Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : ____

A RESOLUTION TO AUTHORIZE T&M ASSOCIATES TO COMPLETE A CLASS II BIKE DESIGN AND ENGINEERING PLAN FOR WASHINGTON STREET

WHEREAS, Washington Street is a thriving commercial corridor and Hoboken's historic Main Street and primary retail destination; and,

WHEREAS, Washington Street has the highest pedestrian and vehicular crash rates in Hoboken and is considered the 14th most dangerous corridor in Hudson County by the North Jersey Transportation Planning Authority (NJTPA); and,

WHEREAS, over 300 total pedestrian, vehicular, and bicycle crashes have occurred on Washington Street between 2013 and 2015, which equates to more than four times the ~~expected~~ crash rate anticipated for a street with Washington Street's characteristics according to the Interactive Highway Safety Design Model (IHSDM); and,

WHEREAS, the RBA Group was hired by the City in 2013 to create a concept plan for enhancing the safety, economic vibrancy, and beauty of Washington Street which included a year-long planning and public outreach effort consisting of three public meetings, two meetings with senior citizens, additional meetings with the Historic Preservation Commission and NJ Transit, surveys with over 600 responses, and nearly two dozen stakeholder interviews; and,

WHEREAS, the Plan recommends pedestrian safety improvements, including pedestrian countdown timers at all traffic signals, new high-visibility crosswalks, new Americans with Disabilities Act (ADA)-compliant ramps, and curb extensions to reduce pedestrian crossing distances; and,

WHEREAS, the Plan recommends replacing substandard traffic signals with modernized, Federal Highway Administration (FHWA) compliant traffic signals that can be better synchronized, which is estimated to improve corridor travel times on Washington Street by 12%-15%; and,

WHEREAS, the Plan recommends infrastructure improvements, including milling and paving, replacement of a century-old water main, upgraded and brighter street lights, and installation of conduit that will serve as the backbone of a microgrid that ~~will~~ can provide electricity to critical facilities on Washington Street in the event of a blackout; and,

WHEREAS, the Plan recommends adding loading zones on each block of Washington Street to help accommodate deliveries and short term "in-and-out" trips into businesses along the corridor in a safe, legal, and orderly manner; and,

WHEREAS, the Plan recommends installation of an Emergency Vehicle Preemption (EVP) system, which is expected to improve emergency response times by synchronizing ~~syncing~~ with new traffic signals and Hoboken Fire Department apparatuses to provide green lights that clear the road of vehicles in advance of leaving the firehouse and then continuously while en route to the emergencies; and,

WHEREAS, the Plan recommends installation of green infrastructure, including curb extension rain gardens which will help beautify the corridor and improve stormwater retention capacity as part of the "Delay" strategy of Rebuild by Design; and,

WHEREAS, the Plan recommends the addition of ~~protected~~ bicycle facilities, which will remove the need for most bikes to ride on sidewalks on Washington Street by providing ~~physically~~ separated street space that will be safe and more comfortable for bicycle riders of all ages and abilities; and,

WHEREAS, bike lanes on Washington Street are recommended in the City's Bicycle and Pedestrian Master Plan, which was unanimously endorsed by City Council in 2010; and,

WHEREAS, City Council unanimously approved the City's Complete Streets Policy in 2010, which stated that "all new public street projects, both new construction and reconstruction undertaken by the City of Hoboken shall be designed and constructed as 'Complete Streets' whenever feasible to do so in order to safely accommodate travel by pedestrians, bicyclists, public transit, and motorized vehicles and their passengers"; and,

WHEREAS, the Washington Street Complete Street Redesign Plan has won awards from three separate professional organizations, including the American Council of Engineering Companies, NJ Future (planners), and American Society of Landscape Architects; and,

WHEREAS, the Washington Street Complete Street Redesign has received letters of support from 50 organizations, community groups, residents and elected officials, including the Hoboken Board of Education, Elysian Charter School, Hoboken Charter School, Hoboken Dual Language (Hola) Charter School, New Jersey Business & Industry Association, Hudson County Comprehensive Economic Development Strategy Group, Hoboken Chamber of Commerce, Hoboken Historic Preservation Commission, Stevens Institute of Technology, Hoboken Housing Authority, Carepoint Health, Jubliee Center, Hoboken Family Alliance, HOPES, Hoboken Rotary, NJ Alliance for Action, Bike Hoboken, Hoboken Girl Scout Troup 12402, NJ Chapter of the American Planning Association, NJ Transit, Port Authority, North Jersey Transportation Planning Authority (NJTPA), PSE&G, United Water (Suez), Rebuild by Design, New Jersey Mayors Association, Senators Robert Menendez and Cory Booker, Representative Albio Sires, NJDOT Commissioner Jamie Fox, NJDEP Commissioner Bob Martin, Senator Brian Stack, Assemblyman Raj Mukherji, Hudson County Executive Tom DeGise, Hudson County Freeholder Anthony Romano, NJ Bike & Walk Coalition, Tri-State Transportation Campaign, NJ Future, North Hudson Sewerage Authority, and more; and,

WHEREAS, all elements of the Plan are consistent with state and federal design standards, including the Federal Highway Administration's (FHWA) Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities (4th

Edition), NJ Department of Transportation's (NJDOT) Roadway Design Manual, the Institute of Transportation Engineers' (ITE) Designing Walkable Thoroughfares, and the National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Design Guide, which was unanimously approved by City Council in 2013 as the official design guides to be used by City transportation officials, planners, and engineers when designing and implementing bikeways within the City of Hoboken; and,

WHEREAS, T&M Associates was hired by the City in September 2015 to explore the feasibility of implementing all recommended components of the RBA concept plan and complete all final design engineering; and,

WHEREAS, ~~the citizens of Hoboken have expressed concern about the completion of Washington Street, the City proposes a flexible plan that could accommodate pedestrians, cars, and transit users, with no bike lanes or possibly be striped to include protected bike lanes at a later time; and,~~ certain citizens and business owners have expressed concern about aspects of the proposed Washington Street design, most notably the protected bike lanes, and thus the City Council proposes Class II bike lanes that could allow the City to move ahead with non-controversial aspects of the proposed design while still accommodating pedestrians, cars, bicyclists and transit users;and:

~~WHEREAS, the final decision on the striping plan could be adjusted to accommodate protected bike lanes during the construction process with support from the City Council; and,~~

WHEREAS, the Administration proposes a Phase I Plan focused on pedestrian safety and the implementation of parking strategies to create more legal parking spaces, including loading zones, expanded valet parking for the employees of businesses, more valet parking for visitors, and metered parking strategies; and,

WHEREAS, it is important to finalize a plan ~~the concrete hardscape~~ to meet funding deadlines with the New Jersey Environmental Infrastructure Trust (NJEIT); and,

WHEREAS, T&M Associates estimates that upon awarding a contract for construction, the project is expected to take between 12 and 18 months to be completed; and

WHEREAS, the City Council will work with the administration to implement strategies that could create more legal parking on Washington Street, including loading zones, an expanded valet parking program, launching a pay by plate/phone system, and changing the fee and time structure for metered parking.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council authorizes T&M Associates to move ahead with completing a Class II bike design and engineering ~~flexible design~~ plan which will include the followings elements:

A. Water Main Replacement- replacement of existing 6" and 12" water mains with 8" and 12" mains; replacement of all service connections up to the curb; relocation of fire hydrants from mid-block locations only where feasible in accordance with fire flow; traffic control and bypassing of the existing water main as necessary; associated repair of pavement.

WHEREAS the council wishes to preserve approximately 21 parking spaces from 8th Street moving north.

B. Drainage Improvements/Green Infrastructure: installation of 15 rain gardens (monitor-ready); drainage tie-ins (inlets and pipe); associated curb work for rain gardens within curb extensions.

C. Traffic Signals: complete upgrade of 15 traffic signals with battery backup and GPS installed, black powder coating; pedestrian pushbuttons (accessible pedestrian signals); Emergency preemption installed at each traffic signal and at the 13th Street Fire House.

D. Road Resurfacing: Mill and overlay of the roadway surface; Base repair.

E. ADA Compliant Curb Ramps: installation of ADA compliant curb ramps at ~~all~~ intersections; replacement of sidewalk necessary for water main service connections.

F. Remove Protected ~~all~~ Bike Lanes from Washington Street Design and add Class II Bike lanes; however, all concrete bump-outs and roadway elements shall be designed in a manner so that a future Class I bike lane could be installed without removal of concrete improvements.

on Washington Street, except for 8th Street moving north, where the plan shall include sharrows in lieu of Class II bike lanes in order to preserve parking in this area, which would ~~further~~ preserve back-in angled parking in a manner that preserves and increases parking to the greatest extent legally permissible.

G. Curb Extensions: curb extension islands at corners of intersections to shorten pedestrian crossing distances.

H. Crosswalks: removal of existing paver crosswalks; high visibility thermoplastic striped crosswalks painted.

I. Refurbishment of Existing Street Light Poles: replacement of all existing globe portion of light fixtures to 4,000 Kelvin LED.

J. Signage: installation of regulatory and wayfinding signage.

K. Microgrid: installation of concrete-encased conduit for future implementation of a microgrid to power critical facilities.

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
Council President Jen Giattino		✓		

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

Introduced by: Fisher
Seconded by: Russo

CITY OF HOBOKEN
RESOLUTION NO. _____

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and,

WHEREAS, Hoboken wishes to try and keep these programs alive, by way of the City's financial assistance and guarantee of the program for CY2016, at $15,590.25 per quarter with a credit of $11,339.00 for overpayments in CY2015 due to a miscalculation by NJRCOM, or $51,022.00 total to be paid in CY2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $51,022.00 is available in the following appropriation: $36,850.00 from 6-01-23-222-020 in the CY2016 temporary appropriations; and, upon final adoption of the CY2016 budget I will immediately certify the remaining $14,172.00 from 6-01-23-222-020; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed;

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council that, **subject to the adoption of like resolutions by all other municipalities in the NHRCM**, the City of Hoboken shall agree to contribute its proportionate share of the cost of the Meals on Wheels program; and,

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2015 shall be for Meals on Wheels and for Nutrition Supplement, **for a total contribution of $51,022.00 ($15,590.25/Quarter minus a $11,339.00 overpayment credit from CY2015)**; and,

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby

2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and,

WHEREAS, Hoboken wishes to try and keep these programs alive, by way of the City's financial assistance and guarantee of the program for CY2016, at $15,590.25 per quarter with a credit of $11,339.00 for overpayments in CY2015 due to a miscalculation by NJRCOM, or $51,022.00 total to be paid in CY2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $51,022.00 is available in the following appropriation 6-01-23-222-020 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed;

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council that, **subject to the adoption of like resolutions by all other municipalities in the NHRCM**, the City of Hoboken shall agree to contribute its proportionate share of the cost of the Meals on Wheels program; and,

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2015 shall be for Meals on Wheels and for Nutrition Supplement, **for a total contribution of $51,022.00 ($15,590.25/Quarter minus a $11,339.00 overpayment credit from CY2015)**; and,

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute, attest, seal and deliver such documents as are necessary and appropriate to carry out the purposes and intent of this Resolution, in form satisfactory to the Corporation

Counsel; and,

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

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
President Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

6-01-23-222-000
$36,850.00

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38TH Street Rm. 216
UNION CITY, N.J. 07087
Phone: 201-866-5815 Fax 201-866-5005

Executive Director
Dr. Nicholas J. Cicco

Chairman
Mayor Gerald R. Drasheff

February 8 , 2016

Mr. Al Dineros
Purchasing Agent
Hoboken Town Hall
94 Washington Street
Hoboken, N.J. 07030

Dear Mr. Dineros,

This is to request Local Match Shares for FY-2016 for operation of the Senior Nutrition, Meals-On-Wheels Program and, Nutrition Supplement in the amount of $62,361 ($15,590.25 per qtr.) for 1st Quarter (Jan., Feb., March).

Thank you.

Yours truly,

Theresa Altamura
Project Director
Senior Nutrition Pgm.

TA/tra

Overpaid $11,339.00

Owe 4,257.25
1 Qtr

~FAX COVER SHEET~

DATE: 2/8/16

TO: Al

FROM: Terry Droth Hudson Regional Council of Mayors

NUMBER OF PAGES INCLUDING THIS TRANSMITTAL COVER SHEET: _____. IF ANY OF THIS TRANSMISSION IS MISSING/UNCLEAR PLEASE NOTIFY US A.S.A.P.

◊ URGENT ◊ REPLY ASAP ◊ CONFIRM RECEIPT
◊ PLEASE COMMENT ◊ FOR YOUR REVIEW

RE:

Hi Al I'm sending you corrected letter for 1st quarter payment, its $15,590.75

I'm faxing you local match 2015 so you can see overpayment your payment for 2015 should have been.

$62,361

$not 73,700

NORTH HUDSON
REGIONAL COUNCIL OF MAYORS
400 38th Street, Rm. 216
Union City, New Jersey 07087

Fax # 201 866-5005

Receiving Fax # 201 420 2009

Vendor: 02074 NORTH HUDSON REGIONAL COUNCIL
PO: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB 18,425.

Check Date: 03/05/15 Check Amount: $*****18,425.

ITY OF HOBOKEN * GENERAL FUND No. 206109

REFERENCE/DESCRIPTION	NET AMOUN

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

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Investors 24 Hour Service, 1-800-444-4466

No. 206109

55-7203/

GENERAL FUND	DATE	CHECK NO.	AMOUNT
	03/05/15	206109	$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

TO THE ORDER OF
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈206109⑈ ⑆221272036⑆ 2059900762⑈

dor: 02074 NORTH HUDSON REGIONAL COUNCIL
: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB 18,425.00

Check Date: 04/16/15 Check Amount: $*****18,425.00

OF HOBOKEN - GENERAL FUND No. 206557

REFERENCE/DESCRIPTION	NET AMOUNT

DETACH BEFORE DEPOSITING

DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A COPY

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

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Investors 24 Hour Service, 1-888-444-4466

No. 206557
55-7203/2212

GENERAL FUND

DATE	CHECK NO.	AMOUNT
04/16/15	206557	$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

THE ORDER OF

NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈206557⑈ ⑆221272031⑆ 2059900762⑈

Check Date: 12/17/15 Check Amount: $*****36,850

CITY OF HOBOKEN - GENERAL FUND No. 208124

REFERENCE/DESCRIPTION	NET AMOUN
3rd + 4th quarter	

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4565
GENERAL FUND

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Investors 24 Hour Service, 1-888-444-4466

No. 208124
65-7203/2

DATE	CHECK NO.	AMOUNT
12/17/15	208124	$*****36,850.00

Thirty Six Thousand Eight Hundred Fifty AND 00/100 Dollars

TO THE ORDER OF
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈208124⑈ ⑆221272031⑆ 2059900762⑈

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-01-23-222-020 No Hudson Reg Coun of Mayors	Encumbrance	CFO Cert for meeting 02/17/2016 Meals	36,850.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	36,850.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	36,850.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	36,850.00
Total:	1	36,850.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	36,850.00

Batch: GDS Updated Entries: 1 Updated Amount: 36,850.00 Ref Num: 3999

Introduced by: _____
Seconded by: _____ 3

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH VICTOR AFANADOR, ESQ. OF LITE DEPALMA AS SPECIAL LEGAL COUNSEL- RENT CONTROL LITIGATION COUNSEL FOR THE CONTINUATION OF OUTSTANDING CY2014 AND CY2015 MATTERS TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT

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

WHEREAS, the City of Hoboken previously awarded a contract to **Lite DePalma** for the services of Victor Afanador, Esq., for legal services related to CY2014 and CY2015 Rent Control Litigation, and the City now wishes to extend that contract term for purposes of continuation of those matters without increasing the not to exceed amount (there is $63,000.00 remaining appropriated from the original NTE amount of $141,500.00 as of 2/1/2015); and,

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

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

NOW THEREFORE, BE IT RESOLVED, (*a majority of the full council concurring*) that the contract with **Lite DePalma** to represent the City as Special Legal Counsel- Rent Control Litigation Counsel be extended for both outstanding CY2014 and CY2015 matters, for a term to expire December 31, 2016, with no change in the not to exceed amount; and

BE IT FURTHER RESOLVED, the contract shall include all the terms of the original contract and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

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

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

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

Meeting date: February 17, 2016

Approved as to Content:

Quentin Wiest
Business Administrator

Approved as to Form:

Alysia Proko, Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

5

SPONSORED:
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION TO APPROVE THE PAYMENT OF THE REMAINING OUTSTANDING AMOUNT OF THE JUDGMENT BALANCE FOR BLOCK 12, IN THE MATTER KNOWN AS CITY OF HOBOKEN V. PONTE, HUD-L-4095-12, IN ACCORDANCE WITH THE JUDGMENT, FROM THE MUNICIPAL OPEN SPACE TRUST FUND, IN THE REMAINING OUTSTANDING AMOUNT OF $1,546,000.00

WHEREAS, the City of Hoboken is currently involved in the matter known as City of Hoboken v. Ponte, HUD-L-4095-12 regarding Block 12; and,

WHEREAS, the Court has entered a judgment in the amount of $4,483,000.00, of which the City previously paid $2,937,000.00 as the down payment, leaving a judgment balance of $1,546,000.00; and,

WHEREAS, the City seeks to pay the judgment balance from the City's Municipal Open Space Trust Fund, T-26-56-850-851, which is proper under such circumstances since the judgment is for condemnation and acquisition of the property known as Block 12 by the City, and funds to cover the judgment balance are available in said Trust.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council consents to the payment of the judgment balance, $1,546,000.00, by the Administration from the Municipal Open Space Trust Fund, T-26-56-850-851, and consents to all action taken by the Administration in accordance with the terms of said judgment, including without limitation final payment of the judgment amount from the City's aforementioned funds without contest or the need for a separate claim approval.

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Meeting Date: February 17, 2016

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Interim Corporation Counsel Jessica Proko, Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

6

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO FACILITY DUDE FOR CY2016 FACILITY MAINTENANCE SOFTWARE TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 – FEBRUARY 17, 2017) WITH A NOT TO EXCEED AMOUNT OF THIRTY FOUR THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND FIFTY SIX CENTS ($34,466.56)

WHEREAS, goods and service to the City for facility maintenance software and related consulting is proprietary in nature; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed $17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, February 17, 2017; and

WHEREAS, the City now seeks to contract with Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed $34,466.56 per their two attached proposals; and

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

WHEREAS, Facility Dude has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $34,466.56.00 is available in the following appropriations: $5841.00 from 6-31-55-713-003, $5841.00 from 6-01-28-377-022, and $22,784.56 from 6-01-31-461-000 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed $34,466.56 per their two attached proposals.

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

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

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and

Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

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

Bill Herzog
Facility Dude
bill.herzog@facilitydude.com
(919) 674-8778 - office
(440) 221-5563 – mobile

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

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

FEB 17 2016

CITY CLERK

5841
$3894 ~~$4940.50~~ 6-31-55-713-003
11 11 6-01-28-377-022
~~6-01-20-112-022~~

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

6-01-31-461-000
$22,784.56

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO FACILITY DUDE FOR CY2016 FACILITY MAINTENANCE SOFTWARE TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 – FEBRUARY 17, 2017) WITH A NOT TO EXCEED AMOUNT OF THIRTY FOUR THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND FIFTY SIX CENTS ($34,466.56)

WHEREAS, goods and service to the City for facility maintenance software and related consulting is proprietary in nature; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed $17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, February 17, 2017; and

WHEREAS, the City now seeks to contract with Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed $34,466.56 per their two attached proposals; and

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

WHEREAS, Facility Dude has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $34,466.56.00 is available in the following appropriations: 6-01-28-377-021 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: [signature] **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a contract with Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed $34,466.56 per their two attached proposals.

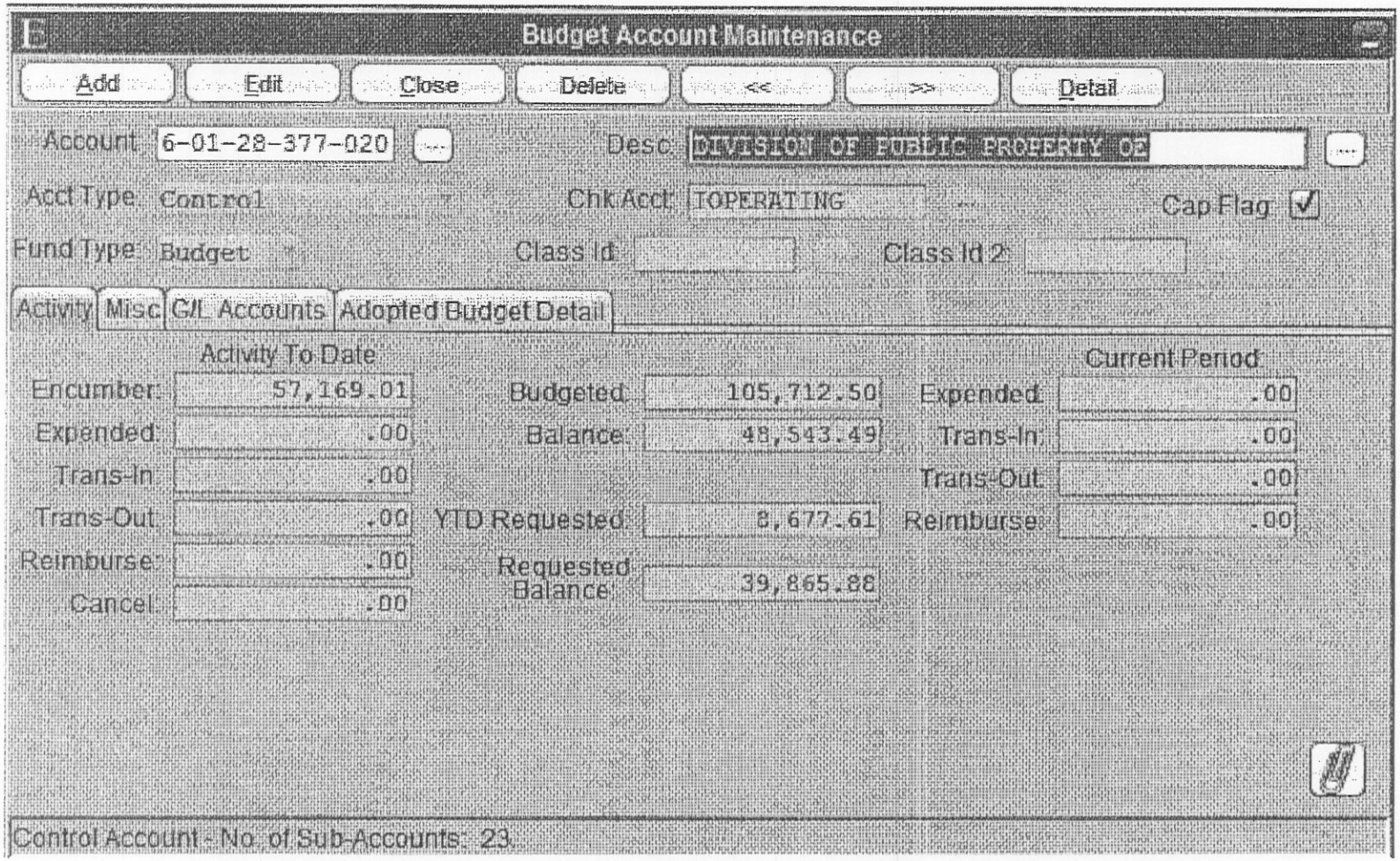
BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds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

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

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

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

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


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account 6-01-28-377-020
Desc DIVISION OF PUBLIC PROPERTY 02
Acct Type Control
Chk Acct IOPERATING
Cap Flag
Fund Type Budget
Class Id
Class Id 2
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date
Encumber 57,169.01
Expended .00
Trans-In .00
Trans-Out .00
Reimburse .00
Cancel .00
Budgeted 105,712.50
Balance 48,543.49
YTD Requested 8,677.61
Requested Balance 39,865.88
Current Period
Expended .00
Trans-In .00
Trans-Out .00
Reimburse .00
Control Account - No. of Sub-Accounts: 23

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-31-55-713-003 713 Computers & Technology	Encumbrance	CFO Cert for meeting 02/17/2016 Facility	5,841.00	1
6-01-28-377-022 Subscription & Publication-Public Proper	Encumbrance	CFO Cert for meeting 02/17/2016 Facility	5,841.00	2
6-01-31-461-000 Engineering	Encumbrance	CFO Cert for meeting 02/17/2016 Facility	22,784.56	3

WARNING: This account would have a negative balance: 6-01-28-377-022. Balance would be: 5,841.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	28,625.56
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	5,841.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	34,466.56

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	3	34,466.56
Total:	3	34,466.56

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	3	34,466.56

Batch: GDS Updated Entries: 3 Updated Amount: 34,466.56 Ref Num: 4002

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: January 13, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: **DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD**

Contract For: Online Facility Maintenance Software

Contract to be awarded to: Facility Dude.com

Contract Period: One Year

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed $17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By _____
AL B. Dineros, QPA, City of Hoboken

Certified Date: 1/14/2016

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

FORM TEMPLATE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Dude Solutions, Inc. dba FacilityDude.com		
Address:	11000 Regency Pkwy, Ste. 110		
City:	Cary	State: NC	Zip: 27518

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Brian Carter	VP of Sales

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$ -
	N/A		

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

N/A

☐ Check here if the information is continued on subsequent page(s)

Political Contribution Disclosure Form

Part II – City of Hoboken Disclosure List

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	$300.00	One year before contract execution through One year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	$300.00	One year before contract execution through One year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	$500.00	One year before contract execution through One year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	$300.00	One year before contract execution through One year after contract completion
Any Hudson County political committee	$500.00	One year before contract execution through One year after contract completion
Any Hudson County political party committee	$500.00	One year before contract execution through One year after contract completion
Any Hoboken political committee	$300.00	One year before contract execution through One year after contract completion
Any Hoboken political party committee	$300.00	One year before contract execution through One year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	$500.00	One year before contract execution through One year after contract completion
Combined Total of All Contributions Regulated (above)	$2500.00	One year before contract execution through One year after contract completion

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Dude Solutions, Inc. dba FacilityDude.com

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kent Hudson Home Address: 11000 Regency Pkwy., Ste. 110, Cary, NC 27518	Name: R. Lee Prevost Home Address: 11000 Regency Pkwy., Ste. 110, Cary, NC 27518
Name: Warburg Pincus Home Address: 450 Lexington Ave. NY, NY 10017	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15th day of January, 2016

(Notary Public) Delina M. Millsaps

My Commission expires: 4/9/16

DELINA M. MILLSAPS Notary Public Chatham County NORTH CAROLINA

(Affiant)

Brian Carter VP of Sales

(Print name & title of affiant)

(Corporate Seal)

FACILITY DUDE®

11/14/2014

Quentin Wiest
City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

Dear Quentin,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other affordable online solutions that are built exclusively for organizations just like City of Hoboken. Pricing is based on your total population.

Total Population: 50,005

Item	Term	Investment
MaintenanceEdge	Annual	$11,682.00
MaintenanceEdge - Quick Start	One Time	$3,139.50

Total Initial Investment Starting January 1, 2015 (Including November and December 2014):	**$14,821.50**

Beginning January 1, 2016 the annual renewal amount is: **$11,682.00***

*Beginning January 1, 2016 the Terms and Conditions agreed upon as part of the proposal dated January 11, 2016 shall govern the continued use and access of MaintenanceEdge.

1/11/2016

Quentin Wiest
City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

Dear Quentin,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other online solutions that are built exclusively for organizations just like yours. Pricing is based on the total square footage of your facility as well as the level of detail of the assessment.

Item	Term	Investment
Capital Forecast	Annual	$3,980.00
Capital Forecast QuickStart	One Time	$2,300.00
Equipment Inventory Data Collection & Facility Condition Assessment with Report (For MaintenanceEdge & Capital Forecast)	One Time	$15,235.00
EMG Planned Maintenance Schedule	One Time	$1,269.56
		$22,784.56

Annual Renewal for Capital Forecast $3,980.00

Scope of Work: Equipment Inventory Data Collection & Facility Condition Assessment

The following is meant to provide details on deliverables that FacilityDude will provide on assignments in partnership with EMG. The condition assessment will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions
- Digital photos of key components and deficiencies as an Appendix in the narrative
- 20 year capital Reserve table with systems and component replacement costs and dates
- Populate systems level detail into FacilityDude Capital Forecast application
- Populate major equipment level detail into FacilityDude MaintenanceEdge application

The purpose of the partnership facility condition assessment is to assess the facilities based on the following scope, provide collected data for import into FacilityDude's MaintenanceEdge and Capital Forecast tools and provide narratives that summarize assessment observations and comments.

A. Condition Assessment and Asset Inventory

The FD-Capital Forecast field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems.

FacilityDude's partner EMG will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
    - Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report will be prepared.
    - Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, parks assets, fire stations…)
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, FacilityDude's partner EMG will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

1) Heating System

Identify boilers, furnaces, and major labeled equipment.

2) Ventilation System

Identify the ventilation systems at the property and assess its overall condition.

3) Air Conditioning System

Identify the material air-conditioning components, including cooling towers, chillers, and major labeled equipment. Excluded are window units, terminal units, above ceiling equipment, thermostatic controls.

4) Roofing System

EMG will identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.

5) Electrical System

Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators and main distribution panels. Excluded are step down transformers.

6) Plumbing

Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).

7) Vertical Transportation

Identify the existing vertical transportation equipment and provide an overall assessment. EMG will detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.

8) Building Envelope

Identify the material elements of the building exterior, to include walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.

9) Structural Components

Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaking.

10) Site Paving

Observe and evaluate the site paving components including paving, curbs, drains and sidewalks.

11) Commercial Kitchen

- Major equipment (above approximately $2000 value)
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers
  - Dishwashers
  - Fryers

12) Life Safety/Security

- High Level (system level) -for identification to track maintenance
  - Alarm Panels
  - Emergency Generators
  - Exhaust hood fire suppression

NOTE TO HEALTHCARE CLIENTS: The level of data collection provided in this service provides much of what is required under current Joint Commission guidelines, but it DOES NOT provide complete Joint Commission Utility System Compliance.

B. Evaluation–

At the conclusion of the assessment(s), FacilityDude will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. EMG shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

C. Cost Estimating–

Each single building report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

FacilityDude's partner EMG uses the Uniformat system and the RS Means model for cost estimating. EMG maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published RS Means' models.

D. Building Systems Equipment Inventory – populate FacilityDude Capital Forecast and MaintenanceEdge tools

An asset survey of major building systems will be conducted for the purpose of noting remaining useful life of major building equipment. A complete equipment inventory for each system will be recorded with information populated to Capital Forecast including:

- Building name
- System name (classification)
- Subsystem name (type)
- Component name (description)
- Unit of measure
- Quantity
- Asset tag number
- Manufacturer
- Model
- Serial Number
- Date put in service (if available)
- Condition
- Remaining useful life
- Replacement cost
- Notes

PM Schedule Creation: Delivered through DudeSolution's Certified Partner: EMG Corp

Confirm the asset inventory collected:

- The asset inventory collected will be reviewed with your staff and then imported into your Dude maintenance solution

PM Schedule Gathering

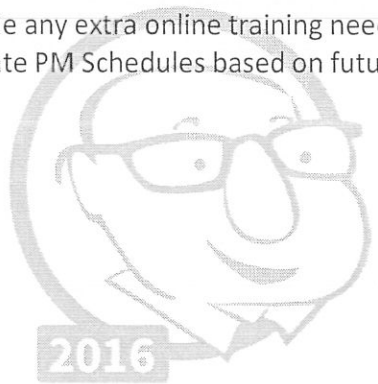
- EMG Corp will review PM Task Check-Off Lists with client
- PM Schedules will be generated off the asset inventory collected by EMG Corp based on classifications and types at client's various locations
- Client will provide technicians or contractors in system that PM Schedules should be linked to and confirm the frequency and start date for PM Schedules
- EMG will provide a list of PM Schedules via Excel file for client to confirm the load balancing for maintenance staff

PM Schedule Creation

- Following above activity, PM Schedules will be imported into clients Dude solution
- ***Maximum PM Schedules Created = up to 35 per building**

PM Training

- The Dude will provide any extra online training needed for client staff to run reports and to update PM Schedules based on future needs.



Terms of Service:

- Proposal has been prepared for City of Hoboken.
- Proposal is valid for 30 days.

- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 45 days.
- City of Hoboken maintains it is exempt from sales tax. A copy of your Tax Exemption Certificate must be sent to accounting@facilitydude.com. FacilityDude must include sales tax on invoices unless this document is on file.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Services will be scheduled upon written acceptance of the terms and conditions of the proposal.
- Pricing is based on FacilityDude having at least 1 months' notice for booking service for travel and living reservations.
- Typical service dates are scheduled 8 to 10 weeks in advance.
- Service dates are scheduled Monday-Friday. Federal, state and local holidays exempted.
- A service day is defined as up to 8 hours per day.
- Escort to be provided during onsite visit, particularly for access to locked and hidden areas.
- If a service day is rescheduled or cancelled by City of Hoboken., then City of Hoboken is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Dude Solutions maintains the necessary liability insurance for their products and services. Proof of insurance shall be provided as an attachment to the executed agreement between the parties prior to work commencing.
- Although the terms of this document control, all other conditions of use can be found in the attached Terms of Use document.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

BILL HERZOG	1/11/2016
Representative Name	*Date*

ACCEPTED BY:

Customer Signature	*Date*
Print Name	*Position*

Please address the purchase order to:
FacilityDude.com
11000 Regency Parkway #110
Cary, NC 27518
***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or sales@facilitydude.com.**

FacilityDude Agreement

Modified Terms of Use

Prepared for
City of Hoboken

February 10, 2016

These Terms of Use (together with all other documents incorporated by reference, in each case as amended from time to time, this "Agreement") is the legal and binding instrument by and between you and FacilityDude.com and shall govern your access and use of the Service, including access to the system, data transmission, access and storage. YOUR REGISTRATION FOR, OR USE OF, THE SERVICE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THIS AGREEMENT, WHETHER YOU PURCHASE DIRECTLY, THROUGH ONE OF OUR OTHER DISTRIBUTION CHANNELS OR WHETHER IT IS INCLUDED AS PART OF A SERVICE CONTRACT BY A THIRD PARTY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT COMPLETE YOUR REGISTRATION AND YOU MAY NOT ACCESS OR USE THE SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE A COPY OF IT.

Price and Payment

You will pay or your third party agreement party shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. FacilityDude.com must be provided with a valid credit card or purchase order information as a condition to signing up for the Service, except for trial periods which allow you to try the service for a limited time after which FacilityDude.com must be provided with a valid credit card or purchase order information as a condition for continued service. You or your third party must also report and pay any applicable taxes to the appropriate governmental agency. Purchase orders may be subject to credit approval. We maintain the right to escalate our service fees upon client renewal.

Charges

FacilityDude.com will automatically renew and bill your credit card or issue an invoice to you or your third party paying for the service as follows: (a) every year for annual subscriptions, or (b) upon the commencement of the annual term and then at each subsequent anniversary of that initial term for continuous annual subscriptions, or (c) monthly invoicing or charges if payment terms are set up on a monthly billing program. The renewal charge shall be equal to the then current pricing schedule which is based on your number of facilities and/or your total square footage, unless FacilityDude.com notifies you in advance to the contrary. You will have 30 days after the date that any renewal fee is posted to notify FacilityDude.com that you wish to cancel your subscription, effective on receipt of such notification. All invoices shall be due and payable within 45 days after the invoice date.

Non-Payment

If timely payment is not received or cannot be charged to a valid credit card for any reason, FacilityDude.com reserves the right to either suspend or terminate your access to the Service and account and terminate this Agreement. If FacilityDude.com receives a cancellation notice from you, you will be obligated to pay balance due on your account. You agree that FacilityDude.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Non-Transferable Membership

FacilityDude.com and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Service (the "Content") solely for your own internal business purposes. All rights not expressly granted by FacilityDude.com to you are retained.

Restrictions

You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your business's sole use. Unauthorized use of the Service, or the resale of the Service, is expressly prohibited, unless other legal arrangements have been negotiated. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party.

The Service may also contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. You agree that when using a Communication Service, you shall not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

FacilityDude.com has no obligation to monitor the Communication Services. However, FacilityDude.com reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. FacilityDude.com reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Third Party Interaction

In your use of the Service, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. FacilityDude.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. FacilityDude.com maintains the right to offer advertisements on certain pages of the system.

Links to Third Party Sites

FacilityDude.com does not endorse any sites on the Internet which are linked through the Service. FacilityDude.com is providing these links to you only as a matter of convenience, and in no event shall FacilityDude.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts

A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with FacilityDude.com. To open a user account, you, your company or your third party providing the service must complete the registration process by providing FacilityDude.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you and your company's users agree to submit accurate, current and complete information about you and your organization, and promptly update such information. Should FacilityDude.com suspect that such information is untrue, inaccurate, not current or incomplete, FacilityDude.com has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service.

User Responsibilities

You are also solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify FacilityDude.com immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. FacilityDude.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by FacilityDude.com, or any transactions entered into through the Service or failure to abide by this Agreement.

Account Information and Data

FacilityDude.com does not own any data, information or material that you submit to the Service ("Data"), unless we specifically tell you otherwise before you submit it. FacilityDude.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that FacilityDude.com does provide statistical information such as usage, average costs or time values, or user traffic patterns in aggregate form to third parties or to service subscribers, but such information will not include personally identifying information about you or your organization. FacilityDude.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You and/or your third party service provider, not FacilityDude.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and FacilityDude.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. For more information, please refer to FacilityDude.com's online privacy policy below.

Use, Storage and Other Limitations

FacilityDude.com reserves the right to modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service,

the maximum disk space that will be allotted on FacilityDude.com's servers on your behalf. In the event of such modification, FacilityDude shall provide 30 days' advance notice of such modifications in writing. If you do not agree to such modifications, you may terminate this Agreement without penalty. You shall have access and download the data you input into the service for a period of no less than 30 days after input.

Termination

FacilityDude.com, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user membership upon notice to FacilityDude.com at any time. Upon termination, you will be granted a refund of any prepaid charges for the remaining term of your subscription starting within one month of our receipt of your notice less 20% of the prepaid balance. FacilityDude.com shall make available a file of Licensee's data, unless this service is provided by a third party as part of their service to you, in such case the Licensee's data shall be made available to such third party and FacilityDude.com will have no legal responsibility for such data to be provided to you. Licensee must make such request at the notification of termination to receive such file within (30) days of termination. In addition, FacilityDude.com may terminate a free account if you do not first log-on within 30 days after registration or 90 days since your last log-on. Upon termination of an account, your right to use such account and the Service immediately ceases. FacilityDude.com shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

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Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Service previously. FacilityDude.com uses a persistent cookie to help save and retrieve usernames used on the Service. FacilityDude.com issues a session cookie only to record encrypted authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

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Indemnification

You shall indemnify and hold FacilityDude.com, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties

FACILITYDUDE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. FACILITYDUDE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FACILITYDUDE.COM AND ITS LICENSORS.

Limitation of Liability

IN NO EVENT SHALL FACILITYDUDE.COM'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL FACILITYDUDE.COM AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF FACILITYDUDE.COM OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL FACILITYDUDE.COM'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

CLIENT AGREES THAT FACILITYDUDE'S APPLICATIONS, INCLUDING WITHOUT LIMITATION ITS "CRISIS PLAN" APPLICATION ("CP"), ARE DOCUMENTATION TOOLS ONLY, AND THAT THE APPLICATIONS ARE NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. WITHOUT LIMITING THE FOREGOING, CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN CP, (2) ENSURING THAT CLIENT'S EMPLOYEES, CONTRACTORS AND OTHER

PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN CP, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. FACILITYDUDE SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OF CP FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Local Laws and Export Control

FacilityDude.com controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. FacilityDude.com makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Submissions

FacilityDude.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to FacilityDude.com free of charge. FacilityDude.com may use such Submissions as it deems appropriate in its sole discretion.

Notice

FacilityDude.com may give notice by means of electronic mail to your e-mail address on record in FacilityDude.com's account information, or by written communication sent by first class mail to your address on record in FacilityDude.com's account information. You may give notice to FacilityDude.com (such notice shall be deemed given when received by FacilityDude.com) at any time by any of the following: electronic mail to sales@facilitydude.com; letter sent by confirmed facsimile to FacilityDude.com at the following fax number: 919-459-3107; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FacilityDude.com at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 110, Cary, NC 27518.

Modification to Terms

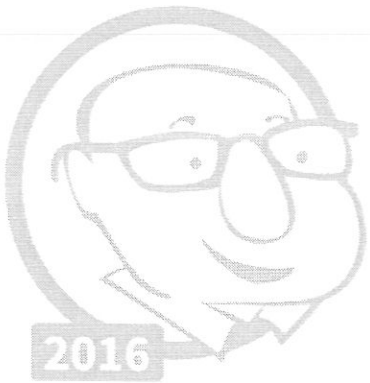
FacilityDude.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time by providing 30 days' written notice prior to any modification. If you do not agree to such changes you may terminate the Agreement without penalty. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Beneficiaries

No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

General

This Agreement will be governed by New Jersey law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in New Jersey. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and FacilityDude.com as a result of this agreement or use of the Service. The failure of FacilityDude.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FacilityDude.com in writing. This Agreement comprises the entire agreement between you and FacilityDude.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.



7

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION, INC. FOR THE PROVISIONS OF IMPROVEMENTS TO JEFFERSON STREET IN ACCORDANCE WITH THE CITY'S BID NO. 16-04 IN THE TOTAL NOT TO EXCEED AMOUNT OF $102,552.22

WHEREAS, bids were received for Improvements to Jefferson Street project, as specified in Bid Number 16 - 04; and,

WHEREAS, Seven (7) bids were received, the lowest three (3) being:

VENDOR	TOTAL BASE BID
1. Reggio Construction, Inc. 1575 West Street, Fort Lee, NJ 07024	$102,552.22
2. American Asphalt & Milling 96 Midland Avenue Kearney, NJ 07032	$104,023.35
3. Mark Paving Co., Inc. 77 Cutlers Dock Road Woodbridge, NJ 07095	$137,654.65

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 04, and Reggio Construction, Inc. submitted the lowest, responsible, and responsive bid in the amount of $102,552.22; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $102,552.22 is available from C-04-60-714-210 in the 2016 temporary appropriations; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

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

A. This resolution awards a contract to Reggio Construction, Inc. for Bid No. 16 - 04, in the total amount of One Hundred Two Thousand Five Hundred Fifty two Dollars and Twenty Two Cents ($102,552.22) for Improvements to Jefferson Street Project ; and

said contract shall be to Reggio Construction, Inc in accordance with the specifications as set forth in Bid No. 16 - 04.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.

D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko, Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher				
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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

FEB 17 2016

CITY CLERK

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 Z299 $1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO Cert for Meeting 02/17/2016 Reggio	102,552.22	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	102,552.22
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	102,552.22

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	102,552.22
Total:	1	102,552.22

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	102,552.22

Batch: GDS Updated Entries: 1 Updated Amount: 102,552.22 Ref Num: 3994

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: February 10, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Recommendation to Award the Contract for Bid 16 - 04 – Improvements to Jefferson Street Project

Reference: (a) Memorandum from Boswell McClave Engineering – Feb 10, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the documents submitted by the three (3) lowest bidders and I fully concurred with the recommendations from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is not to exceed **$102,552.22**. The vendor will be:

1. Reggio Construction, Inc.
   1575 West Street,
   Fort Lee, NJ 07024

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

February 9, 2016

Stephen D. Marks, P.P. AICP
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Improvements to Jefferson Street
Bid No. 15-26
City of Hoboken
Hudson County, New Jersey
Our File No. HO-504

Dear Mr. Marks:

On February 4, 2016, the City of Hoboken (City) received seven (7) bids for the *Improvements to Jefferson Street* project. As you are aware the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the three (3) lowest bids:

Bidder	**Bid Amount**	
Reggio Construction, Inc. 1575 West Street Fort Lee, New Jersey 07024	$102,552.22	Total Bid Price
American Asphalt & Milling Services, LLC 96 Midland Avenue Kearney, New Jersey 07032	$104,023.35	Total Bid Price
Mark Paving Co., Inc. 77 Cutters Dock Road Woodbridge, New Jersey 07095	$137,654.65	Total Bid Price

The remaining four (4) bidders submitted total bid prices ranging from $138,813.95 to $158,775.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Reggio Construction, Inc.

1. Reggio Construction, Inc. appears to have a complete submission.

American Asphalt & Milling Services, LLC

1. American Asphalt & Milling Services, LLC appears to have a complete submission.

Mark Paving Co., Inc.

1. Mark Paving Co., Inc. omitted the Iran Disclosure Form, Item No. 24 of the Mandatory Forms To Be Submitted With Bids..

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Bid Price for this project. Therefore, Boswell recommends that this contract be awarded to Reggio Construction, Inc. in the amount of $ 102,552.22.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/s
Attachments
cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160209_JAPL1 Bid Recommendation.doc

BOSWELL ENGINEERING

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY ENVIRONMENTAL ENGINEERING SERVICES FOR THE HISTORIC ASPECTS OF THE WASHINGTON STREET REDESIGN IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500.00) FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017

WHEREAS, the City of Hoboken published RFP's for general municipal engineering, and related services, including environmental engineering services; and,

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that Excel Environmental qualified as a pool LSRP firm to provide the City with the most effective and efficient City engineering (including environmental) services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Excel Environmental for the City's environmental engineering services for **Historic Aspects of the Washington Street Redesign project** for a total contract amount of Seventeen Thousand Five Hundred Dollars ($17,500.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, in accordance with the present proposal of Excel Environmental as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal; 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 appropriation** $8750 to C-04-60-715-120 and $8750 to C-04-60-715-122; **and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for the City's environmental engineering services for Historic Aspects of the Washington Street Redesign project for a total contract amount of Seventeen Thousand Five Hundred Dollars ($17,500.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, in accordance with the present proposal of Excel Environmental as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Excel Environmental' s responsive 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:

Excel Environmental
111 North Center Drive
North Brunswick, NJ 08902

Meeting Date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Alysia Prokop, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-120 Z360 Wash St Water Mains Soft Cost	Encumbrance	CFO cert for meeting 02/17/2016 Excel	8,750.00	1
C-04-60-715-122 Z360 Drainage & Infrastructure Soft Cost	Encumbrance	CFO cert for meeting 02/17/2016 Excel	8,750.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	17,500.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	17,500.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	17,500.00
Total:	2	17,500.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	17,500.00

Batch: GDS Updated Entries: 2 Updated Amount: 17,500.00 Ref Num: 3995

EXCEL
Environmental
Resources, Inc.

Solving Environmental Problems
& Creating Redevelopment Opportunities

February 10, 2016

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

RE: Proposal for Historic Context Compliance, Cultural Resources
Washington Street Redesign Project
City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P12842

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for Historic Context Compliance in connection with the finding of a Stage 1A Cultural Resources Survey conducted by RGA, Inc. (RGA) dated September 2015. To complete the scope of services, Excel will subcontract the services of RGA. This proposed scope of work is based on comments received by the City of Hoboken from NJDEP's Cultural Resources Unit in their letter dated October 29, 2015. The NJDEP letter recommends the following:

1. Provide a copy of the soil boring logs for the water main project to the Department when they are available, and we will review them to determine if additional archaeological investigation is required.

2. We recommend that the services of an architectural historian be retained to assist in designing the stormwater project components so as to be compatible with the historic districts, which will make it more likely to achieve a determination of No Adverse Effect.

3. Determine if the stormwater project will extend to within the boundaries of the Eldorado and 1202, 1204, 1206 Historic District. If it does, an Application for Project Authorization must be submitted to the NJ Historic Preservation Office.

The following scope of work is designed to address the NJDEP recommendations.

SCOPE OF SERVICES

1.0 Historic Context Compliance:

Excel and RGA are pleased to submit this proposal for reviewing Hoboken's proposed "Complete Street" plan. The purpose of the project will be to determine whether the proposed plan meets the U.S. Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) and to submit design mitigation recommendations should any planned changes not meet the Secretary's Standards. If necessary, RGA will call on the landscape design expertise of Glackin Thomas Panzak, Inc., Land Planning and Landscape Architects, to recommend specific changes based on the RGA review. RGA staff will work closely with the New Jersey State Historic Preservation Office (NJHPO) and if required, the National Park Service. The NJHPO will ultimately approve the design. The Principal Historic Preservation Planner preparing this report will meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (36 CFR Part 61).

RGA recognizes that the City, various stakeholders, and the City's consultant, The RBA Group, have worked at great lengths to develop the "Complete Street" plan. Existing conditions – the historic streetscape – undoubtedly played a major role in the design program. More recently, the City has retained T&M Associates to prepare the detailed design plan for this project. As such, RGA will work with the City and T&M staff to understand the design program, and how the City's various historic districts and eligible historic districts factor into the design scheme. RGA is fully aware of the goals of the "Complete Street" plan, which will be taken into account throughout the review process. RGA's goal is to have a full understanding of the methodology as a major – and early - component of the review.

The project staff will consist largely of Robert Wise, Principal Historic Preservation Planner. Mr. Wise has been involved in historic preservation planning and architectural review for over 25 years. His planning career began in 1993 as Sr. Planner, Historic Preservation with the Brandywine Conservancy's Environmental Management Center in Chadds Ford, Pennsylvania. Since 1997 he has been principal in his own firm, Wise Preservation Planning LLC, now merged into RGA. His work has involved drafting historic resource protection ordinances, most of which rely on the Secretary of the Interior's Standards for design review, preparing Historic Resource Impact Studies, which examine potential adverse impacts of new development and the means of mitigating those impacts. All of this work was completed while serving on or consulting with local historical commissions and architectural review boards. Having successfully drafted over 30 National Register nominations, Mr. Wise is familiar with historic context criteria and integrity considerations that often weigh-in on most potential impact related issues. Consulting with Mr. Wise will be Damon Tvaryanas, Principal Senior Historian at RGA.

Excel's role will be to coordinate efforts and streamline the process and interaction between the

design consultant T&M, cultural resources consultant RGA, the City and NJDEP. Excel will also assist to address any subsequent comments from NJDEP's Cultural Resources Unit. In order to keep this project timeline on track, this effort is critical.

The following tasks will be undertaken for the project:

- A thorough review of the proposed "Complete Street" redesign plan. In addition to reviewing the plan, Mr. Wise will request a conference with those entities that helped formulated the plan.

- A thorough review of the three historic districts which consist of the South Hoboken National Register Historic District, the South Hoboken National Register Historic District Extension, the Central Hoboken Historic District (determined eligible for the National Register of Historic Places [NRHP]) and at least 5 individual resources, such as the El Dorado Apartments, that are or may be eligible for the NRHP. The South Hoboken National Register Historic District and Extension is the Washington Street corridor; and the Central Hoboken Historic District overlays this district to the east and west. RGA's goal will be to determine the historic context and significant physical characteristics that help place these districts or buildings on or eligible for the NRHP, and ultimately how or if the proposed plan may adversely impact these elements.

- A site visit/visual inspection of Washington Street and the aforementioned historic districts.

- Determination of an Area of Potential Effects (APE) or similar delineation, which may be necessary for NJHPO review. It is likely that the APE will consist of the South Hoboken National Register Historic District and Extension. RGA does not anticipate additional areas.

- An assessment of planned changes and potential adverse impacts to NRHP (and eligible) districts and/or properties based on the Secretary of the Interior's Standards for Rehabilitation. RGA will assess each element of the plan, beginning with the overall concept to streetscape design elements. The assessment will describe the potential adverse impacts on the NRHP or eligible resources, mainly dealing with the overall historic districts and not the individual resources. The assessment will also describe the extent of the potential impacts, and if possible or where relevant, any means of mitigating those impacts. RGA will utilize the services of Glackin Thomas Panzak, Inc. if necessary for specific design recommendations. To that end alternatives will be offered for mitigation purposes. Existing design or manufacture examples may be exhibited but the report will not include actual design recommendations.

- Preparation of a report detailing the methodology, APE or similar delineation, assessment of plan vis-à-vis the Secretary's Standards, and mitigation recommendations, if necessary.

A draft report will be completed within approximately four (4) weeks from the notice to proceed. All drafts will first be submitted for client review prior to submittal to the NJHPO.

FEES FOR SERVICE

Professional services to perform the above-described scope of work is provided below:

1.0	**Preparation of a Historic Context Compliance Report**	**$10,000**
2.0	**Excel's coordination of consulting professionals to streamline the design plan/mitigation process and interaction with the City and NJDEP**	**$3,000**
3.0	**Glackin Thomas Panzak, Inc. - specific design recommendations, if necessary**	**$4,500**

The total estimated Not-to-Exceed cost to complete the scope of work is **$17,500.**

TERMS AND CONDITIONS

Note that should less time and/or effort be required to complete the work scope, Excel will only bill for the actual hours expended and costs incurred. We will not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal.

The work outlined in this proposal will be conducted in accordance with the terms set forth in the Agreement executed by Excel and the City.

SCHEDULE/TIMELINE

We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel and RGB can deliver the Historic Context Compliance Report within approximately 4 weeks upon authorization.

Thank you for the opportunity to assist with this project. Please feel free to contact me or Ron Harwood at (732) 545-9525 if you have any questions regarding this proposal or if you need any additional information.

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.

Michael J. Meriney, P.G., LSRP
Vice President/Investigation Services

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality
Municipal Finance & Construction Element
Bureau of Environmental, Engineering & Permitting
Mail Code 401-03D
PO Box 420
Trenton, NJ 08625-0420
Phone 609-633-1170

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

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

OCT 29 2015

Christopher A. Brown, P.P., AICP, LEED-GA
Principal Planner, City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer and Mr. Brown:

Subject: Hudson County, City of Hoboken
Stormwater management and water main replacement
NJ Environmental Infrastructure Financing Program
Project numbers S340635-07 and 0905001-001
Cultural resources review of Stage IA cultural resources survey

Report reviewed:
Stage IA Cultural Resources Survey, Washington Street Water Main Replacement and Complete Street Redesign, City of Hoboken, Hudson County, New Jersey. By Mary Lynne Rainey, RGA Cultural Resource Consultants, Inc., September 2015.

The report cited above was completed in accordance with the requirements in a letter dated July 22, 2015, in which the Department required a Stage I cultural resources survey to provide information necessary to determine if the stormwater management and water main replacement projects will have an effect on historic properties. **The Department requires additional information, described below, to determine if this project will affect historic properties. Also, please send this office one additional hard copy of the report,** as two copies were requested in our original July 22, 2015 letter.

Below-ground cultural resources
The Stage IA survey included background research and an assessment of the project area's potential to yield significant archaeological resources. The report concluded that most of the water main project area under the paved roadway where utility lines are located is disturbed and has little likelihood to yield intact soils or archaeological deposits. However, there may be portions of the stormwater management project area

where deeply buried undisturbed soils are present. These locations have medium to high potential to yield historic or prehistoric era archaeological deposits. The report recommends that the planned soil borings be examined to determine if intact soil strata are present. If there are deeply buried intact soils where archaeological deposits may be present, the report suggests that a Stage IB archaeological survey in the form of monitoring during construction may be warranted.

Above-ground cultural resources
Washington Street lies, wholly or in part, within the boundaries of several historic districts (HD). The Southern Hoboken HD, the Southern Hoboken HD extension, Central Hoboken HD, Northern Hoboken HD and the Hoboken HD have all been determined eligible for listing on the National Register of Historic Places. Additionally, the Central Business and Washington Street HD is a locally designated district. Finally, the project may encroach upon the Eldorado and 1202, 1204, 1206 Washington Street HD is listed on the National and New Jersey Registers of Historic Places.

Because the Complete Street Redesign project includes architectural and landscaping elements, the potential for these newly introduced features must be taken into consideration in order for the project and the financing program to comply with applicable historic preservation regulations, namely, Section 106 of the National Historic Preservation Act, and the historic preservation requirements of the NJEIFP, which can be found at NJAC 7:22-10. In order to achieve a Determination of No Adverse Effect, the project must be designed in such a way that new above-ground features are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Department recommends that an architectural historian be consulted and involved in the development of the design of this project, to ensure that the project is compatible with the historic districts. These plans must be submitted to the Department, which will make the determination of effect. If the project cannot satisfy this requirement, and the project is determined to have an adverse effect on historic properties, the Department will be required to consult with the federal Advisory Council on Historic Presentation, develop mitigating measures, and to execute a Memorandum of Agreement memorializing these measures.

Finally, it appears the project may encroach upon the Eldorado and 1202, 1204, 1206 Washington Street HD, which is listed on the New Jersey Register of Historic Places. If this is the case, the City of Hoboken will need to submit an Application for Project Authorization to the NJ Historic Preservation Office. Information about the Application for Project Authorization can be found at the NJ Historic Preservation Office website, at http://www.state.nj.us/dep/hpo/2protection/njrrevew.htm. This application will be required regardless of the funding source, should the project extend to within the boundaries of the historic property.

Summary of recommendations
The Department concurs with the recommendations in the report. The following measures are required:

1. Please provide a copy of the soil boring logs for the water main project to the Department when they are available, and we will review them to determine if additional archaeological investigation is required.

2. We recommend that the services of an architectural historian be retained to assist in designing the stormwater project components so as to be compatible with the historic districts, which will make it more likely to achieve a determination of No Adverse Effect.

3. Determine if the stormwater project will extend to within the boundaries of the Eldorado and 1202, 1204, 1206 Historic District. If it does, an Application for Project Authorization must be submitted to the NJ Historic Preservation Office.

We realize this is a complex process, and we will help you navigate these requirements efficiently. Should you have any questions or wish to discuss this determination, please do not hesitate to contact me at (609) 633-1170 or via email at Elizabeth.Davis@dep.nj.gov.

Sincerely,

Elizabeth M. Davis
Supervisor, Cultural Resources Unit
Environmental Review Section

C. Stephen Marks, City of Hoboken, *via* email smarks@hobokennj.gov
Mary Pearsall, NJ Environmental Infrastructure Trust
Jesse West-Rosenthal, NJDEP-Historic Preservation Office
Todd Taylor, NJDEP-Bureau of Safe Drinking Water
Breana Whittaker, Project Manager, NJDEP-MF&CE
Heather Knizhnik, Environmental Specialist, NJDEP-MF&CE

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

BACKGROUND

WHEREAS, the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey ("City") have determined to undertake a capital improvement program consisting of the acquisition of certain real property in the City identified on the official tax map as Block 10, Lots 1-7 and 30-36, all as more particularly described in the information on file in the office of the Business Administrator and available for inspection during normal business hours (collectively, the "Project"); and

WHEREAS, the City desires to seek low cost financing from the New Jersey Environmental Infrastructure Trust ("NJEIT") to finance all or a portion of the costs of the acquisition and development of the Project ("Project Financing"); and

WHEREAS, the City desires to authorize its Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, Consulting Engineer, Corporate Counsel, Financial Advisor, Auditor and Bond Counsel to prepare and submit an application and other documentation to the NJEIT with respect to said Project Financing.

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

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

Section 2. The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk are each hereby severally authorized to determine all matters and execute all documents and instruments in connection with the Project Financing.

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

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

Section 5. This Resolution shall take effect immediately upon adoption this 17 day of February, 2016.

Meeting date: February 17, 2016

Approved as to Content:

Quentin Wiest

Quentin Wiest
Business Administrator

Approved as to Form:

Alysia Proke, Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino				

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

FEB 17 2016

James J. Farina

CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR FIRST STREET RESURFACING ENGINEERING IN AN AMOUNT NOT TO EXCEED THIRTY THREE THOUSAND ONE HUNDRED DOLLARS ($33,100.00) FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017

WHEREAS, the City of Hoboken published its annual CY2016 RFP for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that T&M Associates qualified as a pool engineer to provide the City with the most effective and efficient Civil Engineering services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to T&M Associates for the First Street Resurfacing engineering services for a total contract amount of Thirty Three Thousand One Hundred Dollars ($33,100.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $33,100.00 is available in the following line: 6-31-55-710-007 of the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriations; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for the First Street Resurfacing engineering services for a total contract amount of Thirty Three Thousand One Hundred Dollars ($33,100.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and T&M's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

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

T&M Associates
Middletown, New Jersey

Meeting Date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Alysia Piro, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-31-55-710-007 710 Professional Fees	Encumbrance	CFO Cert for meeting 02/17/2016 T & M	33,100.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	33,100.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	33,100.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	33,100.00
Total:	1	33,100.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	33,100.00

Batch: GDS Updated Entries: 1 Updated Amount: 33,100.00 Ref Num: 4001

YOUR GOALS. OUR MISSION.

HOBK-0H15002

December 29, 2015

Mr. John Morgan
Director of Transportation and Parking
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Professional Engineering Design Services for the
First Street Roadway Resurfacing Project

Dear Mr. Morgan:

T&M Associates (T&M) is pleased to have the opportunity to submit this Proposal for Engineering Services associated with the above captioned project. This Proposal has been prepared based on our discussion and on our past experience with similar paving improvement projects. We understand that the City in cooperation with Hudson County wishes to accomplish the following improvements to First Street which is under the jurisdiction of Hudson County.

1. Mill the entire roadway surface from Paterson Avenue to Bloomfield Avenue.
2. Provide pavement base repairs as required.
3. Overlay roadway with new hot mix asphalt surface course.
4. Provide intersection improvements at all intersections including painted epoxy-gravel curb extensions, high-visibility crosswalks, stop-for-pedestrian signs, and other traffic calming measures as may be necessary.
5. Preserve existing concrete curbing, driveway aprons and sidewalk as much as possible; replace only when absolutely necessary.
6. Reset inlet heads and drainage grates with new DEP compliant curb castings as required.
7. Reset manhole covers as required.
8. Install new traffic, bicycle and parking signage and striping.

In order to achieve these objectives, we propose the following scope of services:

Task I: Design Phase

a. Attend a kick-off meeting with City and Hudson County Officials.
b. Prepare base maps for the project utilizing previous design plans prepared for the City.
c. Once the base maps are prepared, field investigations will be conducted within the project limits to inspect the condition of the pavement, stormwater facilities, signage & striping, curb & sidewalk, and handicap ramps. The base maps will be used to record pavement base repair locations, along with curb, sidewalk and driveway apron deficiencies.
d. Analyze each intersection for compliance with ADA Standards.

DRAFT

e. Prepare roadway improvement construction plans based on existing field conditions and in accordance with applicable standards.

f. Prepare signage and striping improvement plans based on existing field conditions and in accordance with the MUTCD, Hoboken Bicycle & Pedestrian Master Plan and the NACTO Urban Bikeway Design Guide.

g. The following plan sheets are anticipated along with the specifications:
   - Key Sheet
   - Typical Sections and Standard Legend
   - Construction Plans (30 scale)
   - Signage and Striping Plans
   - Standard Traffic Control Plan
   - Construction Details

h. Prepare standard construction details and technical specifications to conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction and Hudson County Standards.

i. Submit preliminary plans, specifications and a construction cost estimate to the City and Hudson County for review and attend a plan review meeting.

j. Prepare final plans, specifications and a construction cost estimate based on the comments received at the plan review meeting.

k. Submit final plans, specifications and a construction cost estimate to the City and Hudson County for final review.

l. It is anticipated that a Soil Erosion & Sediment Control Permit will not be required for this project and, therefore, the cost to prepare same is not included in our scope or fee.

Task II: Bidding Phase

a. Upon completion of the plans and specifications, we will provide the City and Hudson County each with one (1) paper copy, a pdf copy and a CAD file of the final plans and specifications.

b. Coordinate with the City and Hudson County for the bidding of the project.

c. Answer questions that arise during the bidding phase of the project, either from City or County Officials or prospective bidders.

d. Attend the bid opening.

e. Assist the City and Hudson County with the bid review process including an evaluation of the contractors' bid submissions.

f. Prepare a bid tabulation sheet comparing the various bids received, review the credentials of the prospective contractors, and prepare a recommendation for award.

Based on this scope of services, we propose a not to exceed fee of $33,100 for our Engineering Design Services outlined herein to be billed monthly based on actual progress. We anticipate commencing work immediately upon authorization.

On behalf of T&M Associates, thank you for the opportunity to submit this Proposal. Should you have any questions or require additional information, please feel free to call.

Very truly yours,
T&M ASSOCIATES

JACLYN FLOR, P.E., P.P., CME
VICE PRESIDENT, GROUP MANAGER

JF:PB

Sponsored by:
Seconded by:

City of Hoboken
Resolution No.:___

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED ANIMAL CONTROL CONTRACT BY AND BETWEEN THE CITY OF HOBOKEN AND LIBERTY HUMANE

WHEREAS, the City of Hoboken has a longstanding relationship with Liberty Humane for Animal Control Services, which the City now wishes to enter into the attached ONE year contract; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $71,000.00 is available in the following appropriation: $23,666.68 from 6-01-27-332-037 in the temporary CY2016 appropriation; and I certify that, immediately upon adoption of the CY2016 final budget I will certify the remaining $47,333.32 from 6-01-27-332-037; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and/or budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

WHEREAS, the terms of the Animal Control contract are laid out in the Agreement, ***attached hereto,*** and the City Council is now called upon to either accept or reject the terms of the Agreement.

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

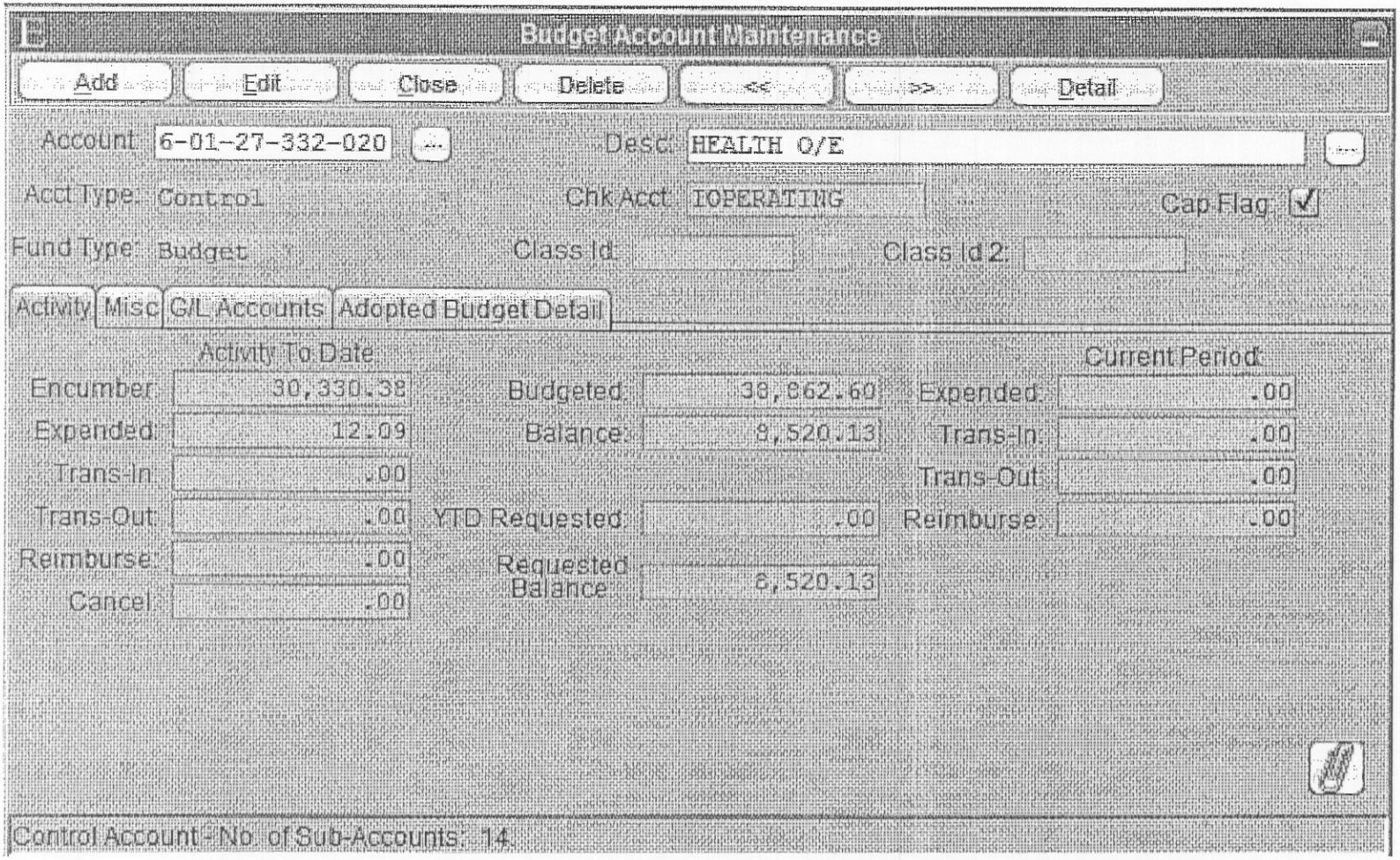
1. The City Council hereby accepts the Animal Control Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify Liberty Humane of the Council's authorization of this Agreement.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

Meeting date: February 17, 2016

Approved as to Content:
Quentin Wiest
Business Administrator

Approved as to Form:
Alysia Rocco, Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 6-01-27-332-020
Desc: HEALTH O/E
Acct Type: Control
Chk Acct: IOPERATING
Cap Flag:
Fund Type: Budget
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date
Current Period
Encumber: 30,330.38
Budgeted: 38,862.60
Expended: .00
Expended: 12.09
Balance: 8,520.13
Trans-In: .00
Trans-In: .00
Trans-Out: .00
Trans-Out: .00
YTD Requested: .00
Reimburse: .00
Reimburse: .00
Requested Balance: 8,520.13
Cancel: .00
Control Account - No. of Sub-Accounts: 14

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-01-27-332-037 CONTRACTUAL SERVICES-Health	Encumbrance	CFO Cert for meeting 02/17/2016 Animal	23,666.68	1

WARNING: This account would have a negative balance: 6-01-27-332-037. Balance would be: 29,583.35-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	23,666.68
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	23,666.68

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	23,666.68
Total:	1	23,666.68

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	23,666.68

Batch: GDS Updated Entries: 1 Updated Amount: 23,666.68 Ref Num: 3996

235 Jersey City Boulevard

Jersey City, NJ 07305

201 547.4147

www.libertyhumane.org

LIBERTY HUMANE SOCIETY'S PROPOSAL TO

CITY OF HOBOKEN HEALTH DEPARTMENT

FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AGREEMENT, made this_____of_____, 2016, by and between the LIBERTY HUMANESOCIETY, INC, a non-profit, 501c(3) charitable organization under State of New Jersey and US Federal tax regulations, having principal offices at 235 Jersey City Boulevard, Jersey City, NJ, 07305, hereinafter referred to as LHS, ("LHS")and the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey having it principal office at 94 Washington Street, Hoboken, NJ, 07030, hereinafter, referred to as the Municipality, ("Municipality")

WHEREAS, the Municipality wishes to retain the services of LHS for animal control and sheltering for a period of 1 year beginning January 1st, 2016, and ending on December 31st, 2016

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. LHS shall make their services as animal control available to the Municipality on a daily basis, as needed, for five (5) days a week. Emergency services on Saturday, Sunday, Holidays and nights between 8pm and 8am will be provided when necessary for medical or safety reasons. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans. In addition, , LHS will assume statutory control, as described in Paragraph 9 below, of animals that have bitten a human being. For the purpose of this agreement, aquatic animals and feral cat colonies are specifically excluded from emergency service support of animal control. Feral cat colonies will be the sole responsibility of the person caring and feeding the cats.

2. The Municipality will pay LHS the sum of $71,000 per twelve months with said sum to be pro-rated on a monthly basis of $5,916.67 a month. Payment for all services is to be be received by LHS within fifteen (15) days after the month of delivery of service. LHS may cancel this contract without further obligation to provide services upon thirty (30) days written notice if after prior notice to the Municipality that more than two months of payments in accordance with this contract due the LHS have not been received.

3. The payments set forth above shall include all costs incurred by LHS or its animal control officer in the maintenance of its kennels, costs, expenses and maintenance of a vehicle to be used by the animal control officer and all necessary insurance.

4. Upon a request from the Municipality, the animal control officer shall respond to any emergency that is defined in Paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title VIII. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic. If the owner is ascertained, those costs will be borne by the owner of the animal. If the owner is unknown, those costs will be borne by the Municipality. Injured animals will only be transported to an emergency clinic if the required care and treatment is beyond the scope of LHS' own capacity.
5. LHS, if authorized, will provide the services of an Animal Cruelty Investigator to investigate and sign complaints of violations against the animal control, animal welfare and animal cruelty laws of the State, and ordinances of the Municipality. Enforcement of these animal cruelty laws and municipal ordinances will be at LHS's discretion, based on available resources. LHS will collaborate with law enforcement and municipal agencies in discharging this function.
6. LHS will assist the Municipality's Department of Health in responding and documenting health emergencies involving animals (i.e. hoarding situations, unsanitary conditions).
7. LHS will maintain detailed records of reported complaints, investigations, and outcomes, to be provided to the Municipality upon request.
8. The animal control officer may, at LHS's sole discretion, render assistance to any owner of an unwanted animal, in the assistance and delivery of said animal to LHS, at a cost to be borne by the owner. Private services shall be, in all instances, a matter between the owner and LHS.
9. LHS shall shelter the dogs and cats apprehended in the Municipality in its facility and will provide for their care for the period of time provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with N.J.A.C. 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.
10. Any person may redeem his dog, cat or other animal from LHS upon paying to LHS, as outlined on Exhibit A, a Reclaim Fee to cover intake costs, plus a Boarding Fee for each day that the animal has been impounded up to and including seven (7) days, and any other costs involved in the maintenance of the animal. Once ownership is established, the animal is no longer a stray and regular boarding rates shall prevail and be retained by LHS. No redemption shall be honored unless the owner provides a current dog license or other form of identification as set forth in State law and all outstanding fees are paid. The owner is still responsible for the cost of the animal and the owner does not negate his responsibility by refusing to claim. LHS reserves the right to collect owed fees as necessary.
11. Following the expiration of the minimum holding period required by law, LHS will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. LHS will charge a fee to the adopters of said animals. The fee will be set and modified at LHS's sole discretion.

12. Dogs and cats with no known owners which have apprehended and been identified as having bitten a human being shall be held in quarantine by LHS for the period prescribed by law. In cases where the local health officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, LHS will provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.

13. LHS does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer in the municipality.

14. It is understood and agreed between the parties that the animal control officer shall be an employee of LHS and that LHS is responsible for any damage caused by said animal control officer, but is not responsible for damage caused by any animals within the Municipality.

15. **Removal of an animal, including wildlife, inside of a home, apartment building, business, garage, basement, roof, etc. is not covered under our standard contract. At its discretion, LHS may respond to those calls, however, the owner of the premise will be charged a fee.**

16. The Municipality will be charged a daily boarding fee, at outlined on Exhibit A payable monthly, due 15 days after receipt, for any animals who are involved in litigation and cannot be held by their owner, if known, for which the Municipality has requested LHS hold until the matter is adjudicated. If the matter goes beyond a three (3) month period, an additional long term daily maintenance fee will charged so that LHS can make long term boarding arrangements for the animal.

17. The signatory of this document represents that it has the requisite authority to bind the Municipality that is party to this Contract and further represent the actions of the signatory in executing this Contract are authorized by the Municipality.

18. This contract may be terminated during the term by either party upon thirty (30) days written notice, by Certified Mail, Return Receipt Required, describing the reason for termination with due cause after providing a 30 day cure period for any material.

19. It is expressly agreed that LHS is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the municipality to timely and fully remit all payments due hereunder; However, all such costs, expenses and legal fees incurred in the collection of payments shall be the sole responsibility of the Municipality, which upon presentation of an invoice for such costs, expenses or legal fees shall be paid by the Municipality.

20. Indemnification; Limitation of Damages.

    A. Municipality shall indemnify, defend and hold LHS, its affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by LHS of any term of this agreement or (b) its failure to perform any obligation hereunder or thereunder; or (c) a claim relating to any or service performed by LHS, its affiliates or any of their agents or subcontractors (in each case other than LHS).

LHS shall indemnify, defend and hold Municipality its elected official, civil servants, affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from (a) a breach by Municipality of any term of this agreement or any statement of work or schedule entered into in connection herewith or its failure to perform any obligation hereunder or thereunder, including any representation, warranty or covenant of Municipality; (b) the negligent or willful acts or omissions of LHS, persons or entities furnished by LHS, or LHS's employees, agents or subcontractors;

The indemnification provided for herein shall include any and all liabilities, damages, costs and expenses (including without limitation, reasonable attorney's fees, disbursements and court costs, if any), asserted against, imposed upon, or incurred in defending, settling and/or resolving the claim (provided that the indemnifying party will not consent to the entry of a judgment or settlement of a claim without the indemnified party's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

B. OTHER THAN IN THE CASE OF THIRD PARTY INDEMNIFICATION CLAIMS ASSERTED PURSUANT TO SECTION 19.A ABOVE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF DATA, OR ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED FOR HEREIN.

21. THIS CONTRACT is the sole expression of the agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority.

22. Any action by either party shall be filed in the Superior Court in Hudson County whose Courts shall have exclusive jurisdiction.

This Agreement contains the entire agreement between the Municipality and the LHS. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

23. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

24. Neither the Municipaliy or LHS shall be deemed to be in default of any of its obligations hereunder if and so long as the non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, severe weather, acts of terrorism or other causes beyond the control of the Municipality or the LHS.

b. This instrument may not be changed orally or by email.

c. In the event of conflict between the Agreement and local, State or Federal law, the prevailing law shall govern.

d. There shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

LIBERTY HUMANE SOCIETY, INC

WITNESS:

BY: _____

Andy Siegel,

LHS Board President

_____

Irene Borngraeber,

LHS Executive Director

CITY OF HOBOKEN:

WITNESS:

BY: _____

City of Hoboken

_____

City of Hoboken

LIBERTY HUMANE SOCIETY
PROGRAMS AND SERVICES

MISSION STATEMENT: The Liberty Humane Society fosters a community of compassion and respect, and provides animals in need with a chance at a lifelong, loving home.

VALUES STATEMENT:

Liberty Humane Society creates and provides an environment in which every animal has the right to a happy and healthy life, despite their breed, age or physical limitations.

HOURS OF OPERATION:

LHS is open to the public 6 days a week.

Open Hours to the Public Are:

Tuesday – Friday	2p.m. – 7p.m.
Saturday-Sunday	11a.m. – 4:00 p.m.

SERVICES SPECIFIC TO HOBOKEN

► Annual dog licensing event and festival, to generate awareness about licensing requirements and compliance

► Annual public workshop on living with urban wildlife, best humane practices, and state regulations

► Annual public meeting, hosted in conjunction with the Department of Health, to listen and respond to resident questions and concerns regarding local animal issues

SERVICES PROVIDED BY LHS TO SHELTERED ANIMALS:

► All-inclusive adoption program
► Outplacements (transfers to rescue)
► Foster care for vulnerable or juvenile animals
► Disease control and veterinary care
► Bedding, toys and enrichment opportunities
► Daily exercise and access to playgroups
► Temperament testing of all LHS shelter animals

SERVICES PROVIDED TO COMMUNITY-AT-LARGE AND PET OWNERS:

►Care of stray and injured domestic animals
►Low cost rabies and other annual health vaccines
►Special adoption and community events
►Preventative health low-cost Pet Wellness Clinic
►Counseling to pet-owning public on pet-related problem solving
►Pet Owner Support program for residents receiving public assistance
►Dog Training Program
►Lost/Found Postings
►Expansive Volunteer Program to augment staff efforts on behalf of all of LHS shelter animals
►Communications: e-newsletter, website, press releases
►Low cost euthanasia for pets of low income pet owners

LIBERTY HUMANE SOCIETY'S BEST PRACTICES IN REPORTING

►**LHS's Performance Report**: LHS shall make, in such detail and at such times as may be reasonably required by the Municipality, a written report concerning the actual progress of LHS.
►**LHS' Annual Disposition Report to the State DOHSS**: Disposition statistics provided on an Annual basis.
►**LHS' Adoption Report**: LHS shall produce, upon request, the names and addresses of all Hoboken adopters from LHS. This report to be provided to the Health Officer for the purpose of facilitating the licensing of said animals.

Exhibit A

Reclamation fee	$35/animal
Boarding Fee - up to 7 days	$19/animal/day
Boarding Fee - 7 - 90 days	$26/animal/day
Boarding Fee – 90 days+	$35/animal/day
Long Term Maintenance – 90+	$150/month/animal
Animal License Fee	$Municipality fee
Animal License Administration fee	$3/license
Animal Removal Fee	TBD

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO BOSWELL ENGINEERING FOR CITY ENGINEER FOR HAZARD MITIGATION AT THE MIDTOWN GARAGE AND MULTISERVICE CENTER IN AN INCREASED AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS ($15,000.00) FOR AN EXTENDED TERM TO EXPIRE FEBRUARY 16, 2017

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2014 and CY2015 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that Boswell Engineering can continue to provide the City with the most effective and efficient City Engineering services for the ongoing Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to amend the award of a contract to Boswell for the City's Engineering for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015, for an increase in the total contract amount of Fifteen Dollars ($15,000.00), with a new term to expire on February 16, 2017; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000 is available in the following appropriation 6-01-31-461-000 **in the CY2015 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2014; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that it hereby awards an amendment of a contract to Boswell for the City's Engineering for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015, for an increase in the total contract amount of Fifteen Dollars ($15,000.00), with a new term to expire on February 16, 2017 and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.

3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Boswell Engineering
South Hackensack, New Jersey

Meeting date: February 17, 2016

Approved as to Content:
Quentin Wiest
Business Administrator

Approved as to Form:
Alyssa Proko Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-01-31-461-000 Engineering	Encumbrance	CFO Cert for Meeting 02/17/2016 Boswell	15,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	15,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,000.00
Total:	1	15,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,000.00 Ref Num: 3997

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

December 21, 2015

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

Re: Proposal for Hazard Mitigation Measures at
Midtown Garage and Multi-Service Center
Additional Services
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-5852

Dear Mr. Wiest:

In accordance with your request, Boswell McClave Engineering (Boswell) is pleased to submit the following proposal for the additional professional engineering services associated with the above referenced project.

PURPOSE

As you know, our firm has been preparing Hazard Mitigation plans and specifications for both the Midtown Garage and Multi-Service Center in accordance with the Project Worksheet's prepared by the City of Hoboken's (City's) grant consultant and approved by the Federal Emergency Management Agency (FEMA). Given the scope of work at each building and the level of review from FEMA, we have provided additional design work and cost estimates to meet all of the regulatory requirements. This additional work was not foreseen in our original proposal and is needed to complete the bid documents and see the project through contractor award.

We understand that it is the City's intent to be ready to move forward with construction at both sites in the spring of 2016. At that time, we will provide a separate proposal for the associated construction inspection services.

FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed $15,000. 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.

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will continue 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 A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Stephen T. Boswell

Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/JAP/REM/ajf

151218REMP1_HMP_Additional Services.doc

BOSWELL
EST. 1924
ENGINEERING

Introduced by: _____ 13
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO VALUE RESEARCH GROUP, LLC FOR CY2016 APPRAISAL AND CONSULTING SERVICES FOR ACADEMY BUS PROPERTY TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 – FEBRUARY 17, 2016) WITH A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00)

WHEREAS, service to the City as CY2016 Professional Appraisers and Consultants is a professional service for determining the market value for acquisition purposes, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed $17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, which expires February 17, 2017; and

WHEREAS, the City now seeks to contract with Value Research Group, LLC for appraisal and consultation fees charged at $150/hour in an amount not to exceed $15,000.00 for Academy Bus Property per their February 5, 2016 Proposal; and

WHEREAS, the firm of Value Research Group, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, Value Research Group, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000.00 is available in the following appropriations: C-04-60-711-120 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, (a majority of the full council voting affirmatively) that a contract with Value Research Group, LLC for planning and engineering services be, and is hereby, awarded, in an amount not to exceed $15,000.00, for CY2016 Appraisal and Consulting

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO VALUE RESEARCH GROUP, LLC FOR CY2016 APPRAISAL AND CONSULTING SERVICES FOR ACADEMY BUS PROPERTY TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 – FEBRUARY 17, 2016) WITH A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00)

WHEREAS, service to the City as CY2016 Professional Appraisers and Consultants is a professional service for determining the market value for acquisition purposes, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed $17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, which expires February 17, 2017; and

WHEREAS, the City now seeks to contract with Value Research Group, LLC for appraisal and consultation fees charged at $150/hour in an amount not to exceed $15,000.00 for Academy Bus Property per their February 5, 2016 Proposal; and

WHEREAS, the firm of Value Research Group, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, Value Research Group, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000.00 is available in the following appropriations: C-04-60-711-120 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Value Research Group, LLC for planning and engineering services be, and is hereby, awarded, in an amount not to exceed $15,000.00, for CY2016 Appraisal and Consulting Services for the Academy Bus property, pursuant

Services for the Academy Bus property, pursuant to their proposal dated February 5, 2016.

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

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

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

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

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Value Research Group, LLC's Proposal dated January 11, 2016 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:

Value Research Group, LLC
301 South Livingston Avenue, Suite 104
Livingston, New Jersey 07039

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Alyssa Proko
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert for meeting 02/17/2016 Value	15,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	15,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,000.00
Total:	1	15,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,000.00 Ref Num: 3998

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

February 5, 2016

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

Re: **Proposal for Appraisal and Consulting Services**
Academy Bus Property
Block 10, Lots 1-7 & 30-37 and Block 9, Lot 7 (Two Reports)
Hoboken, New Jersey

Dear Mr. Marks:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client and intended users in determining market value for acquisition purposes.
Interest Valued:	Fee Simple
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Narrative report format
Appraisal Fee:	Fees charged at $150/hour not to exceed $15,000 without further authorization.

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date. The subject property is a portion of the Academy Bus facility. It may be necessary to value the all of the property owned by Academy in Block 10 since the combined site could be considered one economic unit. This can be determined during the site visit. As your request, two appraisal reports will be prepared. The first report will cover Block 10, Lots 1-7 and 30-36. The second report will cover Block 10, Lot 37 and adjoining Block 9, Lot 7

The appraisal reports and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

Delivery Date

The fieldwork, analysis and appraisal report will be completed 45 days after execution of this agreement.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is $150/hour not to exceed a total of $15,000 without further authorization. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If any sum is unpaid after 15 days, you agree to pay interest at 10% per annum on the unpaid balance, unless other arrangements are mutually agreed upon. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Consulting & Expert Testimony Per Diem Charges

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at $150/hour on a portal to portal basis.

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By _____ Date _____

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: February 3, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD

Contract For: **Proposal for Appraisal and Consulting Services Academy Bus Property, Block 10, Lots 1-7 & 30-37 and Block 9, Lot 7 (Two Reports) Hoboken, New Jersey**

Contract to be awarded to: Value Research Group, LLC

Contract Period: Forty five (45) days after execution of the contract

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed $17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By _____
AL B. Dineros, QPA, City of Hoboken

Certified Date: 2/8/2016

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

James J. Farina
CITY CLERK

14

Introduced by: MD
Seconded by: QE

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TRINO ASSOCIATES, LLC FOR THE PROVISIONS OF WATERFRONT ARCHITECTURAL RAILING REPLACEMENT IN ACCORDANCE WITH THE CITY'S BID NO. 16-05 IN THE TOTAL NOT TO EXCEED AMOUNT OF $93,750.00

WHEREAS, bids were received for Waterfront Architectural Railing Replacement project, as specified in Bid Number 16 - 05; and,

WHEREAS, Seven (7) bids were received, the lowest three (3) being:

	VENDOR	TOTAL BASE BID	COMMENTS
1.	Trino Associates, LLC 354 Verona Way Paramus, NJ 07652	$93,750.00	
2.	Max Adamo Construction 569 Prospect Avenue Ridgefield, NJ 07657	$119,625.00	
3.	Senco Precision Parts, LLC 210 River Street, Suite 23 Hackensack, NJ 07601	$92,000.00	Rejected – Fatal Defect

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 05, and Trino Associates, LLC submitted the lowest, responsible, and responsive bid in the amount of $93,750.00, with the lowest bid of Senco Precission Parts, LLC. being rejected because the amount in words and the figures provided on the bid proposal did not match which is a fatal defect in the bid according to state law; and, and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $93750.00 **is available from** C0460-7092-10 **in the 2016 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2016 budget to determine whether the additional** -0- **balance is available and appropriated in the CY2016 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

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

A. This resolution awards a contract to Trino Associates, LLC for Bid No. 16 - 05, in the total amount of Ninety Three Thousand Dollars Seven Hundred Fifty ($93,750.00) for Waterfront Architectural Railing Replacement Project ; and said contract shall be to Trino Associates, LLC in accordance with the specifications as set forth in Bid No. 16 - 05.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.

D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Corporation Counsel , Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

February 10, 2016

Stephen D. Marks, P.P. AICP
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Waterfront Architectural Railing Replacement
Bid No. 16-05
City of Hoboken
Hudson County, New Jersey
Our File No. HO-509

Dear Mr. Marks:

On February 5, 2016, the City of Hoboken (City) received seven (7) bids for the *Waterfront Architectural Railing Replacement* project. As you are aware the construction costs for this project are being funded by the City. Below is a summary of the apparent three (3) lowest bids:

Bidder	Bid Amount	
Senco Precision Parts, LLC 210 River Street, Suite 21 Hackensack, New Jersey 07601	$91,998.75*	Total Bid Price
Trino Associates, LLC 354 Verona Way Paramus, New Jersey 07652	$93,750.00	Total Bid Price
Max Adamo Construction 569 Prospect Avenue Ridgefield, New Jersey 07657	$119,625.00	Total Bid Price

*See Bid Documentation Item 2 on following page.

The remaining four (4) bidders submitted total bid prices ranging from $124,500.00 to $307,125.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Senco Precision Parts, LLC

The following items were noted on the Senco Precision Parts, LLC submission:

1. The Naming of Subcontractors Form on page 29 was left blank.

2. On the Schedule of Prices (page 30), both Items 1 and 2 have discrepancies between the written words and the figures for the unit bid price. Per Section III. Interpretation and Addenda, Item D. Discrepancies in Bids on page 8 of the specifications:

    1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

    2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern.

    Consequently, Item 1 has a unit price of two thousand dollars and a computed total of $750,000.00 and Item 2 has a unit price of ninety thousand dollars and a computed total of $33,750,000.00.

Trino Associates, LLC

Trino Associates, LLC appears to have a complete submission.

Max Adamo Construction

Max Adamo Construction appears to have a complete submission.

RECOMMENDATION

It is our understanding that the City has adequate funding to award the Total Bid Price for this project. Therefore, Boswell recommends that this contract be awarded to Trino Associates, LLC in the amount of $ 93,750.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated.

BOSWELL ENGINEERING

It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL ENGINEERING

Joseph A. Pomante for REM

Rebecca E. Mejia, P.E.
City Engineer Representative

REM/ajf
Attachments
cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160210_REML1 Bid Recommendation.doc

BID PROPOSAL

Bid No. 16-05

Based upon the specification herein provided, the following is the proposal for this project:

Ninety Two Thousand Dollars

$92,000

Please write out the number. (Total Amount including Base Bid and Alternates/Deducts as applicable)

Name of Firm: Senco Precision Parts LLC

For the Firm:

Print Name: Filip Filipovski

Title: Member

Date: 1/28/2016

SENCO

SCHEDULE OF PRICES
WATERFRONT ARCHITECTURAL RAILING REPLACEMENT BID NO. 16-05
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
1.	375 L.F.	Removal and Disposal of Existing Painted Steel Architectural Railing		
		Two Thousand Dollars		
		Zero Cents	$ 5.33	$ 2,000
2.	375 L.F.	Furnish and Install New Painted Steel Architectural Railing		
		Ninety Thousand Dollars		
		Zero Cents	$ 240.00	$ 90,000

TOTAL ITEMS 1 - 2 IN WORDS AND FIGURES

Ninety Two Thousand Dollars $ 92,000

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: February 11, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Recommendation to Award the Contract for Bid 16 - 05 – Waterfront Architectural Railing Replacement

Reference: (a) Memorandum from Boswell McClave Engineering – Feb 10, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the documents submitted by the three (3) lowest bidders and I fully concurred with the comments from Boswell McClave Engineering. The following information is provided:

1. Senco Precision Parts, LLC.

   - The vendor submitted a blank The Naming of subcontractor form.
   - Amount in words for both item 1 and 2 (unit price) did not match the figure. Therefore the total bid price provided is wrong. Bid proposal for this vendor must be rejected.
   -

2. Trino Associates, LLC - $93,750.00

   - Complete submission

3. Max Adamo Construction - $119,625.00

   - Complete submission

I fully concurred with Boswell McClave Engineering to award the contract to Trino Associates, LLC for not to exceed amount of $93,750.00.

Batch Id: GDS Batch Date: 02/16/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-709-210 Contractor $8,000,000 (2010)	Encumbrance	CFO Cert for meeting 02/17/2016 Trino	93,750.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	93,750.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	93,750.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	93,750.00
Total:	1	93,750.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	93,750.00

Batch: GDS Updated Entries: 1 Updated Amount: 93,750.00 Ref Num: 4000

Introduced by: 15
Second by:

CITY OF HOBOKEN
RESOLUTION NO.:_____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO INCLUDE NORTH HUDSON SEWER AUTHORITY IN THE TAX SALE

WHEREAS, the Tax Collector is authorized to include in said sale any and all unpaid sewer charges certified to the Tax Collector from North Hudson Sewer Authority; and,

WHEREAS, the Tax Collector is authorized to send two direct mailings for Tax Sale and collect a charge of not more than $25.00 per direct mailing, in compliance with N.J.S.A. 54:5-26 for said tax sales; and,

NOW THEREFORE BE IT RESOLVED that a certified copy of this resolution shall be provided by the Municipal Clerk to the Tax Collector, the City Attorney and the City Auditor for the City of Hoboken.

BE IT FURTHER RESOLVED, that the Tax Collector is hereby directed to proceed as set forth in the paragraphs above, with the authority to issue for sale any and all unpaid sewer charges certified by NHSA, and provide for direct mailings, of not more than two per sale, for a maximum fee per mailing of $25.00 for any unpaid taxes or sewer charges being issued at sale, whether on behalf of NHSA or the City.

Meeting date: February 17, 2016

APPROVED:
Sharon Curran
Tax Collector

APPROVED AS TO FORM:
Interim Alysia Proko
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:
FEB 17 2016

CITY CLERK

Sponsored By: OF 16
Seconded By:

CITY OF HOBOKEN
RESOLUTION #:_____

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Administration to post an offer to sell each of the items listed on schedule A, via the auction website as follows:

Online Auction Site:	www.govdeals.com Start Date: (see Schedule A) End Date: (see Schedule A)
Auction Fees:	7.5% of the winning bid amount, paid through proceeds of the sale.
Shipping:	All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: Municipal Garage, 256 Observer Hwy, Hoboken, New Jersey 07030.
Possession:	Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
Other Terms:	All items are being sold "as is, where is; no warranties expressed or implied." Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have been made prior.
Minimum Bid:	The minimum bid/reserve is listed in Schedule A for each of the items to be auctioned.

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

Meeting date: February 17, 2016

Approved as to Content:
Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:
Alysia Prko, Esq.
Interim Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:
FEB 17 2016
James J. Farina
CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

Schedule A[1]

1. **Auction 1**: 1998 Ford Explorer VIN#: 1FMZU34E8WUB60790
   Min Bid: ($100.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

2. **Auction 2**: 1989 CAT front loader VIN#: CAT33Z0378489
   Min Bid: ($1,500.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

3. **Auction 3**: 1990 VOLVO Rolloff Truck VIN#: 4V2SCBCF7LU507001
   Min Bid: ($1000.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

4. **Auction 4:** 2005 Ford Crown Vic VIN#: 2FAFP71W65X136648
   Min Bid: ($100.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

[1] All bid start and stop times are TBD at the discretion of the Purchasing Agent, but must be completed (Bid Stop) within 90 days of certification of adoption of this resolution.

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED ACCESS AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE HOBOKEN FREE PUBLIC LIBRARY AND THE CITY OF HOBOKEN REGARDING PRE-LEASE BUILDOUT OF THE MULTISERVICE CENTER

WHEREAS, the City wishes to enter into the attached Access Agreement with the Hoboken Free Public Library, for the Library's benefit; and

WHEREAS, the Agreement serves as an access agreement in favor of the City for the Library's proposed use of the Multiservice Center for temporary library services; and,

WHEREAS, certification of funds are not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Access Agreement with the Hoboken Free Public Library, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

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

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

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

Meeting Date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Interim Alyssa Pyrko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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

FEB 17 2016

CITY CLERK

PRE-LEASE BUILDOUT ACCESS AGREEMENT

THIS **PRE-LEASE BUILDOUT ACCESS AGREEMENT** is hereby made and entered into this _____ day of **February, 2016**, by and between the **CITY OF HOBOKEN**, HUDSON COUNTY, NEW JERSEY (***On Behalf of the General Public***), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**GRANTOR**") and the Board of Trustees of the **Hoboken Free Public Library**, whose address is 500 Park Avenue, Hoboken, NJ 07030 (hereinafter referred to as the "**GRANTEE**")(***On Behalf of the Hoboken Free Public Library, Hoboken, NJ 07030***).

W I T N E S S E T H;

WHEREAS, the GRANTEE has requested access to the location commonly referred to as the proposed Leased Premises at the Multiservice Center, which is owned by the GRANTOR, and which is attached hereto as Exhibit A; and,

WHEREAS, the GRANTEE requires access to the above mentioned location for Trustees, Library staff and any contractors performing work as invitees, but no library patrons shall be allowable hereunder, to perform the following: access to the proposed Leased Premises for pre-lease buildout of the Leased Premises; and,

WHEREAS, the GRANTOR desires to grant to the GRANTEE access to the aforementioned property for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE, hereby agree as follows:

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the property described in Exhibit "A" (Access Area) for the following purpose(s): access to the proposed leased premise for pre-lease buildout of the location. Such access shall include access to the Leased Premises through the main door on Grand Street, the stairway and elevator to the second floor, the corridors leading to the Demised Premises, and the restrooms available for public use on the first and second floors.

2. This Access is granted for a term of up to two months, or until the lease proposed hereunder is executed and the lease term begins, which term shall continue in full force and effect thereunder until expiration or until terminated by either GRANTOR or GRANTEE. This Access shall cease in

the event the GRANTEE no longer holds interest in the entity known as the Hoboken Free Public Library.

3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE.

4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with this Agreement and/or its work hereunder and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the GRANTEE and its agents' compliance or noncompliance with applicable law. The GRANTEE further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents ("**Indemnified Party**) from and against any and all claims, suits, demands, litigations and proceedings (the "**Claims**") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception which may arise out of activities conducted under this Agreement. If so directed, the GRANTEE shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event GRANTEE shall not, without obtaining express advance written permission from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, the provisions of any statutes respecting suits against the City, or the jurisdiction of the tribunal over the person of the City.

5. The GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a construction permit.

6. Upon termination of this Agreement, or upon termination of the Lease Agreement hereunder contemplated, whichever occurs last, the GRANTEE shall, within a reasonable time and at the GRANTEE's sole cost and expense, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access allowed hereunder, including, but not limited to

any and all paint and wall appendages present within the Access Area.

7. The GRANTEE shall ensure the Access Area, and any and all surrounding publicly owned areas will be open to the general public and that the GRANTEE's work will be done so as to minimize any inconveniences caused to other tenants and guests of the Multiservice Center and any other adjacent property owners. The GRANTEE shall take all reasonable steps necessary to secure the area and maintain in a safe manner for licensees, guests, and invitees of the Grantor, other tenants, and the public.

8. Reserved.

9. Reserved.

10. GRANTEE agrees to undertake and finish all work in accordance with all applicable construction permits.

11. GRANTEE agrees to safe use of the Access Area to the satisfaction of the Director of the Department of Environmental Services and, as applicable, the Construction Code Official.

12. Any notices required hereunder shall be deliverable as follows, regular and certified mail:

For Grantee:
Hoboken Free Public Library
Library Director
500 Park Avenue
Hoboken, NJ 07030

With a copy to the Library's attorney:
Michael A. Cerone, Jr., Esq.
840 Van Houten Avenue
Clifton, NJ 07013

Via regular mail and via email to macjresq@verizon.net

For Grantor:
City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

IN WITNESS WHEREOF, the undersigned parties have executed this PRE-LEASE BUILDOUT ACCESS AGREEMENT on the day and year first above written.

GRANTOR: (The City of Hoboken, On Behalf of the General Public, Hoboken, NJ)

Signed:_____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on

this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTEE: (The Board of Trustees of the Hoboken Free Public Library, On Behalf of the Hoboken Free Public Library, Hoboken, NJ)

Signed:_____ Allen W. Kratz, President
Board of Trustees

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on

this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

EXHIBIT ONE
Copy of Original Agreement
With Exhibits

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Introduced By: JF

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS STATE TAX COURT

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

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

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling $41,592.65

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Zipp & Tannenbaum Trust Acct. 280 Raritan Center Parkway Edison, NJ 08837	104/1.02	1118 Adams St/ 1121 Jefferson St	2015	$39,109.13
Michael A. Vespasiano Trust Acct. 331 Main Street Chatham, NJ 07928	178/10	229 Park Avenue	2015	$ 2,483.52

Meeting date: February 17, 2016

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Interim Alysia Prado
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino		/		

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

FEB 17 2016

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

Introduced By: 19

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 Treasury made payable to the following totaling **$7,550.12**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Mortgage Service Center 95 Methodist Hill Road, Suite 400 Rochester, NY 14623	109/1.01/C0631	1200 Grand Street	4/15	$3,352.27 abatement
Chase (Refund Dept.) P.O. Box 961227 Ft. Worth, TX 76161-0227	159/4/C1929	711 Clinton Street	1&2/15	$ 428.40
Samuel Yau 119 Clinton Street #F Hoboken, NJ 07030	33/9/C000F	119 Clinton Street	3/15	$1,130.26
Samuel Cordova 322 Garden Street #1 Hoboken, NJ 07030	179/34/C0001	322 Garden Street	2/15	$1,319.83
Eric Offenbacher 367 First Street #4 Hoboken, NJ 07030	20/14/C0004	367 First Street	3/15	$1,319.36

Meeting date: February 17, 2016

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Interim Alysia Proko
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino		/		