

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
NOVEMBER 28, 2012**

**TAXI, LIVERY, AND LIMOUSINE DRIVERS # ITEMS AT \$75.00 EA.
(SEE ATTACHED)**

VENDORS: CHRISTMAS TREES

1 ITEM

**TREE BARN
528 WILLOW AVENUE, HOBOKEN, NJ**

RAFFLE & CASINO NIGHT

**UNITED SYNAGOGUE OF HOBOKEN
115 PARK AVENUE, HOBOKEN, NJ**

2 ITEMS

BINGO

**OUR LADY OF GRACE
400 WILLOW AVENUE
HOBOKEN, NJ 07030**

1 ITEM

MISCELLANEOUS LICENSES FOR
COUNCIL MEETING NOVEMBER 28, 2012

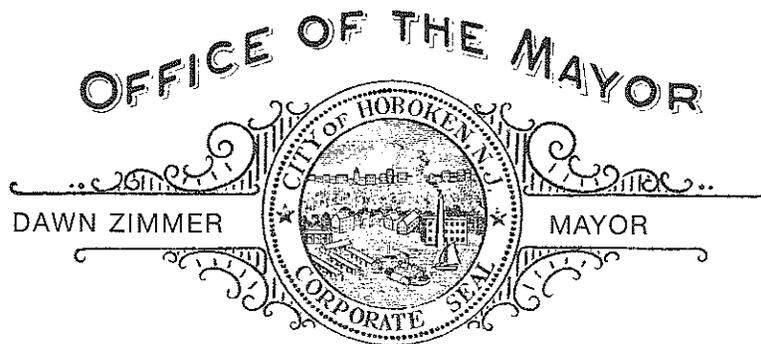
DRIVERS

(3 ITEMS @ \$75.00)

<i>NAME</i>	<i>TAXI/LIMO</i>	<i>LICENSE#</i>
DANTE PASTRANAMOLINA	LIMO	1870
JORGE QUIZHPI ALVAREZ	LIMO	3760
ALFREDO SANTOS	LIMO	5031

3 DRIVERS

Department of Transportation and Parking
Office of Taxi/Limo/Shuttle Licensing



CITY HALL
HOBOKEN, NEW JERSEY

November 27, 2012

Dear City Council Members:

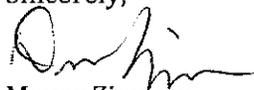
Please see the attached memo from North Hudson Sewerage Authority (NHSA) Chairman Richard Wolff. As you can see, they moved forward with installing a temporary outfall across our property without approval from my Administration or the City Council. The corresponding ordinance was approved on first reading at the prior Council Meeting but had not yet been considered for second reading and final approval. Although the work has already been completed, we are placing the ordinance on the agenda for second reading for ratification by the Council.

On the agenda is also a resolution to award a contract for Phase 1 of construction at 1600 Park. As you know, we re-issued the bid for construction, and we were able to find a more reasonably priced fence which significantly lowered the cost. The only other major change to the bid specifications was the need to work around the easement for the NHSA's temporary outfall, which we were made aware of after the initial bid was issued. This change resulted in some increase in that portion of the cost, so in order to move ahead with the project, approximately \$200,000 in funding will come from the Open Space Trust Fund. I will be asking NHSA to waive the sewer connection fee as a result of the increased costs for the City of Hoboken.

These funds would cover the work for improving the pavement surface under Willow Avenue and installing the dog run, as these will make the area safer under that viaduct and provide a safe access to the dog run to be developed. If the Council chooses not to use the trust fund monies, the option for these safety improvements (that include an even surface and lighting under Willow Avenue) and fencing to protect park users from spalling concrete from under the higher portions of the bridge, as well as the development of the dog run, would have to be excluded from the bid award and be brought back for consideration at a future Council meeting.

Finally, I am pleased to announce that there has been a tremendous increase in community interest in our Community Emergency Response Team following Hurricane Sandy. Although we had previously begun a new round of training, we will restart the training in January to accommodate the increased interest. We encourage you to inform your constituents about this great opportunity to volunteer to make our community stronger.

Sincerely,



Mayor Zimmer

From: **Richard J. Wolff** <rwolff@kreabgavinanderson.com>

Date: Mon, Nov 19, 2012 at 1:50 PM

Subject: RE: NHSA - Adams Street Outfall

To: "bforbes@hobokennj.org" <bforbes@hobokennj.org>, "Fredric J. Pocci" <fpocci@nhudsonsa.com>

Cc: Frank Leanza <f.leanza@leanzaagrapidis.com>, "Wynn, Kevin P" <Kevin.Wynn@hatchmott.com>, Alysia Proko <aproko@hobokennj.org>, Dawn Zimmer <dzimmer@hobokennj.org>, Joe Pomante <jpomante@boswellengineering.com>, Quinten Wiest <qwiest@hobokennj.org>, Daniel Bryan <dbryan@hobokennj.org>

Dear Ms. Forbes:

I write in response to your email of November 16th in the hope of clarifying the situation related to the Adams Street outfall. At the outset, please understand that the Authority had no intention of circumventing the City Council with regard to the easement ordinance.

Please allow me to explain our position in this matter:

- As you correctly point out, our original understanding was that the easement would be acted upon in a second reading on November 21st. Given the storm damage to our system, this date was already creating difficulties for us, as the Adams Street outfall was at increasingly risk of outright failure. Our engineers left several voice mails for you at City Hall about this concern, but apparently telephone problems prevented you from receiving them.
- When, for understandable storm-related reasons, the City Council's second vote was put off until November 28th, the Authority engineers became alarmed that this further delay would lead to a serious environmental problem.
- Please note that at the Authority's November 8th Board Meeting, an emergency situation was declared, covering the Adams Street outfall. The DEP was notified that the Authority took this action in response to the storm damage to the system. Under this declaration, the Authority has the right and responsibility to address environmental, safety, or health problems on an emergent basis.
- With respect to the Adams Street outfall, the additional delay in the second reading put the outfall line at serious risk of failure and consequent flooding. When the pumps are activated, effluent flow is threatening to come into the street. The Authority simply did not have the luxury to wait for the second reading of the easement ordinance. I trust that you, the Mayor and the Council will understand that we could not delay mobilizing any longer.
- On November 15th, the Authority ordered the contractor to proceed on an emergent basis to address the problems at the outfall. Mr. Pocci informed you of this decision immediately thereafter, prompting your email of November 16th.
- The DEP has been notified that we are proceeding to address the issues at the outfall. It has been very supportive of our commencement of work under the circumstances.

I would like to emphasize that the Authority fully respects the prerogatives of its constituent municipalities and strives to work together with them at all times. In this particular case, our representatives, Hatch Mont McDonald, worked with you over a series of months on the outfall plans. The City Council approved the easement on its first reading. Unfortunately, we could not adhere to the City's schedule for a second reading, due to the increasing risk of failure at the Adams Street outfall, a failure that would be a serious environmental issue. That risk required that we declare an

emergency and proceed to install the temporary outfall across Hoboken property in keeping with the provisions of the easement ordinance.

Please understand that we will continue to work cooperatively with the City on this and other important projects going forward.

I trust this clarifies matters. Please let me know if you have further questions or concerns.

Thank you.

Richard J. Wolff, Ph.D.
Chairman
North Hudson Sewerage Authority

Senior Advisor
646-283-3423

From: Brandy Forbes [bforbes@hobokennj.org]

Sent: Friday, November 16, 2012 4:00 PM

To: Fredric J. Pocci

Cc: Frank Leanza; Wynn, Kevin P; Richard J. Wolff; Alysia Proko; Dawn Zimmer; Joe Pomante; Quinten Wiest; Daniel Bryan

Subject: Re: NHSA - Adams Street Outfall

Mr. Pocci,

Prior to the pre-construction meeting and again on the record at the pre-construction meeting the City informed your firm and the contractor for North Hudson Sewerage Authority that the easement agreement was expiring and any extension would require a change in the location to the easement location so as not to interfere with the City's project. The City Administration understands the importance of the easement and immediately reached out to revise this agreement and actively worked to get that finalized. Once it was finalized the first reading of the ordinance was scheduled for November 7th and the second reading would be on November 21st.

I provided the update to Mr. Wynn earlier this week that that the schedule for the adoption of the ordinance for this easement is on the City Council agenda for November 28th--a delay due to the hurricane. In reviewing the schedule provided by NHSA contractor, this appeared not to be a conflict, as they noted that the work they were doing this week and next is digging the test pits and pits--it does not note anywhere in that update state that the bypass pipe was to be installed on the City's site. Yet, when I spoke to Mr. Wynn this afternoon, I was informed that the temporary outfall was installed yesterday on the City's property. Not only was there no advance notice to ensure that the City's engineer could be on site to inspect the installation, it is without the adoption of the easement agreement.

I am sending this email to document the situation, as North Hudson Sewerage Authority has installed this pipe on the City's property at its own risk, as the City Council has not to date approved an easement. Please note that if the City Council does not adopt the easement ordinance, the City may have to take action regarding the pipe being on the City's property. I will coordinate with Mayor Zimmer

regarding this issue and I recommend that you reach out to her directly if you would like to discuss this issue and the City Council process.

I have copied the Mayor, her Chief of Staff, our Business Administrator, our City Engineer and our Assistant Corporation Counsel on this email, as they are all involved in this process regarding the easement ordinance.

Sincerely,

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

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of OCTOBER 2012.

Receipts on Taxes

2013 Taxes

2013 Est. 3rd Quarter Taxes...	158.09	
2013 1-2 Quarter Taxes...	39,167.18	
Added Assessments...	12,710.52	
Total 2013 Taxes Collected		52,035.79

2012 Taxes...

2012 3-4 Quarter Taxes...	5,969,440.52	
N.G. Checks Minus....	13,957.22	
2012 1-2 Quarter Taxes...	59,806.55	
2012 Added Assessments...	313,645.03	
Total 2011 Taxes Collected		6,328,934.88

Senior Citizen Disallowed State Audit...

Years 2007,09 &10	1,250.00	
Total Tax Collected....		1,250.00

Miscellaneous Tax Receipts

Interest on Taxes...	9,889.29	
N.G. Checks Minus...	1,258.00	
Bounced Check Fee...	40.00	
Duplicate Bill Fee...	375.00	
Total Miscellaneous Tax Receipts		9,046.29

Pilot Accts

Pilot Principal.....	1,298,047.42	
Total collected on Pilot Accts.....		1,298,047.42

Total Taxes & Miscellaneous Tax Receipts....		<u>7,689,314.38</u>
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*****Abatements not included in Edmunds Cash Receipts Report*****

Abatements

Abatement Principal.....	716,685.73	
Abatement Interest.....	37.79	
Abatement Totals.....		***** 716,723.52
Minus Abatement Bounced Check		<u>1,966.61</u>
Total Collected for Abatements...		714,756.91

Bounced Checks

Amount	
252/8	2,961.55
43/19	<u>12,253.67</u>
Total	15,215.22

Respectfully yours,

Sharon Curran, Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2013
 Range of Periods: 1 to 12
 Range of Dates: 10/01/12 to 10/31/12
 Print Ref Num: N

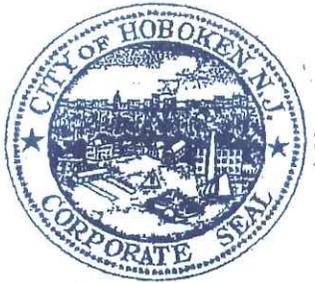
Code Description	Count	Arrears/Other	Principal			Interest	Total
			2011	2012	2013		
001 TAX-Billing	2841	1,250.00	0.00	6,029,247.07	39,325.27	9,889.29	6,079,711.63
014 ADDED ASSESSMENT/OMI	95	0.00	0.00	313,645.03	12,710.52	0.00	326,355.55
082 IN LIEU OF TAXES	10	0.00	0.00	1,296,981.66	1,065.76	0.00	1,298,047.42
Tax Payments	2946	1,250.00	0.00	7,639,873.76	53,101.55	9,889.29	7,704,114.60
00L OUTSIDE REDEEM	60	90,724.38	0.00	0.00	0.00	10,438.26	101,162.64
FEE	11	602.00	0.00	0.00	0.00	0.00	602.00
Lien Payments	71	91,326.38	0.00	0.00	0.00	10,438.26	101,764.64
005 BOUNCED CHECK FEE	2	40.00	0.00	0.00	0.00	0.00	40.00
012 DUPLICATE BILLS	20	375.00	0.00	0.00	0.00	0.00	375.00
Misc Payments	22	415.00	0.00	0.00	0.00	0.00	415.00
NSF BOUNCED CHECK	4	0.00	0.00	13,957.22-	0.00	1,258.00-	15,215.22-
Tax NSF	4	0.00	0.00	13,957.22-	0.00	1,258.00-	15,215.22-
Payments Total:	3039	92,991.38	0.00	7,639,873.76	53,101.55	20,327.55	7,806,294.24
NSF Reversals Total:	4	0.00	0.00	13,957.22-	0.00	1,258.00-	15,215.22-
Total:	3043	92,991.38	0.00	7,625,916.54	53,101.55	19,069.55	7,791,079.02

Total Cash: 20,415.77

Total Check: 7,770,663.25

Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF OCTOBER 2012							
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
10/2/2012	2	5	CLL27	09-80000	415 NEWARK ST	1,138.06	
10/3/2012	183	16	C001L	12-00076	813 PARK AVE	714.00	1,000.00
10/15/2012	162	1	C002C	12-00061	1001 CLINTON ST	7,831.30	5,600.00
10/16/2012	166	32		12-00062	314 PARK AVE	426.86	500.00
10/19/2012	22	3.01	C00CR	09-80032	265 FIRST/95 WILLOW	12,726.11	1,000.00
10/22/2012	251	14.01	C000C	12-00114	163 FOURTHEENTH ST	15,592.71	8,600.00
10/22/2012	214	8		12-00100	319 WASHINGTON ST	3,183.95	3,800.00
10/22/2012	184	12	C001B	11-00076	919 PARK AVE	5,696.08	700.00
10/24/2012	245	3.01	C00CN	12-00110	1315-1317 WASHINGTON ST	3,628.87	4,100.00
10/25/2012	30	28		11-00020	452 FIRST ST	24,961.94	7,900.00
10/26/2012	30	27		11-00019	450 FIRST ST	25,864.76	7,900.00
						101,764.64	41,100.00



*Municipal Court of Hoboken
City Hall*

100 Newark Street
Hoboken, New Jersey 07030
201 - 420-2120
Fax 201 - 420-2138



HON. MICHAEL A. MONGIELLO
C.J.M.C.
HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

NOVEMBER 20, 2012

MR. JAMES FARINA
CITY CLERK
CITY OF HOBOKEN
CITY HALL
HOBOKEN N.J. 07030

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 200004 IN THE TOTAL AMOUNT OF \$398,486.46 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF OCTOBER 2012 (ATS/ACS SYSTEM)

VERY TRULY YOURS,

ROSE ANN GOHDE C.M.C.A.
MUNICIPAL COURT DIRECTOR

C: HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
STEPHEN MARKS ASSISTANT BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 28, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM BUSINESS ADMINISTRATION	ICAPITAL	12-03517	THE BUZAK LAW GROUP LLC	HC2016 BLK12 INV DATE 8/29/12	\$ 2,656.40
	IOPERATING	12-03689	PREMIER TECHNOLOGY SOLUTIONS	MONTHLY MANAGED SRVCS OCT'12	\$ 7,060.00
		12-04017	PREMIER TECHNOLOGY SOLUTIONS	NOV'12 MONTHLY MANAGED SRVCS	\$ 7,060.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	12-03670	AUTOMATIC DATA PROCESSING	ADP PROCESSING FEES	\$ 4,835.79
		12-03865	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 4,582.77
ADM MAYOR'S OFFICE	IOPERATING	12-03761	THE OFFICE	MAPS FOR PUBLIC MEETING	\$ 108.00
ADM MUNICIPAL COURT	IOPERATING	12-03653	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 373.59
		12-03731	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50
		12-03741	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 224.00
ADM PARKING UTILITY	IPARK UTILITY	12-00538	IAN SACS	REIMBURSEMENT	\$ 852.24
		12-02967	SIEMENS INDUSTRY, INC.	FIRE SERVICE AGMT. - MIDTOWN	\$ 1,743.00
		12-03501	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 129.04
		12-03587	GRABER MANUFACTURING, INC.	BIKE RACKS	\$ 5,166.00
		12-03623	BUY WISE AUTO PARTS	HPU PARTS - OCTOBER, 2012	\$ 1,554.26
		12-03626	AMANO McGANN, INC.	ACCESS TAGS - GARAGE B	\$ 6,819.00
		12-03706	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 298.09
		12-03708	GOVCONNECTION, INC.	HPU IT EQUIPMENT	\$ 1,711.42
		12-03719	QUALITY AUTOMALL	REPAIRS TO H-3 HOP VEHICLE	\$ 369.26
		12-03766	DIAMOND MANUFACTURING INC	FARE BOX - HOP VEHICLE	\$ 943.00
		12-03767	HOBOKEN WATER SERVICE	GARAGE WATER SERVICES	\$ 250.67
		12-03771	THREE RIVERS PEST CONTROL	CLEANUP GARAGE STAIRWELL	\$ 1,445.20
		12-03876	METROPOLITAN COFFEE SERVICE	WATER/COFFEE SUPPLIES	\$ 135.90
		12-03877	GOVCONNECTION, INC.	IT EQUIPMENT FOR NOBEL SYSTEM	\$ 978.00
		12-03880	ERIN MCCARTHY	BOOT REFUND	\$ 150.00
		12-03881	LAURA BACKER	BOOT REFUND	\$ 150.00
		12-03882	JOHN SEIFERAS	BOOT REFUND	\$ 150.00
		12-03886	CHEVROLET OF JERSEY CITY	HPU VEHICLE PARTS	\$ 1,349.29
		12-03892	CENTRAL PARKING SYSTEM	REIMBURSEMENT/LEASE PAYMENT 46	\$ 6,176.75
		12-03910	RICOH AMERICAS CORPORATION	LEASE PAYMENT - HPU	\$ 678.72
12-04040	CENTRAL PARKING SYSTEM	FINAL PAYMENT - 2011 & 2012	\$ 84,196.20		
ADM PERSONNEL/BENEFITS	IOPERATING	12-04013	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE AUG/SEPT 2012	\$ 93,891.70
ADM PURCHASING	IOPERATING	12-03684	RUTGERS STATE UNIVERSITY OF NJ	QPA EXAMINATION REVIEW COURSE	\$ 564.00
		C2-02001	OKIN HOLLANDER & DELUCA LLP	Special Legal Counsel	\$ 13,106.63
ADM SPECIAL COUNSEL	IOPERATING	12-02744	FLORIO & KENNY LLP	SP. LEGAL COUNSEL - MILE SQ.	\$ 46.20
		12-03383	FORMAN HOLT ELIADES RAVIN &	PRO. SVC - SP. LEGAL COUNSEL	\$ 3,704.94
		12-03467	FLORIO PERUCCI STEINHARDT	SP. LEGAL COUNSEL - LABOR	\$ 2,375.02
		12-03641	TAG SOLUTIONS	SECURITY ASSESSMENT	\$ 175.00
		12-03686	BENJAMIN CHOI, ESQ.	ALT.MUN.PROSECUTOR FOR SEPTEM.	\$ 1,800.00
		12-03796	GARDEN STATE MUNI.JOINT INSURA	MEMBER SIR SEPTEMBER 2012	\$ 1,883.10
		12-03799	MELLISSA L. LONGO	REIMBURSEMENT-PARKING	\$ 12.00

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 28, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
ADM SPECIAL COUNSEL	IOPERATING	12-03917	TRACY ZUR, ESQ.	SERVICES THRU OCTOBER 25,12	\$ 4,800.00	
		12-03983	ESTHER MILSTED	PUBLIC DEFENDER SERVICES	\$ 2,500.00	
		12-03989	ESTHER MILSTED	PUBLIC DEFENDER SERVICES	\$ 2,250.00	
		C2-05002	WEINER & LESNIAK, LLP	SP. COUNSEL - GEN.LITIGATION	\$ 1,416.20	
		C2-05004	LITE DEPALMA GREENBERG, LLC	SPECIAL COUNSEL - RENT CONTROL	\$ 33,756.00	
		C2-05009	PARKER McCAY, P.A.	SPECIAL COUNSEL - BOND COUNSEL	\$ 1,522.30	
ADM TAX ASSESSOR	IOPERATING	12-03043	RUTGERS STATE UNIVERSITY OF NJ	APPRAISAL COURSE	\$ 1,277.00	
ADM TAX COLLECTOR	IOPERATING	12-03925	GMAC MORTGAGE	TAX OVERPAYMENTS	\$ 1,890.61	
		12-03926	VIRAL DHOLABHAI &	TAX OVERPAYMENTS	\$ 2,199.21	
		12-03927	FRANCIS & ANDREA CUTTITA	TAX OVERPAYMENTS	\$ 2,039.42	
		12-03928	JAMES & LAURA CORACI	TAX OVERPAYMENTS	\$ 4,346.03	
		12-03929	LT NATIONAL TITLE SERVICES	TAX OVERPAYMENTS	\$ 2,963.53	
		12-03930	LUBKEMANN, DAVID & JAMEE	TAX APPEALS	\$ 2,245.81	
		12-03931	VENINO & VENINO, ESQS.	TAX APPEALS	\$ 16,844.75	
		ITRUST	12-03920	DIANNE CLEMENTE	REDEMPTION	\$ 13,726.11
			12-03937	PAM INVESTORS	REDEMPTION	\$ 4,100.00
			12-03939	US BANK CUST TOWER DBW	REDEMPTION	\$ 33,764.76
			12-03940	US BANK CUST TOWER DBW	REDEMPTION	\$ 32,861.94
			12-03945	US BANK CUST PRO CAPITAL I,LLC	REDEMPTION	\$ 25,041.89
	12-04002		PAM INVESTORS	REDEMPTION	\$ 2,133.92	
	ADM/CONSTRUCTION CODE	IOPERATING	12-04008	US BANK CUST/TOWER DBW II	REDEMPTION	\$ 6,553.72
			12-04011	US BANK CUST LIEN LOGIC FUND I	REDEMPTION	\$ 221,695.12
			12-03946	JERSEY PROFESSIONAL MANAGEMENT	SERVICES RENDERED MANAGEMENT S	\$ 3,145.00
	ADM/CORPORATION COUNSEL	IOPERATING	12-03995	JERSEY PROFESSIONAL MANAGEMENT	MANAGEMENT SPECIALIS	\$ 1,912.50
	ADM/COUNCIL	IOPERATING	C2-05006	MARAZITI, FALCON & HEALEY	SP. COUNSEL - NJ TRANSIT RED.	\$ 5,225.00
ADM/LEGAL ADS	IOPERATING	12-03847	STAN'S SPORT CENTER	NAME PLATE FOR JAMES DOYLE	\$ 20.00	
		12-03726	JERSEY JOURNAL	LEGAL ADS FOR SEPTEMBER 2012	\$ 3,858.58	
		12-03850	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR AUGUST 2012	\$ 714.51	
CAPITAL ACCOUNT	ICAPITAL	12-03851	STAR LEDGER	LEGAL AD FOR AUGUST 2012	\$ 64.96	
		12-03844	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES B	\$ 3,781.75	
		12-03845	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES B	\$ 373.01	
CD DIRECTOR'S OFFICE	IOPERATING	12-03452	WALLACE ROBERTS & TODD	PRO. PLANNER, HOB. TERMINAL	\$ 35,007.00	
		12-03736	NJAPA-NEW JERSEY CHAPTER OF	CONFERENCE REGISTRATION	\$ 310.00	
		12-03452	WALLACE ROBERTS & TODD	PRO. PLANNER, HOB. TERMINAL	\$ 1,970.00	
CD ESROW	ESCROW	12-03046	RBA GROUP ENGINEERS/PLANNERS	PARKING & TRAFFIC ANALYSIS	\$ 7,076.50	
CD MLUL PLANNING BOARD	IOPERATING	12-03776	PARKER McCAY, P.A.	PROFESSIONAL SERVICES	\$ 1,153.00	
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03676	GATEWAY I, LLC	RETURNING DEVELOPERS ESCROW	\$ 1,468.96	
		12-03712	VANDOR & VANDOR LTD.	DEVELOPERS ESCROW	\$ 1,645.00	
		12-03805	H2M GROUP	DEVELOPERS ESCROW	\$ 2,555.26	
		12-03806	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 1,260.00	

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 28, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03843	MASER CONSULTING	DEVELOPERS ESCROW	\$ 145.00
CD MLUL ZONING BD OF ADJ	IOPERATING	12-02728	RUTGERS STATE UNIVERSITY OF NJ	PLANNING & ZONING PROGRAM	\$ 1,450.00
		12-02973	GANN LAW BOOKS	ZONING AND LAND USE LAW BOOK	\$ 102.00
ES CENTRAL GARAGE	IOPERATING	12-03251	BEYER BROTHERS CORP.	PARTS/REPAIRS - SEPT. 2012	\$ 89.21
		12-03620	BUY WISE AUTO PARTS	PD PARTS - OCTOBER 2012	\$ 3,448.27
		12-03621	BUY WISE AUTO PARTS	CG PARTS - OCTOBER, 2012	\$ 1,307.04
		12-03622	BEYER BROTHERS CORP.	PARTS/REPAIRS - OCTOBER 2012	\$ 244.16
		12-03704	BUY WISE AUTO PARTS	PARTS FOR PD VEHICLE	\$ 951.33
		12-03715	SANITATION EQUIP. CORP.	SANITATION VEHICLE REPAIRS	\$ 2,736.77
		12-03716	CHEVROLET OF JERSEY CITY	REPAIRS TO PD VEHICLE #153	\$ 541.47
		12-03717	INTERSTATE BATTERIES	BATTERIES - DPW VEHICLES	\$ 196.90
		12-03765	OMAHA STANDARD, INC.	SANITATION VEHICLE PARTS	\$ 80.07
		12-03770	CHEVROLET OF JERSEY CITY	S&T VEHICLE REPAIRS/CG	\$ 125.60
		12-03885	CHEVROLET OF JERSEY CITY	PD VEHICLE PARTS	\$ 1,004.92
		12-03951	T. FARESE & SONS, INC.	DEBRIS REMOVAL DUE TO SANDY	\$ 133,237.50
		12-04038	T. FARESE & SONS, INC.	DEBRIS REMOVAL DUE TO SANDY	\$ 77,480.00
		12-04039	FIVE STAR BUILDING SERVICES	CLEAN UP FOR CG	\$ 73,500.00
ES DIRECTOR'S OFFICE	ICAPITAL	11-01864	SALOMONE BROS., INC.	NJDOT 2010 ROADWAY IMPROVEMENT	\$ 79,525.54
ES PUBLIC PROPERTY	IOPERATING	12-00594	FCA LIGHTING	REHUNG LIGHT CLERKS OFFICE CH	\$ 250.00
		12-01248	MILE SQUARE LOCKSMITH	SECURITY/ LOCKS PERSONNEL C.H.	\$ 1,013.21
		12-03528	STATE CHEMICAL MFG.	SUPPLIES CITY HALL	\$ 1,861.28
		12-03728	FCA LIGHTING	INTERCOM POLICE DEPT.	\$ 325.00
		12-03740	GS ELEVATOR INDUSTRIES	ELEVATOR MAINTENANCE 10/12	\$ 588.60
		12-03742	CITY PAINT AND HARDWARE	SUPPLIES PUBLIC PROPERTY	\$ 638.16
		12-03797	ENVIRONMENTAL CLIMATE CONTROL	SERVICE CALL CITY HALL	\$ 268.63
		12-03809	FCA LIGHTING	LIGHTING CENTRAL GARAGE	\$ 111.49
ES ROADS	IOPERATING	12-03615	ONE CALL CONCEPTS, INC.	STREET MARK OUTS	\$ 102.66
ES SOLID WASTE	IOPERATING	12-03778	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHGS. 9/30/12	\$ 196,316.08
HS BD OF HEALTH	IOPERATING	12-03646	GOVCONNECTION, INC.	DOCUMENT SCANNER/CLEANING KIT	\$ 983.00
		12-03801	LIBERTY HUMANE SOCIETY	Professional Services AUG/SEPT	\$ 10,832.00
HS CULTURAL AFFAIRS	IFEDERAL	12-03932	FALLO, GERALDINE	REIMBURSEMENT Halloween Med.	\$ 7.98
	ITRUST	12-03665	JEREMY ROGALSKY	SOUND ASSISTANCE	\$ 174.00
		12-03668	BANANA SOUND INC.	SOUND EQUIPMENT RENTAL	\$ 2,100.00
		12-03725	JEREMY SINENSKY	FALL FESTIVAL ASSISTANCE	\$ 110.50
		12-03798	RON ALBANESE	Performances by Polka Dot	\$ 1,800.00
		12-03822	VINCENT A. PAGLAINO	Funny Factory 10/31/12	\$ 3,350.00
		12-03840	KAFKA FARM	Harvest Festival KAFKA FARM	\$ 2,400.00
		12-03858	JEREMY SINENSKY	Harvest Festival	\$ 93.00
		12-03861	MCKEVIN SHAUGHNESSY	McKevin Shaughnessy 10 22 12	\$ 350.00
		12-03862	RALPH DEMATTHEWS	Harvest Festival Assistance	\$ 108.00

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 28, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS CULTURAL AFFAIRS	ITRUST	12-03870	WILLIAM A. STACKPOLE	2012 Family Fun Nights	\$ 182.00
		12-03872	MATTHEW CORRADO	Fall Festival MATTHEW CORRADO	\$ 174.00
		12-03873	MEGAN REILLY	Fall Arts & Music MEGAN RIELLY	\$ 350.00
		12-03874	JEREMY SINENSKY	Fall Festival Office Assist.	\$ 110.50
		12-03932	FALLO, GERALDINE	REIMBURSEMENT Halloween Med.	\$ 24.99
HS DIRECTOR'S OFFICE	IO M FUND	12-03834	ARNOLD ASSOCIATES	Waterfront Landscape Drawings	\$ 3,476.87
HS MUNICIPAL ALLIANCE	IFEDERAL	12-03077	THE TROPHY KING	ITEMS FOR JR. POLICE ACADEMY	\$ 310.00
HS PARKS	IO M FUND	12-00236	FCA LIGHTING	BULBS FOR LIGHTS PIER A PARK	\$ 468.00
		12-03733	MOLA IRON WORKS	NEW GATE AT PIER C	\$ 1,200.00
HS RECREATION	ITRUST	12-03711	DYKES LUMBER COMPANY	WOOD FOR FESTIVAL	\$ 665.63
	IOPERATING	12-03821	VINCENT JOHNSON	REIMBURSEMENT	\$ 200.00
	ITRUST REC FEES	12-03737	HUDSON POOL MANAGMENT INC	CLOSE AND WINTERIZE POOL	\$ 600.00
HS SENIOR CITIZEN PROGRAM	IOPERATING	12-03817	B & H PHOTO VIDEO	Portable PA Wireless	\$ 213.64
PS FIRE	IOPERATING	12-03484	SEA SAFETY INTERNATIONAL INC.	SCBA AIR CYL	\$ 525.00
		12-03487	AAA EMERGENCY SUPPLY CO.INC.	STREAMLIGHT	\$ 1,403.40
		12-03489	AAA EMERGENCY SUPPLY	SCBA FACE PIECES	\$ 2,646.00
		12-03735	A & M INDUSTRIAL SUPPLY CO.	CALIBRATION	\$ 444.60
		12-03825	KLINGER TIRE & SERVICE CO.	E3 TIRE	\$ 545.00
		12-03830	HOT STICK U.S.A.	Training Vedio	\$ 299.00
		12-03833	ROBBINS & FRANKE, INC.	ALIGNMENT SPARE 155	\$ 60.00
		12-03824	SEA SAFETY INTERNATIONAL INC.	SCBA HYDRO TESTING	\$ 157.50
		12-02272	AAA EMERGENCY SUPPLY	Fire Dept. Hose	\$ 1,299.30
		12-00013	VERIZON WIRELESS SERVICES LLC	MTHLY LAPTOP WIRELESS SVC. PD	\$ 760.25
UNCLASS/UNEMPLOYMENT COMP INS	IOPERATING	12-04014	STATE OF NJ/DEPT. LABOR/WRKFC	3RD QTR INSTALLMENT	\$ 51,386.36
UNCLASSIFIED ELECTRICITY	IO M FUND	12-04019	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - OCT 2012	\$ 881.44
		12-04020	SOUTH JERSEY ENERGY	ELEC UTIL - NOVEMBER 2012	\$ 8,584.84
UNCLASSIFIED GASOLINE	IOPERATING	12-04037	WILLOW SUNOCO	FUEL PURCHASED DURING	\$ 6,381.55
UNCLASSIFIED INSURANCE	IOPERATING	12-03923	THE PMA INSURANCE GROUP	WORKERS COMP INSURANCE 7/2012	\$ 58,381.61
		12-03924	VISION SERVICE PLAN, INC	OCTOBER 2012 VISION SERVICES	\$ 10,439.62
UNCLASSIFIED TELEPHONE	IOPERATING	12-00011	VERIZON	CY2012 TELEPHONE SERVICES	\$ 12,079.87
		12-00017	NEXTEL COMMUNICATIONS	CY2012 ACCT#141015027	\$ 8,525.09
		12-00018	CABLEVISION LIGHTPATH, INC.	CY2012 INTERNET SVS #45278	\$ 1,253.60
		12-00019	CABLEVISION LIGHTPATH, INC.	CY2012 REVERSE 911 SYS SVS	\$ 2,796.86
		12-00021	VERIZON WIRELESS	CY2012 CELL SERV-MAYOR	\$ 68.30
		12-00022	COOPERATIVE COMMUNICATIONS,INC	CY2012 LD/TOLL SERVICE	\$ 1,590.53
Grand Total					\$ 1,529,821.75

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

11-Oct-12	TO	24-Oct-12	Paydate	10/31/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	2-01-20-105	6,210.99	0.00	0.00	6,210.99
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	16,733.97	0.00	0.00	16,733.97
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	309.36	0.00	15,524.80
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	24,625.72	0.00	0.00	24,625.72
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	7,229.57	0.00	0.00	7,229.57
ASSESSOR'S OFFICE	2-01-20-150	11,771.25	0.00	0.00	11,771.25
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
TREASURER	2-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	2-01-21-180	5,808.67	638.22	0.00	6,446.89
INFORMATION TECHNOLOGY	2-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	515.76	0.00	6,398.70
CONSTRUCTION CODE STIPEND	2-01-22-195	22,603.69 0.00	0.00 0.00	0.00 200.00	22,603.69 200.00
POLICE DIVISION	2-01-25-241-011	514,700.30	17,666.76	0.00	532,367.06
POLICE CIVILIAN	2-01-25-241-016	31428.23	491.04	0.00	31,919.27
POLICE DIVISION CLASS II	2-01-25-241-015	460.00	0.00	0.00	460.00
WORKERS COMP		0.00	0.00	7,743.55	7,743.55
CROSSING GUARDS	2-01-25-241-012	13,272.80	0.00	0.00	13,272.80
EMERGENCY MANAGEMENT	2-01-25-252	14,055.95	0.00	96.15	14,152.10

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	2-01-25-266	459,493.02	9,507.52	0.00	469,000.54
FIRE DIF (STRAIGHT TIME)		0.00	0.00	7,742.04	7,742.04
FIRE CIVILIAN	2-01-25-266-016	17,396.85	0.00	0.00	17,396.85
STREETS AND ROADS	2-01-26-291-011	22,277.46	746.64	0.00	23,024.10
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	720.00	0.00	0.00	720.00
CENTRAL GARAGE	2-01-26-301	5,647.36	1,092.49	0.00	6,739.85
SANITATION	2-01-26-305	17,775.79	6,890.88	0.00	24,666.67
LICENSING DIVISION	2-31-55-501-101	2,294.41	0.00	0.00	2,294.41
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,623.36	234.84	0.00	20,858.20
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	13,792.31	0.00	0.00	13,792.31
RENT STABILIZATION	2-01-27-347	8,434.69	0.00	0.00	8,434.69
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	497.34	0.00	11,952.55
PARKS	2-01-28-375	17,471.09	390.84	0.00	17,861.93
PUBLIC PROPERTY	2-01-28-377	26,006.99	0.00	0.00	26,006.99
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	34,049.85	0.00	0.00	34,049.85
PARKING UTILITY	2-31-55-501-101	103,731.37	11,680.79	0.00	115,412.16
WORKERS COMP		0.00	0.00	982.36	982.36
MUN COURT OVERTIME	T-0340000-037	0.00	2,288.62	0.00	2,288.62
TRUST - RECREATION ADULT PROG	T-03-40-000-108	900.00	0.00	0.00	900.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	810.00	810.00
FIRE EDUCATION	T-13-10-000-000	0.00	223.32	0.00	223.32
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	420.00	0.00	0.00	420.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	630.00	630.00
TRUST REC TENNIS CLINIC	T-03-40-000-110	840.00	0.00	0.00	840.00
DRIVE SOBER OR GET PULLED OVER	G-02-20-105-DD2	0.00	0.00	0.00	0.00
TRUST PAL	T-03-40-000-004	1,057.39	1,891.80	0.00	2,949.19
CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46

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

SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	48,387.50	48,387.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	2-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,516,803.18	55,066.22	66,745.35	1,638,614.75
					1,638,614.75

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

25-Oct-12	TO	07-Nov-12	Paydate	11/14/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	2-01-20-105	6,342.69	0.00	0.00	6,342.69
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	16,733.97	0.00	0.00	16,733.97
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	0.00	0.00	15,215.44
ELECTIONS	2-01-20-122	0.00	15,411.93	0.00	15,411.93
FINANCE OFFICE	2-01-20-130	26,041.32	0.00	0.00	26,041.32
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	7,256.45	0.00	0.00	7,256.45
ASSESSOR'S OFFICE	2-01-20-150	11,773.49	0.00	0.00	11,773.49
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	2-01-21-180	5,808.67	157.80	0.00	5,966.47
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	257.88	0.00	6,140.82
CONSTRUCTION CODE STIPEND	2-01-22-195	22,645.52 0.00	1,579.76 0.00	0.00 200.00	24,225.28 200.00
POLICE DIVISION	2-01-25-241-011	514,700.30	12,936.06	0.00	527,636.36
POLICE CIVILIAN	2-01-25-241-016	31482.19	1,128.24	0.00	32,610.43
POLICE DIVISION CLASS II	2-01-25-241-015	0.00	0.00	0.00	0.00
WORKERS COMP		0.00	0.00	7,743.55	7,743.55
CROSSING GUARDS	2-01-25-241-012	11,120.37	0.00	0.00	11,120.37
EMERGENCY MANAGEMENT	2-01-25-252	12,302.23	653.40	96.15	13,051.78

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	2-01-25-266	459,493.02	12,916.82	0.00	472,409.84
FIRE DIF (STRAIGHT TIME)		0.00	0.00	2,167.56	2,167.56
FIRE CIVILIAN	2-01-25-266-016	16,196.85	0.00	0.00	16,196.85
STREETS AND ROADS	2-01-26-291-011	22,312.13	2,003.88	0.00	24,316.01
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	0.00	0.00	0.00	0.00
CENTRAL GARAGE	2-01-26-301	5,647.36	621.32	0.00	6,268.68
SANITATION	2-01-26-305	18,270.00	2,757.22	0.00	21,027.22
LICENSING DIVISION	2-31-55-501-101	2,440.02	0.00	0.00	2,440.02
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,386.76	0.00	0.00	20,386.76
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	12,314.28	0.00	0.00	12,314.28
RENT STABILIZATION	2-01-27-347	9,684.50	0.00	0.00	9,684.50
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	937.94	0.00	12,393.15
PARKS	2-01-28-375	17,211.09	796.50	0.00	18,007.59
WORKERS COMP				691.20	691.20
PUBLIC PROPERTY	2-01-28-377	26,673.38	0.00	0.00	26,673.38
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	33,685.32	0.00	0.00	33,685.32
PARKING UTILITY	2-31-55-501-101	103,149.60	8,919.67	0.00	112,069.27
WORKERS COMP		0.00	0.00	749.00	749.00
SALARY SETTLEMENT				33,297.29	33,297.29
MUN COURT OVERTIME	T-0340000-037	0.00	107.01	0.00	107.01
TRUST - RECREATION ADULT PROG	T-03-40-000-108	120.00	0.00	0.00	120.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	135.00	135.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00
TRUST REC TENNIS CLINIC	T-03-40-000-110	420.00	0.00	0.00	420.00
TRUST PAL	T-03-40-000-004	94.71	0.00	0.00	94.71
TRUST	T-03-40-000-105	0.00	0.00	30.00	30.00

CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46
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<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	0.00	0.00	0.00	0.00
FIRE TERM LEAVE ADJ - RETIREE				371,896.79	371,896.79
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	20,602.50	20,602.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
SALARY AND WAGES	2-01-46-870-014	0.00	137,709.71	0.00	137,709.71
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,509,276.32	198,895.14	437,762.79	2,145,934.25
					2,145,934.25

Sponsor: _____

Second: _____

CITY OF HOBOKEN
RESOLUTION NO. ____

**RESOLUTION DECLARING AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(B)
AND MAKING IMMEDIATELY EFFECTIVE ORDINANCE NO. Z-221 ENTITLED "AN
ORDINANCE TO AMEND AND EXTEND AN ORDINANCE GRANTING AN EASEMENT TO
NORTH HUDSON SEWAGE AUTHORITY FOR ITS OUTFALL BY-PASS PIPELINE WITHIN
THE BOUNDARIES OF LANDS OWNED AND CONTROLLED BY THE CITY OF HOBOKEN"**

WHEREAS, the City Council ("City Council") of the City of Hoboken ("City") introduced, on November 14, 2012, Ordinance No. Z-221, entitled "An Ordinance to Amend and Extend an Ordinance Granting an Easement to North Hudson Sewage Authority for Its Outfall By-Pass Pipeline within the Boundaries of Lands Owned and Controlled by the City of Hoboken"; and

WHEREAS, said Ordinance was advertised for second reading, public hearing and final adoption on November 28, 2012; and

WHEREAS, said Ordinance proceeded to second reading, a public hearing was held on the Ordinance, and final adoption occurred on November 28, 2012; and

WHEREAS, without acknowledging any validity of demands or orders that the City take the action as authorized in said Ordinance by a date certain, the City desires to make said Ordinance effective immediately to forestall any harm to the general welfare which may ensue as a result of the NHSA's inability to proceed with the By-Pass Outfall, as well as any and all claims or litigation that may ensue if the effective date of the Ordinance is delayed for the requisite 20 days after its adoption [in accordance with N.J.S.A. 40:69A-181(b)] and therefore the Council desires to declare an emergency pursuant to said statute cited above and make said Ordinance effective immediately in order to enhance the public good and public welfare.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey (*not less than two-thirds of all members thereof affirmatively concurring*) as follows:

1. In order to expedite the effective date of the Ordinance entitled "An Ordinance to Amend and Extend an Ordinance Granting an Easement to North Hudson Sewage Authority for Its Outfall By-Pass Pipeline within the Boundaries of Lands Owned and Controlled by the City of Hoboken", for the reasons set forth in the Preamble of this Resolution, the City Council hereby declares an emergency in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).
2. The City Clerk and all other municipal officers are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.
3. This Resolution shall take effect immediately.

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the City Council of the City of Hoboken, County of Hudson, at a duly convened meeting held on November 28, 2012.

James J. Farina, City Clerk

Sponsored by: _____
Seconded by: _____

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

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE HYDRANT AND TRAFFIC SIGNAL RELOCATION AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND BLOCK B SOUTH WATERFRONT DEVELOPMENT LLC

WHEREAS, the City of Hoboken is working with Block B South Waterfront Development LLC to ensure the proper and efficient construction of Block B, for the future economic benefit of the developer as well as the City; and,

WHEREAS, the Administration and the developer have determined that a relocation agreement is necessary to ensure the proper relocation and placement of fire hydrants and traffic signals during and after development of the Block; and,

WHEREAS, the terms of the City’s benefits and obligations are laid out in the Hydrant and Traffic Signal Relocation Agreement, *attached hereto*, and the City Council is now called upon to either accept or reject the terms.

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

1. The City Council hereby accepts the Hydrant and Traffic Signal Relocation Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify Block B South Waterfront Development LLC the of this acceptance.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize this agreement, or one substantially similar with no substantive changes, expeditiously, and to take any steps necessary to effectuate the Agreement.

MEETING: November 28, 2012

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

HYDRANT AND TRAFFIC SIGNAL RELOCATION AGREEMENT

This **HYDRANT AND TRAFFIC SIGNAL RELOCATION AGREEMENT** (“**Agreement**”), made as of the 15 day of November 2012, by and among THE CITY OF HOBOKEN (the “**CITY**”), a municipal corporation of the State of New Jersey acting by and through the Mayor thereof and having its office at City Hall, Hoboken, New Jersey 07030, and BLOCK B SOUTH WATERFRONT DEVELOPMENT, L.L.C. (the “**Developer/Lessee**”), a Delaware limited liability company organized and existing under and by virtue of the laws of the State of Delaware and having an office and place of business at c/o SJP Properties Company, 379 Interpace Parkway, Parsippany, New Jersey 07054, whose representative is the President or its Managing Member, Steven J. Pozycki,

WITNESSETH that:

WHEREAS, the City and the Developer/Lessee have engaged in the development procedures to revitalize and economically develop waterfront properties in the City; and

WHEREAS, the City and the Developer/Lessee are authorized to enter into a Development and Lease Agreement for the construction and development of Parcel 5 and 6 on Block B (“**Development Property**”), and

WHEREAS, the City and Developer/Lessee have agreed to enter into this separate Agreement for the relocation of traffic signal and hydrant infrastructure due to the construction and development by Developer/Lessee on the **Development Property**, and

WHEREAS, the City and the Developer/Lessee has the legal power and authority and has been duly authorized by all requisite municipal, governmental, corporation or other action to enter into and perform the terms of this Agreement; and

WHEREAS, the City and Developer/Lessee seek to enter into this Agreement for the relocation of traffic signal and hydrant infrastructure due to the construction and development by Developer/Lessee on Block B, parcels 5 and 6 within the City.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements, the Developer/Lessee hereby covenant and agree as follows:

1. The Developer/Lessee agrees to perform all requirements specified in the attached correspondence by Boswell McClave Engineering dated November 12, 2012 indicated as Exhibit A attached hereto.

2. This Agreement is separate and apart from any prior or subsequent Agreements between the City and Developer/Lessee

3. This Agreement does not supersede or replace any other Agreement between the Parties, but is in addition thereto.

IN WITNESS WHEREOF, the parties hereby have executed these presents as of the day and year first above written.

ATTEST:

THE CITY OF HOBOKEN

City Clerk

Dawn Zimmer, Mayor

SEAL

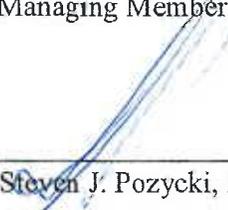
ATTEST:

BLOCK B SOUTH WATERFRONT
DEVELOPMENT, L.L.C.

By SJP PROPERTIES COMPANY
Managing Member



, Secretary

By: 

Steven J. Pozzycki, President

SEAL

EXHIBIT A



Sent Via E-Mail and Regular Mail

November 12, 2012

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

Re: Hydrant and Traffic Facility Relocations
Waterfront Corporate Center Block B
Hoboken, NJ
Our File No. HO-474

Dear Administrator Wiest:

In an effort to further clarify my position regarding the above referenced project the following directives should be included as part of the Hydrant and Traffic Relocation Agreement. The specific directives are derived from my previous letter dated October 17, 2012 sent to Mr. Daniel Miola, PE, LEED AP of Lagan Engineering and have been further refined to meet the intent of the agreement.

1. The Developer must investigate the reuse of existing conduit within the intersection to re-feed wiring necessary to relocate the traffic signal box thereby eliminating the need to excavate in the intersection of 2nd and River Streets. The City of Hoboken will endeavor to assist the developer with as-built drawings, if available, but it is our understanding that these facilities were installed by the Port Authority so an existing condition investigation via that agency may be required.
2. If, as a last resort, excavation in the intersection of 2nd and River Streets is the only viable option, the Developer must mill, repave and re-stripe the intersection in its entirety, the extents of which will be determined by the City Engineer at the time of restoration, considering River Street was recently repaved. All paving operations shall be completed in accordance with the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and applicable City Code.
3. Considering the north east corner of the 2nd and River Street intersection will be utilized as the primary access to the construction site, and the anticipated restoration required upon the completion of the project, the developer will agree to reconstruct the existing sidewalk area at the corner (2nd and River) including but not limited to providing ADA compliant curb cuts that meet New Jersey Department of Transportation (NJDOT) standards. The developer will both acknowledge acceptance of this required restoration in writing and provide this office with an updated site plan depicting said restoration for

review. All reconstruction operations shall be completed in accordance with the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation, Americans with Disabilities Act (ADA) guidelines and applicable City Code.

4. Regarding the temporary traffic signal relocation, the developer is made aware that they are required to bear all costs associated with the temporary relocation including but not limited to the new stanchion, extended mast arm, new foundations and conduit and all restoration (return to original location). The developer, upon restoration of the original signal location will install the new traffic signal which was utilized as the temporary signal with an appropriately sized mast arm and standards. Said new traffic signal shall be installed in accordance with the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation, the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), 2009 and applicable City Code.
5. As a result of the relocation of the mid-block hydrant, the developer must mill and repave from curb to curb from 3rd Street south to 2nd Street due to the fact that not only this trench will be excavated along River Street but also several other utilities will be installed in the same vicinity including several telecom sleeves, water (domestic and fire) and gas service. All paving operations shall be completed in accordance with the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and applicable City Code.
6. The relocation of the more southerly hydrant to the westerly side of River Street does not appear to be an issue from a roadway standpoint as the work will take place off of River Street. The developer will be required to restore the roadways in accordance with the Road Opening Permit process in place at the time the work is undertaken as well as the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation.
7. The developer shall bear the cost of all restoration work associated with the hydrant relocations including but not limited to pavement repair, sidewalk repair and re-striping. Said restoration work shall be completed in accordance with the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and applicable City Code.
8. The developer is hereby notified that the City of Hoboken's potable water system is currently maintained and operated by Hoboken Water Services, a subsidiary of United Water. The developer must obtain written approval from Hoboken Water Services (United Water) and said approval forwarded to the City for its records. In addition all water system modifications shall be completed in accordance with all applicable Federal, State and Local code under the direct supervision/inspection of Hoboken Water Services.
9. The developer must obtain written approval of the proposed new hydrant locations from the Hoboken Fire Department and provide same to this office.



BOSWELL
ENGINEERING

10. With regard to the underground utilities noted on Drawing 20.02, restoration work needed to repair both Sinatra Drive and 2nd Street, shall be undertaken in accordance with the Road Opening Permit process in place at the time the work is undertaken as well as the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation.
11. The developer shall bear the cost of all restoration work associated with the underground utility installations including but not limited to pavement repair, sidewalk repair and re-striping.
12. The developer shall be required to post a performance bond in favor of the City of Hoboken, ensuring the complete and satisfactory restoration of the City's infrastructure. The developer shall prepare a detailed construction cost estimate which will be reviewed by this office and will serve as the basis of the penal sum of the performance bond.
13. Upon completion of all associated work tasks noted above and prior to the release of the performance bond required in Item #12 above, the restoration work shall be inspected and approved by the City Engineer or his authorized representative. The developer shall provide the City Engineer with project schedules for this work so that appropriate inspections can be scheduled and undertaken. A minimum of forty-eight (48) hours notification is required for all inspections.

I trust the information listed above shall serve to further clarify not only the City's position with regard to those restoration tasks which will be required as a result of the developer's construction planning for the above referenced development but also the standard by which the improvements and restoration work are to be constructed to.

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

Very truly yours,

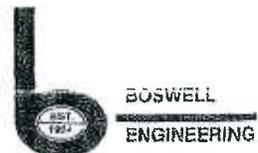
BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.
City Engineer

Attachment
JAP/jp

121112japl1



Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION PERMITTING THE PAYMENT OF MATCHING FUNDS PURSUANT TO A GRANT APPLICATION REQUESTING LARGE DIAMETER SUPPLY HOSE SUBMITTED BY THE CITY OF JERSEY CITY TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY ON BEHALF OF THE CITY OF HOBOKEN AND OTHER MUNICIPAL ENTITIES

WHEREAS, the City of Jersey City’s Department of Fire and Emergency Services submitted a grant application to the United States Department of Homeland Security, Federal Emergency Management Agency (“FEMA”) for large diameter supply hose on behalf of the Hudson County Fire Coordinator (the “Grant Application”); and

WHEREAS, the purpose of the Grant Application is to facilitate a regional approach for large diameter supply hose for eight municipal fire departments in Hudson County, including the City of Hoboken’s Fire Division, to ensure that the cities have effective and adequate water supply in the case of a fire emergency; and

WHEREAS, one of the conditions of the Grant Application is that the City of Hoboken (the “City”) would match 20% of the cost for the large diameter supply hose to be paid directly to the company supplying the large diameter supply hose; and

WHEREAS, the City was advised that FEMA approved the Grant Application; and

WHEREAS, AAA Emergency Supply in White Plains, New York, has provided the City with a quotation for the City’s match for 16 lengths of large diameter supply hose for \$1,692.80; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$1,692.80 is available in the following appropriation 2-01-25-266-033 in the CY2012 budget; and I further certify that this commitment, together with all previously made commitments, do not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that pursuant to the terms of the Grant Application, that the City will pay AAA

Emergency Supply \$1,692.80, representing the 20% match required by the Grant Application.

Date of Meeting: November 28, 2012

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION PERMITTING THE ADMINISTRATION TO ENTER
INTO A MEMORANDUM OF AGREEMENT BETWEEN THE
UNITED STATES COAST GUARD, THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY AND OTHER GOVERNMENT
AGENCIES FOR THE RECEIPT AND INSTALLATION
OF A BLUE FORCE TRACKING ENCRYPTED AUTOMATIC
IDENTIFICATION SYSTEM AND VEGA ELECTRONIC
CHARTING SOFTWARE EQUIPMENT FOR THE
HOBOKEN FIRE DEPARTMENT MARINE VEHICLE**

WHEREAS, pursuant to a previous resolution, the Hoboken Fire Department submitted to the City Council of the City of Hoboken a resolution with a Subgrant Agreement with The Port Authority of New York and New Jersey (the “Port Authority”) for the purpose of obtaining funding for the purchase of a marine vehicle for use by the Hoboken Fire Department; and

WHEREAS, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the Subgrant Agreement; and

WHEREAS, the Port Authority has offered to purchase for the City of Hoboken (the “City”) Blue Force Tracking Encrypted Automatic Identification System and VEGA Electronic Charting Software Equipment (collectively, the “Equipment”) that will be installed in the marine vehicle; and

WHEREAS, the purpose of the Equipment is to enhance the coordination of maritime security efforts among federal, state and local law enforcement agencies and improve situational awareness through electronic charting and interoperable command and control capabilities, including blue force tracking and text messaging using encrypted AIS technology; and

WHEREAS, as part the receipt and installation of the Equipment, the Port Authority is requiring the City to enter to a Memorandum of Agreement between the United States Coast Guard, the Port Authority and other government agencies; and

WHEREAS, the City wishes to receive the Equipment and its installation on the marine vehicle;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the above-referenced grant is hereby accepted, and the Mayor or her designee is hereby authorized to execute the Memorandum of Agreement as an authorized representative thereunder, as the representative for the City of Hoboken; and be it

FURTHER RESOLVED that the Mayor may provide additional information and furnish such documents as may be required and that the City Clerk is hereby authorized to attest and affix the City seal to this resolution.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Date of Meeting: November 28, 2012

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO THE LANDTEK GROUP FOR THE
1600 PARK AND HOBOKEN COVE PHASE I PARK PROJECT IN ACCORDANCE
WITH THE CITY'S BID NO. 12-13 IN THE TOTAL AMOUNT OF \$1,906,037.50**

WHEREAS, proposals were received for services for the 1600 Park and Hoboken Cove Phase I Park Project, as specified in Bid Number 12-13; and,

WHEREAS, three (3) bid proposals was received, with the lowest bidder being responsible and responsive:

<u>VENDOR</u>	<u>TOTAL AMOUNT PROPOSED</u>
The Landtek Group 235 County Line Road Amityville, NY 11701	\$1,906,037.50

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the services specified in Bid No. 12-13, and The Landtek Group submitted the lowest, responsible, responsive bid in the amount of \$1,906,037.50; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$208,385.49 is available in the following appropriations G-02-41-300-0S1; \$1,496,516.20 is available in the following appropriations C-04-60-706-210; \$201,135.81 is available in the following appropriations T-26-56-850-851; and, I further certify that these commitments together with all previously made commitments does not exceed the appropriation balance available for this purpose.

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

Dated: _____

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

- A. This resolution awards a contract to The Landtek Group for Bid No. 12-13, in the total amount of One Million Nine Hundred Six Thousand Thirty Seven Dollars and Fifty Cents (\$1,906,037.50), for the City's 1600 Park and Hoboken Cove Phase I Park Project, to be provided by The Landtek Group in accordance with the specifications as set forth in Bid No. 12-13.
- B. If the contract, as provided by the City of Hoboken, is not executed by The Landtek Group within 21 days of award, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.

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

Meeting date: November 28, 2012

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa Longo
 Corporation Counsel

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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: November 16, 2012

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for Bid No. 12-13 – 1600 Park and Hoboken Cove Phase 1

Reference: (a) Memorandum from Remington & Vernick Engineers, same subject
(b) Bid Tabulation

The City Clerk received three (3) sealed bid packages on November 8, 2012. I publicly opened and announced the bid proposals from all bidders at the City Hall.

Remington & Vernick Engineers reviewed the bid documentation submitted by three bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the lowest bidder and I fully concurred with the recommendation from Remington & Vernick Engineers to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is \$ 1,906,037.50. The vendor will be:

THE LANDTEK GROUP, INC.
235 County Line Road
Amityville, NY 11701

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick
& Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penton Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

November 16, 2012

Brandy Forbes
Director of Community Development
94 Washington Street
Hoboken, New Jersey 07030

Re: City of Hoboken
1600 Park and Hoboken Cove, Phase I Readvertisement
Recommendation to Award (Revised)
Our File # 0905-T-015

Dear Ms. Forbes:

We have tabulated the bids received on Thursday, November 8, 2012, with reference to the above-captioned project and find the lowest bidder to be The Landtek Group, 235 County Line Road, Amityville, New York, 11701 with the combined amount of 1,906,037.50 representing the following:

•Base Bid #1:	\$1,771,687.50
•Alternate Bid #1:	\$ 134,350.00
TOTAL	\$1,906,037.50

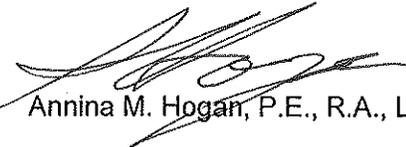
A copy of the tabulation is enclosed for your review. In addition, our office reviewed The Landtek Group submitted paperwork and found that it to be in compliance with the bid specifications.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be The Landtek Group, 235 County Line Road, Amityville, New York, 11701.

The award should be contingent upon approval from The Mayor and Council and the availability of funds.

Should you have any questions, please feel free to call our office at (201) 624-2137.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.


Annina M. Hogan, P.E., R.A., LEED AP

cc: Richard Arango, RVA
Joseph Petrongolo, RV
Doug Hopper, RV

T:\Municipal\Hoboken\015 1600 Park and Hoboken Cove Park Design\Recommendation to award.doc

Earning Our Reputation Every Day Since 1901
www.rve.com

Sponsored by _____
Seconded by _____

**RESOLUTION APPOINTING A CLASS III (CITY COUNCIL)
REPRESENTATIVE TO THE HOBOKEN PLANNING BOARD**

The City Council hereby Resolves to appoint Councilman Ravi Bhalla as the City Counsel representative to the Hoboken Planning Board, for the remainder of the term vacated by Former Council Member Carol Marsh, which is set to expire June 30, 2013.

Mellissa Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

REVISED COMMUNITY DEVELOPMENT BLOCK GRANT – CY 2012

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the repealing of original from council meeting September 5, 2012 of any special item of revenue in the Budget of any county or municipality when such item shall have been made available

By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the repealing of original from council meeting September 5, 2012 of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$425,000.00 from Hudson County, Division of Housing & Community Development to amend its CY 2012 Budget to include this amount as revenue and Miscellaneous Program Income **FROM: \$103,000.00 To: \$95,100.62**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director

Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of..... \$425,000.00

This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated

With Prior Written Consent of the Director of the

Division of Local Government Services:

State and Federal Revenues Off-set with

Appropriations:

Community Development Block Grant 2012 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$425,000.00

Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by

Revenues:

Community Development Block Grant 2012 O/E

Other Expenses

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

MEETING DATE: November 7, 2012

Reviewed by:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

Introduced by: [Signature]
Seconded by: [Signature]

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

COMMUNITY DEVELOPMENT BLOCK GRANT – CY 2012

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

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

WHEREAS, the City of Hoboken has received notice of an award of \$425,000.00 from Hudson County, Division of Housing & Community Development to amend its CY 2012 Budget to include this amount as revenue and Miscellaneous Program Income \$103,000.00. *95,100.62 Requested FUNDING*

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of, *DATA* \$425,000.00 This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated

With Prior Written Consent of the Director of the _____

Division of Local Government Services:

State and Federal Revenues Off-set with

Appropriations:

Community Development Block Grant 2012 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$425,000.00

Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by

Revenues:

Community Development Block Grant 2012 O/E

Other Expenses

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

MEETING DATE: September 5, 2012

Reviewed by:

Quentin Wiest

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo

Melissa Longo
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 05 2012

James J. Sarena
CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 17 2012
RESOLUTION NO: _____

Sponsored By: _____
Co-Sponsored By: _____

James J. [Signature]
CITY CLERK

**AMENDED RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE FUNDING AGREEMENT WITH
NUESTROS NINOS DAY CARE**

Whereas, at the September 5, 2012 meeting the City Council approved a subrecipient agreement awarding \$22,000 in Community Development funding (Program Year 12 – July 1, 2012 to June 30, 2013) and \$11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; and

Whereas, based on the aforementioned approval, the City reimbursed Nuestros Ninos their rent expense for July, August and September in the amount of \$25,243.63 (\$8,414.54 per month); \$22,000 out of Community Development funds and \$3,243.62 out of available Miscellaneous Program Income funds; and

Whereas, the City has been notified by Nuestros Ninos Day Care that as of September 30, 2012, they will no longer be providing day care services due to escalating costs and decreased funding levels, the remaining 7,899.98 in Miscellaneous Program Income funds will not be disbursed; **now therefore be it --**

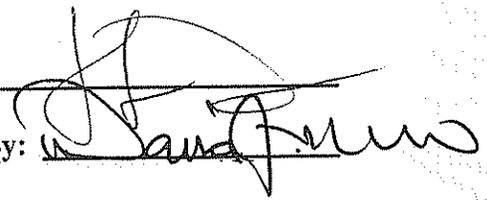
Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Amended Subrecipient Agreement and accepts the obligations under the aforesaid Agreement.

Meeting date: ~~October~~ 17, 2012
Department of Community Development
[Signature]
Brandy A. Forbes, Director

Approved as to form:
[Signature]
Melissa Longo, Corporation Counsel

Sponsored By: _____

Co-Sponsored By: _____



RESOLUTION NO: _____

AMENDED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH NUESTROS NINOS DAY CARE

Whereas, at the September 5, 2012 meeting the City Council approved a subrecipient agreement awarding \$22,000 in Community Development funding (Program Year 12 – July 1, 2012 to June 30, 2013) and \$11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; and

Whereas, based on the aforementioned approval, the City reimbursed Nuestros Ninos their rent expense for July, August and September in the amount of \$25,243.63 (\$8,414.54 per month); \$22,000 out of Community Development funds and \$3,243.62 out of available Miscellaneous Program Income funds; and

Whereas, the City has been notified by Nuestros Ninos Day Care that as of September 30, 2012, they will no longer be providing day care services due to escalating costs and decreased funding levels, the remaining 7,899.³⁸~~98~~ in Miscellaneous Program Income funds will not be disbursed; **now therefore be it --**

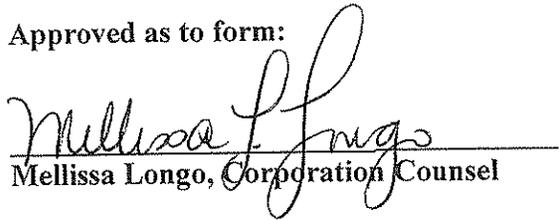
Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Amended Subrecipient Agreement and accepts the obligations under the aforesaid Agreement.

Meeting date: October 17, 2012

Department of Community Development

Brandy A. Forbes, Director

Approved as to form:



Melissa Longo, Corporation Counsel

AMENDED AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
NUESTROS NINOS DAY CARE

OCT 17 2012


CITY CLERK

THIS AGREEMENT, entered into this ____ day of _____ by and
between the City of Hoboken and Nuestros Ninos Day Care;

WHEREAS, the Hudson County Division of Housing and Community
Development has cut the funding level for public service projects in the City of Hoboken;
and

WHEREAS, the City of Hoboken for the 2012/2013 program year originally
approved a contribution of \$11,143 out of available Miscellaneous Program Income
funds, the amount of the City's amended contribution will be \$3,243.62, toward the
operation of Nuestros Ninos Day Care;

NOW THEREFORE BE IT RESOLVED, that the above funding will be
subject to all conditions, covenants and obligations of the attached Subrecipient
Agreement;

James J. Farina, City Clerk

Dawn Zimmer, Mayor

Date: _____

Date: _____

Notary:

Nilda Lorence, Director

Date: _____

2012 COMMUNITY DEVELOPMENT FUNDS & CITY MATCH

SUBRECIPIENT	CDBG FUNDS	CITY MATCH	ALL FUNDS
Child Care Services	<u>\$88,000</u>		
HOPES Head Start	\$22,000	\$25,531	\$47,531
Day Care 100	\$22,000	\$5,508	\$27,508
Nuestros Ninos Day Care	\$22,000	\$11,143 *	\$33,143
Mile Squar Day Care	\$22,000	\$57,818	\$79,818
Jubilee Center	\$15,000		\$15,000
Family Planning	\$20,000	\$3,000	\$23,000
United Cerebral Palsy	\$2,000		\$2,000
Program Administration	\$25,000		\$25,000
Multi Service Center Improvements	\$275,000		\$275,000
TOTALS	\$425,000	\$103,000	\$528,000

* Nuestros Ninos has had to close their program; therefore, the entire City match will not be used. There is a \$7,899.38 balance which goes back to Miscellaneous Program Income.

\$22,000 of CDBG used; \$3,243.62 of Program Income used

2012 COMMUNITY DEVELOPMENT FUNDS & CITY MATCH

SUBRECIPIENT	CDBG FUNDS	CITY MATCH	ALL FUNDS
Child Care Services	\$22,000	\$25,531	\$47,531
HOPES Head Start	\$22,000	\$5,508	\$27,508
Day Care 100	\$22,000	\$11,143	\$33,143
Nuestros Niños Day Care	\$22,000	\$57,818	\$79,818
Mille Squar Day Care	\$22,000		\$22,000
Jubilee Center	\$15,000		\$15,000
Family Planning	\$20,000	\$3,000	\$23,000
United Cerebral Palsy	\$2,000		\$2,000
Program Administration	\$25,000		\$25,000
Multi Service Center Improvements	\$275,000		\$275,000
TOTALS	\$425,000	\$103,000	\$528,000

$$\begin{array}{r}
 11,143.00 \\
 - 7899.38 \\
 \hline
 3,243.62
 \end{array}$$

Sponsored by: _____
Seconded by: _____

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

RESOLUTION CORRECTING THE DATES OF THE NOVEMBER 13, 2012 RESOLUTION #1, ENTITLED “AUTHORIZING THE CITY OF HOBOKEN TO EXTEND THE GRACE PERIOD FOR PAYMENT OF ALL CITY OF HOBOKEN PROPERTY TAXES FOR THE FOURTH (4TH) QUARTER OF 2012 UNTIL DECEMBER 3, 2012, IN ACCORDANCE WITH THE AUTHORIZATION OF THE DIVISION OF LOCAL GOVERNMENT SERVICES IN RESPONSE TO THE DEVISTATION RESULTING FROM HURRICANE SANDY”

WHEREAS, the original grace delinquency date was statutorily defined as November 1, 2012, not November 14, 2012; and,

WHEREAS, the third WHEREAS clause of the November 13, 2012 Resolution #1 should read: “any taxpayer who fails to pay their Fourth (4th) Quarter property taxes on or before December 3, 2012, will be charged the statutorily defined interest starting from the original November 1st delinquency date.”

WHEREAS, the second Paragraph under the NOW, THEREFORE section of the November 13, 2012 Resolution #1 should read: “2. Any Fourth (4th) Quarter property taxes which are not paid on or before December 3, 2012, will be subject to the statutorily defined interest starting from the original November 1, 2012 delinquency date.”

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

1. Those two sections described above in the WHEREAS clauses, shall be modified in the November 13, 2012 Resolution #1, as described herein.
2. The remainder of the November 13, 2012 Resolution #1 shall remain unchanged.
3. A copy of this Resolution shall be immediately sent to the Division of Local Government Services.
4. The Mayor, her Administration and Corporation Counsel are hereby authorized to take any steps necessary to effectuate this Resolution.

MEETING: November 28, 2012

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

GOVERNING BODY CERTIFICATION OF THE CALENDAR YEAR 2011 AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the calendar year 2011 has been filed by a Registered Municipal Accountant with the Hoboken City Clerk pursuant to **N.J.S.A. 40A: 5-6**, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated **N.J.A.C. 5:30-6.5**, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to **N.J.A.C. 5:30-6.5**; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of **R.S. 52:27BB-52**, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Hoboken City Council of the City of Hoboken hereby states that it has complied with **N.J.A.C. 5:30-6.5** and does hereby

submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON November 28, 2012.

Clerk

Meeting Date: November 28, 2012

Approved:

Approved as to Form:

**Quentin Wiest
Business Administrator**

**Melissa Longo
Corporation Counsel**

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

We, members of the governing body of the City of Hoboken in the County of Hudson County being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Hoboken City Council of the City of Hoboken in the county of Hudson County;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year CY2011;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) _____	(L.S.) _____

Clerk

Sworn to and subscribed before me this
_____ Day of _____

Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

We, members of the governing body of the City of Hoboken in the County of Hudson County being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Hoboken City Council of the City of Hoboken in the county of Hudson County;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year CY2011;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) _____	(L.S.) _____

Clerk

Sworn to and subscribed before me this
_____ Day of _____

Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION OF THE CITY OF HOBOKEN, IN THE
COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING A
SPECIAL EMERGENCY APPROPRIATION FOR
EXTRAORDINARY EXPENSES IN THE AMOUNT OF
\$3,500,000.00 ASSOCIATED WITH DAMAGE FROM
HURRICANE SANDY**

BACKGROUND

WHEREAS, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), authorizes, inter alia, municipalities to adopt resolutions authorizing special emergency appropriations to cover the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair, reconstruction of streets, roads or bridges or other public property damaged by flood or hurricane where such expense was not foreseen at the time of the adoption of the municipality's budget; and

WHEREAS, the Local Budget Law also authorizes municipalities to adopt resolutions authorizing special emergency appropriations to cover the costs of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair and reconstruction of private property damaged by flood or hurricane in accordance with the Rules and Regulations promulgated by the Department of Community Affairs for a Municipal Disaster Relief Grant Program; and

WHEREAS, On October 29, 2012, Hurricane Sandy (the "Storm"), struck the City of Hoboken ("City"), causing massive flooding, widespread power outages and extensive property damage throughout the City as a result of storm surge and heavy amounts of rain; and

WHEREAS, as a result of the impacts of the Storm, the Governor of the State of New Jersey ("State") issued Executive Order No.104 on October 28, 2012 declaring a State of Emergency for the entire State, including the City; and

WHEREAS, the effects of the Storm, and in particular the flooding caused by the Storm, have significantly impacted the City by damaging or destroying infrastructure, roadways, buildings, equipment and public and private property throughout the City requiring extensive reconstruction, repair and clean-up; and

WHEREAS, in order to protect the public health, safety and welfare of the citizens of the City, it is necessary to undertake the immediate clean-up, reconstruction and repair of such damaged infrastructure, roadways, buildings, equipment and public and private property; and

WHEREAS, the estimated cost of such clean-up, reconstruction and repair is estimated to be approximately \$3,500,000.00; and

WHEREAS, the Storm and its economic impact upon the City was unforeseen and was unanticipated at the time of adoption of the 2012 City budget and, as a result, the City Council could not have and did not provide for appropriations sufficient to meet the costs of the clean-up, reconstruction and repairs resulting from the Storm; and

WHEREAS, the City Council believes it in the best interest of the residents of the City to hereby appropriate monies in an amount necessary to immediately effect the clean-up, reconstruction and repair of the infrastructure, roadways, buildings, equipment and public and private property; and

WHEREAS, pursuant to and in accordance with N.J.S.A. 40A:4-54, the City Council is now desirous of creating and special emergency appropriation to provide for the costs of the clean-up, reconstruction and repair of the damage caused by the Storm to the City including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel related thereto.

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

Section 1. Pursuant to the Local Budget Law, and in particular N.J.S.A. 40A:4-54, a special emergency appropriation in the amount of \$3,500,000.00 for the purpose of paying the costs and expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, associated with the clean-up, reconstruction and repair of infrastructure, roadways, buildings, equipment and public and private property in the City resulting from the impacts of the Storm is hereby authorized and approved.

Section 2. To the extent necessary or required, the City's Budget shall be amended to include the special emergency appropriation authorized hereby.

Section 3. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 4. In accordance with the Local Budget Law, a copy of this Resolution shall be forwarded to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs immediately upon adoption.

Section 5. This Resolution shall take effect immediately upon adoption this 28th day of November 2012.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: November 28, 2012

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL EMERGENCY NOTES OF THE CITY OF HOBOKEN IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,200,000; MAKING CERTAIN COVENANTS TO EFFECT AND MAINTAIN THE EXEMPTION OF INTEREST ON SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES

BACKGROUND

WHEREAS, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), authorizes, inter alia, municipalities to adopt resolutions authorizing special emergency appropriations to cover the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the repair, reconstruction of streets, roads or bridges or other public property damaged by flood or hurricane, where such expense was not foreseen at the time of the adoption of the municipality's budget; and

WHEREAS, the City Council ("Council") of the City of Hoboken, County of Hudson, New Jersey ("City"), has duly and finally adopted Resolutions No. [_____] ("Resolutions") appropriating the sum of \$4,200,000 to pay the cost of extraordinary expenses including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel, for the clean-up, reconstruction and repair of infrastructure, roadways, buildings, equipment and public property damaged by flood resulting from Hurricane Sandy, as further described in the

Resolution ("Project"), as such expense was not foreseen at the time of the adoption of the 2012 budget; and

WHEREAS, Section 55 of the Local Budget Law, N.J.S.A. 40A:4-55, authorizes the City to borrow money and issue special emergency notes to finance the costs of such extraordinary expenses described above, which Notes may be renewed from time to time; provided, however, at least 1/5 of all such special emergency notes, and the renewals thereof, shall mature and be paid in each year, so that all special emergency notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of the special emergency resolution.

WHEREAS, it is the desire of the City to issue its special emergency notes in the principal amount of up to \$4,200,000, the proceeds of which will be used to pay the costs of the Project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, (NOT LESS THAN TWO-THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) PURSUANT TO THE LOCAL BUDGET LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Budget Law, the issuance of special emergency notes of the City, to be designated, substantially, "City of Hoboken, County of Hudson, New Jersey, Special Emergency Notes" ("Notes"), in an aggregate principal amount of up to \$4,200,000 is hereby authorized and approved.

Section 2. Payment of the Notes shall be provided for by the inclusion of an annual appropriation of at least 1/5 of the total amount appropriated by the Resolution. Said appropriation shall be paid annually from the City's budget.

Section 3. The Chief Financial Officer, with the assistance of Parker McCay P.A. ("Bond Counsel"), is hereby authorized and directed to award and sell the Notes, at public or

private sale, in such amount as may be determined, at a price not less than par, plus accrued interest, and to deliver the same to the purchaser thereof, upon receipt of the purchase price for the Notes.

Section 4. The Notes shall be executed in the name of the City by the manual signatures of the Mayor and Chief Financial Officer, and shall be under the corporate seal of the City affixed, imprinted, or reproduced thereon, and attested by the manual signatures of the City Clerk or Deputy City Clerk.

Section 5. The Notes shall be dated their date of delivery, may be renewed from time to time, but shall be paid and mature in accordance with the provisions of Section 55(b) of the Local Budget Law, N.J.S.A. 40A:4-55(b).

Section 6. The Notes shall not be subject to redemption prior to maturity, shall be issued in registered or bearer form, shall be in the denomination of \$50,000 or greater, and shall be in the form permitted by the Local Budget Law and as Bond Counsel shall approve.

Section 7. At the next meeting of the City Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the City Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

Section 8. The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the City without limitation as to rate or amount.

Section 9. The City hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 10. The City hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 11. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 12. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk, Deputy City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 13. The Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk and Deputy City Clerk are each hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk or Deputy City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 14. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 15. This Resolution shall take effect immediately upon adoption this 28th day of November, 2012.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: November 28, 2012

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO FIVE STAR BUILDING SERVICES FOR
PROFESSIONAL CLEANING AND RESTORATION OF 256
OBSERVER HIGHWAY (DPW GARAGE) IN THE WAKE OF
HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED
TWO HUNDRED FIFTY THREE EIGHT HUNDRED DOLLARS
(\$253,800.00) FOR A SIX WEEK PERIOD TO COMMENCE
NOVEMBER 13, 2012**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with two cleaning and restoration companies for clean-up of the Municipal Garage at 256 Observer Highway resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Five Star Building Services for services as for the DPW Garage following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Five Star Building Services for a total contract amount of Two Hundred Fifty Three Thousand Eight Hundred Dollars (\$253,800.00), with a six (6) week term to commence on November 13, 2012; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$253,800.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 28, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Fifty Three Thousand Eight Hundred Dollars (\$253,800.00) as follows:

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

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

Five Star Building Services, Inc.
 5454 Berkshire Valley Road
 Oakridge, New Jersey 07438

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: November 28, 2012

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



FIVE STAR BUILDING SERVICES, INC.

5454 Berkshire Valley Road, Oakridge New Jersey 07438

Phone: 877 237 1111 Fax: 973 545 2401

Email: cliffordc@fsbsenvironmental.com

Proposal: 11773445

Proposal 256 Observer Highway Hoboken, New Jersey DPW Garage

Client:

City of Hoboken

94 Washington Street

Hoboken, NJ 07508

Attn: Director Leo Pellegrini, Health and Human Services

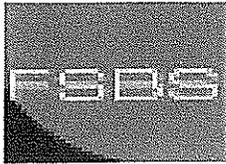
City of Hoboken Engineering Representatives:

Boswell Engineering, Inc.

330 Phillips Ave

South Hackensack, New Jersey 07606

Attention: Joseph A. Pomante, P.E.



FIVE STAR BUILDING SERVICES, INC.

Five Star Building Services Inc. ("Five Star") will provide labor, material, and equipment to perform the following work scope non Union Prevailing Wage at 256 Observer Highway

Work Scope Garage Area Adjacent Office, and Storage Area

1. Remove all contents from garage area Trucks, Cars, Tools, Tanks, etc. all affected articles. Affected articles two feet past saturation point caused by flood.
2. Prepare storage area for Boswell to photo graph, and inventory.
3. Prepare or construct cleaning area for articles that can be cleaned. All articles declared for cleaning will be picked by Boswell staff.
4. All articles remaining will be discarded.
5. Five Star will provide, B21 Kubota Loader, and Backhoe, 2 High pressure steam power washers, 3 Air scrubbers 2000 CFM HEPA Filtered, 1 40,000 cfm exhaust, and dehumidification to thoroughly dry affected areas.
6. Will extract oil on floors using absorb all, and bag in six mil plastic for sanitation
7. Five Star will coordinate all sanitation with sanitation provided by Boswell.
8. Will provide operator for B 21, and maintain fuel for all equipment.
9. Will provide 15 KW to run Temporary lighting, and also provide temporary work lighting if needed.
10. Will remove and treat mold contaminated articles in office area, and High Heat Clean all affected areas in Garage two feet past saturation point, and clean all cleanable articles. Mold Remediation will be performed in compliance with NY DOH approved Guidelines Level 3 IV. See attached
11. Cleaning Solvents will be submitted to Boswell along with MSDS for approval.
12. Large Scale cleanings such as this require continuous exhausting for off gassing, of cleaning solvents. Zep 505 Degreaser will be used for petroleum cleaning. Peroxy clean will be used for Mold Treatment.
13. PPC Personal Protective clothing, n 95 masks, ear, eye protection will be provided for Five Star Employees.

Considering the the extenuating factors of this project this proposal is being submitted on a not to exceed limit. **Cleaning or discarding items is undetermined. Articles unable to view do to stock piling, clutter from the storm. Movement of articles for inventory will also create unforeseen labor cost.**



FIVE STAR BUILDING SERVICES, INC

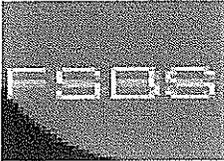
Labor 4 to 6 Weeks (2) 4 man teams Not to Exceed 6 Weeks

1920 Man Hours	\$ 149,760.00
Operator - 1 operator B26	
240 Man Hours	\$ 21,000.00
Foreman (2)	
480 Man Hours	\$ 47,040.00
Supervisor	
240 Man Hours	\$ 22,800.00
Driver	
240 Hours CDL Class A or B	\$ 13,200.00

Equipment Rental

- (1) B 26
- (6) Driez 1200 Dehumidifiers
- (1) 40000 cfm Exhaust
- (3) HEPA Filtered 2000 cfm Air Scrubbers
- (2) Steam Power Washers
- (1) Extraction Machine
- (4) HEPA Filtered Wet Vacuums

Total (Labor and Equipment) \$ 253,800.00



FIVE STAR BUILDING SERVICES, INC

Materials

6 Mils Bags

Fuel Gas and Diesel

6 Mil Plastic

Zep 505

Personal Protective Clothing

Peroxy Clean \$ 6,200.00

\$ 258,000.00

As a courtesy to Boswell Engineering, Inc. and the City Of Hoboken Five Star will credit the materials cost of \$6200.00

On time payments will be appreciated.

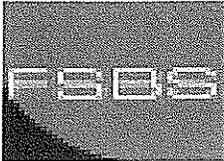
(Two Hundred Fifty Three Thousand Eight Hundred Dollars Not To Exceed)

Special recommendations:

- a. All residual oils should be removed from the floor of the garage as to prevent fire, and or likely cross contamination. No persons should enter the facility as to prevent cross contamination.
- b. We are expecting another storm this week, with probability of affecting the exact area. Rapid mobilization to clean the residual oil is recommended. Five Star Building Services will include this work in the not to exceed amount if approved.

Exclusions:

Sanitation containers
Inventory recording
Permits if applicable
Any additional Damage Caused by the upcoming storm
Any additional equipment rental
Re construction of any kind



FIVE STAR BUILDING SERVICES, INC.

Terms: ~~Requisition for \$75,000.00 will be due within 10 days of work start. Requisition for time payments will be each 10 days thereafter.~~ Timely payments will receive a 2% discount same as cash. *PAYMENTS WILL BE PROCESSED IN ACCORDANCE WITH CITY OF HOBOKEN STANDARD PROCESSING PROCEDURES. JW*

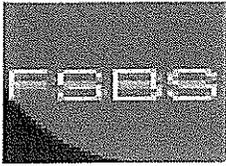
Time frame: 4 to 6 weeks 8:00 am to 4:00 p.m. Monday through Friday Straight Time Only. Project will run continuous, to completion. If accepted this project will commence Friday

11/09/2012 Recommendation to remove residual oil will start prior to the upcoming storm. If approved a detailed contract will be provided for all services mentioned in this proposal

Purchase Order _____

Authorized Signature City of Hoboken *J. West, BA*

Print LEO PELLEGRINI Title: DIRECTOR OF HEALTH & HUMAN SERVICES.



FIVE STAR BUILDING SERVICES, INC

5454 Berkshire Valley Road, Oakridge New Jersey 07438

Phone: 877 237 1111 Fax: 973 545 2401

Email: cliffordc@fsbsenvironmental.com

Proposal: 11773445 Addendum

Boswell Environmental Engineering

330 Phillips Ave

South Hackensack, New Jersey 07606

Attention: Joe Pomante

City of Hoboken

94 Washington Street

Hoboken, NJ 07508

Attn: Director Leo Pellegrini, Health and Human Services

Proposal 256 Observer Highway Hoboken, New Jersey DPW Garage

Addendum alternate to include all sanitation.

Alternate Price to Include Sanitation:

Initial proposal \$253,800.00

Sanitation Not to exceed 35,300.00

Total Not to Exceed with alternate \$289,100.00



TMC ENVIRONMENTAL

Challenge us. Count on us.

November 8, 2012

Quote # 212.27.118

Mr. Leo Pellegrini, Director Health & Human Services
City of Hoboken, NJ
Email: lpellegrini@hobokennj.org

Re: Cost Estimate for Decontamination and Disposal Services
Municipal Garage – Observer Highway, NJ

Dear Mr. Pellegrini,

TMC Environmental (hereinafter referred to as "TMC") is pleased to provide this cost estimate to the City of Hoboken New Jersey (hereinafter referred to as "Client") to propose estimated costs necessary to perform decontamination, waste transportation & disposal services for the approximate 40,000 square foot facility at the above referenced site. **The following outlines TMC's proposed scope, assumptions and estimated project costs that will be performed utilizing and in accordance with TMC's GSA Schedule Contract No. GS-10F-0194W utilizing SIN Nos. 899-5 (Reclamation, Recycling and Disposal Services) and 899-8 (Remediation Services).**

SCOPE OF SERVICES

Pre-Decontamination Activities

- Prepare and submit a Site Specific Health and Safety Plan.
- Prepare waste profiles and disposal facility documents required for transportation and disposal of the wastes for signature by the Generator. We have assumed that the Client will provide signatures on waste profiles and manifests.
- Provide Project Management and transportation and disposal facility coordination.

Decontamination Services / Remedial Site Activities

- Mobilize to the Site with labor and equipment required to perform site preparation and decontamination services. Labor and equipment includes a Vacuum Truck with driver/operator, Supervisor, Foreman, and (5) Field Technicians as required.
- Perform decontamination of non-porous contaminated areas with pressure washers and degreasers at the direction of Client priorities.
- Perform removal, collection and containerization of porous walls, flooring and contaminated materials as directed by Client personnel. We have assumed that porous wall materials from the floor to four feet above will be removed for disposal.
- Provide waste containers for the collection of contaminated waste debris.
- Liquid waste will be collected via Vacuum Trucks and will be transported off-site to State approved disposal/recycling facilities based upon analytical results and facility acceptance. In order to access areas, limited clearing and demolition may be required. We have provided a cost allowance for transportation and disposal until actual quantities and disposal characterization and analysis is performed as a contingency.

Initials TMC _____ Client _____

Page 1 of 4

24 HOUR EMERGENCY RESPONSE 1.800.223.8865





TMC ENVIRONMENTAL

- Decontamination and waste debris containerization site activities will be performed in accordance with TMC's Health & Safety procedures and OSHA regulations.
- TMC has assumed the transport and disposal of the contaminated material will be to a licensed in-state landfill disposal facility as "Non-Hazardous Construction and Demolition Debris". Once full waste characterization analysis is performed on the waste materials, required by each of the disposal facilities, TMC will provide the analytical results with waste profiles signed by the Client/Owner to obtain each disposal facility acceptance.
- Decontaminate/Clean vacuum trucks and equipment and demobilize from site.
- TMC will provide documentation of disposal activities including weight slips.

ASSUMPTIONS AND/OR EXCLUSIONS

Disposal prices contained herein are contingent upon the receipt of a signed material profile sheet from the generator and acceptance of the material by the designated disposal facilities. Due to analytical performed by the licensed disposal facility, off-specification charges may apply if the material is not as stated/profiled. Off specification charges can include additional disposal, transportation, and truck de-contamination charges. TMC will not handle any Radioactive, Shock Sensitive, Dioxin or Dioxin Forming Compounds, Pathological Waste or Other out of Scope Materials not specifically identified under the project scope.

- Waste disposal pricing is based on an approved in-state landfill facility as "Non-hazardous Construction and Demolition Debris".
- Waste profiles and soil shipping documents i.e. BOL will be signed by the Client/Owner.
- Pricing is based on non-prevailing / non-union wages and free & easy access.
- TMC is not responsible for groundwater, water or moisture intrusion during or upon completion of project. Shoring/bracing/pinning, ledge, permit charges and utility protection equipment if necessary are not included in this estimate unless specifically identified in the costs table below.
- Restoration has not been included in our unit costs below.
- We have assumed that Client will provide a sufficient amount of water and power for TMC's activities.



TMC ENVIRONMENTAL

ESTIMATED COST AND BASIS OF BILLINGS

The cost to perform the proposed scope of work is presented in the table below. Work will be billed in accordance with the unit and day rates provided below and in accordance with additional rates provided in TMC's GSA Contract No. GS-10F-0194W attached.

Item	Task Description	Units	Est. Qty	Rate	Extension
1	Project Manager	Hour	40	\$86.14	\$3,445.60
2a	Supervisor Standard Time (ST)	Hour	150	\$65.29	\$9,793.50
2b	Supervisor Overtime (OT)	Hour	30	\$97.94	\$2,938.20
2c	Supervisor Double Time (DT)	Hour	30	\$130.58	\$3,917.40
3a	Foreman (ST)	Hour	150	\$56.22	\$8,433.00
3b	Foreman (OT)	Hour	30	\$84.33	\$2,529.90
3c	Foreman (DT)	Hour	30	\$112.44	\$3,373.20
4a	Driver (ST)	Hour	150	\$46.24	\$6,936.00
4b	Driver (OT)	Hour!	30	\$69.36	\$2,080.80
4c	Driver (DT)	Hour!	30	\$92.48	\$2,774.40
5a	Field Technicians (5) (ST)	Hour!	750	\$47.15	\$35,362.50
5b	Field Technicians (5) (OT)!	Hour!	150	\$70.73	\$10,609.50
5c	Field Technicians (5) (DT)!	Hour!	150	\$94.30	\$14,145.00
6	Transportation and Disposal of Solid Waste (In-state Landfill as C&D Debris) (25 ton minimum per truck)	Allowance	1	\$40,000.00	\$40,000.00
7	Transportation of Liquids Via Vacuum Trucks	Hour	210	\$99.74	\$20,945.40
8	Disposal of Liquid Waste (Non-Haz)	Allowance	1	\$20,000.00	\$20,000.00
9	Utility Support Vehicles (2)	Days	42	\$136.01	\$5,712.42
10	Box Truck	Hour	210	\$77.07	\$16,184.70
11	Power Washers (2)	Day	42	\$272.03	\$11,425.26
12	Level C PPE (441 sets 3 per man/day)	Per person change out	441	\$68.01	\$29,992.41
13	Miscellaneous Materials	Allowance	1	\$20,000.00	\$20,000.00
14	Miscellaneous Equipment	Allowance	1	\$35,000.00	\$35,000.00
15	Miscellaneous Expenses	Allowance	1	\$25,000.00	\$25,000.00
Estimated Project Total					\$330,599.19



TMC ENVIRONMENTAL

The basis for billing will be an itemized invoice reflecting services performed. Pricing is based upon estimated volumes and estimated material costs, level of effort, unit rates, and market conditions. Billings will be based upon actual amounts of units required and volumes of material disposed of to complete the scope except for minimum load charges as specified.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which may become evident during the course of the project may alter or increase the effort required. Actual charges may increase or decrease depending upon the execution of work.

It is understood and agreed by the Client and/or the generator (owner) owns any and all waste from cradle to grave and TMC assumes no liability for any and all waste generated or disposed.

PROJECT SCHEDULE / ESTIMATED COSTS:

TMC can start on-site activities within five (5) days after receipt of a signed proposal.

TERMS AND CONDITIONS

The terms of this agreement will be in accordance with mutually agreeable terms and conditions between TMC and Client.

Should this quotation meet with your approval, please initial each page, sign the authorization below, and return one original document by mail.

Thank you for allowing TMC to provide our services.

Sincerely,
TMC ENVIRONMENTAL

Dean Soultanian
Director of Proposal Development

AUTHORIZATION

If the Proposal is understood and accepted, please initial each page and sign both copies and return one to TMC. By accepting and signing the above-referenced Proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and hereby authorizes TMC to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

CITY OF HOBOKEN, NJ

Name (print) _____ Signature _____
Title _____ Date _____

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION CONFIRMS AN INCREASE IN THE NOT
TO EXCEED AMOUNT OF AN EMERGENCY CONTRACT
AWARDED TO T. FARESE DIRECT FOR DEBRIS REMOVAL
SERVICES IN THE WAKE OF HURRICANE SANDY – IN AN
INCREASED NOT TO EXCEED AMOUNT OF ONE HUNDRED
FIFTY THOUSAND DOLLARS (\$150,000.00) FOR AN
ADDITIONAL ONE MONTH PERIOD**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11, which were each confirmed by the City Council at its November 13, 2012 meeting; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, ratified by the Council to T. Farese Direct for a total contract amount of One Hundred Thirty Three Thousand Five Hundred Dollars (\$133,500.00), with a seven (7) day term to commence on November 5, 2012; and,

WHEREAS, thereafter the City attempted to contract for said services with the State Contractor, who thereafter refused to do the work required by the City, and the City was required to, under emergent circumstances, request T. Farese Direct continue to work outside of its awarded and ratified contract term and amount; and,

WHEREAS, the Administration now seeks ratification by the City Council of T. Farese Direct's additional work providing debris removal services, for an additional one month period, to terminate on December 13, 2012, and for an additional not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$150,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 28, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the amended emergency contract with the below listed vendor is authorized and ratified for an additional amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the original proposal, resolution and contract shall govern this amendment.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an amended agreement, for the above referenced goods and/or services based upon the following information:

T. Farese Direct
 PO Box #23
 Belleville, New Jersey 07109

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: November 28, 2012

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

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO BELFOR PROPERTY RESTORATION FOR
PROFESSIONAL CLEANING AND RESTORATION OF THE
DOCUMENTS AND RECORDS WITHIN THE CITY OF
HOBOKEN OFFICE OF VITAL STATISTICS IN THE WAKE
OF HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED
TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00) FOR A
THREE MONTH PERIOD TO COMMENCE NOVEMBER 13,
2012**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with three document restoration companies for clean-up and document restoration of the Office of Vital Statistics resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Belfor Property Restoration for services to the Office of Vital Statistics following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Belfor Property Restoration for a total contract amount of Twenty Eight Thousand Dollars (\$28,000.00), with a three (3) month term to commence on November 13, 2012; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$28,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 28, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Twenty Eight Thousand Dollars (\$28,000.00) as follows:

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

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

Belfor Property Restoration
 Belfor USA
 817-675-8707

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: November 28, 2012

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



<Attachment A>

DATE: 11-20-12

TO: Dawn DeLorenzo
Hoboken Health Department

FROM: Ronnie Bronstad
Belfor USA

RE: Document Recovery

The following information is submitted as Belfor's view of necessary services required to properly mitigate and/or remediate the water damaged documents and create a safe environment for those that utilize the documents. This estimate is based on only those documents/books that were submerged in the filing cabinets and all documents/books located in the safety vaults.

Scope of Work & Pricing Based On 90 Cubic Feet Of Books & Documents

Cleaning of 3 Safety boxes & filing cabinets	\$750.00
Pack-Out & Return	\$4176.00
Materials	\$500.00
Freeze Dry	\$4950.00
Gamma Radiation	\$2250.00
Mold Treatment	\$9400.00
Freight	\$4405.00
Total Estimate	\$28,000.00

Belfor proposes to complete this scope of work based on the. The time frame to return these books and documents to the client is 2-3 months. This pricing does not include any applicable taxes.

Thank You!

Ronnie Bronstad
BELFOR USA
817-675-8707 Cell
ronnie.bronstad@us.belfor.com



10-12 weeks

American Freeze Dry Operations, Inc.
P. O. Box 5740
Deptford, NJ 08096
Phone: 856-939-8160 Fax: 856-302-6727
Toll Free: 866-939-8160

Date: November 20, 2012 Estimate # 21-1112
Name: Hoboken Health Dept. Estimate Good for 90 days
124 Grand St. (Between 1st & 2nd Sts.)
Hoboken, NJ 07030
Phone: 201-420-2040
Contact: Dawn DeLorenzo Cell: 201-232-4288
E-Mails: ddelorenzo@hobokennj.org and dusk6@aol.com

109 Cubic Feet of water damaged documents

Freeze Dry process applied @ \$65.00 per cubic foot:	<u>\$ 7,085.00</u>
Deodorization @ \$15.00 per cubic foot:	<u>\$ 1,635.00</u>
Cleaning 106 @ \$170.00 per cubic foot (includes Soda Blasting of books and Antimicrobial application (Bioshield) on material:	<u>\$18,020.00</u>
Sanitize & Deodorize 3 Safes @ \$100.00 each:	<u>\$ 300.00</u>
Pick Up and Delivery:	<u>\$ 645.00</u>
Boxes for Pack Out 36 @ \$3.50 each:	<u>\$ 126.00</u>
Supervisor for Labor Crew @ \$44.00 per hour for 3 hours:	<u>\$ 132.00</u>
Labor @ \$38.00 per man per hour - 3 men for 3 hours:	<u>\$ 342.00</u>
TOTAL AMOUNT DUE:	<u>\$ 28,285.00</u>

Payable as follows: \$ 7,085.00 for Phase One of Project is due within 10 days of Pick Up

Balance due on delivery.

IMPORTANT - Client or Agent please sign to indicate acceptance of price and authorization to begin work. No work may begin without receipt of a signed copy of this Estimate and a deposit if part of the agreement. Please indicate the date deposit will be processed if necessary.

(Signature)

Make all checks payable to American Freeze Dry Operations, Inc.

EIN: 22-3715116

3 months

National
Headquarters
7377 William Avenue
Suite 100
Allentown, PA 18106

November 20, 2012

Dawn DeLorenzo
Hoboken Health Department
124 Grand Street
Hoboken, NJ 07030



Ms. DeLorenzo:

Thank you for the opportunity to present this scope of work and quote. Rapid Refile provides fast, professional document reprocessing services with industry leading commitment to quality control, accessibility, and turnaround. Our mission is to get you back in business.

On November 16, 2012, Rapid Refile inspected water and apparent mold damage to ledgers in the custody of the Hoboken Health Department. There are two levels of damage to the affected ledgers. The majority of ledgers or 75% of the affected ledgers have consistent debris and apparent mold damage to the surface and interior of the binding, which will require advanced cleaning services. These are the ledgers and books that had direct water damage. The remaining 25% of the ledgers, measured by cubic footage in the attached quote, have high humidity damage and indirect exposure to microbial growth and will required drying and preventative decontamination. Due to the progressive nature of water damage, the following scope of work is valid until December 3rd, 2012. After that date, Rapid Refile reserves the right to re-scope and re-quote the proposed services.

Rapid Refile proposes the following Scope of Work:

Rapid Refile will pack-out the ledgers and perform an inventory in conjunction with the Hoboken Health Department. Copies of the pack-out sheets will be provided to the Health Department upon pack-out completion.

The ledgers will be shipped under locked load to Rapid Refile's secure document recovery center in Allentown, PA. Upon receipt, the documents will be secured behind double-gate and monitored by Altronics security system and video surveillance. The ledgers will be loaded into the drying chamber and dried to a normalized moisture content of 7 – 8%. Once dried, the ledgers will be gamma irradiated to neutralize microbial growth and/or contaminates in the paper fibers.

Documents, once damaged by water and mold, cannot be restored to their original condition. Existing expansion due to water damage will not be reversed. Staining and bleeding of ink will not be reversed. Restored documents, even after proper cleaning and odor neutralization, may retain residual dirt, irradiated mold, and odor in their fibers.

The irradiated ledgers will be cleaned using industry best practices. This includes, but is not limited to, HEPA vacuuming, surface cleaning with chemical sponges, swabbing, etc. Cleaning charges are calculated per cubic foot to reflect the cost of labor, equipment and supplies. As noted above, some residual dirt and irradiated mold may remain in the paper fibers.

The surface cleaned ledgers will be subject to odor neutralization via ozoning and/or Vaportek. As noted above, some lingering odor may remain.

It is our recommendation that the fire/water proof safes are not able to be decontaminated properly due to the pour us insulation in the walls of the safes and cabinets. We can not get inside the walls properly to decontaminate and if it is not done properly there may be a future problem.

Respectfully Submitted,



Rob Schmidt
Director of Business Development

Terms & Conditions

Customer agrees to pay Rapid Refile any and all amounts invoiced for the services and/or materials provided based upon the estimated unit prices and labor rates, attached hereto as Exhibit A. Itemized invoices setting forth in detail the actual charges incurred shall be submitted to the Customer for payment upon commencement of, during, or completion of services. Customer understands and agrees that while it may attempt to obtain reimbursement from any applicable insurance company responsive to the loss which is the subject of this agreement, Rapid Refile has entered into the Contract with the Customer and not the insurance carrier. Accordingly, Customer agrees and understands that while it may direct its insurance carrier to issue payment directly to Rapid Refile, Customer expressly agrees and understands that it, not the insurance carrier, if any, is responsible for the timely payment of all Rapid Refile invoices.

Customer agrees that the terms of payment for services rendered in accordance with rates listed on Exhibit A shall be net thirty (30) days from the date listed on the invoice, and any balances outstanding more than thirty (30) days from the date listed on the invoice shall be subject to a finance charge equal to the lower of eighteen (18%) per annum or the highest amount allowed by governing state law, compounded monthly. A failure by Customer to pay in full any outstanding balance within sixty (60) days is an Event of Default under this Contract. Customer agrees that the terms of payment for document reprocessing services rendered in accordance with rates listed on Exhibit A shall be paid in full prior to or upon return delivery of documents.

If Customer's account is referred to any agency or attorney for collection then Customer agrees to reimburse Rapid Refile for all fees and costs associated with collection, including but not limited to, collection agency fees, attorney's fees, lien placement and removal fees, and/or lien foreclosure costs.

The Customer shall pay and reimburse Rapid Refile for any additional insurance, applicable fees, any and all federal, state and municipal excise and sales taxes and any and all other levies or taxes imposed on or in respect of any of the materials, services or work covered by this Contract and shall comply with all governmental laws, ordinances and regulations relating to the work to be performed under this Contract.

All subcontracted services including but not limited to transportation, subsistence, materials, waste disposal, security, etc. will be invoiced at documented cost plus 10% and 10%.

If the work in this Contract cannot be performed or completed in a timely manner due to local building codes, zoning ordinances, the presence of asbestos and/or other hazardous materials or availability of products required, then any cost incurred in overcoming these conditions will be paid by the Customer. Rapid Refile shall have the right to discontinue work and remove its workers from the project until such product or material is made available, or such hazards are removed, as the case may require. Rapid Refile shall receive an extension of time to complete its work hereunder and compensation for delays that are a result of such extension of time to complete its work hereunder. Rapid Refile shall not be required to remove such hazardous products or materials from the jobsite to complete its work in a timely manner. It shall be the affirmative duty of Customer to disclose to Rapid Refile all known and potential hazards, including but not limited to asbestos or similar hazardous products or materials, which exist at the time of the signing of this Contract or have existed within the preceding twelve (12) months of signing of this Contract upon or in connection with the work site where services are to be performed by Rapid Refile.

Rapid Refile will perform all services required, except when prevented by obstacles created by others and/or Acts of God, which acts would prevent Rapid Refile from completing the project within the estimated time. Rapid Refile will not be responsible for unknown pre-existing conditions or conditions not brought to Rapid Refile's attention that may affect the quality, work production, or aesthetic value of work performed.

Either Party may terminate this Contract at any time if the premises are destroyed or upon 24 hours written notice with or without cause. Any notice sent pursuant to this provision must be mailed via U.S. mail, return receipt requested (or other form of mail requiring the recipient to acknowledge in writing its receipt of the notice), to the Party at its address as it appears above. Upon such termination, Customer shall be responsible for any and all costs and expenses, including labor and Rapid Refile's profit margin incurred up to and including the date of termination. This Contract shall benefit and bind any successors, corporation, entity, or purchaser of Customer.

Customer agrees to and shall indemnify, protect, defend and save harmless Rapid Refile for, from and against all liability or claimed liability of injuries, including death, of any and all persons whomsoever and for any and all property damage arising out of or resulting from or in any way connected with Rapid Refile's or Customer's operations, acts or omissions. Customer shall also fully protect, indemnify, defend and save harmless Rapid Refile for, from and against any and all lien or claims of Customer's laborers, mechanics, subcontractors, etc.



LIMITED LIABILITY

Any liability claim(s) of any nature, including for negligence, made against Rapid Refile arising from the work performed by Rapid Refile and/or their subcontractors shall be limited to and not to exceed the value of this Contract.

NO CONSEQUENTIAL DAMAGES

No Party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other Party to this Contract on account of any loss, cost, damage or expense which such Party may suffer or incur because of any act or omission of any other Party to this Contract or its agents or employees in the performance of a Party's Obligations under this Contract, or any other cause of action (including negligence) arising out of or related to or in connection with the Contract, or otherwise, and each Party expressly waives any such claims.

RIGHT TO CURE

Should some part or the whole of work performed by Rapid Refile be deemed incomplete or inadequate, Rapid Refile reserves the right to complete or satisfy the SCOPE OF WORK, attached herein as Exhibit A. Rapid Refile will not be held responsible for the cost of document reprocessing by a third party, nor will said cost be deducted from payments owed to Rapid Refile. Customer also acknowledges and understands that damaged documents and other media are more susceptible to future damage. The improper storing or handling of documents returned to Customer resulting in additional damage is not the responsibility of Rapid Refile.

The Parties hereby irrevocably consent to the jurisdiction of the courts of Northampton County, Pennsylvania and any federal court located in such jurisdiction in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or breach of this Contract or any such document or instrument. The Parties also hereto consent that venue of any action brought under this Contract shall be within Lehigh County, Pennsylvania and/ or the United States District Court for the Eastern District of Pennsylvania. This Contract shall be construed in accordance with the laws of Pennsylvania, without giving effect to conflict of laws.

WORK AUTHORIZATION

I hereby authorize Rapid Refile to perform document reprocessing services as described in the SCOPE OF WORK. I understand that this Scope of Work is provided as an approximation of the services and equipment required to complete the work based on Rapid Refile's cursory assessment of the project. I further understand and agree that invoices from Rapid Refile will reflect the value of actual work performed, including but not limited to, rental charges based on actual equipment usage, actual labor hours worked, actual expenses incurred (plus applicable markup) for shipping, supplies, meals, lodging, etc. I agree to make payment for these invoices in accordance with the payment terms contained in this agreement.

Expressly intending to be legally bound hereby, agreed to and accepted this _____th day of _____, 2012.

Hoboken Department of Health

RAPID REFILE, LLC

By: _____
Duly Authorized

By: _____
Duly Authorized

Name: _____

Name: _____

Title: _____

Title: _____





7377 William Avenue, STE 100
 Allentown, PA 18106
 610-837-4344

Estimate

Date	Estimate #
11/19/2012	HH01-11/12

Bill To:
Hoboken Health Department Dawn DeLorenzo 124 Grand Street Hoboken, NJ 07030

Ship To:
Hoboken Health Department Dawn DeLorenzo 124 Grand Street Hoboken, NJ 07030

Item	Description	Qty	Rate	Total
Mileage - Box Truck	Per Mile	392	2.75	1,078.00T
Wood Pallet/Skid	Each	4	18.65	74.60
Box - Pack-Out	Each - 15" x 12" x 10" with Lid	87	3.15	274.05
Handling & Packaging Laborer	Per Hour	24	35.00	840.00
Inventory Technician	Per Hour	8	45.00	360.00
Stabilization Freezer Storage	Per Cubic Foot Per Month	149	6.72	1,001.28
Drying 1 - 250 Cubic Feet	Per Cubic Foot	149	72.00	10,728.00
Gamma Irradiation	Per Cubic Foot	149	12.00	1,788.00
Class III Cleaning	Per Cubic Foot	112	131.75	14,756.00
Odor Neutralization	Per Cubic Foot	149	5.31	791.19
Supplies Budget		1	215.00	215.00
			Subtotal	\$31,906.12
			Sales Tax (0.0%)	\$0.00
			Total	\$31,906.12

New Jersey Department of Archive Records Management

Advanced Business Continuity Solutions, LLC

Russ Dutcher, CBRP, CDRS
201 Susan Drive
Lakewood NJ 08701
732.850.0339
Cell: 732.850.2436
<http://www.abcsllc.com>
consulting@abcsllc.com

American Freeze Dry Operations, Inc.

PO Box 5740
Deptford, NJ 08096
856.939.8160
Freezing, vacuum freeze-drying, disaster recovery, dehumidification, building drying services
<http://www.americanfreezedry.com/>

Beck Disaster Recovery Inc.

75 West Street 8A
New York, NY 10006
Tel: 917.576.7807
Fax: 917.599.0451
<http://www.beckdr.com>
jmills@beckdr.com

Belfor USA - NJ (Records Restoration & Reconstruction)

1 Frassetto Way Suite K
7035 - Lincoln Park, NJ
Telephone: 973-709-1240 or 1.800.856.3333
Fax: 973-686-0396
<http://www.belforusa.com>

Blackmon-Mooring-Steamatic Catastrophe, Inc. (BMS-CAT)

International Headquarters
303 Arthur Street
Fort Worth, TX 76107
Telephone: 1-817-332-2770 | 1-800-433-2940 (24 Hour Hot Line)
A full restoration service; uses vacuum drying process; certified to work in areas contaminated with asbestos
<http://www.bmscat.com>

Boeing Company

P.O. Box 516
St. Louis, Missouri 63166
Telephone: 1-314-232-0232, or ask for Jeff Harrick at 1-314-233-4697
Commercial vacuum freeze-drying on a space available basis in facilities that are used for aerospace.

Conservation Center for Art and Historic Artifacts (CCAHA)

264 South 23rd Street
Philadelphia, PA 19103
Telephone: 1-215-544-0613
<http://www.ccaha.org>

Conversion Technologies International, Inc. (CTI)

7000 Atrium Way, Suite 2
Mt. Laurel, NJ 08054
800.840.4CTI (4284)

<http://www.ctiimage.com>
larry.skinner@ctiimage.com

Disaster Recovery Services

2425 Blue Smoke Court South
Fort Worth, TX 76105
Telephone: 1-800-856-3333
Response and recovery, vacuum freeze-drying

Document Reprocessors

41 Sutter Street, Suite 1120
San Francisco, CA 94104
Telephone: 1-800-4-DRYING | 1-888-437-9464 (N.Y. office)
A Freeze Drying Company
<http://www.documentreprocessors.com>

Hazmat DQE

8112 Woodland Drive
Indianapolis, IN 46278
Telephone: (317) 295-9770 or 1 (800) 355-4628
A company that deals with decontamination.
<http://www.hazmatdqe.com>

Jim Thompson's International Disaster Strike Force (Water & Smoke Restoration)

1 Jim Thompson Way
Blackwell, MO 63626
Telephone: 1-800-839-6789
<http://www.disasterstrikeforce.com>

Laserfiche Document Management

3545 Long Beach Blvd.
Long Beach, CA 90807
800.985.8533
<http://www.laserfiche.com>
jsilvia@laserfiche.com

McDonnell Aircraft Company

P.O. Box 516
St. Louis, Missouri 63166
Telephone: 1-314-232-0232
Commercial vacuum freeze-drying on a space available basis in facilities that are used for aerospace

Mid West Freeze-Dry, Ltd.

7326 N. Central Park
Skokie, IL 60076
Telephone: 1-847-679-4756
Vacuum freeze drying, decontamination, non-chemical mold & mildew eradication, deacidification.
<http://www.midwestfreezedryltd.com>

Munters Moisture Control Services

36 regional offices in the United States; others in Canada and internationally
Telephone: 1-800-I-CAN-DRY (-422-6379) 24 HOUR HOT LINE
Uses desiccant dehumidification process. Can dry books on location or in drying chambers. Also dries building and structures, restoring the internal environment to its original equilibrium.
<http://www.munters.com>

Northeast Document Conservation Center (NEDCC)

100 Brickstone Square
Andover, MA 01810-1494
Telephone: 1-978-470-1010
<http://www.nedcc.org>

✧ **Rapid Refile**

7377 William Avenue, Suite 100
Allentown, PA 18106
Telephone: 877-597-2743
Document recovery and restoration, including vacuum-freeze drying
<http://www.rapidrefile.com>
Contact: <http://www.rapidrefile.com/contact.php>

ServPro - Burlington/Mt. Holly

P.O. Box 14
Burlington, NJ 08016-9998
Telephone: 609-326-3663
Fax: 215-322-3230
<http://www.servproburlingtonmtholly.com>

Solex Environment Systems

P.O. Box 460242
Houston, TX 77056
Telephone: 1-800-848-0484; 1-713-963-8600
An advanced technology company that also does large-scale disaster recovery, dehumidification, building drying services and provides consulting.
<http://www.solexrobotics.com>

TVI Corp

Mid Atlantic Region
Telephone: Main/(302)352-8800
A company that deals with decontamination.
<http://www.tvicorp.com>

Woods Restoration, LLC

Telephone: 1-800-385-2122
<http://www.woodsrestoration.com>

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AMEND THE CONTRACT WITH OKIN,
HOLLANDER & DELUCA, LLP FOR SERVICES AS SPECIAL LEGAL
COUNSEL – BANKRUPTCY TO THE CITY OF HOBOKEN RELATING
TO THE BANKRUPTCY FILINGS INVOLVING HOBOKEN
UNIVERSITY MEDICAL CENTER TO INCREASE THE NOT TO
EXCEED AMOUNT BY \$13,000.00**

WHEREAS, the City previously appointed and contracted for the services of Paul S. Hollander, Esq. of Okin, Hollander & DeLuca, LLP to serve as Special Legal Counsel relating to any bankruptcy proceedings commencing in relation to Hoboken University Medical Center; and,

WHEREAS, the August 4, 2011 proposal of Paul S. Hollander, which originally constituted the Agreement between Okin, Hollander & DeLuca, LLP and the supplemental amended City contract dated March 21, 2012, and again by a City Council Resolution dated September 5, 2012, shall be further amended by a City contract which amends and increases the not to exceed amount by an additional Thirteen Thousand (\$13,000.00) Dollars; and,

WHEREAS, the remainder of the terms of the March 21, 2012 and September 5, 2012 agreements shall remain unchanged; and,

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

WHEREAS, there is a continuing, ongoing, and urgent need for said service, which therefore remains exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,000.00 is available in the following appropriations Special Counsel in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED that the contract with Okin, Hollander & DeLuca, LLP for the services of Paul Hollander, Esq. to represent the City as Special Legal Counsel in the pending bankruptcy litigation relating to the Hoboken University Medical Center, originally for a not to exceed amount of \$17,500.00, and previously amended to increase the not to exceed amount by \$135,000.00 and an additional \$50,000.00, and an additional \$20,000.00, and an additional \$30,000.00, shall be heretofore amended again to increase the not to exceed amount by an additional Thirteen Thousand (\$13,000.00) Dollars;

BE IT FURTHER RESOLVED that the remainder of the amended March 21, 2012 and September 5, 2012 contracts shall remain unchanged; and,

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

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

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

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

Meeting date: November 28, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

OKIN, HOLLANDER & DELUCA, L.L.P.

COUNSELLORS AT LAW
ONE PARKER PLAZA
FORT LEE, NEW JERSEY 07024

PAUL S. HOLLANDER

201-947-7500

FACSIMILE 201-947-2663

November 2, 2012

Via Regular Mail

Mellissa Longo, Esq.
Interim Corporation Counsel
Office of Corporation Counsel
94 Washington Street, 2nd Floor
Hoboken, NJ 07030



**Re: Hudson Healthcare, Inc.
Case No. 11-33014 (DHS)**

Dear Mellissa:

Based upon my last conversation with Mayor Zimmer, I understand on November 7, 2012 the City Council is scheduled to consider the partial payment of \$13,106.63 towards our statement dated June 29, 2012 covering services rendered in May, 2012. Assuming this partial payment is approved, this will leave an unpaid balance on that statement of \$5,335.41. I understand that once this partial payment is made, there will be no room remaining under our existing contract with the City to pay the balance on our June 29, 2012 invoice.

I am enclosing herewith our final statement dated October 31, 2012 covering services rendered in August and September, 2012. Once the Cairo motion was resolved in favor of the HMHA and the City, we did no further work on this or any other matter relating to Hudson Healthcare, Inc.

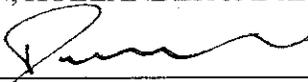
Assuming that the City Council approves our partial payment of \$13,106.63, this will leave a balance of \$5,335.41 from the June 29, 2012 statement, and an additional amount due of \$7,657.36 from our October 31, 2012, statement for a total balance due of \$12,992.77. Based upon my last discussion with Mayor Zimmer, I understand that you will have to get an additional contract approval for this balance before it can be paid.

Please call me to discuss any questions that you have or if you have any reason to believe that I have misstated the status of our account with the City.

Thank you in advance for your attention.

Very truly yours,

OKIN, HOLLANDER & DeLUCA, L.L.P.

By: 
Paul S. Hollander

PSH/kp

cc: Mayor Dawn Zimmer-Via Regular Mail
F:\OCH\CITY OF HOBOKEN\Corres\Longo ltr-11-02-12.doc

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE A “LICENSE AGREEMENT” BETWEEN THE
CITY OF HOBOKEN (LICENSEE) AND BASF (LICENSOR) FOR PROPERTY KNOWN AS
BLOCK 103 - LOTS 7-26, BLOCK 107-108 – ALL LOTS, AND BLOCK 113 – LOTS 27-32**

WHEREAS, the City of Hoboken requires open and available space to park abandoned cars resulting from Hurricane Sandy, until such time as the proper procedure can be utilized to discard of said vehicles; and

WHEREAS, the Administration has negotiated a License Agreement, attached hereto an titled “Permission to Enter Premises Agreement”, which would allow the City to utilize BASF property for the storage of abandoned vehicles; and

WHEREAS, the Administration requests the City Council, by resolution, authorize the execution of the aforementioned agreement (as attached) with BASF, for the aforementioned purpose; and

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

- 1) Approval of the attached License Agreement, entitled “Permission to Enter Premises Agreement”, between the City of Hoboken and BASF (attached hereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved as to Form:

Mellissa Longo, Corporation Counsel

Date: November 28, 2012

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



The Chemical Company

Permission to Enter Premises Agreement

This **PERMISSION TO ENTER AGREEMENT** ("Agreement") is made by and between **BASF CORPORATION**, a Delaware corporation which has a mailing address of 100 Park Avenue, Florham Park, NJ 07932 (herein "**BASF**"), and City of Hoboken, having an address at Hoboken City Hall, Washington Street, Hoboken, NJ (herein "**Licensee**").

WITNESSETH:

- A. BASF owns a property known as Block 103, Lots 7-26; Block 107/108, All Lots; Block 113, Lots 1-6, 27-32 (collectively, the "Property").
- B. Licensee desires to visit the Property on the date and for the purpose specified below, and BASF agrees to permit Licensee to visit the Property on such date(s) and for such purpose(s) subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Right to Visit Property.** In consideration of Licensee's covenants hereinafter made, BASF does hereby grant to Licensee and its employees and agents the right to use the Property for a 14-day period commencing on November 4, 2012 (and subject to earlier termination as set forth herein), for the following purpose: to use the Property as a temporary staging area for equipment and vehicles and as a debris sorting area in connection with relief efforts related to the storm known as Sandy. In no event shall Licensee engage in any activity on the Property which, in any way, would be subject to laws addressing environmental matters or which would cause BASF to sustain any cost or liability, or require any action on the part of BASF, under any applicable laws including, without limitation, those regulating environmental matters. All of Licensee's personnel shall at all times be subject to and comply strictly with BASF's standard requirements in effect at the Property for safety, substance abuse and contractors which BASF will make available to Licensee upon request. This grant of rights shall be strictly construed and shall not be interpreted to confer any rights or license on Licensee except as expressly set forth in this paragraph. This grant of rights may be revoked by BASF at any time with or without cause by verbal notice to Licensee.

2. **Release.** In order to induce BASF to permit Licensee to visit the Property and conduct activities thereon, Licensee, on behalf of itself, its employees, contractors, and agents (collectively, the "Licensee Releasors"), hereby RELEASES AND FOREVER DISCHARGES BASF, its employees, contractors and agents (collectively, the "BASF Releasees") from any and all expenses, losses, costs, liabilities, claims, causes of action, demands and damages for loss, damage, injury, or death to the Licensee Releasors, or any of them, or damage to the property of the Licensee Releasors, or any of them, arising out of or in connection with the Licensee's visit or activities at the Property. To the extent that the foregoing release involves liabilities, claims, actions, or causes of action not in existence as of the time this instrument is executed, it is the intention of the Licensee Releasors that this instrument be construed and enforced with respect to such liabilities, claims, actions, or causes of action as a covenant not to sue.

3. **Liability.** Licensee shall take all reasonable precautions to prevent damage to the Property and personal property of BASF located at the Property and shall promptly repair or replace, at Licensee's sole expense, any damage to the Property or personal property caused by Licensee or its employees or agents, regardless of whether such persons shall have acted negligently or wrongfully in causing such damage. TO THE FULLEST EXTENT NOT PRECLUDED BY LAW, LICENSEE SHALL BE LIABLE AND RESPONSIBLE FOR, AND SHALL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO BASF) AND HOLD HARMLESS BASF FROM AND AGAINST, ANY AND ALL EXPENSES, LOSSES, COSTS, CLAIMS, LIABILITY, FINES, PENALTIES, CAUSES OF ACTION, DEMANDS AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, "DAMAGES"), RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH LICENSEE'S VISIT TO THE PROPERTY OR THE ACTIVITIES OF LICENSEE'S EMPLOYEES, CONTRACTORS OR AGENTS WHILE AT THE PROPERTY, UNLESS SUCH DAMAGES ARE CAUSED BY THE SOLE NEGLIGENCE OF BASF, INCLUDING WITHOUT LIMITATION DAMAGES THAT MAY OCCUR OR BE CLAIMED WITH RESPECT TO ANY DEATH, PERSONAL INJURY OR LOSS OR DAMAGE TO PERSONAL PROPERTY OF THIRD PARTIES. THIS CLAUSE IS INTENDED TO APPLY EVEN THOUGH THE DAMAGES ARE CAUSED IN PART BY THE NEGLIGENCE OF BASF, ITS EMPLOYEES, CONTRACTORS OR AGENTS. LICENSEE'S INDEMNIFICATION OBLIGATIONS AS DESCRIBED IN THIS PARAGRAPH SHALL INCLUDE, BY WAY OF EXAMPLE ONLY AND NOT BY LIMITATION, CLAIMS BROUGHT BY ANY BASF OR LICENSEE EMPLOYEES OR FORMER BASF OR LICENSEE EMPLOYEES WHO ALLEGE TO HAVE SUFFERED AN ILLNESS OR PERSONAL INJURY OR TO HAVE BEEN HARMED IN ANY OTHER WAY WHATSOEVER, EITHER DIRECTLY OR INDIRECTLY, AS A RESULT OF HAVING BEEN EXPOSED AT THE PROPERTY TO LICENSEE'S ACTIVITIES, DEBRIS, EQUIPMENT, VEHICLES, PRODUCTS OR SERVICES.

4. **Insurance.** Licensee agrees to maintain sufficient insurance to cover its potential liabilities hereunder. All such insurance shall be primary in the event of a loss; operate, except for the limits of liability, as if there were a separate policy covering each insured; and name BASF as an additional insured. Licensee shall provide a certificate evidencing such insurance, acceptable to BASF, prior to entering the Property.

5. **Effect of Termination.** The right and license granted by this Agreement shall automatically terminate and be deemed null and void on the initial date specified in paragraph 1, above, if for any reason Licensee does not commence its visit to the Property by November 5, 2012 or a date otherwise agreed to by the parties. Upon expiration, termination, or revocation of this Agreement, Licensee shall immediately remove all of its property, employees, contractors, agents, goods, debris, and equipment from the Property. All covenants of Licensee hereunder shall survive expiration, termination, or revocation until they are completely fulfilled.

6. **General Provisions.** This Agreement is personal to Licensee. Neither this Agreement nor any rights granted hereunder may be assigned or transferred by Licensee in any manner. This Agreement shall inure to the benefit of and be binding upon BASF, its successors and assigns. This Agreement contains the entire agreement of the parties with respect to the conditions upon which Licensee is permitted to visit the Property. Any amendment or modification of this Agreement must be in writing and be signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates shown below.

BASF CORPORATION

By: _____

Printed name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Printed name: _____

Title: _____

Date: _____

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$11,044.88**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Fay, Ralph M III & L M Quinn 1025 Maxwell Lane #705 Hoboken, NJ 07030	158/5/C0001	602 Willow Ave	4/10	\$1,638.12
Lappin, William 839 Willow Ave #8 Hoboken, NJ 07030	170/16/C0008	839 Willow Ave	2/12	\$1,149.47
Koenig, Matthew 253 Tenth St Unit 1L Hoboken, NJ 07030	171/19/C0011	253 Tenth Street	3/11	\$1,405.31
Gelman, Debra 218 Thirteenth St Hoboken, NJ 07030	254/3	218 Thirteenth St	2/11	\$2,633.47
Bloom, Adam & Katarzyna 1425 Garden St #3B Hoboken, NJ 07030	255/1/C0302	1425 Garden St	3/11 & 4/11	\$3,990.55
Zedillo, Ernesto 1125 Maxwell Lane # TH10 Hoboken, NJ 07030	261.03/1/CP278	1125 Maxwell Lane	3/11 & 4/12	\$ 227.96

Meeting: November 28, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

PAGE TWO OF TWO

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION CONFIRMS AN EMERGENCY
CONTRACT AWARDED TO THOMPSON CONSULTING FOR
DEBRIS MONITORING AND PUBLIC ASSISTANCE IN THE
WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO
EXCEED TWO HUNDRED FIFTY FOUR THOUSAND ONE
HUNDRED FIFTY TWO DOLLARS (\$254,152.00) FOR A
THREE MONTH PERIOD TO COMMENCE NOVEMBER 13,
2012**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with two (2) consulting firms, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, thereafter the City sought proposal for said services, under emergent circumstances and time constraints, and received two proposals which were evaluated according to the general requirements of competitive contracting within the New Jersey statutes and regulations; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Thompson Consulting, in according with general competitive contracting guidelines, and the Council now seeks to ratify the award of the contract to Thompson Consulting for a total contract amount of Two Hundred Fifty Four Thousand One Hundred Fifty Two Dollars (\$254,152.00), with a three (3) month term to commence on November 13, 2012; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$254,152.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 28, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Fifty Four Thousand One Hundred Fifty Two Dollars (\$254,152.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Thompson Consulting Services
 951 Market Promenade Avenue
 Suite 2101
 Lake Mary, Florida 32746

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: November 28, 2012

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

EVALUATION SHEET

12 – E1 – DISATER DEBRIS MONITORING & GRANT CONSULTING SVCS

NAME OF VENDOR: THOMPSON CONSULTING

EVALUATION CRITERIA	MAXIMUM SCORES	SCORE
1. Does the vendor proposal demonstrate A clear understanding of scope of work A related objective?	10	<u>10</u>
2. Is the vendor's proposal complete and Responsive to the specific RFP requirements?	10	<u>9</u>
3. Does the vendor's proposal demonstrate Experience and knowledge necessary with The task?	10	<u>9</u>
4. Does the vendor's proposal and past work Demonstrate technical ability?	10	<u>10</u>
5. Has the vendor successfully completed Similar projects?	10	<u>10</u>
6. Does the vendor have the qualifications And licenses necessary to undertake this Project?	10	<u>9</u>
7. Does the vendor have the appropriate staff To develop the SOW in the time frame specified?	10	<u>10</u>
8. How does the cost compare to other similarly scored Proposals?	10	<u>9</u>
9. Does the vendor have sufficient financial Resources to meet its obligations?	10	<u>10</u>
10. Is there a well-reasoned project management plan	10	<u>9</u>
TOTAL	100	<u>95</u>

24

EVALUATION SHEET

12 – E1 – DISATER DEBRIS MONITORING & GRANT CONSULTING SVCS

NAME OF VENDOR: JESCO

EVALUATION CRITERIA	MAXIMUM SCORES	SCORE
1. Does the vendor proposal demonstrate A clear understanding of scope of work A related objective?	10	<u>10</u>
2. Is the vendor's proposal complete and Responsive to the specific RFP requirements?	10	<u>9 7</u>
3. Does the vendor's proposal demonstrate Experience and knowledge necessary with The task?	10	<u>9</u>
4. Does the vendor's proposal and past work Demonstrate technical ability?	10	<u>10</u>
5. Has the vendor successfully completed Similar projects?	10	<u>9</u>
6. Does the vendor have the qualifications And licenses necessary to undertake this Project?	10	<u>8</u>
7. Does the vendor have the appropriate staff To develop the SOW in the time frame specified?	10	<u>10</u>
8. How does the cost compare to other similarly scored Proposals?	10	<u>6</u>
9. Does the vendor have sufficient financial Resources to meet its obligations?	10	<u>10</u>
10. Is there a well-reasoned project management plan	10	<u>8</u>
TOTAL	100	<u>87</u>

EVALUATION SHEET

12 – E1 – DISASTER DEBRIS MONITORING & GRANT CONSULTING SVCS

NAME OF VENDOR: Thompson Consulting Services

EVALUATION CRITERIA	MAXIMUM SCORES	SCORE
1. Does the vendor proposal demonstrate A clear understanding of scope of work A related objective?	10	<u>9</u>
2. Is the vendor's proposal complete and Responsive to the specific RFP requirements?	10	<u>10</u>
3. Does the vendor's proposal demonstrate Experience and knowledge necessary with The task?	10	<u>10</u>
4. Does the vendor's proposal and past work Demonstrate technical ability?	10	<u>10</u>
5. Has the vendor successfully completed Similar projects?	10	<u>10</u>
6. Does the vendor have the qualifications And licenses necessary to undertake this Project?	10	<u>10</u>
7. Does the vendor have the appropriate staff To develop the SOW in the time frame specified?	10	<u>9</u>
8. How does the cost compare to other similarly scored Proposals?	10	<u>7</u>
9. Does the vendor have sufficient financial Resources to meet its obligations?	10	<u>N/A</u>
10. Is there a well-reasoned project management plan	10	<u>9</u>
TOTAL	100	<u>84</u>

SM

EVALUATION SHEET

12 – E1 – DISASTER DEBRIS MONITORING & GRANT CONSULTING SVCS

NAME OF VENDOR: Jesco

EVALUATION CRITERIA	MAXIMUM SCORES	SCORE
1. Does the vendor proposal demonstrate A clear understanding of scope of work A related objective?	10	<u>8</u>
2. Is the vendor's proposal complete and Responsive to the specific RFP requirements?	10	<u>8</u>
3. Does the vendor's proposal demonstrate Experience and knowledge necessary with The task?	10	<u>8</u>
4. Does the vendor's proposal and past work Demonstrate technical ability?	10	<u>8</u>
5. Has the vendor successfully completed Similar projects?	10	<u>8</u>
6. Does the vendor have the qualifications And licenses necessary to undertake this Project?	10	<u>8</u>
7. Does the vendor have the appropriate staff To develop the SOW in the time frame specified?	10	<u>8</u>
8. How does the cost compare to other similarly scored Proposals?	10	<u>2</u>
9. Does the vendor have sufficient financial Resources to meet its obligations?	10	<u>N/A</u>
10. Is there a well-reasoned project management plan	10	<u>8</u>
TOTAL	100	<u>66</u>

MS

COST PROPOSAL FORM

12 – E1 - Disaster Debris Monitoring and Grant Consulting Services

NOTE: 1. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up.

2. Contractors must comply with 44 CFR part 13 and 2 CFR parts 215, 220, 225 and 230. Contractors failure to comply according to FEMA guidelines will result in the City having no obligation to make payments under this contract.

I. DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>75.00</u>
GIS Analyst	\$ <u>50.00</u>
Environmental Specialist	\$ <u>75.00</u>
Field Supervisors	\$ <u>49.00</u>
Data Manager	\$ <u>55.00</u>
Debris Site/Tower Monitors	\$ <u>36.00</u>
Crew Monitors	\$ <u>36.00</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>28.00</u>
Project Coordinators	\$ <u>28.00</u>

**II. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES
POSITIONS**

Legislative Affairs Consultant	\$ <u>150.00</u>
--------------------------------	------------------

Project Manager	\$ <u>85.00</u>
Senior Grant Management Consultant	\$ <u>135.00</u>
Project Engineer	\$ <u>115.00</u>
Grant Management Consultant	\$ <u>110.00</u>
Environmental Scientist (Regulatory Support)	\$ <u>105.00</u>
Grant Management Specialist	\$ <u>75.00</u>
Grant Management Analyst	\$ <u>60.00</u>
Field Site Inspector	\$ <u>36.00</u>
Office/Clerical	\$ <u>28.00</u>

II. SERVICES GRANT APPLICATION, ADMINISTRATION & MANAGEMENT

POSITIONS	HOURLY RATES
Legislative Affairs Consultant	\$ <u>150.00</u>
Project Manager	\$ <u>85.00</u>
Senior Grant Management Consultant	\$ <u>135.00</u>
Project Engineer	\$ <u>115.00</u>
Grant Management Consultant	\$ <u>110.00</u>
Environmental Scientist (Regulatory Support)	\$ <u>105.00</u>
Grant Management Specialist	\$ <u>75.00</u>
Grant Management Analyst	\$ <u>60.00</u>
Field Site Inspector	\$ <u>36.00</u>
Office/Clerical	\$ <u>28.00</u>

III. EMERGENCY MANAGEMENT PLANNING AND TRAINING

POSITIONS	HOURLY RATES
------------------	---------------------

Project Manager	\$ <u>85.00</u>
Senior Consultant	\$ <u>75.00</u>
Emergency Management Consultant	\$ <u>65.00</u>
Emergency Management Trainer	\$ <u>55.00</u>
Emergency Management Specialist	\$ <u>45.00</u>
Emergency Management Analyst	\$ <u>40.00</u>
Office/Clerical	\$ <u>28.00</u>

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach job description for each position.



November 20, 2012

Mr. Leo Pellegrini
 Director of Human Services
 94 Washington Street
 Hoboken, NJ 07030

RE: Thompson Consulting Services Twelve (12) Week Not-to-Exceed Estimate – Disaster Debris Monitoring and Grant Consulting Services

Dear Mr. Pellegrini,

Thompson Consulting Services (Thompson) respectfully submits the following Not-to-Exceed (NTE) estimate to the City of Hoboken, New Jersey (City) to provide professional services related to Hurricane Sandy (FEMA DR-4086) recovery under our contract to perform Disaster Debris Monitoring and Grant Consulting Services.

Table 1: Thompson NTE – Disaster Debris Monitoring and Grant Consulting Services

Position	Quantity	Hourly Rate	Duration (Weeks)	Hours per Week	Total
Project Manager	1	\$85.00	6	50	\$25,500.00
Operations Manager	1	\$75.00	6	50	\$22,500.00
Field Supervisor	1	\$49.00	6	60	\$17,640.00
Debris Site/ Tower Monitor	4	\$36.00	6	40	\$34,560.00
Senior Grant Management Consultant	1	\$135.00	12	20	\$32,400.00
Grant Management Consultant	1	\$110.00	12	50	\$66,000.00
Labor Sub-Total		Daily Rate			\$198,600.00
Per Diem	4	\$183.00	8		\$40,992.00
Rental Vehicles	4	\$65.00	8		\$14,560.00
Expense Sub-Total					\$55,552.00
Not-to-Exceed Total					\$254,152.00

Thompson developed a twelve (12) week NTE estimate at the request of the City. The staffing requirements are based on a needs assessment conducted by Thompson based on the City's current active debris removal programs and FEMA grant consulting program requirements. The budget anticipates 6 weeks of debris removal operations and reflects that 2 to 3 additional monitors may be required if the City procures additional debris removal contracts. To the extent that there are changes to the scope that are beyond TCS's control that impact or extend the estimated 12 week schedule or significantly increase the number of monitors that are required, TCS will immediately notify the City and work with the City in good faith to develop a revised NTE based on the hourly rates provided in our proposal.

On behalf of Thompson, our team would be honored to continue to serve as your disaster debris monitor and grant consulting service provider. Please contact me directly if you have any questions regarding this submittal.

Sincerely,

THOMPSON CONSULTING SERVICES



Nate Counsell

Vice President, Thompson Consulting Services

ncounsell@thompsoncs.net

407-619-2781

City of Hoboken

NON-CONFLICT OF INTEREST AFFIDAVIT FOR EVALUATORS

I, the undersigned, a member of the Evaluation Committee for Request for Proposal 12 – E2 for Disaster Debris Monitoring and Public Assistance Consulting Services will perform the evaluation under the guidelines, procedures and requirements in the evaluation plan.

In accordance with Local Government Ethics Law, N.J.S.A. 40A:9- 22.1 et seq., or the School Ethics Act, N.J.S.A. 18A:12-21 et seq. as appropriate. Any person with a conflict of interest related to the competitive contracting proposal shall not participate in the evaluation process.

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Name (print) Stephen D. Marks
Title (print) Assistant Business Administrator
Signature *Stephen D. Marks* 11/21/12

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY
PROFESSIONAL SERVICE CONTRACT AWARDED TO
BOSWELL ENGINEERING FOR DAMAGE ASSESSMENT
(ENGINEERING) IN THE WAKE OF HURRICANE SANDY IN
AN AMOUNT NOT TO EXCEED THIRTY THOUSAND
DOLLARS (\$30,000.00) FOR A SIX MONTH PERIOD TO
COMMENCE NOVEMBER 13, 2012**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with the City Engineer for professional services relating to damage assessment (engineering) resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to the City's General Engineer for services as engineer for emergent disaster assessment within the City following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Boswell Engineering for a total contract amount of Thirty Thousand Dollars (\$30,000.00), with a six (6) month term to commence on November 13, 2012; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 28, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all

documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Boswell Engineering
South Hackensack, New Jersey

Reviewed:

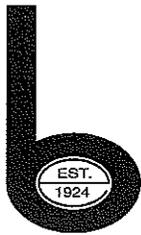
Approved as to form:

Quentin Wiest
Business Administrator

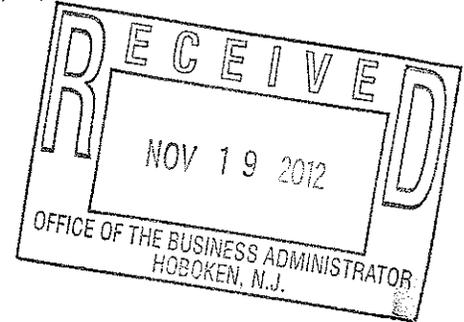
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: November 28, 2012

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



November 13, 2012



Mr. Quentin Wiest, CTA
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Proposal for Emergency Services Related to
Hurricane Sandy
94 Washington Street
City of Hoboken
Hudson County, New Jersey
Our File No. PR-12-4813

Dear Mr. Wiest:

In accordance with your request, Boswell McClave Engineering (Boswell) is pleased to submit the following proposal for professional engineering services for the above referenced project. This proposal confirms the scope of work which was discussed immediately after Hurricane Sandy, unfortunately as a result of the Hurricane Sandy, Boswell's offices were without power for over a week with power being restored as of November 9, 2012, hence the date of this proposal.

PURPOSE

Due to the widespread impact of Hurricane Sandy within the City of Hoboken, our office has provided and will continue to provide on-call services to assess the damage and assist with Federal Emergency Management Agency (FEMA) reimbursements. Our office has inspected various City buildings, properties and infrastructure impacted by the storm including but not limited to:

- Firehouse at Jefferson Street and Second Street (Headquarters)
- Firehouse at Observer Highway and Madison Street (Engine Company Number 1)
- Firehouse at Clinton Street and Eighth Street (Engine Company Number 4)
- Firehouse at 1313 Washington Street (Engine Company Number 3)
- Multi-Service Center at Grand Street and Second Street
- Central Garage/Department of Public Works facility at Willow Avenue and Observer Highway
- Pier C Park
- Various traffic signals, City-Wide

Assessments from these buildings and facilities have been summarized in a report that will be provided to the City.

In addition, our office has begun coordinating cleanup efforts and will continue to oversee these contracts at all affected buildings. We will also provide construction estimates, as needed, for the FEMA reimbursements and will assist in finalizing any documentation required.

FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed \$30,000. Given the emergent nature of the scope of work Boswell began undertaking the scope of work as of the afternoon of October 30, 2012 and said professional services will continue until proper procurement can be accomplished. Additional work above and beyond what is outlined in this proposal will be performed as authorized by the City of Hoboken. All extra work will be billed on the basis of our standard hourly rates in effect at the time the work is performed. Attached for your review are our current standard hourly rates which, as you will note are consistent with our rates charged on other prior, competitively procured contracts with the City of Hoboken.

ITEMS NOT INCLUDED IN ENGINEERING FEE

The following items are excluded from this proposal:

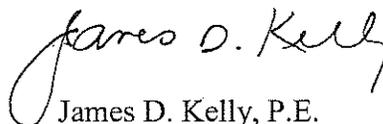
- 1 – Building and Environmental Permits
- 2 – Survey Work
- 3 – Plans and Specifications for Building Improvements

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the work.

We wish to thank you for this opportunity to offer our services. If you have any questions, please do not hesitate to contact Joseph Pomante, P.E., Rebecca Mejia, P.E., or me.

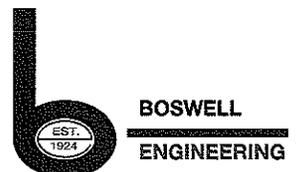
Very truly yours,

BOSWELL McCLAVE ENGINEERING


James D. Kelly, P.E.

JDK/REM/ajf

121112REMP1-r1.doc



BOSWELL ENGINEERING

Hourly Rate Schedule Year 2011

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$171.00
Project Engineer	\$163.00
Senior Engineer	\$155.00
Design Engineer	\$147.00
Technical Engineer	\$141.00
Engineer I	\$100.00
Resident Engineer	\$147.00
CAD Engineer	\$147.00
Draftsperson - Technician	\$125.00
Field Crew - Two-Person Team	\$225.00
Field Technician	\$60.00
Inspector	\$141.00
Survey Analyst	\$163.00
Draftsperson	\$125.00
CAD Operator	\$125.00
Environmental Specialist	\$163.00
Environmental Technician-II	\$141.00
Environmental Technician-I	\$134.00