaster to save lives, protect improved property	Roads Surfaces Bases Shoulders Ditches Drainage Structures Low Water Crossings Bridges Decking & Pavement Piers Girders Abutments Slope Protection Approaches Slope Failures	Dams & Reservoirs Levees Engineered drainage Channels Canals Aqueducts Sediment Basins Shore Protective Devices Irrigation Facilities Pumping Facilities	Buildings Structural Components Interior Systems Electrical Mechanical Contents	Water Treatment Plants Power Generation & Distribution Facilities Natural Gas Systems Wind Turbines Generators Substations Power Lines	Playground Equipment Swimming Pools Bath Houses Tennis Courts Boat Docks Piers Picnic Tables Golf Courses Fish Hatcheries Mass Transit Facilities	5% Cap calculated based on final actual eligible project costs, including Federal and non-Federal cost shares, after insurance and any other reductions. Receive reimbursement for actual reasonable costs not-to-exceed (NTE) the 5% calculation. Cannot retain excess funds. Management costs related to small projects are funded based on actual costs. Management costs are funded at 100 percent Federal cost share. Includes both direct and indirect costs. Obligated on one Category Z PW.

NJOEM Public Assistance Small Project Administrative Procedural Changes effective May 1, 2023

On August 3, 2022, FEMA published a final rule to increase the established threshold for Large Projects for the agency's Public Assistance program to \$1 million. On January 6, 2023, Melissa K. Forbes signed FEMA Policy FP-104.23.001 "Public Assistance Simplified Procedures". This threshold change marks a significant increase in the number of Public Assistance projects which will be classified as Small Projects. This change applies to all categories of work including emergency work, temporary facilities, and permanent work. Temporary facilities and permanent work projects are historically more complex and longer-term projects with greater frequency of construction delays, scope of work changes, and cost variances. The overall goal of these changes is to relieve the administrative burden for Small Projects and to enable communities to recover more quickly after all Presidential Emergency and Major Disaster Declarations. The New Jersey Office of Emergency Management additionally intends to ensure eligibility requirements are met and all proper funding is realized.

The New Jersey Office of Emergency Management as the Grantee, in consultation with FEMA and the New Jersey Office of the Attorney General, is implementing changes to the administration of the FEMA Public Assistance Grant Program effective, May 1, 2023, which may affect certain Small Project payment and monitoring procedures.

1. **For any Small Project obligated on or after May 1, 2023, the Applicant will be paid in accordance with the reported percentage of work completed as per the written Scope of Work (to include 406 Mitigation).**
 - For a project which is obligated at 50% work complete, the Applicant will immediately be paid 50% of the eligible reimbursement amount.
 - For a project which is obligated at 100% work complete, the Applicant will immediately be paid 100% of the eligible reimbursement amount.
2. **For any Small Project obligated on or after May 1, 2023, NJOEM will require Quarterly Reporting on Small Projects reported at less than 100% work complete.** Previously, Quarterly Reporting was only applicable to Large Projects, but this requirement will extend to include both Small and Large Projects in which the Scope of Work (to include 406 Mitigation) is not 100% complete.
3. **For any Small Project obligated on or after May 1, 2023, the Applicant may request commensurate funding as the written Scope of Work is completed.** For example, a Small Project was previously obligated at 50% work completed and paid 50% of eligible funding but is now 100% complete. This applicant would be able to request the balance of eligible funding.

This change only applies to Small Projects and there are no changes to Large Project reimbursement procedures.

Thank you,

FREQUENTLY ASKED QUESTIONS (FAQs) ON THE APPROVAL AND OPERATION OF A TEMPORARY DEBRIS MANAGEMENT AREA

General Questions

1. What is a Temporary Debris Management Area or TDMA?

A TDMA is a site used to temporarily store debris which has been collected from the right of way after an emergency event, such as a flood, hurricane, Nor'easter, or terrorist attack. Use of a TDMA facilitates clearing of roads by providing an area where collected debris can be consolidated, sorted and processed prior to transportation to a solid or recycling waste facility. TDMA's may only be operated with an approval from the Department during a declared state of emergency.

2. What debris may be stored at a TDMA?

Debris generated after an emergency event that may be stored at a TDMA includes:

vegetative waste (e.g., tree limbs, shrubs, etc.);

municipal waste (putrescible and non-putrescible);

construction and demolition (C&D) debris (e.g., wallboard, plywood, etc.);

household hazardous waste (HHW) (e.g., oil, paint, etc.);

white goods (e.g., refrigerators, washers, dryers, etc.); and,

electronic waste (e-waste) (e.g., TVs, computers, etc.).

3. Why is a TDMA approval required?

The storage of solid waste is a regulated activity in New Jersey. Any site where solid waste is stored (other than the point of generation) is regulated as a solid waste facility, unless the activity is specifically exempted from the Solid Waste Rules. There are no exemptions from the regulations for the storage of debris. However, during a declared state of emergency the Department may allow the waiver of certain Solid Waste Rules. In those instances, a TDMA may operate without being regulated as a solid waste facility, provided an approval from the Department is obtained.

4. Who can apply for a TDMA approval?

Only government entities (state, county, municipal) may apply for and receive an approval to operate a TDMA.

5. Why can't private businesses obtain a TDMA approval?

The purpose of a TDMA is to aid a government entity's quick response to an emergent crisis within the community and is not intended as a profit making enterprise. Therefore, the Department will not allow private businesses to establish TDMA's. However, private entities may be hired by a government entity to manage or operate an approved TDMA.

6. Is there a fee (annual, monitoring, application fee, etc.) related to obtaining a TDMA approval?

The Department does not charge fees for TDMA approvals or inspections.

7. Once I have a pre-approval can I use the TDMA whenever I need to?

No, use of a TDMA can only occur when both an Executive Order has been signed by the Governor declaring a state of emergency in the county in which the TDMA is located AND an Administrative Order has been signed by the Department's Commissioner allowing the relaxation of certain Solid Waste Rules. Without these documents, use of a TDMA constitutes an illegal solid waste disposal facility under the Solid Waste Rules and subjects the county or municipality to appropriate enforcement action.

8. What if the Governor doesn't sign a state of emergency?

If there is a need for the use of a TDMA when a state of emergency has not been declared, the Department may use its Enforcement Discretion to allow the use of pre-approved TDMA's for localized debris events, such as a tornado, isolated storm, or building collapse. However, this will be decided on a case by case basis depending on the scope of the debris generating event. Municipalities wishing to activate their pre-approved TDMA outside of a Governor declared state of emergency must request and receive written approval from the Department prior to commencement of storage activities at its TDMA. Requests should be submitted to the Department via an e-mail to solidwasteemergencies@dep.nj.gov, a fax to (609) 984-0565, or by a phone call to (609) 633-1418.

9. How do I activate my TDMA?

Upon signature of the above mentioned Executive Order and Administrative Order, municipalities located within an area covered by the Executive Order with pre-approved TDMA's may activate their TDMA pre-approval by notifying the Department via an e-mail to solidwasteemergencies@dep.nj.gov, a fax to (609) 984-0565, or by a phone call to (609) 633-1418. Since time is of the essence during an emergency event, there is no need to wait for acknowledgement of your notification from the Department prior to using a pre-approved TDMA. The Department will follow-up in a timely manner with each municipality that provides a notification.

10. How do I obtain a pre-approval for a TDMA?

Municipalities may request a TDMA pre-approval by submitting the “Temporary Debris Management Area (TDMA) Pre-approval Request Form” along with all required documentation attached. The completed form should be e-mailed to solidwasteemergencies@dep.nj.gov. The “Temporary Debris Management Area (TDMA) Pre-Approval Request Form” is available in Appendix 6 of this Tool Kit.

11. How long can I operate a pre-approved TDMA?

Pre-approved TDMA's may be operated initially for a period of 7 days for putrescible waste debris and 60 days for other types of debris. The Department may approve operation extensions beyond the initial time periods depending on the scope of the debris generating event.

12. My TDMA approval has expired. Can I get an extension?

Extensions should be requested at least 3 days prior to the expiration date of an approval for putrescible waste debris and at least 14 days prior to the expiration date of an approval for all other types of debris. Requests for extensions should be submitted via an e-mail to solidwasteemergencies@dep.nj.gov and must provide information on why the extension is required and indicate the amount of additional time requested. A written response to the extension request will be issued by the Department.

Siting a TDMA

13. How do I determine how large of a TDMA I need?

It is difficult to determine the size and capacity of a TDMA prior to an emergency event, since it's primarily dependent on the scope of the event. However, the Department has developed guidance to assist municipalities in making a determination for pre-planning purposes. The guidance is in Appendix 3 of this Tool Kit.

14. What if there are no suitable sites in my municipality for a TDMA?

Municipalities are encouraged to work with counties to set up regional TDMA's for the use of multiple municipalities. In addition, municipalities can set up regional TDMA's through shared service agreements with neighboring municipalities. Regional TDMA's can reduce costs associated with debris management. Municipalities that set up a regional TDMA through a shared service agreement do not have to be adjacent to one another.

Operating a TDMA

15. What if I need to take in more debris than my TDMA approval allows?

Increases in the approved capacity of a TDMA may be requested by submitting a request via e-mail to solidwasteemergencies@dep.nj.gov. The Department will evaluate the location of and

capacity of the site and the need for the expansion prior to approving any increases in capacity. The request must include an endorsement by the local fire official. A TDMA may not implement an increase in capacity until receiving written approval from the Department.

16. What methods of processing are allowed at a TDMA?

Vegetative debris may be ground or shredded for size reduction at TDMAs provided all processing equipment has a valid Air Pollution Control Permit and the municipality or county has a dust management plan containing measures that would be implemented if dust is generated during processing. Vegetative debris may not be burned, except in a permitted solid waste resource recovery facility. Open burning of vegetative debris is prohibited in New Jersey.

Non-vegetative debris may not be ground for size reduction. Removal and separation of white goods, e-waste, and HHW is recommended. Removal and separation of other waste types must be approved by the Department on a case-by-case basis.

17. Are “first grind” wood chips classified as unprocessed or processed material?

Vegetative debris can be processed by different types of equipment, each producing different types of end product. Units that merely shred the vegetative debris produce shredded wood that is generally too large to be used as a product. This is called a “first grind.” In order to produce useable mulch the material must be ground a second time. “First grind” wood material is considered processed material if it is removed from the TDMA without additional processing. If the material is expected to be ground a second time, then the “first grind” chips are merely in an intermediate processing state and therefore are considered to be unprocessed material.

18. Can we contract with a private contractor to run our TDMA?

A private contractor may be engaged to operate a TDMA, rather than the government entity using its own employees. The contractor can be limited to processing vegetative debris or may run the entire TDMA, including collection, storage, and disposal. If a contractor will be used to process vegetative debris, a copy of the contractor’s air permit needs to be requested. Contractors must operate the TDMA in compliance with any Department approvals, rules and guidelines, as well as contract requirements. However, the TDMA approvals are issued to government entities only, and therefore the government entity is ultimately responsible for ensuring the site is operated in compliance with Department approvals, rules and guidelines.

19. What are valid end-markets for debris stored in a TDMA?

Waste Type	End-Market
C&D and Bulky Waste	• NJ permitted solid waste facility (landfill or transfer station/material recovery facility) • Out of state solid waste facility that is operating under an approval issued by that state’s regulating entity.

Household Hazardous Waste	• County-run household hazardous waste collection, • Permitted hazardous waste facility • Out of state facility operating under an approval issued by that state's regulating entity.
White Goods	• Scrap processing facility as defined at N.J.S.A. 13:1E-99.12.
Unprocessed Brush and Tree Parts	• Approved Class B Recycling Center • Out of state recycling center operating under an approval issued by that state's regulating entity.
Wood Chips*	• End uses where the chips are used as a product such as placement on park trails or as mulch.*

*For additional wood chip end uses see Enforcement Alert 2012-21, "Wood Chip Management Guidance" available at www.nj.gov/dep/enforcement/advisories/2012-21.pdf.

20. Are markers and/or signage required at a TDMA?

Yes, maximum stockpile dimensions should be clearly marked to ensure operators are aware of the maximum amount of debris that may be stockpiled at the location. In addition, while not required, directional signage is recommended to ensure truck drivers are aware of where to go on-site. This is especially important when utilizing outside contractors for debris removal rather than municipal or county personnel.

Reporting

21. What do I do when the TDMA operations are completed?

A TDMA is considered "closed" when all material has been removed from the site (including processed wood chips). A close-out form must be completed and sent to the Department via e-mail to solidwasteemergencies@dep.nj.gov or faxed to (609) 984-0565. Upon closure, the TDMA site must be restored to its original conditions. While the Department does not have regulations regarding closing and restoring a TDMA, FEMA has guidance on how to properly close a TDMA in their "Public Assistance Debris Management Guide" available on-line at www.fema.gov/pdf/government/grant/pa/demagde.pdf.

Filling out the TDMA Pre-Approval Request Form

22. How do I calculate the volume of stockpiles?

Volume is calculated by multiplying the length of the stockpile in feet by the width in feet and the height in feet and then dividing by 27 to convert cubic feet into cubic yards. This result is multiplied by 0.50 (or divided in half) to account for the side slopes of the stockpile.

23. What do the different types of debris mean?

Construction & Demolition (C&D) Debris – Waste building material and rubble resulting from an emergency debris generating event. The following materials may be found in construction and demolition debris: treated and untreated wood scrap; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials.

Bulky Solid Waste Debris – Large items of solid waste which because of their size or weight cannot be handled by the traditional municipal waste process. Bulky solid waste debris includes, but is not limited to, appliances, furniture (couches, chairs, tables, bookshelves, etc.), and other large household goods.

Household Hazardous Waste (HHW) – Household items that contain hazardous chemicals such as automobile fluids (used waste oil, antifreeze, etc.), batteries, oil-based paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides. Latex paint is not household hazardous waste.

Putrescible Solid Waste – Household garbage, such as kitchen waste, that is subject to odors and may attract insects, rodents, or other vermin.

E-waste – A desktop or personal computer, computer monitor, portable computer, or television sold to a consumer.

Vegetative Debris – Source separated whole trees, tree trunks, tree parts, tree stumps, brush, and leaves (provided they are not composted).

24. Does the site plan have to be prepared by a professional engineer (PE)?

The required site plan does not have to be prepared by a professional engineer. The site plan could be a site plan that was prepared by a PE but has been marked up to show where the TDMA and the stockpiles will be located or can simply be a print-out of an enlarged tax map clearly showing the site with the required information marked on the map.

25. What needs to be on the site plan?

The site plan must show the unprocessed and processed stockpile locations, dimensions of the stockpiles (length, width, and height in feet), stormwater controls that will be implemented, site access and egress, traffic flow within the site, and security measures that will be implemented at the site (gate, fencing, etc.). In addition, photographs showing the existing conditions of the site must be provided.

26. Are there additional approvals required?

Yes, approvals from the County Office of Emergency Management and the Local Fire Official are required and must be submitted with the TDMA Pre-Approval Request Form. Additional approvals from the Pineland's Commission, Highlands Council, the Department's State Historic Preservation Office, Stormwater Program, Endangered Species Program, and/or Freshwater Wetlands Program, may also be required. However the Department will coordinate obtaining these approvals on behalf of the municipality. The municipality may need to supply additional information in order for the Department to obtain these additional approvals.

27. My municipality does not have a local fire official. Who do I get approval from?

If a municipality does not have a local fire official then approval must be obtained from either the County Fire Official or the State Fire Marshal within the Division of Fire Safety in the Department of Community Affairs (609-633-6106).

28. Who can sign the TDMA Pre-Approval Request Form?

For municipalities, the form and certification may only be signed by either the mayor, public works supervisor, or the local OEM.

Last revised 3/17/2015



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
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SHEILA Y. OLIVER
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

COLONEL PATRICK J. CALLAHAN
Superintendent

June 23, 2023

City of New Brunswick
Office of Emergency Management
93 Joyce Kilmer Avenue
New Brunswick, NJ 0890

Dear Tom Dobkowski:

We have reviewed your Emergency Operations Plan (EOP) and find that it meets our criteria for approval as of May 5, 2022. We are pleased to give our approval and appreciate the time and effort you and your staff have devoted to the development of this essential document. In accordance with NJOEM Directives, the EOP should be exercised annually, unless there is an actual incident that permits a thorough evaluation of the EOP, and it must also be reviewed at least once per year by the Local Emergency Management Council (LEMC).

Please note that, pursuant to N.J.S.A. App.A:9-43.3, your EOP must be reviewed and updated at least every two years. Therefore, an updated EOP must be submitted for approval through channels *60 days prior* to the EOP expiration date of May 5, 2024, pursuant to NJOEM Directive 11 (2023). We will send you a reminder notice in advance.

PERSONAL CELL REDACTED

For further information, please contact Lt. C. Boyle at [REDACTED].

Thank you for your interest and participation in Emergency Management.

Sincerely,

For: Patrick J. Callahan, Colonel
State Director of Emergency Management

Christian Dreyer, Major
Commanding Officer
Emergency Management Section

cc: Bill Johnson, Middlesex County OEM Coordinator
Lt. C. Boyle, ERB Central Regional Unit



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INTER-OFFICE MEMORANDUM



JAMES M. CAHILL
MAYOR

MEMO TO: THOMAS E. DOBKOWSKI, OEM COORDINATOR
FROM: MAYOR JIM CAHILL
RE: APPOINTMENTS TO THE EMERGENCY MANAGEMENT
COUNCIL OF THE CITY OF NEW BRUNSWICK
DATE: JANUARY 1, 2024

Please be advised I am hereby appointing the following individuals to the Emergency Management Council of the City of New Brunswick for the term indicated:

Thomas E. Dobkowski (Already Active Term) Emergency Management Coordinator	Three-Year Term 1/1/2022 – 12/31/2024
--	--

Dorian Minond Primary Deputy Coordinator & EOC Officer	One-Year Term 1/1/2024 – 12/31/2024
--	--

Donald Whitlock 2 nd Deputy Coordinator & EOC Officer	One-Year Term 1/1/2024 – 12/31/2024
--	--

Pedro M. Rodrigues Communications Service Officer	One-Year Term 1/1/2024 – 12/31/2024
---	--

Vincent M. Sabo Primary Police Service Officer	One-Year Term 1/1/2024 – 12/31/2024
--	--

Thierry M. Lemmerling 2 nd Police Service Officer & Counter Terrorism Officer	One-Year Term 1/1/2024 – 12/31/2024
--	--

Timothy Thompson Fire Service Officer	One-Year Term 1/1/2024 – 12/31/2024
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Luis Sasso Emergency Medical Service Officer & Health Officer	One-Year Term 1/1/2024 – 12/31/2024
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Michael K. Drulis City Administrator	One-Year Term 1/1/2024 – 12/31/2024
--	--

Joseph T. Miller Public Information Officer	One-Year Term 1/1/2024 – 12/31/2024
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Keith Jones III
Social Services Coordinator & Shelter Officer

One-Year Term
1/1/2024 – 12/31/2024

Thomas D. Valenti
Public Works Service Officer & Evacuation/Damage Officer

One-Year Term
1/1/2024 – 12/31/2024

Victor Fair
2nd Public Works Service Officer

One-Year Term
1/1/2024 – 12/31/2024

Edward J. Grobelny
2nd Evacuation/Damage Officer

One-Year Term
1/1/2024 – 12/31/2024

Alexei Walus
Water Utility Service Officer

One-Year Term
1/1/2024 – 12/31/2024



Appendix A-13. City of New Brunswick

The City of New Brunswick participated in the 2020/2021 Middlesex County Hazard Mitigation Plan (HMP) update. This appendix includes the locally-specific information about the City. The following sections detail the planning process and participants; the current population, building stock, and land development trends; hazards that specific to the City and corresponding risk assessments; the City's mitigation strategy, and a local capability assessment. Information and data that is uniform throughout the planning area is included in Sections 1-7 of this plan update.

1. PLAN DEVELOPMENT

On June 22, 2020, the City of New Brunswick returned a Letter of Intent to Participate in the Hazard Mitigation Plan, designating various municipal employees to sit on a Local Planning Committee, as listed below. The Local Planning Committee completed municipal worksheets (included in Appendices C & E) and worked to gather the necessary information to support the plan update. Members of the LPC and other municipal representatives met with the Planning Consultant on October 22, 2020. The LPC reviewed all drafts of this appendix prior to adoption.

See section 2.2 in the main body of the Hazard Mitigation Plan for a description of the stakeholder engagement process and the list of members on the stakeholder engagement committee. The members included representatives from social service, health, educational, environmental and utility organizations that serve Middlesex County residents, with service areas that range from local to county-wide. Stakeholder input received from the committee is summarized in section 4.2.3.

Due to the limitations on participation posed by the pandemic and the strains on time and resources for many local governments and other community organizations during the year 2020, participation of stakeholders at the municipal level was limited. In accordance with FEMA guiding principles for inclusive participation at various levels, the planning team will place a high priority on expanded efforts towards stakeholder participation on local planning committees in future plan updates.

Table 1. City of New Brunswick Local Planning Committee Members (2021)

Name	Title	Organization
Michael Drulis	Business Administrator	City of New Brunswick
Leslie Zeledon	Clerk	City of New Brunswick
Edward Grobelny	Construction Code Official	City of New Brunswick
Thomas Valenti	Engineer	City of New Brunswick
James Cahill	Mayor	City of New Brunswick
Robert Rawls	OEM Coordinator	City of New Brunswick
Joseph Allen	Deputy OEM Coordinator	City of New Brunswick
Daniel Dominguez	Planning and Economic Development	City of New Brunswick
Victor Fair	Public Works	City of New Brunswick
Edward Spencer	Recreation Department	City of New Brunswick



2. COMMUNITY PROFILE

Physical Location

The City of New Brunswick has a total area of 5.78 square miles and is located in the west-central region of Middlesex County, New Jersey. It sits adjacent to the Raritan River and is bordered by Highland Park, Edison and Piscataway across the river to the north, North Brunswick and East Brunswick to the southeast southwest, and Franklin Township, Somerset County to the west.

Hydrography and Hydrology

New Brunswick is located on the west bank of the Raritan River, within the Raritan River Basin. The river is tidal throughout this stretch as it flows to Raritan Bay. There are only two major tributaries within the City. Mile Run, which originates in the southwestern area of the City and flows north along the western boundary until it meets the Raritan. The Lawrence Brook flows from Westons Mill Pond to the Raritan along the City's eastern boundary. The Lawrence Brook is tidally influenced along this stretch, up to the dam at the pond. The Delaware and Raritan Canal originates in New Brunswick and runs adjacent to the Raritan River in the northern half of the City.

History and Governance

The City of New Brunswick was formally incorporated on September 1, 1784, from the land known as New Brunswick by Royal Charter. The City is governed under the Mayor-Council form of government, and has an elected Mayor and five Council members. The Mayor is elected directly to a four-year term of office. Town Council members are elected to serve four-year terms on a staggered basis, with two or three seats coming up for election every other year. Each month, the City Council holds meetings open to the public where it discusses legislation under consideration.

New Brunswick is the County Seat for Middlesex County, and is known as the “Hub City” for its central location and access to major transportation networks in New Jersey. It is home to Rutgers University and the world headquarters of Johnson and Johnson. Two major hospitals, Robert Wood Johnson University Hospital and St. Peter's University Hospital, along with the Bristol Myers-Squibb Children's Hospital and Cancer Institute of New Jersey, creating a center of healthcare in the municipality.

3. CLIMATE PROFILE

Table 2. Climate Change Interactions and Impacts Summary

Primary Climate Change Interaction	Natural Hazard	Other Interactions	Potential Climate Change Impacts
Changes in Precipitation	Drought		Less rainfall can prompt droughts; both possess negative impacts on agricultural output.
	Flooding	Dam/Levee Failure	Increased rainfall will cause more floods that can overtop dams and break levees.
	Geologic	Power Failure	Increased rainfall can lead to soil saturation, which catalyzes landslides. Landslides can damage existing power and fuel infrastructure.
Sea Level Rise	Flooding Hurricanes, Nor'easter	Power Failure	Exacerbated by sea level rise, events like coastal floods, hurricanes, and nor'easters can all overburden and damage existing engineering and utility infrastructure.



Extreme Temperature	Drought, Wildfire		Increased heat can kill trees and accumulate masses of flammable dry wood or brush. This can cause wildfires or brushfires to burn longer and with more intensity.
		Power Failure	Electricity use for air conditioning may strain power grids leading to outages.
Non-Climate Influenced Hazards	Earthquake	Power Failure	There are no established connections between climate change and the likelihood of this hazard.

4. DEMOGRAPHICS

Population Trends

According to the American Community Survey, the population in 2019 was 56,084. This is a 1.61% increase from 2010. The City of New Brunswick has a population density of 9,703 persons per square mile. It is the most densely populated municipality within the County. New Brunswick has one of the largest Hispanic communities in New Jersey at almost 50% of the population. In addition, New Brunswick has a large student population associated with Rutgers University. A summary of major population and household characteristics may be found in the following tables.

Table 3. Population Summary Estimates (2019 American Community Survey)

Population	Quantity	Percent of Municipal Population
Total Population	56,084	100
Median Age	23.2	N/A
17 years and under	13,034	23.2
65 years and over	3,212	5.7
Race		
White	36,030	64.2
Black/African-American	8,166	14.6
Native American/Alaskan Native	39	0.1
Asian	5,629	10
Native Hawaiian/Pacific Islander	27	0
Other Race (unspecified)	5,075	9
Two or More Races	1,118	2
Hispanic or Latino	28,099	50.1

Population statistics may further reveal potential vulnerabilities in the community. The following table details the distribution of two groups included in vulnerable population analyses (children and the elderly) according to household description. Residents living alone, particularly the elderly, may have fewer coping mechanisms and resource than those in household groups, therefore may constitute a demographic that could require assistance in mitigating their vulnerability.

Table 4. Household Characteristics Summary Estimates (2019 American Community Survey)

Households	Quantity	Percent of Total
Total Households	14,893	100
Family Households (related)	8,782	59



Family Households w children under 18	5,906	39.7
Non-Family Households (unrelated)	6,111	41
Non-Family Households, living alone	3,853	25.9
Non-Family Households, living alone over 65	1204	8.1

The majority of housing units in New Brunswick, upwards of 82%, are renter-occupied. The City's housing stock is predominantly over 40 years old with almost 68% of the units constructed prior to 1979.

Table 5. Housing Characteristics Summary Estimates (2019 American Community Survey)

Housing Characteristics	Estimate
Total Occupied Housing Units	14,893
Percent Owner-occupied	17.2
Percent Renter-occupied	82.8
Percent built after 2010	5.7
Percent built before 1979	67.8

Vulnerable Populations

Vulnerable populations include those groups that may require special assistance, considerations, accommodation or other needs during emergency events to facilitate their effective and safe compliance with emergency instructions. This includes, but is not limited to, those individuals needing mobility assistance (strollers, wheelchairs, etc.), those with financial needs (cannot afford hotel rooms, food, necessities, during evacuation periods, etc.), those requiring translation or interpretation services to understand emergency information (non-English-speaking populations, deaf and hard of hearing), persons considered legal minors, persons with cognitive impairments, persons with specialized medical needs (electric dependent equipment, refrigerated medications, use of personal assistants for routine and basic care, medical transportation needs, etc.), and populations with social disadvantages or other needs that may require unique considerations during emergency events. Identifiable vulnerable populations in New Brunswick include (but may not be limited to) the following:

Table 6. Social Vulnerability Profile

High Overall Social Vulnerability Tracts	9	
Municipal Socioeconomic Status	High Vulnerability Tracts	10
Population Variable	Population Within Variable	% of Total Population
Below Poverty	16,100	28.71%
Unemployed	1,735	3.09%
No High School Diploma	9,571	17.07%
Municipal Household Composition & Disability	High Vulnerability Tracts	0
Population Variable	Population Within Variable	% of Total Population
Aged 65 or Over	3,212	5.73%



Appendix A: Municipal Appendices
Adoption – January 2022

Aged 17 Or Younger	13,034	23.24%
Civilian with a Disability	3,507	6.25%
Household Variables	Households Within Variable	% of Total Households
Single-Parent Households	2,738	16.74%
Average Household Income: \$15,347		

Municipal Minority Status & Language	High Vulnerability Tracts	8
Population Variable	Population Within Variable	% of Total Population
Minority	42,210	75.26%
Black or African American	7,668	13.67%
AIAN	39	0.07%
Asian	5,563	9.92%
NHPI	27	0.05%
Other	128	0.23%
Two Or More Races	686	1.22%
Hispanic or Latino	28,099	50.10%
Speak English "Less than Well"	9,919	17.69%

Municipal Housing & Transportation	High Vulnerability Tracts	8
Household Variables	Households Within Variable	% of Total Households
Multi-Unit Structures	5,137	31.41%
Mobile Homes	0	0.00%
Crowding	2,287	13.98%
No Vehicle	4,091	25.02%
Population Variable	Population Within Variable	% of Total Population
Group Quarters	8,798	15.69%

Social vulnerability is presented in section 3.4.1 of the report. During our discussion, the individual municipalities referenced considerations for vulnerable populations. In New Brunswick, officials identified vulnerable populations as those that have limited English, which are geographically distributed in neighborhoods that are outside of downtown or Rutgers student housing.

Recent and Expected Development

According to the City, there has been interest in developing the former police station parcel south of Albany Street in the Raritan floodplain (zoned R7). Some minor development has taken place around Mile Run at the border with Somerset, though more major developments are in the pipeline for this area. Office spaces have been developed in the area northeast of St. Peters Cemetery.

All new development projects are subject to floodplain regulations and stormwater management regulations.



Table 7. Land Use Change and Projects Proposed

Project Name	Type	Number of Structures	Location	Known Hazards	Description/Status
unknown	Commercial dev (may be mixed w/ residential)	unknown	Jersey Avenue at Mile Run	Mile Run has Flood hazard areas at Jersey Ave	Just got preliminary approval from D&RCC
Valenti School (K-8)	New location of Public Sch (former Lincoln Annex)	Unknown	50 Jersey Ave (between Comstock & Hale Streets)	None	Development/planning in progress

Community Lifelines and Interconnections with Hazard Mitigation and Response

In the main body of the HMP, Section 4.5 summarizes the reliance and relationships between municipalities and community lifelines with regard to specific hazards. Each of the seven lifelines (safety/security, food/water/shelter, health/medical, energy, communications, transportation, hazardous material) represent a critical area for response. This is the first year that the plan is using this lifeline framework. As a result, each of the municipal entities may have some data deficiencies regarding the reporting about the presence of specific lifeline sub-components. NJOEM intends to further inventory and identify data sources that will assist communities in building out comprehensive lifeline and asset inventories.

Community lifeline risk assessments, because of their systematic view and reliance on regional collaboration, are recorded as part of the main planning document.

In New Brunswick, the City's Community Services department coordinates well with local providers to support food/water/shelter needs during flood and hurricane. These nonprofits (Esperanza and City Market) serve as a community lifeline in communications in helping with getting word out. During the pandemic, relationships with health agencies were strengthened, and communication lifelines through the local nonprofits helped to translate COVID materials into Spanish translation.

5. HAZARDS

Table 8. Hazard Assessment

Hazard	2015 Priority	2021 Priority	LPC Comments
Civil Unrest	<i>new in 2021</i>	Low	
Coastal Erosion	Low	Low	tidally influenced
Dam/Levee Failure	Low	High	impacts water supply and flooding -- 4 dams coming down to New Brunswick
Drought	Low	Low	
Earthquakes	Low	Low	Don't have this
Extremely High Temperatures	Medium	Medium	
Extremely Low Temperatures	Medium	Medium	



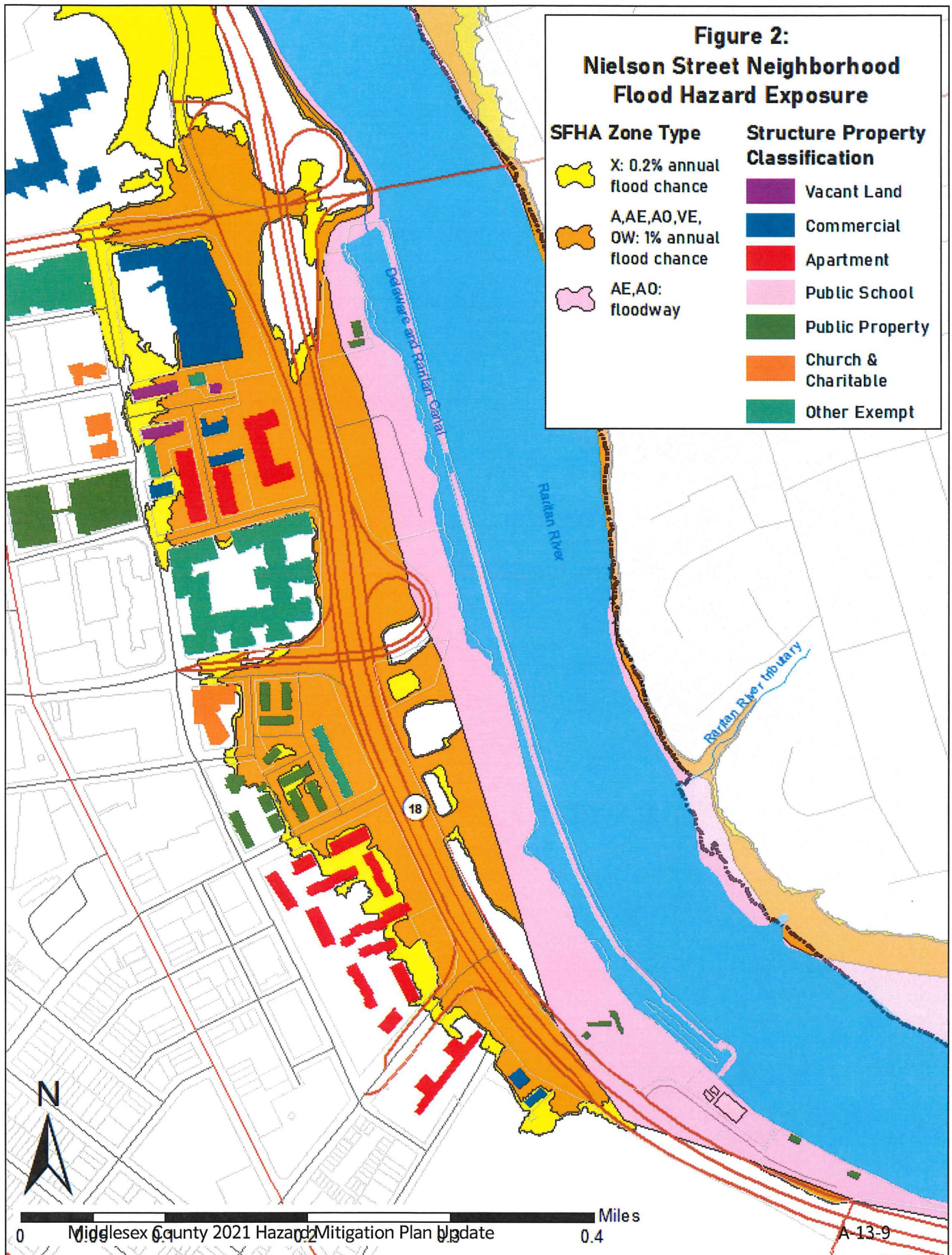
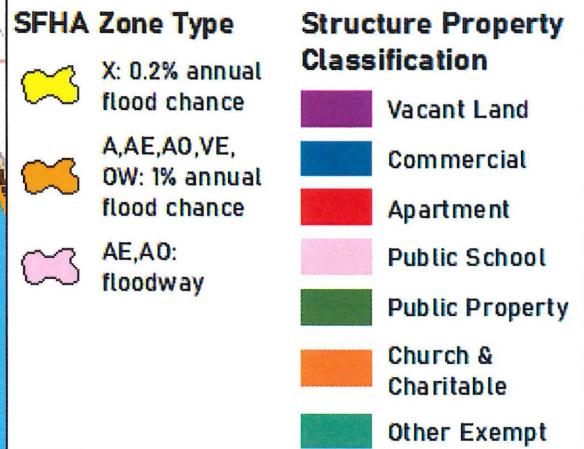
Floods (riverine, coastal, storm surge, tsunami, and stormwater flooding caused by local drainage and groundwater levels)	Medium	High	any storm has impacts from flooding and wind. Flooding impacts water supply at D&R Canal (near Landing Lane Bridge) pump stations and at Weston Mill Dam intakes
Geologic Hazards (landslides, subsidence, and sinkholes)	<i>not ranked</i>	Low	
Hazardous Materials (fixed sites, rails, and other transportation)	Medium	Medium	
Hurricanes/Tropical Storms	High	High	indicated in LPC mtg “we are used to them”; accompanied by high winds and downbasin floods
Nor’easters	High	High	
Pandemic	<i>new in 2021</i>	Medium	
Power Outages	High	High	
Severe Weather (high winds, tornadoes, and hail)	High	High	concerned with storm impacts for wind
Wildfire	Low	Low	Don’t have this
Winter Storm (snow, blizzards, and ice storms)	High	Medium	indicated in LPC mtg that these are disruptive but rare; lowered ranking

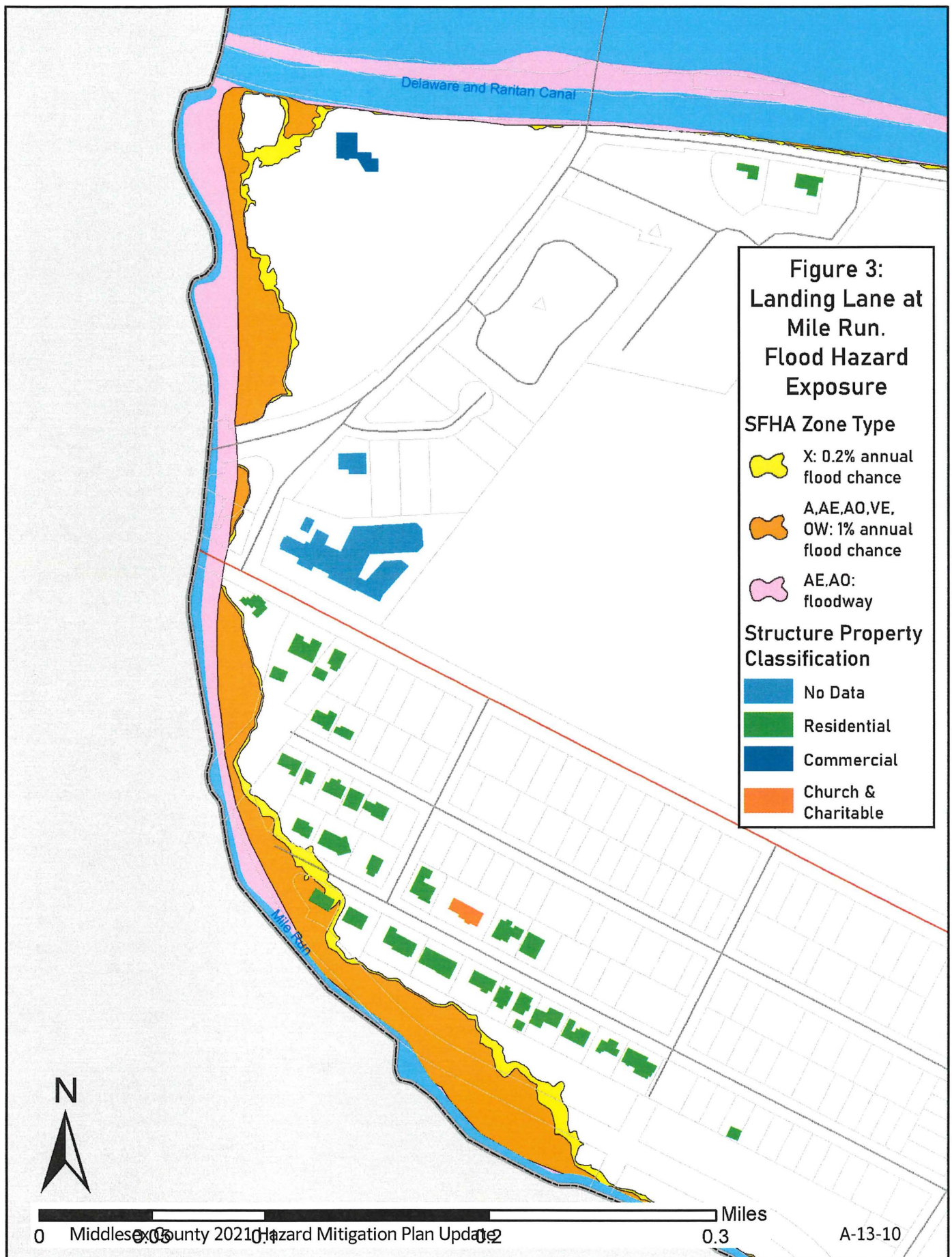
Table 8 shows the community hazard rankings from 2015 and from 2021. As part of the development of the jurisdictional appendices for the 2015 plan, municipalities ranked the list of hazards as high, medium, low, or no concern. For the 2021 update, municipalities again considered and ranked the salience of the hazards. This time, municipalities selected the top three priority hazards, shown as “High” in the 2021 column of the table. (Note that two hazards, pandemic and civil unrest, were added to the 2021 list). For those hazards not ranked as the top three, the 2021 column carries through the same ranking as the 2015 column, unless there was a specific discussion about that hazard changing in severity in the five-year span. The specific hazards in the subsections below are based on these rankings.

Here we highlight any changes in the hazard profile between 2015 and 2021, with detail about those changes drawn from meetings with the local planning committee.

- Dams/Levee Failure – Rank increased from Low to Medium. There are four dams north of New Brunswick and if they fail, it impacts water supply and flooding
- Floods – Rank increased from Medium to High. Flooding impacts water supply at D&R Canal (near Landing Lane Bridge) pump stations and at Weston Mill Dam intakes
- Pandemic (New Hazard) – Ranked Medium. No additional details were provided.
- Winter Storms – Rank decreased from High to Medium. When they occur, they can be difficult but they are rare and the city is accustomed to dealing with them.

**Figure 2:
Nielson Street Neighborhood
Flood Hazard Exposure**





Data Sources: NJ MOD-IV, FEMA, NJDEP

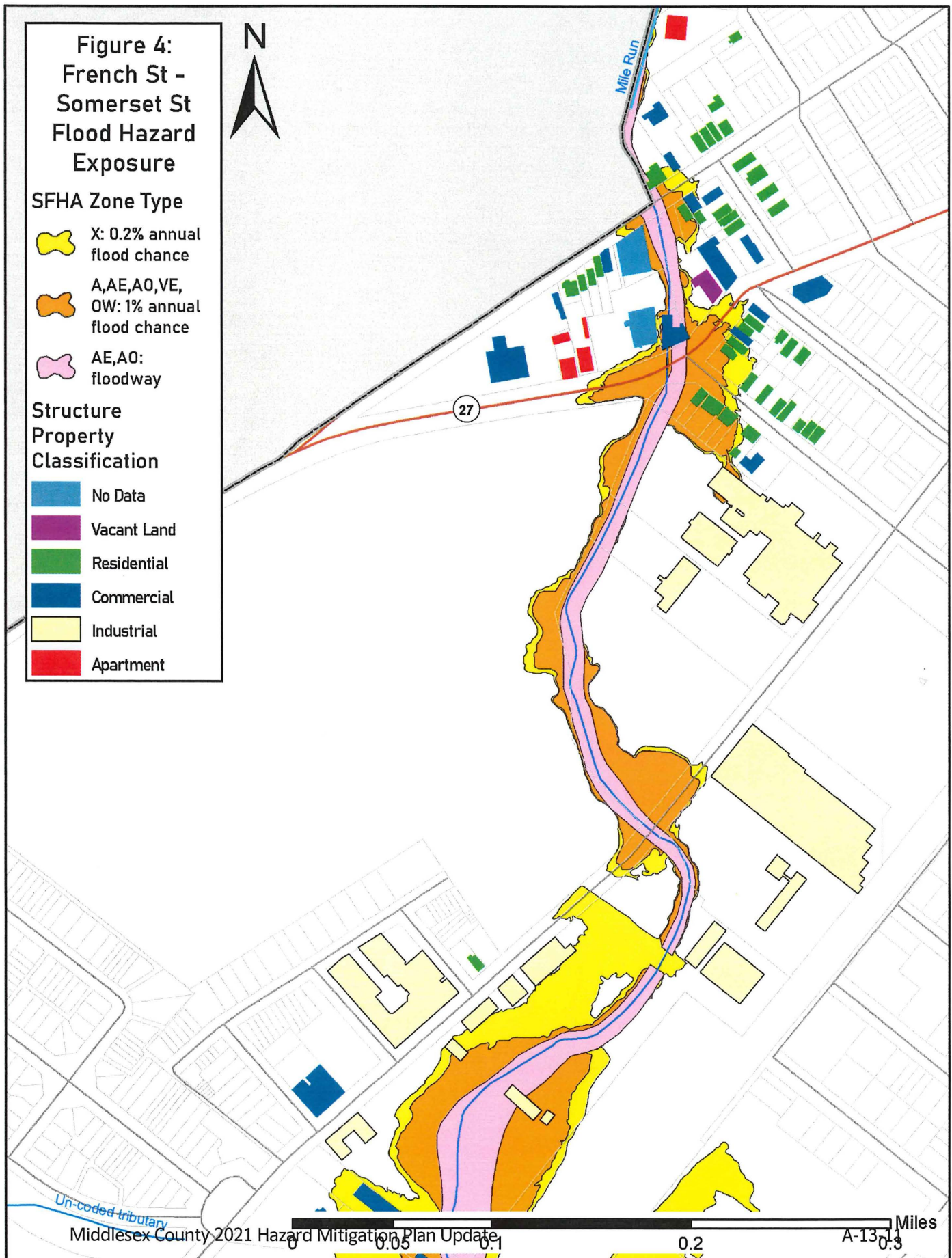
**Figure 4:
French St -
Somerset St
Flood Hazard
Exposure**

SFHA Zone Type

-  X: 0.2% annual flood chance
-  A, AE, A0, VE, OW: 1% annual flood chance
-  AE, A0: floodway

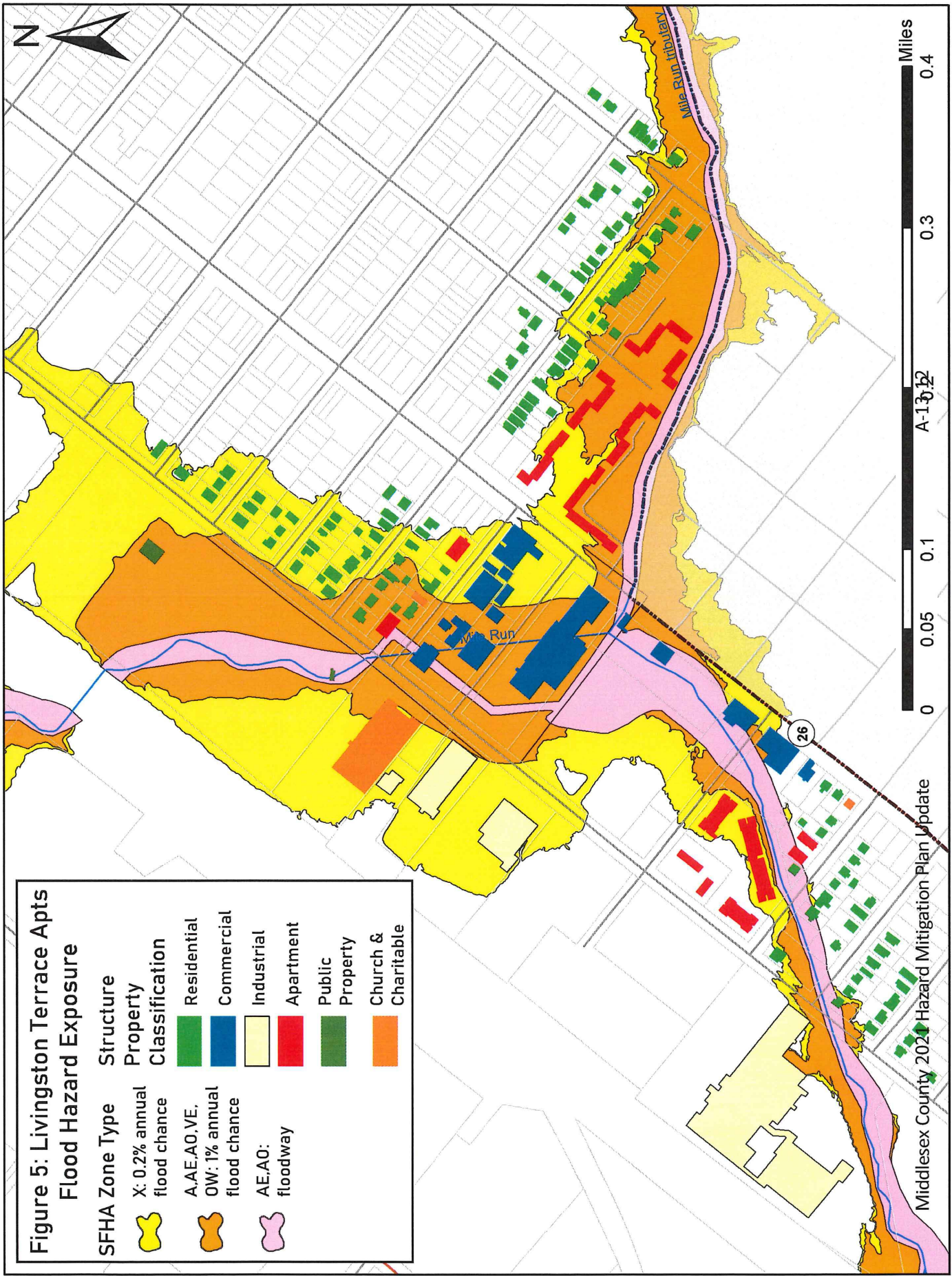
**Structure
Property
Classification**

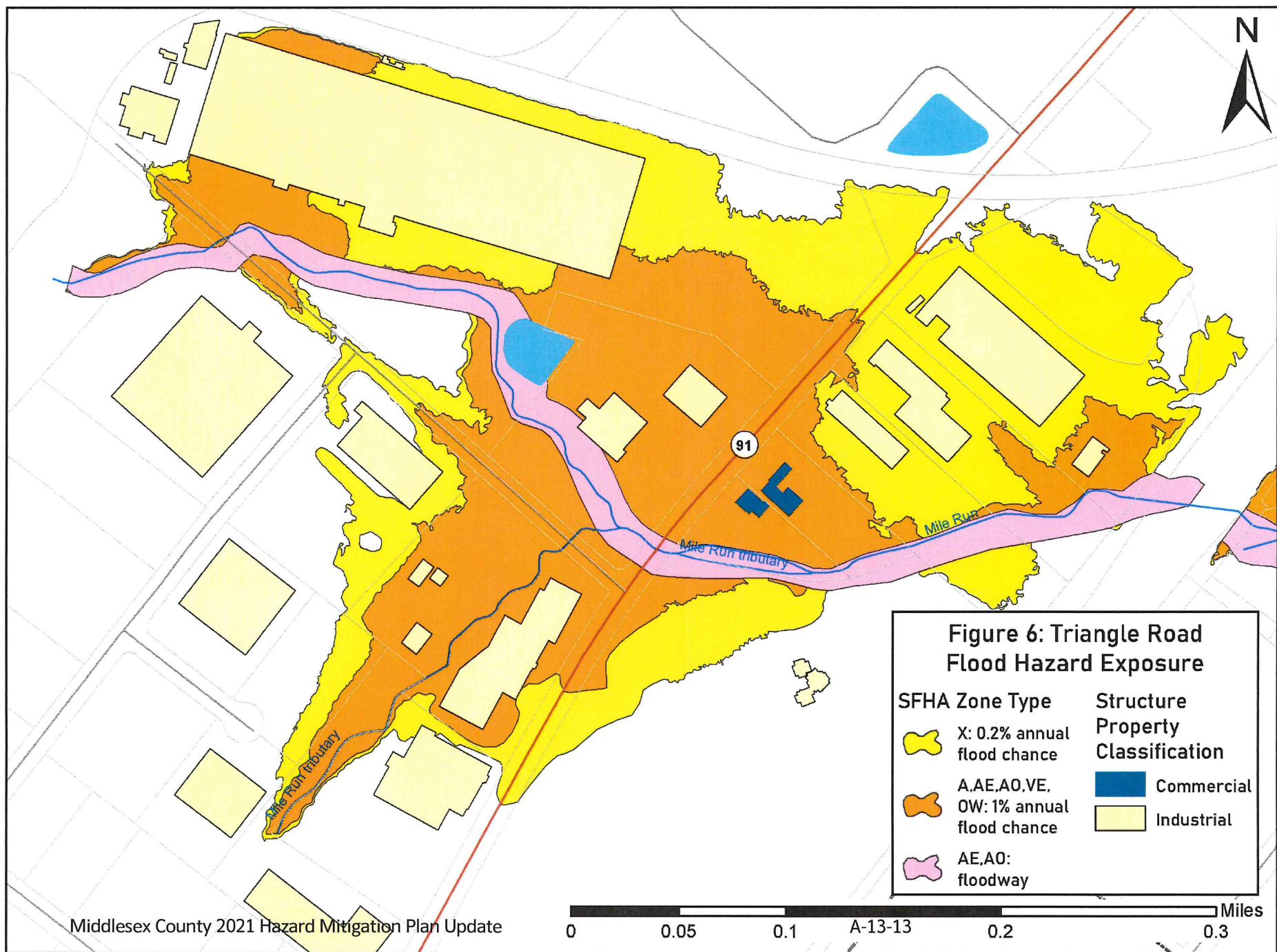
-  No Data
-  Vacant Land
-  Residential
-  Commercial
-  Industrial
-  Apartment



Middlesex County 2021 Hazard Mitigation Plan Update

Miles
A-13





Data Sources: NJ MOD-IV, FEMA, NJDEP



National Flood Insurance Program and Repetitive Loss Properties

To provide a sense of the flood risk in a community it is also beneficial to summarize the policies in force and claims statistics from the National Flood Insurance Program (NFIP). New Brunswick has been a member of the NFIP since 1979. New Brunswick does not currently participate in the Community Rating System (CRS) program.

FEMA NFIP statistics indicate that as of December 2020, federal flood insurance policies were in-force on 97 (70) properties in New Brunswick. Between 1978 and 2020, there have been a total of 46 (40) NFIP insurance claims in the jurisdiction, with a total claims value of \$1,712,107 (\$1,734,058). As of September 2019, FEMA calculated that 31.78% of structures whose parcels were within the effective special flood hazard area held federal flood insurance.

Table 9 compares the number of policies in-force and paid claims in the jurisdiction. The table shows that New Brunswick comprises 2.9% of the NFIP policies in-force in Middlesex County. The average NFIP claim in New Brunswick \$37,220 (\$43,351) is slightly higher than the County average of \$26,259 (\$31,549).

It should be noted that NFIP claims are not a direct or completely accurate proxy for flood risk in a community. The data does not include flood damages to structures that had no flood insurance. Also, in some cases, structures or contents may have been underinsured. The NFIP claims data also does not include any damages to public facilities, which may be insured via other means (such as self-insurance or non-FEMA policies); such damages may also be addressed through other federal programs such as FEMA's Public Assistance Program.

Table 9. NFIP Policies and Claims in New Brunswick

Measure	New Brunswick	Middlesex County	Local Percent
2020 Policies in Force	97	3,344	2.9
Total Claims (1978 – Current)	46	4,331	1.1
Total Paid (1978 – Current)	\$1,712,107	\$113,730,153	1.5

Source: FEMA HUDEX Report (https://nfipservices.floodsmart.gov/sites/default/files/NFIP_HUDEX-Policy-Loss-Data-by-Geo_20201231.xlsx)

Table 10. Replacement Value of Properties (in thousands (\$000)) within FEMA FIRM Inland and Coastal Flood Hazard Areas, New Brunswick

		1 vacant	2 residential	4A commercial	4B industrial	4C apartment	15B Other School property	15C public property	15D church & charitable property	15F other exempt	no class data	Grand Total
AE	\$ Value	\$0	\$2,482	\$3,687	\$9,114	\$28,591	\$0	\$0		\$0	\$0	\$43,875
	Number	2	16	9	9	9	3	15		2	2	67
AO	Value		\$659	\$10,906		\$706			\$0			12,271
	Number		8	7		1			1			17
100 Year Floodplain (AE, AO)	Value	\$0	\$3,141	\$14,593	\$9,114	\$29,297	\$0	\$0	\$0	\$0	\$0	\$56,146
	Number	2	24	16	9	10	3	15	1	2	2	84
X	Value	\$0	\$5,738	\$7,396	\$12,541	\$8,063	\$0	\$0	\$0	\$16	\$0	\$33,754
	Number	1	40	13	10	5	0	4	1	1	0	75



Notes: Exposures include flooding from both tidal and non-tidal waters. The 'X' (500-year floodplain) exposure row represents those facilities exposed between the 100-year and 500-year floodplain, **not a cumulative value**. The replacement value for church & charitable properties is consistently \$0 because those assessments are based on property tax payments, from which such properties are exempt. Public properties partially represent buyout properties where previous building footprints have been purchased and come under public ownership and demolition. Commercial and apartment buildings represent more than one unit / household exposure.

FEMA FIRM maps and hazard areas are the current standard for floodplain management, and this standard was used to determine properties in hazard areas (Table 10). The 100- and 500-year FEMA FIRM flood zones, 3-foot and 5-foot MHHW water levels, and building footprints are shown in Map 1, with additional neighborhood-scale detail for the area between the Raritan River and Nielson Street, Mile Run near Landing Lane, French St-Somerset St-Jersey Ave, the Livingston Terrace Apts vicinity, and Triangle Road vicinity, in Maps 2 through 6.

For a 1% annual chance flood event (100-year flood), residential property exposures are greatest in number, followed by commercial, public property, and apartments. However, by replacement value, apartments are the largest class, followed by commercial, industrial, then residential. Specific streets or areas of the Township with properties in the 100-year zone include:

- Nielson St, Hiram St, Dennis St, and Richmond St. John St, Hildebrand Wy, Riverside Dr, and Tabernacle Wy. Voorhees St. Rte 18. (Map 2)
- Carpenter Rd.
- Jefferson Ave at Mile Run. (Map 3)
- Somerset St, French St, Sandford St, Jersey Ave. (Map 4)
- Joyce Kilmer Ave, Loretto St, Charles St, Elizabeth St, Livingston Ave, and Lee St. 4th St, 5th St, Joyce Kilmer Ave. (Map 5)
- Paul Robeson Blvd near Elwood Cemetery.
- Jersey Ave and Triangle Rd. (Map 6)

Within the 0.2% annual chance X-zone floodplain (500-year), the properties additionally exposed are less in total value, but similar in number, compared to properties exposed in the 100-year floodplain. While much of the expanded exposure in the 500-year floodplain is contiguous to properties on the streets mentioned above, additional streets in the Township with exposed properties include:

- Johnson Dr, between Johnson Hall and Route 18
- Burnet St (Water bldg southeast of Edgebrook Rd)
- Joyce Kilmer at May, Juliet, and Ellen Streets. Remsen Ave. (Map 5)

Due to peculiarities of the GIS data, building footprints, and parcel geometry, some buildings may be assigned matches with "not-the-most-representative" parcel value data. For example, Block 4, Lot 37 is the north half of the Hiram Square condos, but all 15 condo units are 15F-Other Exempt and the outdoor parking/common area is 1-Vacant. The flood-affected buildings are therefore classified and valued according to the parcel data. A re-examination of the values for buildings with questionable property classes may be indicated, but this was too detailed/granular/intensive for the current county-level analysis. Nonetheless, for the coastal flooding analysis (see below), a building-specific breakdown is provided for additional clarity.



Appendix A: Municipal Appendices
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As sea-levels rise, exposures to structures in New Brunswick increase and change in composition. Table 11 depicts the building footprints that are fully inundated or exposed to more than 700 sf flooding when a coastal flood event for each of the given heights (2,3,5,7, and 12 ft above MHHW) occurs. The replacement value of the structures and property classifications are derived from the 2019 NJ MOD-IV database of property tax records.

Table 11. Cumulative Replacement Value of Properties (in thousands (\$000)) Exposed to Coastal Flooding Water Levels

		1 vacant	4A commercial	4C apartment	15B Other School property	15C Public Property	15F other exempt	no class data	Grand Total
2 ft MHHW	Value							\$0	\$0
	Number							1	1
3 ft MHHW	Value							\$0	\$0
	Number							1	1
5 ft MHHW	Value				\$0	\$0		\$0	\$0
	Number				1	2		1	4
7 ft MHHW	Value		\$50,963		\$0	\$0		\$0	\$50,963
	Number		1		2	5		2	10
12 ft MHHW	Value	\$0	\$72,204	\$25,512	\$0	\$0	\$1,385	\$0	\$99,101
	Number	2	6	4	2	14	4	2	34

Notes: Each row represents cumulative counts and values for all properties exposed to a flood event at the given threshold. Exposure include only coastal flooding (i.e., inland flood exposures from non-tidal waters are not assessed). The replacement value for church & charitable properties is consistently \$0 because those assessments are based on property tax payments, from which such properties are exempt. Public properties partially represent buyout properties where previous building footprints have been purchased and come under municipal ownership. Commercial and apartment buildings represent more than one unit / household exposure.

In New Brunswick, no structures are exposed to existing high tide flooding (approximately 2 ft MHHW), aside from an instream portion of the railroad bridge across the Raritan. This exposure is consistent into the 3 ft MHHW extent.

At 5 ft above MHHW, three additional structures, located in Boyd Park, are exposed: the Rutgers Boathouse (15B) and two open picnic shelters (15C), both on Voorhees St between Route 18 and the Raritan River.

At 7 ft MHHW, six more structures are exposed. Two, publicly-owned, are at the north end of Boyd Park, near the Rte 27 off-ramp; these may be temporary buildings or trailers. A third building is near the Boyd Park parking lot. The fourth building is an outbuilding adjacent to the Rutgers Boathouse. The fifth is the commercial-class Johnson & Johnson headquarters office, though inspection of flooding data indicates that this exposure is non-contiguous with the Raritan River, and may be due to derived elevation modeling. The sixth is the Raritan River Boat Club – although on the Edison side of the river, it extends into waters within New Brunswick's border.

At 12 ft MHHW, 24 additional structures between the Raritan River and Neilson Street are exposed. These include 16 multifamily buildings, not all of which are classed as 4C. These are located at Hiram Square condos (3 bldgs, classes 1 & 15F), at Mack-Cali Riverwatch (3 bldgs, class 4C), at Plaza Square (1 bldg, 15F), Hope Manor / Riverside (8 bldgs, 15C & 15F), and the New Brunswick Apartments (1 bldg, 4C).



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Also included in exposure at this flood level are 6 commercial properties: the Hyatt Regency hotel, two restaurant buildings on Dennis Street, the Kilmer Square building (classified as 15F in the source data) and a gas station and a convenience store near the Paul Robeson Blvd onramp to Rte 18-S; and one more public property: a NBWU pumphouse on Burnet St.



Table 12. Repetitive Loss Properties (NFIP) in New Brunswick

Flood Zone	Number of Repetitive Loss Properties			Number of Repetitive Loss Claims			Property Losses (thousands of dollars)		
	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total
AE	1	0	1	5	0	5	\$436	\$0	\$436
AO	1	0	1	2	0	2	\$73	\$0	\$73
X	2	0	2	6	0	6	\$366	\$0	\$366
All zones	4	0	4	13	0	13	\$875	\$0	\$875

This table omits properties that could not be geolocated to a specific address or flood zone. In New Brunswick, such properties consist of 1 unmitigated property with 2 claims totaling ~\$20 thousand in losses.

Table 12 above accounts for all *NFIP-recorded* Repetitive-Loss properties, claims, and losses in the City of New Brunswick. There is no spatial clustering of these properties. Specific addresses of individual RL properties may not be divulged. None of these properties that have been mitigated, according to NFIP records.

6. CAPABILITIES ASSESSMENT

Each community within the planning area has a unique set of capabilities and priorities that affect its mitigation strategy. The following tables detail the capabilities assessed for the City of New Brunswick during this plan update.

Table 13. Planning and Regulatory

Tool / Program (code, ordinance, plan)	2015	2021	Updated	Mitigation Updates
Master Plan	Y	Y	N	
Capital Improvements Plan	Y	Y	N	
Floodplain Management / Basin Plan	N	N	N	
Stormwater Management Plan	Y	Y	N	
Open Space Plan	N	N	Y	2020 - Chapter 8.64 https://library.municode.com/nj/new_brunswick/codes/municipal_code?nodeId=TIT8HESA_CH8.64OPSPTRFU
Stream Corridor Management Plan	Y	Y	N	
Watershed Management or Protection Plan	N	N	N	
Economic Development Plan		Y	N	
Comprehensive Emergency Management Plan	Y	Y	N	
Emergency Operation Plan	Y	Y	Y	2020 - EOP
Post-Disaster Recovery Plan	N	N	N	
Transportation Plan	N	N	N	
Strategic Recovery Planning Report		N	N	
Zoning Ordinance	Y	Y	N	
Subdivision Ordinance	Y	Y	N	
NFIP: Cumulative Substantial Damages		N	B	
Growth Management Ordinances	N	N	N	
Site Plan Review Requirements	Y	Y	Y	2019 Revision, Title 16.24



				https://library.municode.com/nj/new_brunswick/codes/municipal_code?nodeId=TIT16LADEC&O_CH16.24SIPLRE
Stormwater Management Ordinance	Y	Y	N	
Municipal Separate Storm Sewer System (MS4)	Y	Y	N	
Combined Sewer Overflows (CSO)	N	N	N	
Natural Hazard Ordinance	N	N	N	
Post-Disaster Recovery Ordinance	N	N	N	
Real Estate Disclosure Requirement	N	N	N	
Other [Special Purpose Ordinances (i.e., sensitive areas, steep slope)]	Y	Y	N	

Table 14. Staff/Personnel

Resources	2015	2021	Updated	Comments
Planning Board	Y	Y	N	
Mitigation Planning Committee	N	Y	Y	Not formal group – established per guidance mitigation planning personnel
Environmental Board/Commission	Y	Y	N	
Open Space Board/Committee		Y	N	Part of zoning and planning boards
Economic Development Commission/Committee	Y	Y	N	
Maintenance Programs to Reduce Risk	N	Y	Y	City Parks & Shade Tree Dept does regular maintenance
Mutual Aid Agreements	Y	Y	N	
Planner(s) or Engineer(s) with knowledge of land development and land management practices	Y	Y	N	
Engineer(s) or Professional(s) trained in construction practices related to buildings and/or infrastructure	Y	Y	N	
Planners or engineers on staff with a strong understanding of natural hazards	Y	Y	N	
NFIP Floodplain Administrator	Y	Y	N	
Surveyors	N	N	N	
GIS layers and maps	Y	Y	N	
Personnel trained in GIS	Y	Y	N	
Personnel trained in HAZUS		N	N	
Emergency Manager	Y	Y	N	
Grant Writer	N	N	N	
Staff with expertise in cost/benefit analysis	N	N	N	
Professionals trained in conducting damage assessments	Y	Y	N	

Table 15. Education/Outreach and Community Classifications

Program	2015	2021	Updated	Comments
Community Rating System (CRS)	N	N	N	
Building Code Effectiveness Grading Schedule (BCEGS)		N	N	



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Public Protection (ISO Fire Protection Classes 1 to 10)	Y	Y	N	3
Storm Ready	N	N	N	
Firewise		N	N	
Disaster/Safety Programs in/for Schools	Y	Y	Y	Fire safety program for all school age children in City public schools
Organizations with Mitigation Focus (advocacy group, non-government)	N	N	N	
Public Education Program/Outreach (through website, social media)	N	N	N	
Public-Private Partnerships	N	N	N	

Table 16. Fiscal Capabilities

	2015	2021	Updated
Do you have a line item in your operating budget for mitigation project funding?	N	N	N
If no, will you look at mitigation actions when allocating funding in the future?		Y	
Do you have a line item in the Capital Improvement Budget for mitigation project funding?	N	N	N
Have you provided funding for mitigation projects identified in the hazard mitigation plan?	Y	Y	N
Does your town have the authority to Levy Taxes for specific purposes?		N	N
Does your town have user fees for water, sewer, gas or electric service?	Y	Y	N
Do you impose impact Fees for homebuyers or developers of new development/homes?	N	N	N
Does your community have an open space acquisition fund?	N	N	N
Do you use bonds to finance projects (general obligation bonds, special tax bonds, private activity bonds)	Y	Y	N



7. MITIGATION STRATEGY

Table 17. Previous Mitigation Actions – Completed and/or Ongoing

LMA #	HMP round	Mitigation action	Anticipated benefits to hazard mitigation	Applies to existing or new structures	Existing implementation mechanism	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	Status/Review
1	2010	Feasibility study for drainage at Verizon Tandem Office (911 switch for Eastern Seaboard)	N/A	N/A	Not realistic to complete for an existing structure	N/A	N/A	N/A	N/A	N/A	Suspended. Never undertaken
2	Past	Generators for fire department and the water utility	Backup power during outage for critical facilities	Existing	Completed	New Brunswick OEM	2018	750,000	Sandy HMGP	N/A	Completed
3	2015	Improve Charles Street Culvert	Better drainage during storms	Existing	Completed	New Brunswick DPW	2016	200,000	City Capital budget	N/A	Completed
4	2015	Improve Triangle Road Culvert	Better drainage during storms	Existing	None	Middlesex County Engineering	Unknown	1,500,000	Middlesex County	H	Ongoing. Undertaken and in progress
5	2015	Commercial Ave Storm water upgrades	Better drainage during storms	Existing	None	New Brunswick DPW	2022	4,000,000	City capital budget	H	Ongoing. Undertaken and in progress
6	2015	Mitigate repetitive loss properties by acquisition/ elevation	Reduce flood property loss	Existing	Existing NJDEP process	New Brunswick OEM	N/A	N/A	NJDEP Blue Acres or other funding.	L	Ongoing. Two eligible properties are not interested in buyout participation at this time.



7	2015	Install generators in City Hall, Public Library, Senior Center to maintain normal operations.	Allow for backup power at city facilities	Existing	Senior center in 2022-2023	New Brunswick OEM	2023	250,000 each	CDBG	L	Ongoing. Undertaken and in progress
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Table 18. Current Mitigation Actions – Carryover and/or New

LMA #	HMP round	Mitigation action	Anticipated benefits to hazard mitigation	Applies to existing or new structures	Existing implementation mechanism	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	Status/Review
8	2020	Incorporate rain gardens in city parks	Manage stormwater runoff to reduce flooding in city	New	N/A	New Brunswick Planning and Economic Development	Unknown	25,000 each	City budget	L	Ongoing. Possible for future park upgrades
9	2020	Develop green-infrastructure trade-offs for developers to implement pervious surfaces and green stormwater mitigation in development/redevelopment	Manage stormwater runoff to reduce flooding in city	New	N/A	New Brunswick Planning and Economic Development	Ongoing	None	N/A	L	Ongoing. As development requests come in, City will work with developers to plan for this
10	2020	Continue efforts to secure C1 primary water source designation for Lawrence Brook/Farrington Lake	Ensure clean water supply for the long-term	Existing	N/A	New Brunswick Water Utility	2025	50,000	City budget	H	New



8. PLAN ADOPTION

On November 29th, 2021, Middlesex County submitted the initial draft of the 2021 Plan Update to NJOEM for review and comment. After addressing NJOEM comments in the document, the HMP was resubmitted for final consideration and approval by NJOEM and FEMA. FEMA approved the plan on January 26, 2022, and the Plan update was forwarded to the Middlesex County Commissioners for adoption, which occurred on March 17, 2022.

The City Council approved the plan on December 15th, 2021. The City resolution for adoption is provided below, and Middlesex County's adoption resolution is provided as Appendix K of the 2021 HMP update. Following adoption, the plan update was resubmitted to FEMA for final approval, which occurred on January 26, 2022. The FEMA approval letter is included as Appendix L.

9. PLAN MAINTENANCE

The City of New Brunswick will review this Appendix of the County's All Hazards Mitigation Plan every year and give the County's HMP Coordinator an annual progress report. The OEM Coordinator is responsible for convening the LPC, initiating the plan review, and submitting the annual progress report. The LPC may use [worksheet 7.1](#) in FEMA's *Local Mitigation Planning Handbook* to facilitate the review and progress report.. Local progress reports shall be provided to the County HMP Coordinator at least two weeks prior to the annual plan review meeting.

Additionally, the LPC will convene and review the plan when major hazard events impact the jurisdiction, potentially yielding opportunities for mitigation grant funding, or when new information suggests that plan elements do not accurately reflect the community's risk or its mitigation priorities.

If necessary, the OEM Coordinator will convene a meeting of the LPC to review and approve all changes. The City retains the discretion to implement minor changes to the document without formal procedures involving the City Council subject to local policies and regulations.

In addition to the annual progress report, the City of New Brunswick will provide Middlesex County with a copy of the written notice of any changes to the jurisdictional appendix at the time such changes are implemented.

Homeowner Assistance and Recovery Program (HARP)



The Homeowner Assistance and Recovery Program (HARP) provides awards to homeowners impacted by Hurricane Ida for activities necessary to restore their storm-damaged homes, including rehabilitation, reconstruction, elevation, and/or other eligible mitigation activities such as structural and utility retrofits to make damaged homes more resistant to floods.

The awards are made possible with federal Community Development Block Grant Disaster Recovery (CDBG-DR) funding that DCA's Division of Disaster Recovery and Mitigation is administering on behalf of the State of New Jersey.

Who is eligible?

- Homeowners who owned and occupied the home as their primary residence at the time of Hurricane Ida.
- Homeowners of duplexes and triplexes must have occupied one of the housing units at the time of Hurricane Ida and own the property at the time of application.
- Homeowners with a household income up to \$250,000.
- Priority will be given to homeowners 62 years of age or older and/or applicants with a household member who is living with a disability.
- Priority will also be given to low- to moderate-income homeowners whose total household annual gross income at the time of application is less than 80% of Area Median Income (AMI) for the county where their primary residence is located.
- See HARP Program Policy for additional detail.

What structures are eligible?

- Single-family homes, duplexes, triplexes, townhomes, modular homes, manufactured homes, and condominiums with at least 1 foot of flooding in the first floor living space or \$8,000 in damages from Hurricane Ida as determined by FEMA or a third-party damage assessment such as the National Flood Insurance Program (NFIP).
- The Ida-impacted home must be located within one of the disaster-declared counties that were eligible for FEMA Individual Assistance. Those counties are Bergen, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Morris, Passaic, Somerset, Union, and Warren.
- The Ida-impacted home must have had NFIP coverage at the time of the storm if the property is in a Special Flood Hazard Area (SFHA) with a household income greater than 120% of AMI or previously received CDBG-DR funds.

When is the application period?

The application period is February 27, 2023 to May 1, 2023.

How do you apply?

Homeowners may submit applications:

- Online with the use of a personal computer, laptop, smart phone, or tablet. Click on the button below to access the application.

APPLY NOW

- By calling (609) 292-3750 to receive a paper application and/or schedule an appointment to complete the application over the phone or in person.

How a person submits the application does not affect the homeowner's likelihood of receiving an award.

More Information

[Apply for HARP](#)

[HARP Program Policy](#)

[Política del Programa HARP](#)

[HARP Program Fact Sheet](#)

[Hoja de datos del Programa HARP](#)

Contact Us

For additional information,
call or email

Phone

(609) 292-3750

Email

DisasterRecoveryandMitigation@dca.nj.gov

Additional Information:

Only applicants with remaining repair or reconstruction, eligible elevation, or mitigation work may be eligible to receive assistance. Reimbursement of costs for work done prior to submitting an application is not allowed.

In cases where Ida-impacted homes have been substantially damaged and the cost to repair the home is unreasonable, homeowners may be eligible to have their home rebuilt.

Homeowners in the HARP program may be eligible for Housing Rental Assistance (HRA) during the period they are temporarily required to vacate their damaged property due to rehabilitation, reconstruction, or elevation construction activities.

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Tenant-Based Rental Assistance Program (TBRA)



The Tenant-Based Rental Assistance Program (TBRA) supplements rental housing costs for low-income rental households who were impacted by Hurricane Ida. The goal of the rental assistance is to help households access stable housing that they can afford while they work toward their long-term recovery from Hurricane Ida and permanent housing.

The rental assistance is made possible with federal Community Development Block Grant Disaster Recovery (CDBG-DR) funding that DCA's Division of Disaster Recovery and Mitigation is administering on behalf of the State of New Jersey.

Who is eligible?

- Households with a total income of 120% or less of Area Median Income (AMI) .
- Households that currently live in or were residing at the time of Hurricane Ida in the following counties: Bergen, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Morris, Passaic, Somerset, Union, and Warren.
- Households that are still displaced from Hurricane Ida and are currently unhoused, at risk of becoming unhoused; or are residing in housing that is not safe, stable, sanitary, or affordable.
- Households not receiving another form of rent subsidy.
- Households with at least one adult member who is a legal resident of the United States.
- First priority will be given to households at or below 30% of AMI.
- Second priority will be given to households between 30% and 80% of AMI.

What can the assistance be used for?

- Rental payments paid directly to the tenant's landlord to pay a portion of the rent. The rental payment will not exceed 30% of the tenant's adjusted gross monthly income.
- Rental payments on housing units that do not exceed 130% of Fair Market Rent (FMR) as defined by HUD for the county where the unit is located.
- Utility allowance for housing units that do not include utilities in the rent.
- Rental application fees (limited to households at or below 80% AMI).
- Security deposits of up to 1.5 months of rent.

Where can the assistance be used?

Assistance must be used for rental housing units located in the 12 counties that received the most impact from Hurricane Ida: Bergen, Essex, Hudson, Middlesex, Somerset, Passaic, Union, Gloucester, Hunterdon, Mercer, Morris, and Warren.

When is the pre-application period?

The pre-application period is from February 27, 2023, to June 1, 2023.

How do you apply?

Households may submit pre-applications:

- Online with the use of a personal computer, laptop, smart phone, or tablet. Click the button to access the pre-application.

APPLY NOW

- By calling (609) 913-4252 to request a paper application or by emailing DRM.TBRA@dca.nj.gov.

More Information

[TBRA Pre-Application](#)

[TBRA Program Policy in English](#)

[Política del Programa TBRA](#)

[TBRA Program Fact Sheet in English](#)

[Hoja de datos del Programa TBRA](#)

Contact Us

For additional information, call or email:

Phone

(609) 913-4252

Email

DRM.TBRA@dca.nj.gov

- TBRA program staff will review pre-applications and refer households that meet eligibility criteria to complete a full application. Households will be notified by June 15, 2023, of their eligibility status to complete the full application.

Additional Information:

The TBRA program will refer all participating tenants to a DCA-designated housing counseling agency.

The housing counseling agencies will contact participating tenants at least once every six months and also 60 days prior to the tenant's lease end date to plan for possible transition to other housing or to find alternate rental assistance after TBRA assistance ends.

As part of their contract with DCA, housing counseling agencies are responsible for helping participating tenants locate permanent affordable housing units prior to the termination of their TBRA assistance.

Legal services are also available to program participants who need assistance to overcome barriers to secure permanent housing.

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Small Rental Repair Program



The Small Rental Repair Program (SRRP) provides zero interest forgivable loans to owners of rental properties with one to seven units requiring rehabilitation and/or elevation as a result of damages from Hurricane Ida. The program also allows for mitigation activities such as structural and utility retrofits, grading and slope stabilization, and drainage improvements that are designed to make the rental housing more resilient in future storm events. Assistance also may be provided to make housing accessible for individuals living with disabilities.

The loans are made possible with federal Community Development Block Grant Disaster Recovery (CDBG-DR) funding that DCA's Division of Disaster Recovery and Mitigation is administering on behalf of the State of New Jersey.

Rental housing assisted with SRRP funds must be rented to low- to moderate-income households at affordable rents for a certain period of time upon completion of the rehabilitation of the unit(s). This program requirement is to increase the supply of affordable rental housing units in areas that were damaged by Hurricane Ida.

Who is eligible?

- Any public, private, for-profit, or nonprofit entity that owns the property at the time of application or has an option to purchase the property during the time of application.
- Property owners with seven (7) or fewer rental units.
- Priority will be given to property owners who owned the property at the time of Hurricane Ida and still own the property at the time of application.
- Priority will also be given to property owners with 1-4 units.
- See [SRRP Program Policy](#) for additional detail.

What structures are eligible?

- Rental properties of one (1) to seven (7) units that require rehabilitation as a result of damage from Hurricane Ida. Manufactured homes, RVs and houseboats are NOT eligible structures under the program.
- Rental properties designated for long-term rental housing. Vacation rental properties are NOT eligible.
- Rental properties with at least 1 foot of flooding or \$8,000 in damages from Hurricane Ida as determined by FEMA or a program damage assessment.
- Rental properties must be located within one of the disaster-declared counties that were eligible for FEMA Individual Assistance. Those counties are Bergen, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Morris, Passaic, Somerset, Union, and Warren.

When is the application period?

The application period is April 3, 2023, to June 5, 2023.

How do you apply?

Rental property owners may submit applications:

- Online with the use of a personal computer, laptop, smart phone, or tablet. Click the button to access the pre-application.

[APPLY NOW](#)

- By calling [\(609\) 292-3750](tel:609-292-3750) to receive a paper application and/or schedule an appointment to complete the application over the phone or in person.

How a property owner submits the application does not affect their likelihood of receiving an award.

More Information

[Apply for SRRP](#)

[SRRP Program Policy](#)

[Política del Programa SRRP](#)

[SRRP Program Fact Sheet](#)

[Hoja de datos del Programa SRRP](#)

Contact Us

For additional information, call [\(609\) 292-3750](tel:609-292-3750) or email DisasterRecoveryandMitigation@dca.nj.gov.

What are the rental requirements?

- Rent units to low- to moderate-income (LMI) households, which are households earning at or below 80% of the Area Median Income (AMI).
- Provide affordable rental rates. Rent and utilities cannot exceed 30% of the renter's income. DCA will publish affordable rent rates each year.
- Provide affordable housing for a specified period of time. The number of years the rental property owner is required to provide affordable rental housing will be determined based on the SRRP loan amount.

Additional Information

Only applicants with remaining repairs, eligible elevation, or mitigation work may be eligible to receive assistance. Reimbursement of costs for work done prior to submitting an application is not allowed.

Loans are limited to \$50,000 per rental unit for rehabilitation. For properties that require elevation, up to an additional \$50,000 per unit may be available, resulting in a total maximum assistance of \$100,000 per unit, or an overall program cap of \$700,000 for a seven-unit structure.

In cases where Ida-impacted rental properties have been substantially damaged and the cost to repair the property is unreasonable, property owners may be eligible for alternative assistance. DCA will work with those property owners to determine what eligible assistance can be provided.

Housing and legal counseling services are required for rental property owners in the program and their tenants.

Tenants whose landlords participate in the SRRP program are eligible for relocation assistance during the period they are temporarily required to vacate their rental home due to rehabilitation, reconstruction, or elevation construction activities.

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Housing Counseling and Legal Services Program (HCS)



The Housing Counseling and Legal Services Program provides a wide range of free services for homeowners and renters, including assistance with completing applications for Hurricane Ida recovery programs and other disaster recovery programs. The services also include fair housing education for landlords and renters, and financial counseling. The program's goal is to provide supportive services that help renters and homeowners access disaster recovery programs, understand their housing rights and responsibilities, and secure safe permanent housing.

To carry out this program, DCA is partnering with HUD-certified community-based nonprofit groups and public organizations to deliver these services. These partnerships are made possible with federal Community Development Block Grant Disaster Recovery (CDBG-DR) funding that DCA's Division of Disaster Recovery and Mitigation is administering on behalf of the State of New Jersey.

What free services does the program provide?

- Assistance with application and required paperwork for disaster recovery programs.
- Application help for temporary and permanent assistance programs, and job training and employment services programs.
- Referrals to resources such as utility assistance, public benefits, and nutrition, childcare, and mental health services.
- Education on fair housing and rental affordability requirements.
- Housing counseling services, including but not limited to financial counseling, housing search, homelessness prevention, foreclosure prevention, and debt management.
- Legal services, including but not limited to legal advice and/or legal representation in such areas as insurance claims, clearing property titles, eviction and foreclosure proceedings, landlord/tenant issues, and contractor scams, disputes, and fraud.

Who is eligible for the services?

- New Jersey residents who can demonstrate they were impacted by Hurricane Ida or Superstorm Sandy. Impacts can include housing displacement, housing damage, and unemployment.
- Residents who lived in one of the following counties at the time of either storm: Bergen, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Morris, Passaic, Somerset, Warren, and Union.
- Residents who are required to complete housing counseling to participate in a another CDBG-DR-funded disaster recovery program.
- Owners of small rental properties who will rent housing at affordable rates to income-qualified tenants. They will receive training on fair housing requirements and compliance requirements for participating in affordable rental programs.

How to access these services:

People can call (609) 913-4463 or email DRM.HCS@dca.nj.gov for more information about accessing the services.

More Information

[HCS Program Policy](#)

[Política del Programa HCS](#)

[HCS Program Fact Sheet](#)

[Hoja de datos del Programa HCS](#)

Contact Us

People can call or email for more information about accessing the services.

Phone

(609) 913-4463

Email

DRM.HCS@dca.nj.gov

Shelter Memorandum of Understanding

Memorandum of Understanding (MOU) Sheltering and Mass Care Facilities

This agreement is made and entered between the City of New Brunswick (referred to as "the City") and New Brunswick Public Schools (referred to as "NBPS") to establish shelter site locations and terms of use in the event of an evacuation of city residents.

The City will make every effort to notify NBPS of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

NBPS agrees to open its facilities to provide shelter and assistance to those evacuated during emergency situations when the people have a need to be sheltered.

NBPS understands that their organization will be responsible for opening the building and developing procedures for making the building accessible, including rest rooms and an area with telephone and Internet connection (if available) for the City. Furthermore, the City will provide supervision for all sheltered persons during the time that the facility is used as an emergency shelter site.

The City agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse, if available, NBPS for any items, materials, equipment or supplies that may be used by the program in the conduct of its sheltering activities in said facilities.

The City will be responsible for replacing, restoring, or repairing damage occasioned by the use of any building, facilities or equipment belonging to NBPS.

The City will reimburse, if available, NBPS for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets. The City will not pay any operational or administrative fees to NBPS.

The City shall provide all releases of information to the press and media. Requests for interviews or information submitted to NBPS shall be directed to the City Public Information Officer.

The City will make every effort to recognize the hospitality of NBPS in any press or media releases pertaining to sheltering.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, State of New Jersey, or local ordinances. If a term of this agreement is inconsistent

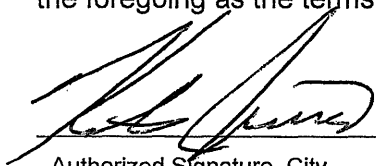
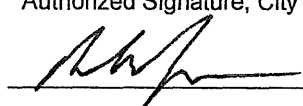
with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on (insert effective date) and may be modified upon the mutual written consent of both parties.

The terms of this agreement, as modified with the consent of both parties, shall be self-renewable for a period of five years from the end date of the agreement unless written termination is given by either party. Either party, upon 60 days written notice to the other party, may terminate this agreement.

The terms of this agreement, as modified with the consent of both parties,

AND NOW, this 8th day of August 2019, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

	Keith Jones II	8/30/2019
Authorized Signature, City	Print Name	Date
	RICHARD JANNARONE	9/5/19
Authorized Signature, NBPS	Print Name	Date

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 5 page document and 5 Exhibits (A-E); 13 pages total. All documents must be completed and returned to New Jersey State Police, Office of Emergency Management (NJOEM) with the appropriate signatures.
2. The MOU and Exhibits A, C and E should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and all Exhibits, print the entire document including all pages of the MOU as well as Exhibits A, B, C, D, and E.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/ Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/ Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique, no duplicates are allowed).
7. Exhibit C (State of New Jersey W-9 / Questionnaire) should be filled out completely and signed.
8. Exhibit E (The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions) should be filled out completely and signed.
9. **PLEASE NOTE: The same person must sign the MOU and Exhibits A & E.**
10. Once the documents are complete and signed, they must be sent to the following email address: NJEMGrantsHelp@njsp.org

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the system as it will need to be scanned and uploaded by our staff.

New Jersey State Police
Recovery Bureau
PO Box 7068
West Trenton, NJ 08628
ATTN: Captain Christopher DeMaise

Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

BY and BETWEEN

THE STATE OF NEW JERSEY

AND

The City of New Brunswick

This Memorandum of Understanding (Agreement), made and entered into between the New Jersey Office of Emergency Management, hereinafter referred to as the "NJOEM," and The City of New Brunswick

officially domiciled at 78 Bayard Street New Brunswick New Jersey

hereinafter referred to as the Subgrantee relating to application for grants under the Federal Emergency Management Agency (FEMA) Public Assistance and/or Hazard Mitigation programs for presidentially declared major disasters.

WHEREAS, The NJOEM, on behalf of the State of New Jersey, is the Grantee receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, under current information provided, FEMA has determined that the Subgrantee is eligible to apply for and/or receive FEMA funding under the Public Assistance and/or Hazard Mitigation programs, subject to approval of a Project Worksheet for Public Assistance or application for a Hazard Mitigation grant;

WHEREAS, this agreement is part of the application for Disaster Assistance and will become effective and binding upon approval of a Project Worksheet or Hazard Mitigation Grant and signature on behalf of NJOEM;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Stafford Act and all applicable FEMA regulations as provided in 44 CFR and FEMA policies that govern the Public Assistance and/or Hazard Mitigation programs and shall adhere to the application of the Stafford Act and those applicable regulations and policies and OMB Circulars A-87, A-102, A-110 and A-133 as a condition for the acceptance of and expenditure of said FEMA funding.

As a further condition for the acceptance of and expenditure of FEMA funding, the Subgrantee hereby agrees to follow all NJOEM guidelines, regulations and directives, to include but not be limited to the following:

- Use NJEMGrants.org, as applicable, to access forms and submit Requests For Reimbursement (RFR) and supporting documentation.
- Subgrantee agrees to promptly notify NJOEM and FEMA of any project that involves the following:
 - Work taking place in floodplains or wetlands
 - Improved projects that increase the size or footprint of a facility (PA Program)

Memorandum of Understanding (MOU)

- Alternate projects (PA Program
- Relocated projects
- Hazard mitigation projects affecting floodplains or wetlands, such as culvert enlargements
- Any project that changes the function of a facility
- Work affecting facilities with historic significance

Such projects have the potential to be subject to additional FEMA review as they may trigger additional Federal compliance requirements in accordance with by the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), Executive Order 11988 (Floodplain Management), Endangered Species Act (ESA) and other applicable Federal Laws.

- The Subgrantee shall assure that all project documents are made available to NJOEM, FEMA, Department of Homeland Security, Office of Inspector General (OIG) or to any other state or federal agency as determined by NJOEM, to include but not limited to: insurance policies, insurance proceeds received as a result of the disaster, and all other documentation substantiating eligible costs.
- All records, reports, documents and other material delivered or transmitted to NJOEM by the Subgrantee shall become the property of NJOEM.
- The Subgrantee shall obtain and maintain such types and extent of insurance as are reasonably available, adequate, and necessary to protect against future loss from similar hazards to the extent required under 44 CFR 206.250-206.253. This insurance must, at a minimum, be in the amount of the Federal grant award plus any non-Federal share.
- The Subgrantee is responsible for compliance with all federal and state laws, regulations and policies. The Subgrantee should pay particular attention to those regulations and policies whose non-compliance may make Subgrantee eligible for corrective action under the NJOEM. Those policies are listed in Exhibit B, attached to and made part of this MOU.
- The Subgrantee may be required to execute a separate subgrant agreement for Hazard Mitigation Grant Program projects in addition to this MOU.
- The Subgrantee agrees to monitor NJEMGrants.org for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individual(s) named herein as the Subgrantee's agent(s) are knowledgeable of the requirements outlined herein.

The Subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding / reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of the NJOEM

- NJOEM agrees to maintain NJEMGrants.org subject to the availability of funding.
- NJOEM shall, through the Subgrantee's assigned Disaster Recovery Specialists, review Subgrantee's Request For Reimbursements, assist Subgrantee in correcting any deficiencies, and disburse reimbursement requests to the Subgrantee as timely as possible.
- NJOEM shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through NJEMGrants.org, or appropriate alternate methods of communication.
- NJOEM shall provide technical assistance, advice on best practices and other education outreach programs to assist the Subgrantee in the formulation and management of its FEMA grants (see Disclaimer paragraph herein below).

Memorandum of Understanding (MOU)

Term of Agreement

This MOU shall remain in full force and effect as long as the Subgrantee has outstanding FEMA grants that have not been closed out and/or the Subgrantee receives future FEMA funding, including the record retention period. Any changes in regulations, policies or procedures applicable to disaster funding shall constitute an amendment to this Agreement.

Results of De-Obligation

The Subgrantee acknowledges that all final actions by FEMA to de-obligate funding are the financial responsibility of the Subgrantee and said amounts de-obligated shall be remitted to NJOEM by the Subgrantee immediately upon demand or in accordance with NJOEM policy.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties to whom services or materials are provided or who provides services or materials under any project funded by the FEMA Public Assistance and/or Hazard Mitigation programs.

Disclaimer

In its capacity as the Grantee and state fiduciary of Federal Emergency Management Agency (FEMA), and other federal grant funds, the NJOEM provides technical assistance and education outreach programs to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA Public Assistance and/or Hazard Mitigation programs.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. Education outreach programs include general programmatic grants management guidance for a Subgrantee to use in administering its own grants management program. NJOEM does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage FEMA grants.

Technical assistance and other grants management information provided by NJOEM and adopted by the Subgrantee, does not serve as NJOEM's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the FEMA Public Assistance and/or Hazard Mitigation programs.

The Subgrantee, by its decision to participate in the FEMA Public Assistance and/or Hazard Mitigation programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal

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laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by NJOEM, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, NJOEM, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Discrimination Clause

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

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Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

New Jersey State Police Recovery
Bureau
PO Box 7068
West Trenton, NJ 08628
ATTN: Captain Christopher DeMaise

Or

NJEMGrantsHelp@njsp.org

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

WITNESSES:

State's Witness

Name:

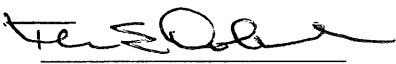
State Coordinating Officer

Name:

Title:

Telephone Number:

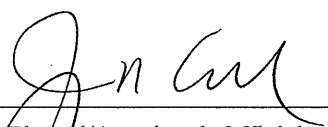
Date



Entity's Witness

Name:

THOMAS E DOBKOWSKI



Chief/Elected/Appointed Official
or Chief/Executive Officer

Name: James M. Cahill

Title: Mayor

Telephone Number: 732-745-5004

9/13/2022
Date

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary and 2 alternate individuals that will be designated as agents.

Primary Agent's Name: Thomas E. Dobkowski

Title: Emergency Management Coordinator

Telephone number: [REDACTED]

PERSONAL CELL REDACTED

Email Address: tdobkowski@nbpdnj.org

Alternate Agent's Name: Joe Allen

Title: Deputy Emergency Management Coordinator

Telephone number: [REDACTED]

PERSONAL CELL REDACTED

Email Address: jallen@cityofnewbrunswick.org

Alternate Agent's Name: Michael K. Drulis

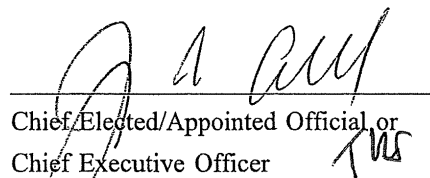
Title: City Administrator

Telephone number: 732-745-5007

Email Address: cityadministrator@cityofnewbrunswick.org

I, James M. Cahill

as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Public Assistance on behalf of the Subgrantee for the purpose of obtaining certain State and Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended). The above named agents(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of New Jersey on all matters pertaining to the management of grants and disaster assistance received from FEMA as required by this MOU.

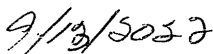


Chief/Elected/Appointed Official or
Chief Executive Officer

Name: James M. Cahill

Title: Mayor

Telephone Number: 732-745-5004



Date

Date

Exhibit B

POLICIES ELIGIBLE FOR CORRECTIVE ACTION

The policies below are examples of the policies eligible for corrective action by NJOEM. They are NOT inclusive of all actions which may be subject to corrective action.

Policy	Summary of Policy
Advances	Expenses related to Project Worksheets (PW) must be within the scope of the PW
Requests For Reimbursement (RFR)	RFRs must exceed \$2,500 per submission
Compliance	Subgrantees who receive grant funds greater than \$500,000 are required to comply with OMB Circular A-133 and proactively work with NJOEM to correct any deficiencies.
Federal Funding Accountability and Transparency Act (FFATA)	It is the responsibility of the Subgrantee to provide information as requested by NJOEM to comply with the Federal Funding Accountability and Transparency Act.
Document Retention	Subgrantee must maintain original documentation throughout the life of the PW and retain the documentation for a minimum period of three years after closeout (44 CFR 13.42)
Unused Funds	Subgrantee is responsible for identifying, in a timely manner, all funds not used after the completion of a project and upon identification to immediately return those funds to NJOEM (44 CFR 206.205 and NJOEM policy)
Return of De-Obligated Funds and Interest	Subgrantee is required to return all de-obligated funds to NJOEM within 60 calendar days of notice as well as remit any interest accrued on grant funds (44 CFR 13.21)
Fraud, Waste or Abuse	Initial findings by NJOEM indicating fraud, waste or abuse may have immediate impact on funding and be reported.
Quarterly Reporting	All completed and accurate quarterly reports are due within 15 days after the end of the quarter (44 CFR 206.204)
Procurement	All procurement must be in compliance with state and federal law and regulations to include taking affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (44 CFR 13.36)
Project Timelines	All projects are required to be completed within the milestones stated in the regulations. It is the responsibility of the Subgrantee to file a timely request for extension if so required (44 CFR 206.204)
Special Provisions	Subgrantees are required to comply with NEPA and NHPA
Insurance	Subgrantees shall comply with the obtain and maintain insurance requirements or obtain a waiver from the New Jersey Department of Banking and Insurance Commissioner (44 CFR 206.250-206.253)
Debarred and Suspended Contractors	Subgrantees shall not make any awards to debarred, suspended or otherwise ineligible contractors (44 CFR 13.36 (b) (8) and www.epls.gov)

STATE OF NEW JERSEY W-9/QUESTIONNAIRE INSTRUCTIONS

The enclosed form is required by the State of New Jersey's Comprehensive Financial System, and must be completed by vendors/payees who intend to do business with the State of New Jersey or by New Jersey State employees who are seeking reimbursement for travel or training expenses. Please answer ALL questions and print clearly. If you have questions or need assistance completing the form, please contact vendor control at (609) 633-8183 or via email: AAIUNIT@treas.state.nj.us.

PART I. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Part One is a W-9 form as required by the Internal Revenue Service to verify the name, address, and federal identification number for vendor/payees who may receive a 1099.

For questions 1-4:

If there is no preprinted data, populate the form with the vendor/payee's name (as shown on your tax return), address, city, state, and zip code, and sign and date the form under question number five.

If the form contains preprinted data and the preprinted information is correct, sign and date the form under question five.

If the form contains preprinted data and the preprinted information is not correct, cross out the incorrect data and make any changes immediately to the right of the preprinted information and sign and date the form under question five.

PART II. VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

1. Enter the code that best describes the primary business function from the choices provided.
2. Print the name, phone number, and e-mail address of the primary contact person for the vendor listed in Part One.

If you are an employee of the State of New Jersey or manage a Confidential Fund or a Petty Cash Fund for a State agency, do not answer the remaining portion of the questionnaire (Questions three and four).

3. Enter the principle activity of your organization from the choices provided.
4. Enter the code that best describes your organization from the choices provided.

SUBMISSION OF THE STATE OF NEW JERSEY W-9/QUESTIONNAIRE

Mail or fax completed forms to The Office of Management and Budget (OMB):

OMB-Vendor Control Unit
PO Box 221
Trenton, NJ 08625-0221

Fax: (609) 984-5210

ACCESSING YOUR ACCOUNT INFORMATION

Details regarding specific payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. To access VPI, users must first create a 'MyNewJersey' portal account.

Begin by logging onto the State of New Jersey's web page, <http://www.state.nj.us> and creating a log in and password (click on the 'register' link under the 'home' tab). Once the 'MyNewJersey' portal account has been established, users will have to sign up for the VPI application by clicking the 'enroll here' button on our website, https://www20.state.nj.us/TYM_VPI/

The online tutorial for VPI can be found at https://www20.state.nj.us/treasury/omb/TYM_VPI/docs/GettingStarted.pdf

VPI provides two years of historical data (such as issuing agency, payee reference, payment amount, payment date, etc) and allows for the review of scheduled payments.

STATE OF NEW JERSEY

W-9/QUESTIONNAIRE

THE STATE OF NEW JERSEY REQUIRES THE FOLLOWING INFORMATION TO ESTABLISH YOUR NAME, ADDRESS AND TAXPAYER ID ON STATE RECORDS. THE INFORMATION IS USED TO POPULATE AND MAINTAIN THE STATE'S VENDOR/PAYEE FILE AND MUST BE COMPLETED BEFORE PAYMENTS ARE MADE.

IMPORTANT: YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED AND RETURNED. FOR ADDITIONAL INFORMATION CALL (609) 633-8183 OR EMAIL: AAUNIT@TREAS.STATE.NJ.US

Return completed form to:
OMB VENDOR CONTROL
PO BOX 221
TRENTON, NJ 08625 or
FAX: (609) 984-5210

PART I. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Name (as shown on your tax return): **The City of New Brunswick**

Doing business as (if different than name):

2. Address line 1: **78 Bayard Street - PO Box 269**

Address line 2:

3. city: **New Brunswick** State: **New Jersey** Zip: **08903-0269**

If the above contains preprinted data that is incorrect, cross it out and write the correct information immediately next to it.

4. Taxpayer Identification Number (TIN) Enter your TIN below and select the type of number listed.

TAX ID NUMBER REDACTED

- ☐ SOCIAL SECURITY NUMBER
☒ EMPLOYER IDENTIFICATION NUMBER

5. Certification: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. citizen or other US person as defined by the IRS.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreported interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, and generally payments other than interest or dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign
Here

Signature

Date

9/12/22

PART II. VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

1. Enter the code from the list below that best describes your primary business function:

VENDORS

VG=VENDORS WHO SELL OR MANUFACTURE GOODS

HC=HEALTHCARE SERVICES (NON STATE AGENCIES)

VS=VENDORS WHO RENDER SERVICE OR RECEIVE RENT PAYMENTS

LG=LEGAL SERVICES

CS=CONSTRUCTION VENDORS WHO RENDER SERVICES

CG=CONSTRUCTION VENDORS WHO SELL OR MANUFACTURE GOODS

CM

GOVERNMENT ENTITIES

AC=AUTHORITY/COMMISSION

CF=CONFIDENTIAL FUND

PC=PETTY CASH

SD=SCHOOL DISTRICT

FA=FEDERAL AGENCY

FD=FIRE DISTRICT

CM=COUNTY/MUNICIPALITY

EP=NJ STATE EMPLOYEE

SA=STATE AGENCY

WB=WELFARE BOARD

CU=STATE COLLEGE/UNIVERSITY

OTHER VENDORS

OT=OTHER VENDOR (PLEASE SPECIFY) _____

2. Primary Contact Information (ALL FIELDS ARE REQUIRED):

Name: **Richard Mulrine** Phone: **732-745-5132** Email: **rmulrine@cityofnewbrunswick.org**

☒ Please check here if you are interested in receiving information about payments by direct deposit.

IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.

3. What is the principle activity of your organization?

G

M=MANUFACTURING

H=HEALTH RELATED SERVICE

C=CONSTRUCTION

L=LEGAL

S=SERVICE

G=GOVERNMENT

O=OTHER (PLEASE SPECIFY) _____

4. Enter the code from the list below that best describes your organization

C=CORPORATION

I=INDIVIDUAL

P=PARTNERSHIP

L= LIMITED LIABILITY COMPANY

IMPORTANT: ANSWER ALL QUESTIONS (PRINT CLEARLY OR TYPE)

Exhibit D

OMB Approval No.0341-0042

ASSURANCES- CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 4240 (4-88)
Prescribed by OMB Circular A-102

Exhibit D

- II. Will comply, or has already complied, with the requirements of Titles II and I II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal Laws, Executive Orders, regulations and policies governing this program.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of New Brunswick 78 Bayard Street, New Brunswick, NJ 08901

1. Grantee Name and Address

TAX ID NUMBER REDACTED

FEMA PA and HM Program

2. Application Number and/or Project Name

3. Applicant Tax ID Number

James M. Cahill

Mayor

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

NEW BRUNSWICK POLICE DEPARTMENT

25 KIRKPATRICK STREET • POST OFFICE BOX 909

NEW BRUNSWICK, NEW JERSEY 08903

Communications 732.745.5200 / Facsimile 732.565.7544 / Web Page www.cityofnewbrunswick.org



ANTHONY A. CAPUTO

Director of Police

732.745.5178

Vincent Sabo

Deputy Chief of Police

732.745.5193



TO: Mayor James M. Cahill

FROM: Anthony A. Caputo, Director of Police 

SUBJECT: Memorandum of Understanding: MCPO and City of New Brunswick

DATE: Wednesday, November 1, 2023

Attached, please find the 2024 Memorandum of Understanding between the Middlesex County Prosecutor's Office and the City of New Brunswick for the purpose of utilizing the county's specialized equipment.

The 2023 agreement was already reviewed by City Attorney TK Shamy and approved last year. This is the renewal for 2024. For your convenience, I have also enclosed the fully executed 2023 agreement and resolution.

A certificate of insurance will be requested through the Middlesex County Municipal JIF upon completion of the agreement.

As always, please do not hesitate to contact me with any questions or concerns.

Thank you.

VIA INTEROFFICE MAIL

AAC:fm

xc: Mayor James M. Cahill
Leslie Zeledon, City Clerk
Thomas Dobkowski, OEM Coordinator
File

Enclosure:

MEMORANDUM OF UNDERSTANDING (MOU)

by and between the

THE COUNTY OF MIDDLESEX COUNTY

and the

NEW BRUNSWICK

<Municipality/Entity Name>

for use of

SPECIALIZED EQUIPMENT

owned and maintained by the Middlesex County Prosecutor's Office or the County Office of Emergency Management that fall under the Umbrella of the Middlesex Department of Public Safety and Health ("hereinafter the Middlesex Department of Public Safety and Health") for the duration of the 2024 calendar year.

PREAMBLE

WHEREAS the County of Middlesex Department of Public Safety and Health is interested in supporting municipalities and government entities within the County of Middlesex in their efforts to serve, protect, and provide for the safety and welfare of its citizens and visitors by ensuring that said municipalities and government entities have access to state-of-the-art equipment owned by and in the possession of the County of Middlesex Department of Public Safety and Health; and

WHEREAS specialized equipment has been purchased for and by the County of Middlesex with funding derived from its Federal, State, County and local partners that will support our collective efforts to provide for the safety and welfare of its citizens and visitors; and

WHEREAS the Middlesex County Department of Public Safety and Health concurs that the strategic deployment of specialized equipment based upon need and risk assessment is a significant step in reaching the goal of providing for the safety and welfare of the citizens of Middlesex County; and

WHEREAS the Director of the Middlesex County Department of Public Safety and Health, with the approval and/or consensus of the respective County officials to which the specialized equipment is assigned, reserves the right to approve the loaning of said specialized equipment to a specific municipality or entity that enters into this MOU, as well as the right to re-direct the assignment of specialized

equipment previously committed for use by one municipality or entity for a particular event to a different municipality or entity based upon need and risk assessment; and

WHEREAS any municipality or entity that wishes to be considered to have this specialized equipment made available for use within their respective jurisdictional area, hereinafter referred to as "participating municipality or entity", is hereby required to execute and comply with all aspects of this MOU.

NOW, THEREFORE, BE IT RESOLVED that the parties of this MOU agree that the PREAMBLE above is included herein and shall have full force and binding effect and that the specialized equipment will be made available for use on as as-needed, priority basis, as determined solely by the Middlesex Department of Public Safety and Health, subject to the following provisions:

A. EQUIPMENT AND TRAINING

1. Specialized equipment shall, at the discretion of the Director of Public Safety and Health, with the approval of the County agency that has management control over said equipment, be made available for use exclusively by participating municipality or entity. Criteria for receiving the designation as a participating municipality or entity includes, but is not limited to, execution of this MOU, requisite training, and the provision of all requisite documentation and insurance information prior to the equipment being loaned to said agencies.
2. Unless otherwise agreed to by the designated County official, specialized equipment shall be operated and utilized solely by authorized personnel employed by the participating municipality or entity and may not be loaned out to or given to another municipality or entity without the express authorization of the designated County official. Said personnel must successfully complete the established training requirements for the use/operation of said equipment. The training shall be administered by a designated staff member of the County of Middlesex.
3. The participating municipality or entity assumes full responsibility for the security, proper care, and maintenance of said equipment while it is in their possession. To the extent that the intended use of the specialized equipment is anticipated to cause more than normal wear and tear such that there will be a material decrease in the anticipated useful life of the specialized equipment, the County of Middlesex reserves the right to impose a reasonable fee upon the participating municipality or entity for the use of said equipment. The participating municipality or entity agrees to return the equipment to the designated County official

immediately upon conclusion of the event or by the agreed upon date, whichever is earlier. Additionally, the County of Middlesex also reserves the right to impose a late fee in case specialized equipment that is in high demand by other law enforcement agencies is not returned prior to the agreed upon date of return (as set forth in B. (3) below), and the County of Middlesex has not agreed to any extensions of time. The amount of the late fee shall be agreed to prior to the release of said equipment by the County to the participating municipality or entity.

B. DEPLOYMENT

1. Specialized equipment will be stored at a designated County facility and will be made available to participating municipality or entity for use on an “as-needed, priority basis”, subject to availability and requisite approval.
2. The participating municipality or entity hereby agrees to properly store and provide the requisite security of the specialized equipment while it is in their possession, and to take reasonable steps to prevent damage to same.
3. The participating municipality or entity hereby agrees to provide individual formal written requests to the Middlesex County Director of Public Safety and Health for each event in which the use of specialized equipment is sought. The request shall contain a detailed explanation describing the equipment being requested, the event in which it is to be employed, the reason it is needed, and the intended duration (dates/times) that it will be needed.
4. The participating municipality or entity hereby agrees to provide proof of insurance via a Certificate of Insurance with either each request submitted, or for a calendar year if the Certificate of Insurance is applicable to the type of equipment the agency is seeking to utilize. The participating municipality or entity shall always carry and maintain during the period of use the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of use.
 - a. Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees, and volunteers shall be included as an additional insured.
 - b. Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

- c. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d. Property Insurance (equipment): Coverage insuring against all risk of loss to real or personal property of County while in User's care, custody, and control with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

Additional Insurance Provisions

- Any combination of primary and umbrella/ excess may be used to satisfy the Limits.
 - Primary Coverage: The Certificate of Insurance should indicate that all insurance coverage's will be provided on a primary, non-contributory basis as respects to the County of Middlesex, its officers, officials, employees, and volunteers for all coverages except Workers Compensation.
 - Notice of Cancellation: Each Insurance Policy required above shall provide that coverage shall not be cancelled, except with notice to the Entity, which in this case is the Middlesex Department of Public Safety and Health.
 - Special Risks: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5. The participating municipality or entity is responsible for conducting a visual and operational inspection of the specialized equipment at the time of the pickup. The participating municipality or entity agrees to document/report any damage or non-operational equipment directly to the designated County representative prior to taking custody of said equipment.
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 - 7. The participating municipality or entity hereby agrees to immediately report any non-functioning or malfunctioning components of the specialized equipment directly to the designee of the County of Middlesex.
 - 8. The participating municipality or entity hereby agrees to assume responsibility for reimbursing the County for the full costs for the repairs for any damages that occur to the specialized equipment while said equipment is in their custody, or that was not reported at the time of pickup. This clause will be waived if it is determined by the designated County

representative that the damage/equipment failure was not the fault of the participating municipality or entity or its personnel.

9. The participating municipality or entity hereby agrees to return specialized equipment that is equipped with a fuel tank with a full tank of fuel. In the event the participating municipality or entity fails to do so, the participating municipality or entity shall be required to reimburse the County for cost of the fuel to fill the tank (at the rate per gallon in which the County pays for fuel) as well as an additional service fee of \$25.00.
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11. The participating municipality or entity hereby agrees to confer with the OEM Police Bureau personnel concerning deployment of any specialized equipment during events that are deemed confidential, sensitive, high-profile, or controversial in nature.

C. INDEMNIFICATION

To the fullest extent permitted by law, the participating municipality or entity shall save, protect, indemnify, and save harmless the County of Middlesex, County Prosecutor, their elected officials, officers, and employees from any and all injuries to persons, deaths or damages to property or claims for injuries to persons, death or damages to property arising out of the participating municipality or entity's use of the specialized equipment including when the active or passive negligence of the County is alleged or proven.

D. SUPERSEDE

This *MOU* supersedes any prior executed *MOUs* in respect to specialized equipment.

E. COUNTERPARTS

This *MOU* may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This *MOU* shall become effective as to each participating municipality or entity upon the execution of the agreement by that participating municipality or entity and upon receipt of the requisite proof of insurance.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this *MOU* to be executed by its proper officers and have their proper corporate seal affixed, the day and year first written above.

COUNTY OF MIDDLESEX

COUNTY OF MIDDLESEX

JOSEPH KRISZA
Director of the Middlesex County
Department of Public Safety & Health (signature)

RONALD G. RIOS
Director of the Board of County Commissioners
(signature)

ATTEST:

Clerk of the Board of County Commissioners

Date

REQUESTING ENTITY: NEW BRUNSWICK, CITY OF



OEM Coordinator Thomas Dobkowski

Mayor/Governing Body Official (printed name)
Mayor James M. Cahill



Chief of Police Anthony A. Caputo

ATTEST:

Clerk Leslie Zeledon

Date

APPROVED AS TO FORM AND LEGALITY

County Counsel or designee (signature)

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/15/2023

PRODUCER

GLEN KURTZ
1 JOCAMA BLVD,
SUITE 1C
OLD BRIDGE 08857
732-970-1041

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MIDDLESEX COUNTY MUNICIPAL JOINT INSURANCE FUND
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

CITY OF NEW BRUNSWICK
78 BAYARD STREET
NEW BRUNSWICK NJ 08903

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	JIF 10-86	01/01/2024	12/31/2024	GENERAL AGGREGATE	\$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCT-COMP/OP AGG.	
	☐ CLAIMS MADE ☒ OCCURRED				PERSONAL & ADV. INJURY	
	☐ OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE	\$1,000,000
					PROPERTY DAMAGE	
A	AUTOMOBILE LIABILITY	JIF 10-86	01/01/2024	12/31/2024	MED. EXPENSE	
	☒ ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	☐ ALL OWNED AUTO				BODILY INJURY (PER PERSON)	
	☐ SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT)	
	☒ HIRED AUTOS				PROPERTY DAMAGE	
A	EXCESS LIABILITY					
	☐ UMBRELLA FORM				EACH OCCURRENCE	
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE	
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	JIF 10-86	01/01/2024	12/31/2024	☒ WC STATUTORY LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE POLICY LIMIT	
					E.L. DISEASE EACH EMPLOYEE	
A	OTHER PROPERTY & EQUIPMENT	JIF 10-86	01/01/2024	12/31/2024	\$2,500 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE COUNTY OF MIDDLESEX, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO USE OF SPECIALIZED EQUIPMENT WHILE IN NAMED INSURED'S CARE, CUSTODY AND CONTROL. COVERAGE SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION PROVISIONS, AS ALLOWED BY LAW, IN FAVOR OF THE COUNTY.

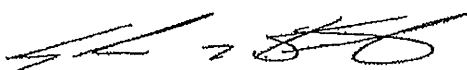
CERTIFICATE HOLDER

MIDDLESEX COUNTY PROSECUTORS OFFICE
25 KIRKPATRICK STREET, 3RD FLOOR
NEW BRUNSWICK NJ 08901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Fatima Molina - CIV. (NBPDNJ)

From: Robert Merkler <robert.merkler@co.middlesex.nj.us>
Sent: Wednesday, January 3, 2024 7:03 AM
To: Fatima Molina - CIV. (NBPDNJ)
Cc: Nicholas Chiorello
Subject: [External] Fully Executed Specialized Equipment MOU
Attachments: New Brunswick 1-2-24.pdf

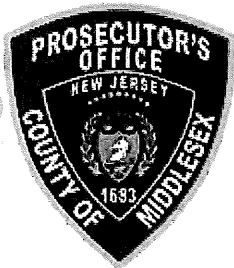
Fatima,

Please see attached.

Any questions, please let me know.

Thank you.

Bob



Robert K. Merkler, Chief of Staff
Middlesex County Prosecutor's Office
25 Kirkpatrick Street, 3rd Floor
New Brunswick, NJ 08901
Phone: 732-745-3339
Fax: 732-745-2089
E-Mail: Robert.merkler@co.middlesex.nj.us

NOTICE: Middlesex County is an EEO employer and complies with all applicable statutes and regulations

NOTICE OF CONFIDENTIALITY

This message, including any prior messages and attachments, may contain advisory, consultative and/or deliberative material, confidential information or privileged communications of the County of Middlesex. Access to this message by anyone other than the sender and the intended recipient(s) is unauthorized. If you are not the intended recipient of this message, any disclosure, copying, distribution or action taken or not taken in reliance on it, without the expressed written consent of the County, is prohibited. If you have received this message in error, you should not save, scan, transmit, print, use or disseminate this message or any information contained in this message in any way and you should promptly delete or destroy this message, any attachments, and all copies of same. Please notify the sender by return e-mail if you have received this message in error.

This message is intended only for the use of the addressees. It may contain privileged and/or confidential information that should not be disclosed under applicable law. If you are not an addressee, or the employee or agent responsible to deliver this message to an addressee, you are notified that any use or dissemination of this message is prohibited, and that you should destroy/delete it immediately and advise the sender. Thank you for your cooperation.

MEMORANDUM OF UNDERSTANDING (MOU)

by and between the

THE COUNTY OF MIDDLESEX COUNTY

and the

NEW BRUNSWICK

<Municipality/Entity Name>

for use of

SPECIALIZED EQUIPMENT

owned and maintained by the Middlesex County Prosecutor's Office or the County Office of Emergency Management that fall under the Umbrella of the Middlesex Department of Public Safety and Health ("hereinafter the Middlesex Department of Public Safety and Health") for the duration of the 2024 calendar year.

PREAMBLE

WHEREAS the County of Middlesex Department of Public Safety and Health is interested in supporting municipalities and government entities within the County of Middlesex in their efforts to serve, protect, and provide for the safety and welfare of its citizens and visitors by ensuring that said municipalities and government entities have access to state-of-the-art equipment owned by and in the possession of the County of Middlesex Department of Public Safety and Health; and

WHEREAS specialized equipment has been purchased for and by the County of Middlesex with funding derived from its Federal, State, County and local partners that will support our collective efforts to provide for the safety and welfare of its citizens and visitors; and

WHEREAS the Middlesex County Department of Public Safety and Health concurs that the strategic deployment of specialized equipment based upon need and risk assessment is a significant step in reaching the goal of providing for the safety and welfare of the citizens of Middlesex County; and

WHEREAS the Director of the Middlesex County Department of Public Safety and Health, with the approval and/or consensus of the respective County officials to which the specialized equipment is assigned, reserves the right to approve the loaning of said specialized equipment to a specific municipality or entity that enters into this MOU, as well as the right to re-direct the assignment of specialized

equipment previously committed for use by one municipality or entity for a particular event to a different municipality or entity based upon need and risk assessment; and

WHEREAS any municipality or entity that wishes to be considered to have this specialized equipment made available for use within their respective jurisdictional area, hereinafter referred to as "participating municipality or entity", is hereby required to execute and comply with all aspects of this MOU.

NOW, THEREFORE, BE IT RESOLVED that the parties of this MOU agree that the PREAMBLE above is included herein and shall have full force and binding effect and that the specialized equipment will be made available for use on as as-needed, priority basis, as determined solely by the Middlesex Department of Public Safety and Health, subject to the following provisions:

A. EQUIPMENT AND TRAINING

1. Specialized equipment shall, at the discretion of the Director of Public Safety and Health, with the approval of the County agency that has management control over said equipment, be made available for use exclusively by participating municipality or entity. Criteria for receiving the designation as a participating municipality or entity includes, but is not limited to, execution of this MOU, requisite training, and the provision of all requisite documentation and insurance information prior to the equipment being loaned to said agencies.
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Immediately upon conclusion of the event or by the agreed upon date, whichever is earlier. Additionally, the County of Middlesex also reserves the right to impose a late fee in case specialized equipment that is in high demand by other law enforcement agencies is not returned prior to the agreed upon date of return (as set forth in B. (3) below), and the County of Middlesex has not agreed to any extensions of time. The amount of the late fee shall be agreed to prior to the release of said equipment by the County to the participating municipality or entity.

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 - Primary Coverage: The Certificate of Insurance should indicate that all insurance coverage's will be provided on a primary, non-contributory basis as respects to the County of Middlesex, its officers, officials, employees, and volunteers for all coverages except Workers Compensation.
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C. INDEMNIFICATION

To the fullest extent permitted by law, the participating municipality or entity shall save, protect, indemnify, and save harmless the County of Middlesex, County Prosecutor, their elected officials, officers, and employees from any and all injuries to persons, deaths or damages to property or claims for injuries to persons, death or damages to property arising out of the participating municipality or entity's use of the specialized equipment including when the active or passive negligence of the County is alleged or proven.

D. SUPERSEDE

This *MOU* supersedes any prior executed *MOUs* in respect to specialized equipment.

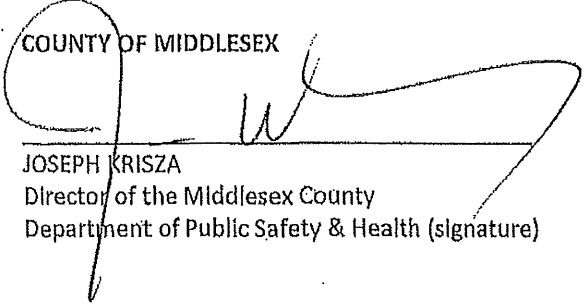
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[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this *MOU* to be executed by its proper officers and have their proper corporate seal affixed, the day and year first written above.

COUNTY OF MIDDLESEX


JOSEPH KRISZA
Director of the Middlesex County
Department of Public Safety & Health (signature)

ATTEST:

Clerk of the Board of County Commissioners

COUNTY OF MIDDLESEX

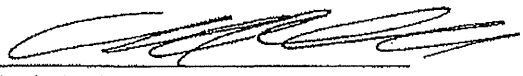
DocuSigned by:

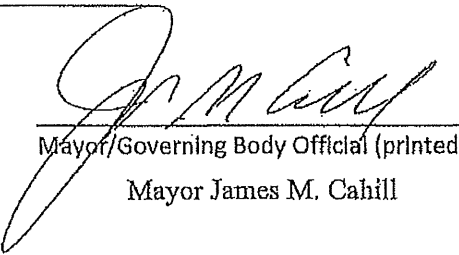

463A26B394FF496
RONALD G. RIOS
Director of the Board of County Commissioners
(signature)

Date

REQUESTING ENTITY: NEW BRUNSWICK, CITY OF


OEM Coordinator Thomas Dobkowski


Chief of Police Anthony A. Caputo


Mayor/Governing Body Official (printed name)

Mayor James M. Cahill

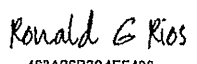
ATTEST:

Clerk Leslie Zeledon

Date

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


463A26B394FF496...
County Counsel or designee (signature)

MEMORANDUM OF UNDERSTANDING (MOU)

by and between the

THE COUNTY OF MIDDLESEX COUNTY

and the

New Brunswick Police Department

<Municipality/Entity Name>

for use of

SPECIALIZED EQUIPMENT

owned and maintained by the Middlesex County Prosecutor's Office or the County Office of Emergency Management that fall under the Umbrella of the Middlesex Department of Public Safety and Health ("hereinafter the Middlesex Department of Public Safety and Health") for the duration of the 2023 calendar year

PREAMBLE

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WHEREAS specialized equipment has been purchased for and by the County of Middlesex with funding derived from its Federal, State, County and local partners that will support our collective efforts to provide for the safety and welfare of its citizens and visitors; and

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WHEREAS the Director of the Middlesex County Department of Public Safety and Health, with the approval and/or consensus of the respective County officials to which the specialized equipment is assigned, reserves the right to approve the loaning of said specialized equipment to a specific municipality or entity that enters into this MOU, as well as the right to re-direct the assignment of specialized

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3. The participating municipality or entity hereby agrees to provide individual formal written requests to the Middlesex County Director of Public Safety and Health for each event in which the use of specialized equipment is sought. The request shall contain a detailed explanation describing the equipment being requested, the event in which it is to be employed, the reason it is needed, and the intended duration (dates/times) that it will be needed.
4. The participating municipality or entity hereby agrees to provide proof of insurance via a Certificate of Insurance with either each request submitted, or for a calendar year if the Certificate of Insurance is applicable to the type of equipment the agency is seeking to utilize. The participating municipality or entity shall always carry and maintain during the period of use the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of use.
 - a. Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees, and volunteers shall be included as an additional insured.
 - b. Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

- c. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d. Property Insurance (equipment): Coverage insuring against all risk of loss to real or personal property of County while in User's care, custody, and control with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

Additional Insurance Provisions

- Any combination of primary and umbrella/ excess may be used to satisfy the Limits.
 - Primary Coverage: The Certificate of Insurance should indicate that all insurance coverage's will be provided on a primary, non-contributory basis as respects to the County of Middlesex, its officers, officials, employees, and volunteers for all coverages except Workers Compensation.
 - Notice of Cancellation: Each Insurance Policy required above shall provide that coverage shall not be cancelled, except with notice to the Entity, which in this case is the Middlesex Department of Public Safety and Health.
 - Special Risks: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5. The participating municipality or entity is responsible for conducting a visual and operational inspection of the specialized equipment at the time of the pickup. The participating municipality or entity agrees to document/report any damage or non-operational equipment directly to the designated County representative prior to taking custody of said equipment.
 - 6. The participating municipality or entity hereby agrees to report directly to the designated County representative any damage incurred to the specialized equipment, as well as non-functional equipment, while said equipment was in their custody and control.
 - 7. The participating municipality or entity hereby agrees to immediately report any non-functioning or malfunctioning components of the specialized equipment directly to the designee of the County of Middlesex.
 - 8. The participating municipality or entity hereby agrees to assume responsibility for reimbursing the County for the full costs for the repairs for any damages that occur to the specialized equipment while said equipment is in their custody, or that was not reported at the time of pickup. This clause will be waived if it is determined by the designated County

representative that the damage/equipment failure was not the fault of the participating municipality or entity or its personnel.

9. The participating municipality or entity hereby agrees to return specialized equipment that is equipped with a fuel tank with a full tank of fuel. In the event the participating municipality or entity fails to do so, the participating municipality or entity shall be required to reimburse the County for cost of the fuel to fill the tank (at the rate per gallon in which the County pays for fuel) as well as an additional service fee of \$25.00.
10. While the County will typically transport the specialized equipment, in the event that County personnel are unavailable or unable to do so, the participating municipality or entity hereby agrees to provide the proper means to transport the specialized equipment to and from the designated County storage facility.
11. The participating municipality or entity hereby agrees to confer with the OEM Police Bureau personnel concerning deployment of any specialized equipment during events that are deemed confidential, sensitive, high-profile, or controversial in nature.

C. INDEMNIFICATION

To the fullest extent permitted by law, the participating municipality or entity shall save, protect, indemnify, and save harmless the County of Middlesex, County Prosecutor, their elected officials, officers, and employees from any and all injuries to persons, deaths or damages to property or claims for injuries to persons, death or damages to property arising out of the participating municipality or entity's use of the specialized equipment including when the active or passive negligence of the County is alleged or proven.

D. SUPERSEDE

This *MOU* supersedes any prior executed *MOUs* in respect to specialized equipment

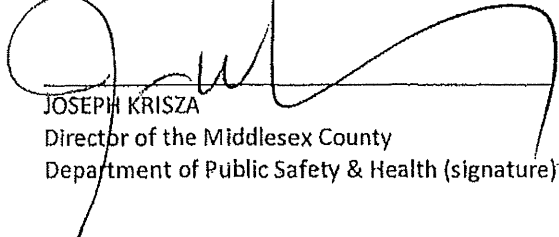
E. COUNTERPARTS

This *MOU* may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This *MOU* shall become effective as to each participating municipality or entity upon the execution of the agreement by that participating municipality or entity and upon receipt of the requisite proof of insurance.

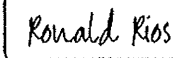
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this *MOU* to be executed by its proper officers and have their proper corporate seal affixed, the day and year first written above.

COUNTY OF MIDDLESEX


JOSEPH KRISZA
Director of the Middlesex County
Department of Public Safety & Health (signature)

COUNTY OF MIDDLESEX


RONALD G. RIOS
Director of the Board of County Commissioners
(signature)

ATTEST:

DocuSigned by:


66AE407FA5AB467...

Clerk of the Board of County Commissioners

1/25/2023

Date

REQUESTING ENTITY: New Brunswick Police Department

Thomas Dobkowski

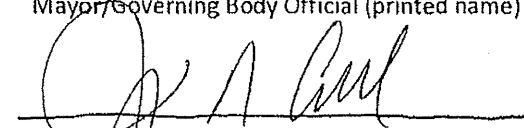
OEM-Coordinator

Mayor James Cahill 

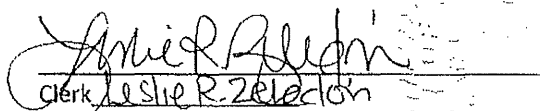
Mayor/Governing Body Official (printed name)

Police Director Anthony A. Caputo

Chief of Police



ATTEST:

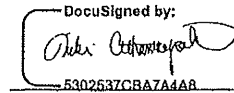

Clerk Leslie R. Zelen

Date

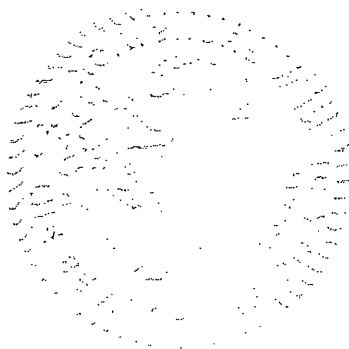
1/19/23

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


5302537CBA7A4A8

County Counsel or designee (signature)



BY THE MUNICIPAL COUNCIL:

WHEREAS, the County of Middlesex Department of Public Safety and Health is interested in supporting municipalities and government entities within the County of Middlesex in their efforts to serve, protect, and provide for the safety and welfare of its citizens and visitors by ensuring that said municipalities and government entities have access to state-of-the-art equipment owned by and in the possession of the County of Middlesex Department of Public Safety and Health; and

WHEREAS, specialized equipment has been purchased for and by the County of Middlesex with funding derived from its Federal, State, County and local partners that will support our collective efforts to provide for the safety and welfare of its citizens and visitors; and

WHEREAS, the City of New Brunswick is desirous of entering into a Memorandum of Understanding with the County of Middlesex County for the use of Specialized Equipment for the period commencing January 1, 2023 and ending December 31, 2023.

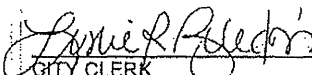
NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council that authorization is hereby granted to approve the execution of a Memorandum of Understanding with the County of Middlesex County for the use of Specialized Equipment, in a form of agreement to be first approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- City Attorney
- Director of Police
- Middlesex County, Department of Public Safety & Health

ADOPTED: December 21, 2022


COUNCIL PRESIDENT


CITY CLERK

APPROVALS:

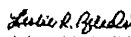

CITY ADMINISTRATOR


CITY ATTORNEY

JC/kc

COUNCIL MEMBER	YES	NO	NO VOTE	ABSENT
JORDI AMSTERDAM	X			
KEVIN EDMAN	X			
DELESHA LAYNE	X			
BERNICE ESCOBAR, VP	X			
RUZANNA NICOLA LUDWIG, PRES	X			

I, Lollie R. Zaluson, City Clerk of the City of New Brunswick, N.J., do hereby certify the foregoing resolution is a true copy of the original resolution adopted at the regular meeting of the New Brunswick City Council on the meeting on
Page 1 of 1


Lollie R. Zaluson, City Clerk

Any reproduction of the original resolution must contain the raised seal of the City of New Brunswick to be legally certified

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/22/2022

PRODUCER

WILLIAM KURTZ ADMINISTRATOR
1 JOCAMA BLVD.
SUITE 1C
OLD BRIDGE NJ 08857
732-970-1001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MIDDLESEX COUNTY MUNICIPAL JOINT INSURANCE FUND
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

CITY OF NEW BRUNSWICK
78 BAYARD STREET
NEW BRUNSWICK NJ 08903

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	JIF 10-86	01/01/2023	12/31/2023	GENERAL AGGREGATE	\$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCT-COMP/OP AGG.	
	☐ CLAIMS MADE ☒ OCCURRED				PERSONAL & ADV. INJURY	
	☐ OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE	\$1,000,000
					PROPERTY DAMAGE	
					MED. EXPENSE	
A	AUTOMOBILE LIABILITY	JIF 10-86	01/01/2023	12/31/2023	COMBINED SINGLE LIMIT	\$1,000,000
	☒ ANY AUTO				BODILY INJURY (PER PERSON)	
	☐ ALL OWNED AUTO				BODILY INJURY (PER ACCIDENT)	
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	
	☒ HIRED AUTOS					
	☒ NON OWNED AUTO					
	☐ GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	
	☐ UMBRELLA FORM				AGGREGATE	
	☐ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	JIF 10-86	01/01/2023	12/31/2023	☒ WC STATUTORY LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE POLICY LIMIT	
					E.L. DISEASE EACH EMPLOYEE	
A	OTHER PROPERTY & EQUIPMENT	JIF 10-86	01/01/2023	12/31/2023	\$2,500 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE COUNTY OF MIDDLESEX, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO USE OF SPECIALIZED EQUIPMENT WHILE IN NAMED INSURED'S CARE, CUSTODY AND CONTROL. COVERAGE SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION PROVISIONS, AS ALLOWED BY LAW, IN FAVOR OF THE COUNTY.

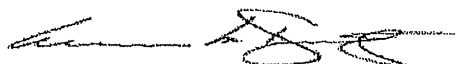
CERTIFICATE HOLDER

MIDDLESEX COUNTY PROSECUTORS OFFICE
25 KIRKPATRICK STREET, 3RD FLOOR
NEW BRUNSWICK NJ 08901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





GAS EMERGENCY RESPONSE AND COORDINATION

I am writing to request your continued support and to strengthen our mutual commitment to public safety and service. Our goal is to ensure that in any emergency situation involving natural gas, prompt and efficient communication and coordination can be maintained so that together we may better serve the public.

The **New Brunswick Gas District** serves your municipality. The following telephone lines have been arranged for **police and fire departments** to report gas emergencies.

NON PUBLIC
EMERGENCY
NUMBERS

[REDACTED]	Primary Dispatch Operation
[REDACTED]	Secondary Dispatch Operation

These emergency numbers are for Police and Fire Departments exclusively and must not to be given out to the public. These numbers are direct links to PSE&G'S Dispatch Operations.

For non-emergency service calls, complaints or problems with trenches, barricades, etc., please call:

[REDACTED]	7:00 A.M. - 3:30 P.M. MON. - FRI.
------------	--

NON PUBLIC EMERGENCY NUMBERS REDACTED

ALL OTHER TIMES – Please contact PSE&G's 24 hour Center at

1-800-436-7734

Natural gas is clean, convenient, and efficient, which makes it the country's most popular home heating fuel. Almost all of the natural gas consumed in the United States is delivered via transmission and distribution infrastructure that has an outstanding safety record. While transportation by pipeline is safe, accidents do happen. Being prepared and having a coordinated response to natural gas emergencies is the best means to ensure a safe resolution to the emergency.

MUTUAL ASSISTANCE DURING GAS RELATED EMERGENCIES

It is the practice of Public Service Electric and Gas Company to work with municipal organizations to protect life and property in gas related emergencies.

Towards this end the Company has scheduled personnel on duty 24 hours a day, 7 days a week to respond to gas emergencies, reported by either a private citizen or public official.

PSE&G will respond as promptly as possible to your requests to respond to gas leaks or discontinue gas service at emergency sites. Typically, we will respond to a gas leak within one hour. In gas related emergencies, we would hope to call upon the municipal organizations involved to provide assistance in the following areas:

Fire Departments

Standby at gas related fires/leaks/facility damage, where the potential for ignition exists, assess and establish the hot zone, secure the scene, building/structure evacuations, assist in making public announcements, and other aid as the situation demands.

Police Departments

Crowd and traffic control at emergency sites, building/structure evacuations, gaining entry into locked buildings where escaping gas is suspected, and provide protection for company personnel where required.

Emergency Management Coordinators

Provide assistance and coordination support in larger scale emergencies.

Emergency Medical Technicians

Provide medical treatment and assistance in cases of injury or potential injury.

PSE&G strongly recommends that all emergency responders develop written standard operating procedures ("SOPs") relative to electric and gas emergencies, that these SOPs be reviewed and updated periodically, and that all first responders train according to their SOPs. First responder safety is of paramount importance. PSE&G has developed guidance material to assist your agency or department to develop or enhance their SOPs for electric and gas emergencies. This material can be found at PSE&G's web site at www.pseg.com/safety

Damage Prevention:

The primary cause of pipeline accidents is when an excavator damages a gas pipeline. With your help, pipeline accidents can be prevented.

We strongly urge your municipality to ensure that excavators have contacted the **NEW JERSEY ONE-CALL CENTER 1-800-272-1000 or 811 prior to excavating**. With your help, we can effectively safeguard natural gas facilities from damage and avoid municipal emergency response and protect life and property before an incident occurs.

We have personnel available to meet with you to discuss these areas of cooperation, coordination, and provide additional utility safety awareness information for first responders. Please contact **Mr. Salim Corbin** at [REDACTED] or by e-mail at **Salim.Corbin@pseg.com** for additional information.

NON PUBLIC EMERGENCY
NUMBER REDACTED

Very truly yours,

Robert Blache
District Manager – Gas Operations-New Brunswick