

Introduced by: Reynolds

Seconded by: [Signature]

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

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(5), (B)(7) AND  
ATTORNEY CLIENT PRIVILEGE RELATING TO PENDING  
LITIGATION AND ACQUISITION OF PROPERTY COMMONLY  
REFERRED TO AS BLOCK 12 AND TO RECEIVE ADVICE FROM  
THE CITY'S LEGAL COUNSEL FOR THE MATTER, ED BUZAK,  
ESQ.

WHEREAS, the Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(5) and (b)(7), and for matters falling within attorney client privilege (for legal guidance on matters relating to pending litigation and acquisition of property); and

WHEREAS, the City seeks to obtain a status update and legal guidance on pending litigation and ongoing legal issues relating to the acquisition of Block 12; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending legal matters of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: February 18, 2015

APPROVED AS TO FORM.

[Signature]  
Melissa Longo, Esq.  
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 18 2015

[Signature]

CITY CLERK

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

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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS  
PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY CLIENT PRIVILEGE (JONG  
SOOK NEE) RELATING TO ANTICIPATED LITIGATION IN THE MATTERS OF  
1100 ADAMS STREET TAX LIENHOLDERS**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b) (7), and for matters falling within attorney client privilege; and

**WHEREAS**, the City seeks to discuss the legal issues relating to the above listed anticipated litigation and the legal ramifications relating thereto; and

**WHEREAS**, one of the reasons to go into closed session is to receive advice from legal counsel, Jong Sook Nee, Esq. which is subject to attorney client privilege and/or which is offered regarding the above referenced anticipated litigation; and,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

**BE IT FURTHER RESOLVED** that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

**MEETING: February 18, 2015**

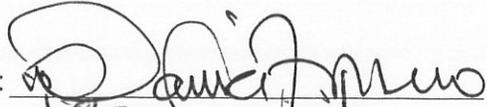
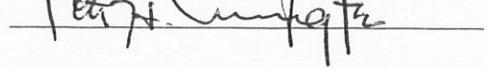
APPROVED AS TO FORM:

[Signature]  
Melissa Longo, Esq.  
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 18 2015

[Signature]  
CITY CLERK

Introduced by:   
Seconded by: 

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

**RESOLUTION AUTHORIZING THE TAX COLLECTOR  
TO CANCEL TAX SALE CERTIFICATE NO. 080090 AND  
REFUND THE PRINCIPAL AMOUNT TO THE  
LIENHOLDER**

**WHEREAS**, on December 10, 2008, the City of Hoboken sold Certificate of Sale No. 080090 to Kyle Enger (the “**Enger Certificate**”) in the amount of \$10,613.15 relating to the unit listed as C00R1 on the tax rolls of the Tax Collector at the property at 1100 Adams Street commonly known as Block 104, Lot 1.1 on the tax map of the City of Hoboken (the “**Unit**”); and

**WHEREAS**, the Unit was assessed for payments in lieu of taxes in error; and

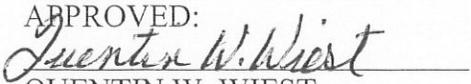
**WHEREAS**, the Tax Collector’s files confirm that the principal amount due on the Enger Certificate is \$10,613.15 which is the result of the erroneous assessment of the Unit and the Tax Collector, along with Special Counsel of the City, recommends cancellation of the Enger Certificate in the total amount of \$10,613.15.

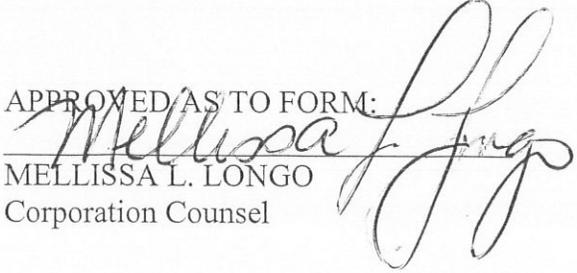
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, County of Hudson and State of New Jersey, that resolution of tax liens on the Unit is in the best interests of the City and that Tax Collector for the City of Hoboken be and is hereby authorized to take appropriate action to cancel Certificate of Sale No. 080090 to Kyle Enger in the amount of \$10,613.15 relating to the unit listed as C00R1 on the tax rolls of the Tax Collector at the property at 1100 Adams Street commonly known as Block 104, Lot 1.1 on the tax map of the City of Hoboken; and

**BE IT FURTHER RESOLVED**, that the Mayor or her agent is hereby authorized to enter into a release (the “**Release**”) with the holder of the Enger Certificate relating to the cancellation of the Enger Certificate; and

**BE IT FURTHER RESOLVED**, that the Tax Collector for the City of Hoboken is hereby authorized to forthwith issue a tax refund to the holder of the Enger Certificate in the amount of \$10,613.15 in accordance with the Release, which \$10,613.15 shall be drawn as a warrant against G/L 4-22-273-55-000-000 in favor of Kyle Enger.

**Meeting date: February 18, 2015**

APPROVED:  
  
QUENTIN W. WIEST  
Business Administrator

APPROVED AS TO FORM:  
  
MELLISSA L. LONGO  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	/			
Peter Cunningham	/			
Jennifer Giattino	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Timothy Occhipinti				/
Michael Russo				/
Theresa Castellano	/			

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

FEB 18 2015

*James J. Sarena*

CITY CLERK

SPONSORED:   
SECONDED:

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

**RESOLUTION RATIFYING SETTLEMENT AGREEMENT WITH IAFF 1076 FROM 2000-2002 AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND IAFF 1078 FROM 2003-2004 AND GRANTING THE MAYOR AUTHORITY TO EXECUTE 2007-2013 COLLECTIVE BARGAINING AGREEMENTS WITH IAFF 1078 AND IAFF 1076**

**WHEREAS**, by resolution the City Council authorized the Mayor to enter into Memorandum of Understandings with the Hoboken Uniformed Firefighters Association Local 1078, "IAFF 1078" and Hoboken Fire Officers Association Local 1076, "IAFF 1076" on November 14, 2011; and,

**WHEREAS**, this Administration conducted an intensive search and review of all of the Collective Bargaining Agreements, Memorandum of Understandings/Agreements and Resolutions authorizing same with IAFF 1076 and IAFF 1078 from January 1, 2000 until the present to ensure the terms set forth in the 2007-2013 Collective Bargaining Agreements with both unions were authorized by City Council; and

**WHEREAS**, this Administration has been able to procure all Collective Bargaining Agreements, Memorandum of Understandings and Resolutions authorizing same with IAFF 1076 and IAFF 1078 except for: (i) a Resolution authorizing a Settlement Agreement with IAFF 1076 from January 1, 2000 through December 31, 2002; and (ii) a signed copy of the Memorandum of Agreement between the City of Hoboken and IAFF 1078 from January 1, 2003 through December 31, 2004; and

**WHEREAS**, the City of Hoboken has negotiated a Collective Bargaining Agreement for IAFF 1076 for the period of 2007-2013 in accordance with the terms set forth in the Memorandum of Understanding authorized by City Council on November 14, 2011; and

**WHEREAS**, the City of Hoboken has negotiated a Collective Bargaining Agreement for IAFF 1078 for the period of 2007-2013 in accordance with the terms set forth in the Memorandum of Understanding authorized by City Council on November 14, 2011; and

**WHEREAS**, this Administration is seeking to have the City Council hereby ratify (i) a Resolution authorizing a Settlement Agreement with IAFF 1076 from January 1, 2000 through December 31, 2002; and (ii) a Memorandum of Agreement between the City of Hoboken and IAFF 1078 from January 1, 2003 through December 31, 2004; and

**WHEREAS**, this Administration is seeking to have the City Council hereby approve the 2007-2013 IAFF 1078 Collective Bargaining Agreement and the 2007-2013 IAFF 1076 Collective Bargaining Agreement, and authorize the Mayor to execute same;

**NOW THEREFORE BE IT RESOLVED**, that the City Council hereby ratifies: (i) a Resolution authorizing a Settlement Agreement with IAFF 1076 from January 1, 2000 through December 31, 2002; and (ii) a Memorandum of Agreement between the City of Hoboken and IAFF 1078 from January 1, 2003 through December 31, 2004; and

**BE IT FURTHER RESOLVED**, that the City Council hereby approves the 2007-2013 IAFF 1078 Collective Bargaining Agreement and the 2007-2013 IAFF 1076 Collective Bargaining Agreement with the City of Hoboken; and,

**BE IT FURTHER RESOLVED**, the City Council hereby authorizes the Mayor, or her legally authorized designee, to execute the 2007-2013 IAFF 1078 Collective Bargaining Agreement and the 2007-2013 IAFF 1076 Collective Bargaining Agreement with the City of Hoboken and to take any and all other action necessary to properly effectuate this resolution;

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

Meeting date: February 18, 2015

APPROVED:

*Quentin Wiest*  
 Quentin Wiest  
 Business Administrator

APPROVED AS TO FORM:

*Melissa L. Longo*  
 Melissa L. Longo, Esq.  
 Corporation Counsel

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

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

FEB 18 2015

*James J. Sarnia*

CITY CLERK

INTRODUCED BY: *[Signature]*  
SECONDED BY: *[Signature]*

CITY COUNCIL OF THE CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
PROFESSIONAL SERVICE CONTRACT WITH NITA G. RAVAL,  
ESQ. OF FLORIO KENNY AS THE CITY OF HOBOKEN'S  
AFFIRMATIVE ACTION OFFICER FOR AN EXTENDED TERM  
TO EXPIRE DECEMBER 31, 2015, AND FOR AN INCREASE IN  
THE NOT TO EXCEED AMOUNT BY \$50,000.00**

**WHEREAS**, the Mayor previously appointed Nita G. Raval, Esq. as the City Government's Affirmative Action Officer for purposes of performing the tasks and enforcement procedures described in the Hoboken Code Chapter 6 Article XI.

**WHEREAS**, the City entered into a professional service contract for Ms. Raval's services, which the City now seeks to extend the term of through December 31, 2015, and increase the not to exceed amount of by Fifty Thousand Dollars (\$50,000.00) for a total not to exceed amount of \$85,000.00 (there is \$12,080.00 remaining appropriated from the original NTE amount as of 2/12/2015).

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriation 50120156020 in the temporary CY2015 appropriations; and I further certify that I will review the appropriations for the CY2015 budget, once adopted, and appropriate the remaining \$30,000.00 from 50120156020 of said budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 temporary appropriation; 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 the City Council of the City of Hoboken hereby authorizes amendment of the professional service contract for Ms. Raval's services, with an extended term through December 31, 2015, and an increase in the not to exceed amount by Fifty Thousand Dollars (\$50,000.00); and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Office of Corporation Counsel, and the Mayor for any and all necessary and proper action in accordance with this resolution; and,

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

APPROVED:

*Quentin Wiest*

Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*Melissa L. Longo*

Melissa L. Longo, Esq.  
Corporation Counsel

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

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AT A MEETING HELD ON: FEB 18 2015

*James J. Sarina*

CITY CLERK

Account: 5-01-20-156-020 Desc: GENERAL ADMINSTRATION

Acct Type: Line Item Control ChkAcct: OPERATING Cap Flag:

Fund Type: Budget Class Id: Class Id 2

Activity: Misc G/L Accounts Adopted Budget Detail

	Activity To Date	Budgeted	Current Period
Encumber	25,000.00	439,250.00	Expended: .00
Expended	.00	Balance: 413,250.00	Trans-In: .00
Trans-In	.00		Trans-Out: .00
Trans-Out	.00	YTD Requested: 71,667.00	Reimburse: .00
Reimburse	.00	Requested Balance: 341,583.00	
Cancel	.00		



Introduced by: David J. M...  
Seconded by: Peter H. ...

**CITY OF HOBOKEN**

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

**Resolution Authorizing Submission of Grant Application to PeopleForBikes Community Grant Program and Acceptance of Grant if Awarded**

**WHEREAS**, The PeopleForBikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make it easier and safer for people of all ages and abilities to ride; and

**WHEREAS**, grants are awarded up to \$10,000 for no more than 50% of the total project cost; and

**WHEREAS**, while no match is required, leverage and funding partnerships are strongly considered in project evaluation; and

**WHEREAS**, cities and counties are eligible applicants; and

**WHEREAS**, eligible projects include: infrastructure projects such as bike paths, lanes, trails, and bridges, mountain bike facilities, bike parks and pump tracks, BMX facilities and End-of-trip facilities such as bike racks, bike parking, and bike storage; and

**WHEREAS**, eligible costs for Infrastructure Projects include: engineering and design work, and construction costs including materials, labor and equipment rental; and

**WHEREAS**, the City of Hoboken is requesting \$7,500 of the total cost of \$15,000 from PeopleForBikes to install high-density bicycle parking at Hoboken Terminal, and

**WHEREAS**, The goal of this project is to provide convenient high-visibility bike parking near Hoboken's transit hub – Hoboken Terminal – to further encourage bicycling as a viable mode of transportation within the City of Hoboken

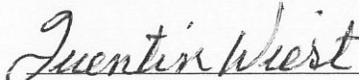
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor or her designee are hereby authorized to submit a grant application to the PeopleForBikes Community Grant Program on behalf of the City of Hoboken.

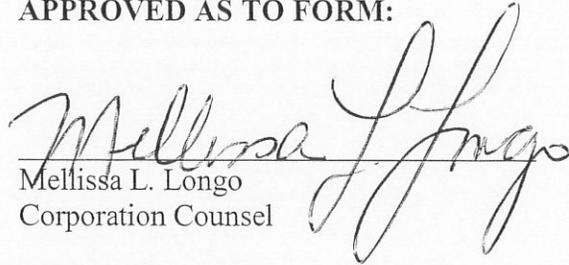
**BE IT FURTHER RESOLVED** that the Mayor or her designee is hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**Meeting date: February 18, 2015**

**APPROVED:**

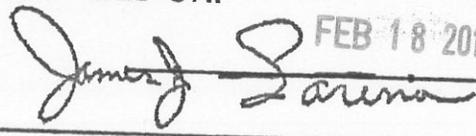
  
 \_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

**APPROVED AS TO FORM:**

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

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

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

 FEB 18 2015  
 \_\_\_\_\_

CITY CLERK

**Stephen Marks**

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**From:** Gary Holtzman <gmholtzman@gmail.com>  
**Sent:** Friday, January 09, 2015 2:09 PM  
**To:** Stephen Marks; Caleb Stratton  
**Subject:** Fwd: FW: GRANTS! FUNDING FOR BIKE PROJECTS

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**From:** Kelsey Howard  
**Sent:** Thursday, January 08, 2015 10:27 AM  
**To:** Billing Managers; Business Development; Discipline Leaders; Geographic Leaders  
**Subject:** GRANTS! FUNDING FOR BIKE PROJECTS

		
<b>From:</b> Kelsey Howard	<b>Re:</b> PeopleForBikes Community Grant Program	<b>Date:</b> 01/08/15
The PeopleForBikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make it easier and safer for people of all ages and abilities to ride.		
<b>Letter of Interest Deadline:</b>	January 30, 2015	
<b>Award Amount:</b>	Up to \$10,000; no more than 50% of the total project cost.	
<b>Match Requirement:</b>	No match required; leverage and funding partnerships are strongly considered in project evaluation.	
<b>Eligible Applicants:</b>	1. Non-profit organizations with a focus on bicycling, active transportation, or community development;	

	<ol style="list-style-type: none"> <li>2. City or county agencies or departments; and,</li> <li>3. State or federal agencies working locally.</li> </ol>
Eligible Projects:	<p>Infrastructure Projects:</p> <ol style="list-style-type: none"> <li>1. Bike paths, lanes, trails, and bridges;</li> <li>2. Mountain bike facilities;</li> <li>3. Bike parks and pump tracks;</li> <li>4. BMX facilities; and,</li> <li>5. End-of-trip facilities such as bike racks, bike parking, and bike storage.</li> </ol> <p>Advocacy Programs:</p> <ol style="list-style-type: none"> <li>1. Programs that transform city streets, such as Ciclovías or Open Streets Days; and,</li> <li>2. Initiatives designed to increase ridership or the investment in bicycle infrastructure.</li> </ol>
Eligible Costs:	<p>Infrastructure Projects:</p> <ol style="list-style-type: none"> <li>1. Engineering and design work;</li> <li>2. Construction costs including: <ol style="list-style-type: none"> <li>a. Materials;</li> <li>b. Labor;</li> <li>c. Equipment rental.</li> </ol> </li> <li>3. Reasonable volunteer support costs</li> </ol> <p>Advocacy Programs:</p> <ol style="list-style-type: none"> <li>1. Staffing directly related to accomplishing the goals of the initiative</li> </ol>
Ineligible Projects/Costs:	<ul style="list-style-type: none"> <li>• Feasibility studies, master plans, policy documents, or litigation</li> </ul>

- Signs, maps, and travel
- Trailheads, information kiosks, benches, and restroom facilities
- Parking lots for motorized vehicles
- Bicycles, helmets, tools, and other accessories or equipment
- Events, races, clinics/classes, or bicycle rodeos
- Bike recycling, repair, or earn-a-bike programs
- Education programs
- General operating costs
- Staff salaries, except where used to support a specific advocacy initiative
- Rides and event sponsorships
- Planning and retreats
- Projects in which PeopleForBikes is the sole or primary funder
- Projects outside the U.S.

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**Kelsey Howard**

Grants & Funding  
Services  
Coordinator

Connect with Us:



**Maser  
Consulting P.A.**

331 Newman  
Springs Road |  
Suite 203 | Red  
Bank, NJ 07701  
C: [908.433.1029](tel:908.433.1029) P:  
[732.383.1950](tel:732.383.1950) ext:  
[3496](tel:3496)  
[www.maserconsulting.com](http://www.maserconsulting.com)

Hoboken NJ 07030-  
4500  
201\_787\_0667 M  
201\_656\_6399 H  
[GMHoltzman@GMail.com](mailto:GMHoltzman@GMail.com)

Selection Criteria:

- Project quality
- Benefits to the community
- Measurement and evaluation
- Community support and partnerships
- Role of PeopleForBikes funding in match or leverage of funds
- Diversity (geographic, project type, size of community)

If you are interested in this program, please feel free to contact me at [732-383-1950](tel:732-383-1950) ext. 3496.

*End of Memo. Thank You*

*Maser Consulting P.A. Grant Memorandum*

**PeopleForBikes Grant Program 2015  
Letter of Interest**

Administrative Information

Name of Project: Pilot High-Density Bicycle Parking Program

Facility or Advocacy (drop down menu): N/A

Legal Name of Organization: City of Hoboken, New Jersey

Address: 94 Washington Street

City: Hoboken

State: New Jersey

Zip code: 07030

Website: [www.hobokennj.org/bicycling](http://www.hobokennj.org/bicycling)

Contact Person: John N. Morgan

Title: Director of Transportation and Parking

Direct Phone: 201-653-1919

E-Mail Address: [jmorgan@hobokennj.gov](mailto:jmorgan@hobokennj.gov)

Type of Organization (501(c)3, 501(c)6, etc): Municipal Government

State and Year of Incorporation: New Jersey/1855

Federal Employer Identification Number (EIN): 22-6001993

Population: 52,000

Congressional Representative: Albio Sires

Amount Requested from PeopleForBikes: \$7,500

Funding Raised to Date:

Total Project Budget: \$15,000 (FYI: can only request 50% of the total project budget)

Total Organization Budget: \$107,564,220

Questions:

**Mission and History:** *Summarize your organization's mission and history. Pay particular attention to why and how you are invested in improving the environment for bicycling in your community. (2500 characters)*

The Hoboken Department of Transportation and Parking (DT&P) was created by the City of Hoboken, New Jersey in 2009 with a core mission to reduce motor vehicle parking demand in Hoboken through sustainable transportation planning. Since its inception, DT&P has worked diligently to promote walking and bicycling as the priority modes of transportation within Hoboken, the nation's 4<sup>th</sup> most densely populated municipality.

DT&P has been committed to planning and implementing a complete and safe bicycle facility and parking network throughout the city. Significant progress has been made over the past five years in the implementation of the bicycle network, bicycle parking and bicycle sharing programs. In acknowledgement of these efforts, Hoboken has been recognized as a Bronze Bicycle-Friendly Community by the League of American Bicyclists.

To assist in these efforts, the City of Hoboken has rapidly expanded its bicycle infrastructure since 2009. Significant progress has been made over the past five years in terms of bicycle parking, bicycle facilities and bicycle sharing programs.

Since 2009, the City has doubled the number of bicycle parking spaces citywide, now totaling over 1,300 spaces. The "Sponsor a Bike Rack Program" was launched in 2011, allowing any resident, business, property owner or institution to sponsor a bike rack and its maintenance at their desired public location. In return, City staff installs the bike rack at no additional cost/ which has helped increase bicycle parking capacity by several dozen spaces. Another successful bicycle parking program has been the "Sponsor a Bike Corral Program," which was launched in 2013 with the help of a \$5,000 grant from PeopleForBikes. As a result of this project, seven (7) bike corrals have been installed, six of which were sponsored, adding 90 new bicycle parking spaces throughout the city. Lastly, the "Parking Meter to Bike Rack Initiative" (2011) converted 100 out-of-service coin parking meters to bike racks and created 200 new bicycle parking spaces throughout Hoboken.

Another focal point of DT&P has been to implement bicycle facilities. Hoboken has introduced over eight (8) miles of bike lanes and approximately five (5) miles of shared lanes, accounting for approximately 40% of Hoboken's linear street mileage. In 2015, Hoboken will construct a half (0.5) mile-long protected two-way bike lane along the City's southern gateway corridor, Observer Highway. A second 1.4-mile-long protected two-way bike lane is planned for Hoboken's historic main street and primary commercial corridor, Washington Street.

Coming in April 2015, Hoboken will launch New Jersey's first bike share program, providing 230 bikes at 27 stations throughout the community.

**Project Description:** *Briefly describe your project request, including environment (current bicycling conditions and/or infrastructure), need (why this project and why now), goals and objectives, activities, and timeline for completing the project. (3000 characters)*

The City of Hoboken is requesting \$7,500 of the total cost of \$15,000 from PeopleForBikes to install high-density bicycle parking at Hoboken Terminal. The goal of this project is to provide convenient high-visibility bike parking near Hoboken's transit hub – Hoboken Terminal – to further encourage bicycling as a viable mode of transportation within the City of Hoboken. This project will increase the total number of bike parking spaces in Hoboken and pilot a new, more space-efficient system for bicycle parking in the Terminal vicinity, where space is limited and demand is highest and growing. This project will build upon DT&P's ongoing efforts to provide a complete bicycling infrastructure system that is convenient, safe and accessible for all.

Hoboken is the fourth most densely populated municipality in the United States with over 50,000 residents occupying one (1) square mile of land. The community is served by an extensive multi-modal transit system centered around Hoboken Terminal, serving approximately 60,000 daily riders on commuter rail, light rail, subway, ferry, bus, and shuttle bus systems. DT&P has leveraged Hoboken's density, flat narrow street grid, and excellent transit accessibility to build infrastructure and amenities that promote walking and bicycling as the preferred mode of transportation within Hoboken. As a result of these efforts, the demand for bicycle parking in the Terminal area has increased significantly over the past five years. The requested funds to install high-density bicycle parking at Hoboken Terminal will help DT&P respond to this growth in bicycle ridership while balancing the needs of pedestrians.

Furthermore, the high-density bicycle parking will help DT&P to proactively address the anticipated increase in demand resulting from the forthcoming construction of a protected bike lane along Observer Highway, the primary gateway to Hoboken Terminal from the west, and the launch of a "Smart Bike" bike share program in Spring 2015. Both of these projects will sharply increase demand for bicycle parking in the Terminal area. By anticipating higher demand for bicycle parking, DT&P can provide the necessary infrastructure to serve the projected increase in bicycle ridership among commuters traveling to and from the Terminal.

The project will begin on July 1, 2015, following the award of the grant and agreement with PeopleForBikes. Procurement of high density bike parking will occur between July 1, 2015 and August 31, 2015. Concurrent with procurement, DT&P will identify suitable locations for high density bike parking. Once acquired, it

will take approximately one-to-two weeks to install high density bike parking, with an anticipated project close-out date of September 15, 2015.

Introduced by: *David J. Myers*  
Seconded by: *Peter J. ...*

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

**RESOLUTION AWARDING A CONTRACT TO W.B. MASON CO. FOR OFFICE SUPPLIES FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH HUDSON COUNTY CONTRACT # 12400 FOR THE TERM JANUARY 1, 2015 THROUGH AUGUST 7, 2015, IN THE TOTAL NOT TO EXCEED AMOUNT OF \$70,000.00**

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and W.B. Mason Co. has been approved for Hudson County Cooperative Contract #12400, which cooperative the City is a part of; and,

WHEREAS, the City requires Office Supplies; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under Hudson County Cooperative Contract #12400; and

WHEREAS, W.B. Mason Co. shall provide the City with service for eight (8) months, commencing January 1, 2015 and expiring August 7, 2015; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$5,000.00 is available from 5-01-23-218-035 and \$5,000.00 from 5-01-23-218-031 in the 2015 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2015 budget to determine whether the additional \$60,000.00 balance is available and appropriated in the CY2015 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*, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the Hudson County contract, from January 1, 2015 through August 7, 2015, for a total not to exceed amount of Seventy Thousand Dollars (\$70,000.00), as follows:

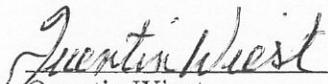
1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the following information:

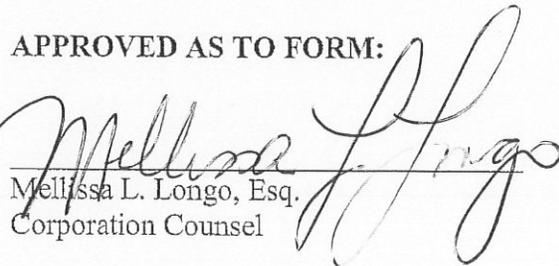
W.B. Mason CO.  
535 Secaucus Road  
Secaucus, NJ 07094

Meeting date: February, 18, 2015

APPROVED:

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

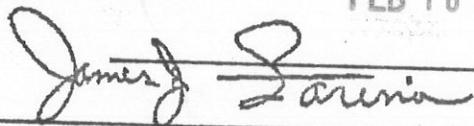
APPROVED AS TO FORM:

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

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

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

FEB 18 2015

  
\_\_\_\_\_  
CITY CLERK

CITY CLERK



Budget Account Maintenance



Account: 5-01-23-218-020 Desc: Central Office Suppl O/E

Accd Type: Control Fund Type: Budget

Class Id: Class Id 2: Cap Flag:

Activity: Misc G/L Accounts: Adopted Budget Detail

Activity To Date		Current Period	
Encumber	5,000.00	Budgeted	13,125.00
Expended	.00	Balance	2,125.00
Trans-In	.00	YTD Requested	243.50
Trans-Out	.00	Requested Balance	7,881.50
Reimburse	.00		
Cancel	.00		

Control Account - No. of Sub-Accounts: 7





COUNTY OF HUDSON  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF PURCHASING

Administration Annex  
567 Pavonia Avenue  
Jersey City, NJ 07306

Phone: (201) 795-6280  
Fax: (201) 369-4361

THOMAS A. DE GISE  
COUNTY EXECUTIVE

CHERYL FULLER  
Director

DEBORAH GALLAGHER  
County Purchasing Agent

SEPTEMBER 23, 2013

W.B. MASON CO.  
535 SECAUCUS RD.,  
SECAUCUS, NJ 07094  
ATTN: DAN ORR

*To Whom It May Concern:*

*RE: BID #6818 - OFFICE SUPPLY (COVER TO COVER). (CONTRACT #12400)*

All bids have been rejected.

Copy of Executed Contract attached for your records.

Your bid has been rejected for the following reason(s).

Received too late

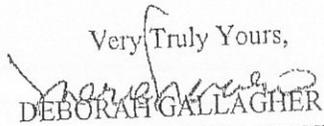
No Deposit

No Statement of Stock Ownership

No Consent of Surety

Enclosed is also your \_\_\_\_\_ for the amount of which was submitted with your bid for the \_\_\_\_\_ above.

Very Truly Yours,

  
DEBORAH GALLAGHER  
COUNTY PURCHASING AGENT

**CONTRACT NO. 12400**

**THIS AGREEMENT**, made this Eight day of August  
 in the year Two Thousand Thirteen between THE COUNTY OF HUDSON, a body  
 politic and corporate in law of the State of New Jersey, hereinafter termed "The County", and  
W.B. Mason Co. corporation of the State of New Jersey  
 duly authorized to transact business in the state of New Jersey, and having its principal office at  
535 Secaucus Rd., Secaucus, NJ 07094 hereinafter termed "The  
 Contractor".

**WITNESSETH:**

WHEREAS, proposals were invited by the County for the furnishing of certain  
 supplies/services mentioned on list hereto annexed and forming part hereof, and the said  
 Contractor, the successful bidder for the items/services not erased on the supply list, having bid  
 the prices set over against the several items/services on the list, and a contract and furnishing of  
 said items/services having been awarded to the said Contractor by The Board of Chosen  
 Freeholders of the County of Hudson.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar  
 mutually interchanged between the parties hereto, and the prices hereinafter agreed to be paid by  
 the County to the Contractor covenants and agrees to furnish and provide to the County, the  
 goods supplies, merchandise or services, hereinafter specifically mentioned to wit:

AS PER LIST ATTACHED

The Contractor covenants promises and agrees to and with the County that it will furnish  
 and supply the goods, supplies, merchandise or services aforesaid, at the prices set opposite said  
 items/services, and deliver then same from time to time and at such times and in such quantities  
 at the several County Institutions within the County of Hudson, New Jersey, as the said County  
 may direct; all deliveries to be made between

August 8, 2013 And August 7, 2015 at the sole  
 expense of the Contractor.

And the said Contractor further covenants , promises and agrees to and with the said County that, if the said County should require more than the quantities specified aforesaid, or any or either of them, the said Contractor will furnish and supply such additional quantities as the County may require at the prices aforesaid.

And the Contractor further covenants, promises, and agrees to and with the said County that if the Contractor shall fail to furnish within ten days after an order so to do, the goods, supplies, merchandise/services or any part thereof mentioned aforesaid, then the said County may, in any manner that it deems best, through its Purchasing Agent or otherwise, and with or without advertising therefor, purchase as the agent of the Contractor such goods, supplies, merchandise or services so ordered and which the Contractor was obligated to furnish, and for which the County will provide payment pursuant to the approved bid amount. However, should the Contractor fail to deliver such goods, supplies or services, the County shall deduct the same from any monies due and owing to the Contractor, and if there should not be sufficient monies due and owing from the County to the Contractor for such purpose, the Contractor shall pay to the County the difference between the prices specified heretofore and the price that the County shall pay for said goods, supplies, merchandise or services so purchased.

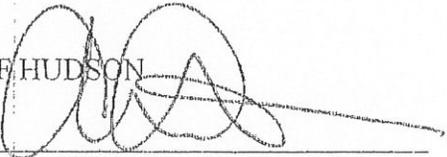
And the said County covenants, promises and agrees that it will upon the delivery of the goods, supplies, merchandise or services aforesaid, pay to the Contractor, on bills rendered monthly and verified according to law, the amount which shall become due hereunder.

And it is further agreed by and between the parties hereto that this agreement shall bind the legal representatives of the respective parties hereto.

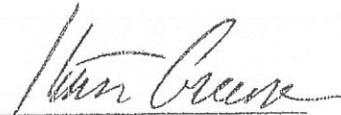
In Witness Whereof, the County has caused these presents to be signed by its County Executive and attested by its Clerk of the Board, and the Contractor has hereunto set his hand and seal the day and year first above written.

The County reserves the right to unilaterally terminate this contract without cause upon thirty (30) days written notice to the vendor.

ATTEST:   
CLERK OF THE BOARD

THE COUNTY OF HUDSON  
By:   
COUNTY ADMINISTRATOR

W.B. Mason Co.

VENDOR:   
Secretary

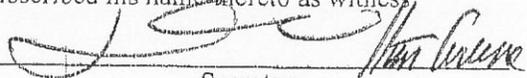
  
Vice President

**FILL OUT THIS PORTION OF FORM IF CORPORATE OFFICERS ARE TWO DIFFERENT PEOPLE**

State of Massachusetts  
County of Plymouth

**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of August  
the year 2013 before me, the subscriber, a Notary Public of the State of  
Massachusetts personally appeared Steve Greene  
who being by me duly sworn on his oath, says that he/she is the Secretary of

W. B. Mason Co. Inc.  
a corporation of the State of Massachusetts the Contractor named in the within  
Contract, that Daniel Orr Jr. is the President of said corporation; that  
deponent well knows the corporate seal of said corporation; that the seal affixed to said Contract  
is such corporate seal and was thereto affixed, and said contract signed and delivered by said Vice  
President, as and for his voluntary act and deed and as and for the voluntary act and deed of said  
corporation, in presence of deponent, who thereupon subscribed his name thereto as witness

  
Secretary

Sworn and Subscribed to,  
before me this 30<sup>th</sup> day of August, 2013  
Jeanne M. Morrison  
Notary Public  
My Commission Expires MAY 28, 2015

**FILL OUT THIS PORTION OF FORM IF PRESIDENT AND SECRETARY ARE ONE AND THE SAME PERSON**

State of \_\_\_\_\_  
County of \_\_\_\_\_

**BE IT REMEMBERED**, that on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally came before me,  
a Notary Public of the State of New Jersey, \_\_\_\_\_, who, being by me duly  
(Name of Officer)  
sworn, says the he/she is the President and Secretary of \_\_\_\_\_, a  
corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said  
company, and that said writing was signed and sealed by him/her in behalf of said corporation by its  
authority duly given. And the said \_\_\_\_\_ acknowledged the said  
(Name of Officer)  
writing to be the act and deed of said corporation.

Sworn and Subscribed to,  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

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

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

**RESOLUTION AWARDING A CONTRACT TO TROY & BANKS, INC.  
FOR UTILITY AUDITING SERVICES FOR THE CITY OF HOBOKEN  
FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 19, 2015 AND  
EXPIRING FEBRUARY 18, 2016, IN ACCORDANCE WITH MRESC  
COOPERATIVE CONTRACT (14/15-46)**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Troy & Banks, Inc. has been approved for an MRESC Cooperative Contract (14/15-46), which cooperative the City is a part of; and,

**WHEREAS**, the City requires Utility Auditing Services; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under contract MRESC 14/15-46; and

**WHEREAS**, Troy & Banks, Inc. shall provide the City with service for twelve (12) months, commencing February 19, 2015 and expiring February 18, 2016; and

**WHEREAS**, certification of funds is NOT required for this contract award.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded with no upfront contractual cost to the City, but entitled to cost recovery percentage in accordance with the schedule of fees awarded through MRESC Cooperative Contract (14/15-46); and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

TROY & BANKS, INC.  
2216 KENSINGTON AVENUE  
BUFFALO, NY 14226

Meeting date: February 18, 2015

APPROVED:

*Quentin Wiest*

Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*Melissa L. Longo*

Melissa L. Longo, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason		/		
David Mello	/			
Tim Occhipinti				/
Michael Russo				/
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 18 2015

*James J. Sarcina*

CITY CLERK

**MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION  
 NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS  
 UTILITY BILL AUDIT AND COST RECOVERY  
 BID #MRESC 14/15-46**

**BID TERMS:**

**10/24/2014 – 10/23/2015 (with extensions as permitted by law)**

Bid Date: October 7, 2014

1 Bid Package Requested

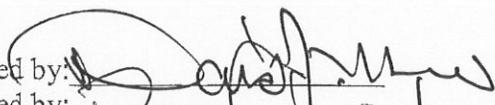
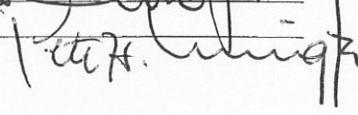
1 Bid Packages Received

That the Board of Directors approve the award of the Utility Bill Audit and Cost Recovery bid #MRESC 14/15-46 to **Troy & Banks, Inc.** 2216 Kensington Avenue, Buffalo, New York 14226, as follows:

**The rates awarded below apply to all counties in the State of New Jersey.**

Utility Type	Percentage of savings found and/or credit to be paid to Troy & Banks, auditors.	Percentage of savings found and/or credit to be paid to the MRESC Member.	Total
Natural Gas	22%	78%	100%
Electricity	22%	78%	100%
Street Lighting	22%	78%	100%
Water	22%	78%	100%
Fire Hydrants	22%	78%	100%
Sewage	22%	78%	100%
Landline Telephone/ Data Service	22%	78%	100%
Wireless Telephone/ Data Service	22%	78%	100%
Cable TV Service	22%	78%	100%

**Include contract number #MRESC 14/15-46 and MRESC Co-op number #65MCESCCPS on all purchase orders.**

Introduced by:   
Seconded by: 

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

**RESOLUTION AWARDING A CONTRACT TO FASTENAL COMPANY FOR HARDWARE, INDUSTRIAL AND MRO SUPPLIES FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH NJ STATE CONTRACT M-0002/79873 FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015, IN A TOTAL NOT TO EXCEED AMOUNT OF \$60,000.00**

WHEREAS, N.J.S.A. 40A:11-12 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Fastenal Company has been approved as a State Contractor pursuant to Contract Number M-0002/79873 and,

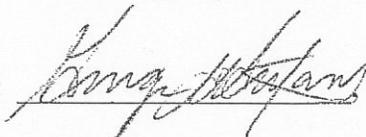
WHEREAS, the City requires Hardware, Industrial and MRO Supplies; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under contract M-0002/79873, and

WHEREAS, Fastenal Company shall provide the City with services for twelve months, commencing January 1, 2015 and expiring December 31, 2015; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available from 5-31-55-713-001 in the 2015 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2015 budget to determine whether the additional \$50,000.00 balance is available and appropriated in the CY2015 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 that the below-listed vendor is authorized to provide the services and related goods described in the NJ State Contract, for a total not to exceed amount of Sixty Thousand Dollars (\$60,000.00), as follows:

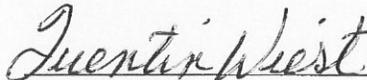
- 1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

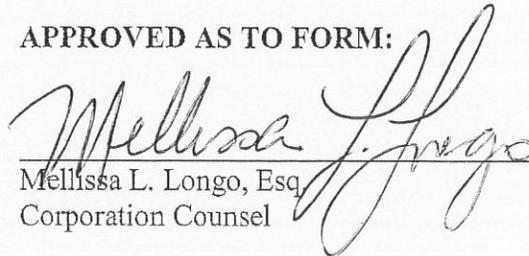
FASTENAL COMPANY  
1195 AIRPORT ROAD  
LAKEWOOD, NJ 08701

Meeting date: February 18, 2015

**APPROVED:**

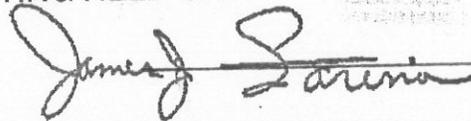
  
\_\_\_\_\_  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

  
\_\_\_\_\_

CITY CLERK

Budget Account Maintenance

Add Edit Close Delete << >> Detail

Account 5-31-55-713-001 Desc 713 SUPPLIES & MATERIALS

Acct Type Sub ChkAcct IPARK UTILITY Cap Flag

Fund Type Budget Class Id Class Id 2

Activity Misc G/L Accounts Adopted Budget Detail

Activity To Date		Budgeted		Expended		Current Period	
Encumber	1,550.38	25,000.00	Balance	23,449.62	Trans-In	.00	.00
Expended	.00				Trans-Out	.00	
Trans-In	.00				Reimburse	.00	
Trans-Out	.00				YTD Requested	42.00	
Reimburse	.00				Requested Balance	23,407.62	
Cancel	.00						

Control Balance: 94,016.81 Control Requested Balance: 89,878.82



<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	FASTENAL COMPANY 1195 AIRPORT ROAD LAKEWOOD, NJ 08701
<b>Contact Person:</b>	MARIA VERA
<b>Contact Phone:</b>	201-424-9731
<b>Order Fax:</b>	507-453-4087
<b>Contract#:</b>	79873
<b>Expiration Date:</b>	02/28/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

M-0002  
INDUSTRIAL/MRO SUPPLIES & EQUIP

Introduced by: Paul H. Smith  
Seconded by: Paul H. Smith

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

**RESOLUTION AWARDING A CONTRACT TO BUY WISE AUTO PARTS FOR AUTOMOTIVE PARTS AND SUPPLIES FOR THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2015, IN ACCORDANCE WITH NJ STATE CONTRACT T2761/85992, IN A TOTAL NOT TO EXCEED AMOUNT OF \$50,000.00**

**WHEREAS**, N.J.S.A. 40A:11-5 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Buy Wise has been approved as a State Contractor pursuant to Contract Number T2761/85992 and,

**WHEREAS**, the City requires Automotive Parts and Supplies; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under contract T2761/85992, and

**WHEREAS**, Buy Wise Auto Parts shall provide the City with service for twelve months, commencing January 1, 2015 and expiring December 31, 2015; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$5,000.00 is available from 5-01-26-301-047 (Central Garage), \$5,000.00 from 5-01-26-301-040 (Police), and \$5,000.00 from 5-31-55-703-001 (HPU) in the 2015 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2015 budget to determine whether the additional \$35,000.00 balance is available and appropriated in the CY2015 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, George DeStefano, CFO

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ State, through December 31, 2015, for a total not to exceed amount of Fifty Thousand Dollars (\$50,000.00), as follows:

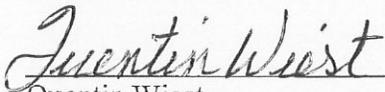
1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
  
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

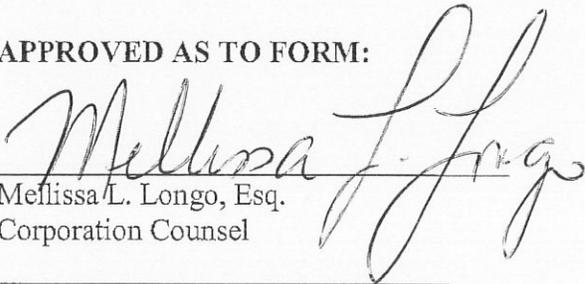
SAMUELS INC.  
T/A BUY WISE AUTO PARTS  
2087-2091 SPRINGFIELD AVENUE  
VAUXHALL, NJ 07088

Meeting date: February 18, 2015

APPROVED:

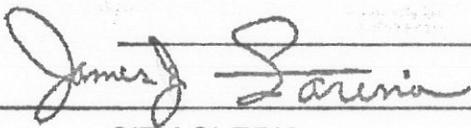
  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

  
Melissa L. Longo, Esq.  
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

  
\_\_\_\_\_  
CITY CLERK



Budget Account Maintenance

Add

Edit

Close

Delete

<<

>>

Detail

Account 5-01-26-301-020

Desc CENTRAL GARAGE O/E

Acct Type: Control

Chk Acct: OPERATING

Cap Flag:

Fund Type: Budget

Class Id

Class Id 2

Activity Misc G/L Accounts Adopted Budget Detail

Activity To Date

Encumber 18,635.57

Budgeted 64,050.00

Current Period Expended .00

Expended 5.33

Balance 45,409.10

Trans-In .00

Trans-In: .00

YTD Requested 5,514.07

Trans-Out .00

Trans-Out: .00

Reimbursed 39,895.03

Reimburse: .00

Reimburs: .00

Requested Balance

Cancel .00

Control Account - No. of Sub-Accounts 21





Budget Account Maintenance



Account:  Desc:

Acct Type:  ChkAcct:  Cap Flag:

Fund Type:  Class Id:  Class Id 2:

Activity:

	Activity 10 Date	Budgeted	Expended	Current Period
Encumber	18,635.57	64,050.00		.00
Expended	5.33	45,409.10		.00
Trans-In	.00			.00
Trans-Out	.00			.00
Reimburse	.00			.00
Cancel	.00			.00
	YTD Requested	5,514.07	Reimburse	
	Requested Balance	39,895.03		

Control Account - Nbr of Sub-Accounts: 21



Add Edit Close Delete << >> Detail

Account: 5-31-55-703-001 Desc: 003 SUPPLIES OF MATERIALS

Acct Type: Sub Class Id: IPARK UTILITY Class Id 2: Cap Flag:

Fund Type: Budget

Activity: Misc G/L Accounts Adopted Budget Detail

Activity To Date		Current Period	
Encumber:	Budgeted:	Expended:	
13,033.00	29,000.00	.00	
Expended:	Balance:	Trans-In:	Trans-Out:
.00	15,966.92	.00	.00
Trans-In:	YTD Requested:	Reimburse:	
.00	622.70	.00	
Trans-Out:	Requested Balance:		
.00	15,344.22		
Reimburse:			
.00			
Cancel:			
.00			

Control Balance 74,076.96 Control Requested Balance 71,169.36



# CITY OF HOBOKEN

## Division of Purchasing

DAWN ZIMMER  
Mayor



AL B. DINEROS, QPA  
Purchasing Agent

Date: February 3, 2015  
To: Corporation Counsel, City of Hoboken  
From: AL B. Dineros  
Subject: **Request for a Resolution to Award the Contract for Automotive Parts  
– NJ Sate Contract**

The City requires automotive parts to maintain City owned vehicles.

N.J.S.A. 40A:11-12 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Buy Wise Auto Parts has been approved as a State Contractor pursuant to Contract Number # T2761/85992

I recommend to award the contract utilizing NJ State Contract # T2761/85992. The vendor will be:

SAMUELS INC.  
T/A BUY WISE AUTO PARTS  
2087-2091 SPRINGFIELD AVENUE  
VAUXHALL, NJ 07088

Term of the contract: Jan 1, 2015 – Dec 31, 2015 - NTE \$50,000.00.

<b>Vendor Name &amp; Address:</b>	SAMUELS INC T/A BUY WISE AUTO PARTS 2087-2091 SPRINGFIELD AVE VAUXHALL, NJ 07088
<b>Contact Person:</b>	ROBERTS SAMUELS
<b>Contact Phone:</b>	908-688-5933
<b>Order Fax:</b>	908-688-5901
<b>Contract#:</b>	85992
<b>Expiration Date:</b>	02/25/17
<b>Terms:</b>	2% 10 NET 30
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	



STATE OF NEW JERSEY  
 PROCUREMENT BUREAU  
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230

NUMBER : A85992  
 DATE : 02/27/14  
 BUYER : KRISTI THOMAS  
 PHONE : (609) 984-1327  
 EFFECTIVE DATE : 02/26/14  
 EXPIRATION DATE : 02/25/17  
 T-NUMBER : T2761  
 CONTRACTOR : SAMUELS INC

PAGE: 1

TERM CONTRACT  
 NON-DEM AUTOMOTIVE PARTS & ACCESSORIES  
 KVTXLIGHT DUTY VEHICLES

85992

SAMUELS INC  
 T/A BUY WISE AUTO PARTS  
 2087-2091 SPRINGFIELD AVE  
 VAUXHALL NJ 07069

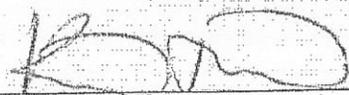
VENDOR NO. : 221685314 00  
 VENDOR PHONE : (908)688-5933  
 FEIN/SSN : 221685314  
 REQ AGENCY : 822050  
 PROCUREMENT BUREAU  
 AGENCY REQ NO. :  
 PURCH REQ NO. : 1040421  
 FISCAL YEAR : 14  
 COMMODITY CODE : 06066  
 SOLICITATION # : 22600  
 BID OPEN DATE : 10/19/12

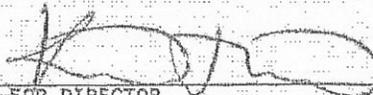
TERM CONTRACT FROM: 02/26/14 TO: 02/25/17 ESTIMATED AMOUNT: \$ 357,700.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS: 02/26/14  
 CONTRACT ENDING ORDERING PERIOD DATE IS: 02/25/17
2. F.O.B. POINT: DESTINATION
3. DELIVERY: DELIVERY WILL BE MADE WITHIN AS SPECIFIED ELSEWHERE UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN: YES
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 02.00% 010 DAYS. NET 030 DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: NO ; DATE REQUIRED 00/00/00  
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
 THE COOPERATIVE PROCUREMENT PROGRAM: YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 35 LINES FROM THE SOLICITATION NUMBER 22600 ,  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 22600 INCLUDING ANY ADDENDA  
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

  
 BUYER DATE 2/28/14

  
 FOR DIRECTOR DATE 2/28/14  
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

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

*David Myers* 15  
*Peter H. ...*

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

**AUTHORIZING THE CITY OF HOBOKEN  
TO ACCEPT AND QUALIFY RESPONSES TO ISSUED  
REQUESTS FOR QUALIFICATION FOR GENERAL MUNICIPAL  
ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE AND  
LSRP PROFESSIONALS FROM JANUARY 1, 2015 THROUGH DECEMBER 31,  
2015**

**WHEREAS**, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as general municipal engineering, land surveying, landscape architecture and LSRP professionals; and,

**WHEREAS**, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State “Pay to Play” Law took effect on January 1, 2006; and,

**WHEREAS**, the City has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for general municipal engineering, land surveying, landscape architecture and LSRP professionals for CY2015; and,

**WHEREAS**, the City’s review team has determined that the below listed respondents to the RFQ provide the city with the best options for efficient and effective engineering, land surveying, landscape architecture and LSRP services during CY2015, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for general engineering, land surveying, landscape architecture and LSRP services for the City, as necessary when determined by the Administration, during the January 1, 2015 through December 31, 2015 period:

1. T&M Associates (all specialties)
2. Kimley Horn (engineering only)
3. Boswell Engineering (all specialties)
4. Maser Consulting, P.A. (all specialties except LSRP)
5. Princeton Hydro (engineering only)
6. Starr Whitehouse Landscape Architects & Planners, PLLC (landscape architecture only)
7. Excel Environmental (LSRP only)

**Meeting date: February 18, 2015**

APPROVED:

*Quentin Wiest*  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*Melissa L. Longo*  
Melissa L. Longo, Esq.  
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

*James J. Sarena*  
CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: **FEB 18 2015**

Sponsored by:

Seconded by:

16

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

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND KAMM DEVELOPMENT GROUP LLC, OWNER OF BLOCK 70 LOT 26 (a/k/a 504 Grand Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Kamm Development Group LLC, owner of Block 70 Lot 26, more commonly known as 504 Grand Street, Hoboken, represented by Kevin Tartaglione, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Kamm Development Group LLC, owner of Block 70 Lot 26, more commonly known as 504 Grand Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including James McNeight architectural drawings;
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: February 18, 2015

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Melissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla	/			
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Giattino	/			
Councilwoman Mason	/			
Councilman Mello				
Councilman Occhipinti				/
Councilman Russo				/

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## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 "**LICENSOR**") and **KAMM DEVELOPMENT GROUP LLC**, owner of 504 Grand Street, Hoboken, NJ 07030, represented by Kevin Tartaglione (hereinafter referred to as the "**LICENSEE**").

### WITNESSETH

**WHEREAS**, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Grand Street R.O.W.; and

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of construction a new 7'(d) x 13'1.5"(w) masonry stoop, and 7'(d) x 11'10.5"(w) planting bed adjacent to the building fronting onto Grand Street; and

**WHEREAS**, the area of encroachment along Grand Street will be so altered from its existing condition leaving approximately 5' of unobstructed pedestrian egress along the block frontage; and

**WHEREAS**, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 70 Lot 26, to construct a new 7'(d) x 13'1.5"(w) masonry stoop, and 7'(d) x 11'10.5"(w) planting bed adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

**IN WITNESS WHEREOF**, the undersigned parties have executed this license agreement on the day and year first above written.

**LICENSOR:** the CITY OF HOBOKEN (on behalf of the General Public)

Signed: \_\_\_\_\_  
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** KAMM DEVELOPMENT GROUP LLC, owner in fee of Block 70 Lot 26, more commonly known as 504 Grand Street, Hoboken, NJ, represented by Kevin Tartaglione.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,

Kamm Development Group LLC representative Kevin Tartaglione  
Owner of 504 Grand Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

504 GRAND STREET

Block: 70

Lot(s): 26

## CITY OF HOBOKEN

Dawn Zimmer, Mayor  
94 Washington Street  
Hoboken, NJ 07030

Applicant:

KAMM DEVELOPMENT

Address: GROUP LLC

30 ROYAL OAK DR.  
FAR HILLS, NJ 07931

Owner (if other than Applicant):

Address:

Date Received:

01/30/2015

Phone: (908) 285-8026

Phone:

e-mail: KEVINTARTAGLIONE  
@GMAIL.COM

e-mail:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

CONSTRUCT THREE NEW ENCROACHMENTS:  
A.) 2'-6" x 10'-0" CANTILEVERED BAY.  
B.) 7'-0" x 11'-10 1/2" PLANTING BED.  
C.) 7'-0" x 13'-1 1/2" MASONRY STOOP

What is the reason(s) for the proposed alteration?

CONSTRUCTION OF NEW 5 STORY, 4 UNIT RESIDENTIAL BLDG. IN ACCORDANCE W/ ZBA RESOLUTION.

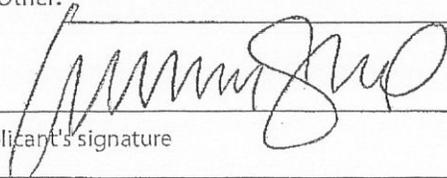
Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

ZBA

Documents provided with application; check all that apply:

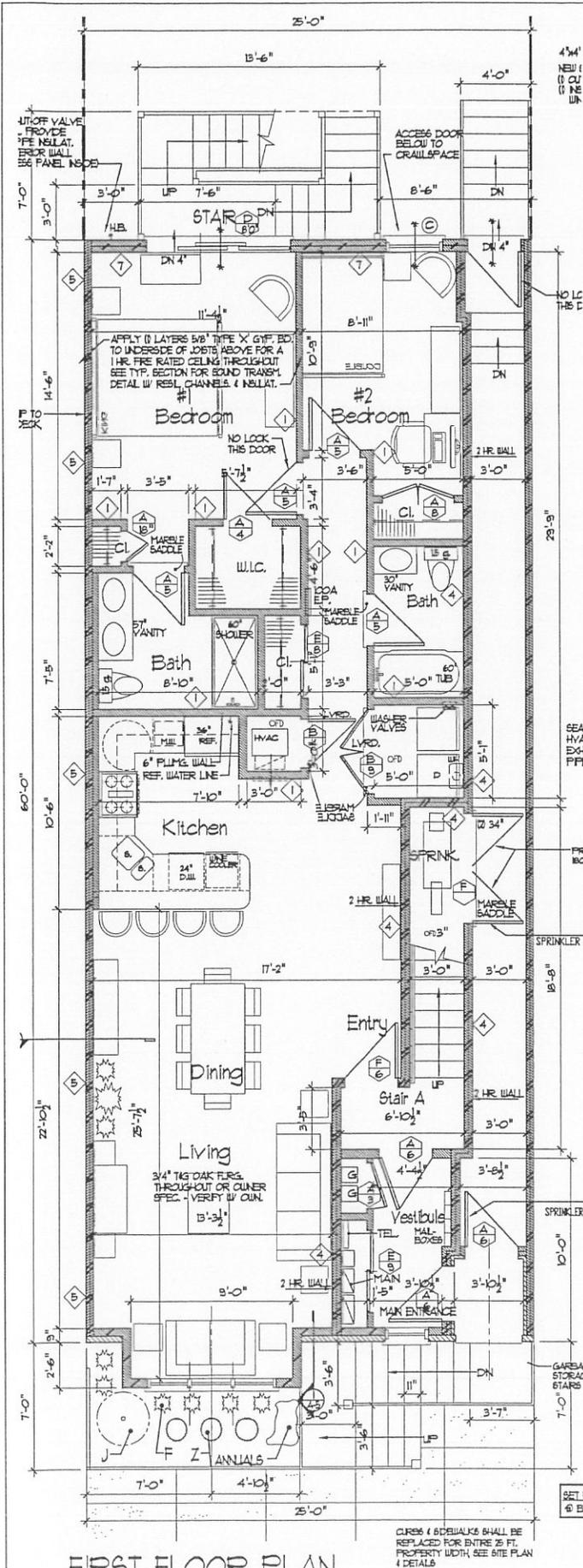
Survey  Architectural drawings  Metes and bounds detail for the area of encroachment  Prior approvals

Other:

  
Applicant's signature

28 JAN 15  
Date

APPLICANT'S AGENT  
J.S. MCNEIGHT  
ARCHITECT



**FIRST FLOOR PLAN**

SCALE: 1/4" = 1'-0"

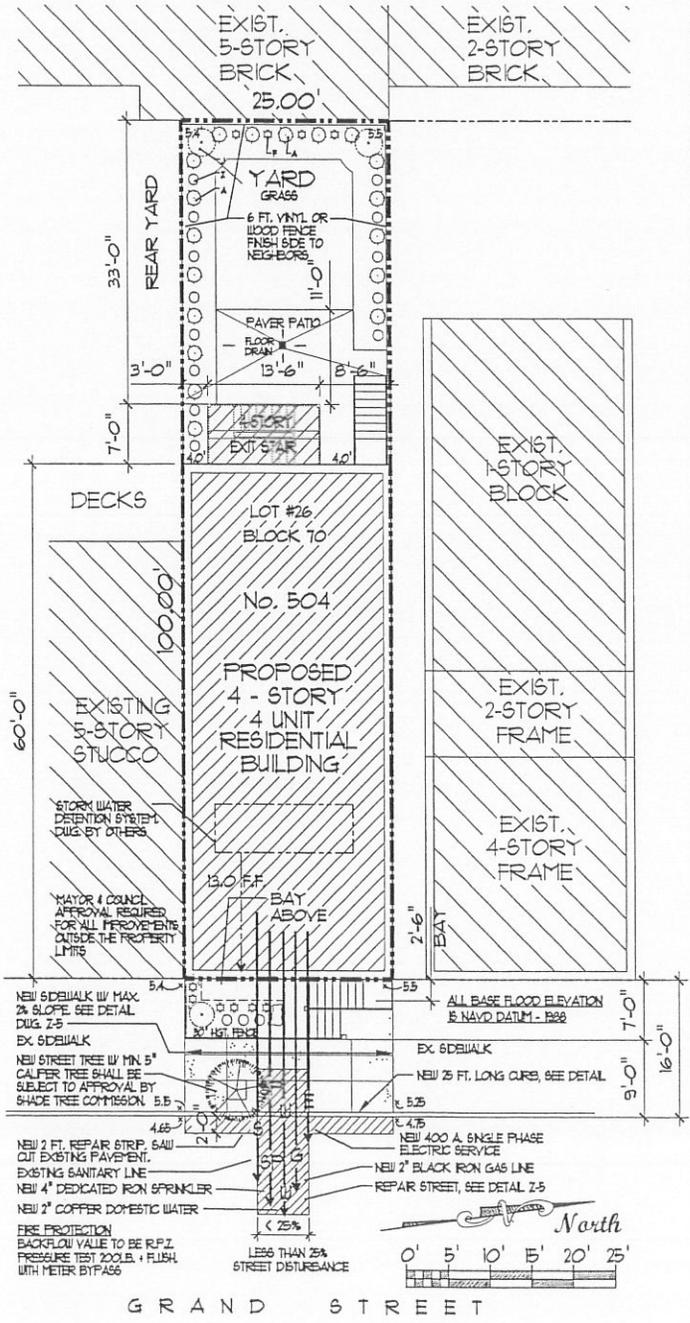
1,146 S.F. APT.

CURBS & SIDEWALKS SHALL BE REPLACED FOR ENTIRE 25 FT. PROPERTY WIDTH, SEE SITE PLAN & DETAILS



**GRAND STREET ELEVATION**

SCALE: 1/4" = 1'-0"



**GRAND STREET**

504 Grand Street		HOBOKEN, N.J.		sheet	of
REVISION	<b>JAMES S. McNEIGHT</b> ARCHITECT PLANNER PC 166 SCHUYLER AVENUE KEARNY, NEW JERSEY 07032 (201) 246-7515 (FAX) 246-7513 N.J. LICENSE NO. 08626		PROJECT:		
	PROPOSED 4 UNIT, 4 STORY RESIDENTIAL APARTMENT BLDG.		JOB NO.	DATE: 1.28.15	

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

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MCGUIRE ASSOCIATES LLC AS GENERAL REAL ESTATE APPRAISER FOR THE CITY OF HOBOKEN FOR THE 2015 CALENDAR YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF \$93,500.00**

WHEREAS, service to the City as Real Estate Appraiser 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 published a Request for Proposals for the Professional Services of Real Estate Appraiser in accordance with the City's Request for Proposals, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McGuire Associates LLC responded to, and for which the Administration's Evaluation Committee determined McGuire Associates to be an acceptable choice for the position, cost and other factors considered; and,

WHEREAS, McGuire Associates 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, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$24,000.00 is available in the following appropriation account 5-01-20-150-030 in the CY2015 temporary appropriations, and I will immediately upon adoption of the CY2015 certify an appropriation of the remaining \$69,500.00 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2015 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 be awarded and entered into with McGuire Associates LLC to represent the City as General Real Estate Appraiser, in accordance with the scope of work detailed in the RFP, for the 2015 Calendar Year, for a total not to exceed amount of Ninety Three Thousand Five Hundred Dollars (\$93,500.00); and

BE IT FURTHER RESOLVED, that the contract shall be for Real Estate Appraisal services in accordance with the City's Request for Proposals, McGuire Associate's proposal, and the contract shall be for general services as directed by the Administration and Tax Assessor; and,

BE IT FURTHER RESOLVED, the contract shall include the following term: McGuire Associates LLC shall be paid the Ninety Three Thousand Five Hundred Dollars (\$93,500.00) in equal monthly installments for the twelve (12) calendar months in CY2015 for all services rendered, and these are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Administration, but must be clearly identified and described in full in the appropriate monthly invoice; 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 McGuire Associates LLC; 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,

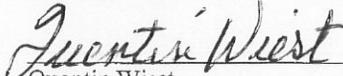
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn

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,

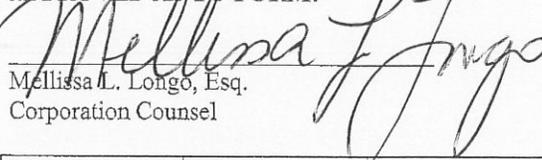
**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Meeting date: February 18, 2015

APPROVED:

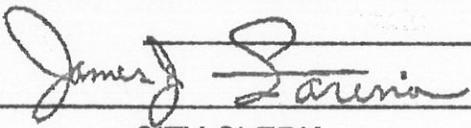
  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

  
CITY CLERK

Budget Account Maintenance

Add Edit Close Delete << >> Detail

Account: 5-01-20-150-030 Desc: Dept: Audit - Assessment

Acct Type: Sub Chk Acct: OPERATING Cap Flag:

Fund Type: Budget Class Id: Class Id 2:

Activity: Misc G/L Accounts Adopted Budget Detail

Activity To Date:

Encumber: 24,000.00 Budgeted: .00 Expended: .00

Expended: .00 Balance: -24,000.00 Trans-In: .00

Trans-In: .00 YTD Requested: .00 Reimburses: .00

Trans-Out: .00 Requested Balance: -24,000.00

Reimburses: .00

Cancel: .00

Current Period:

Expended: .00

Trans-In: .00

Trans-Out: .00

Reimburses: .00

Control Balance: 16,217.16 Control Requested Balance: 16,217.16



INTRODUCED BY:

SECONDED BY:

*[Handwritten signatures]*

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

**RESOLUTION AWARDING A PROFESSIONAL SERVICE  
CONTRACT TO BOSWELL ENGINEERING FOR CITY  
ENGINEER FOR THE JEFFERSON STREET PROJECT IN AN  
AMOUNT OF EIGHTEEN THOUSAND FIVE HUNDRED  
DOLLARS (\$18,500.00) PLUS AN EIGHT THOUSAND DOLLAR  
(\$8,000.00) OWNER'S ALLOWANCE, FOR A TOTAL NOT TO  
EXCEED AMOUNT OF TWENTY SIX THOUSAND FIVE  
HUNDRED DOLLARS (\$26,500.00), AND FOR A ONE YEAR  
TERM TO COMMENCE FEBRUARY 19, 2015 AND EXPIRE  
FEBRUARY 18, 2016**

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 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 provide the City with the most effective and efficient City Engineering services for the Jefferson Street Project, in accordance with their attached proposal; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell for the City's Engineering for the Jefferson Street Project, in accordance with their attached proposal, for a total contract amount of Twenty Six Thousand Five Hundred Dollars (\$26,500.00)[\$18,500.00 for the work/\$8,000.00 owner's allowance], with a one (1) year term to commence on February 19, 2015 and expire on February 18, 2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$26,500.00 is available in the following appropriation C-04-60-714-220 in the CY2015 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015 capital budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Twenty Six Thousand Five Hundred Dollars (\$26,500.00)[\$18,500.00 for the work/\$8,000.00 owner's allowance], with a one (1) year term to commence on February 19, 2015 and expire on February 18, 2016, for the Jefferson Street Project, in accordance with the attached proposal, and with the additional contract terms as follows:

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

2. The terms of 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

Reviewed:

Quentin Wiest  
 Quentin Wiest  
 Business Administrator

Approved as to Form:

Melissa Longo  
 Melissa Longo, Esq.  
 Corporation Counsel

Meeting Date: February 18, 2015

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

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

FEB 18 2015

James J. Sarena

CITY CLERK





January 19, 2015

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

Re: Engineering Design and Construction Inspection for  
Jefferson Street between 14<sup>th</sup> and 15<sup>th</sup> Street  
City of Hoboken  
Hudson County, New Jersey  
Our File No. PR-15-6433

Dear Mr. Morgan:

In accordance with your request, this letter shall serve as Boswell McClave Engineering's (Boswell) proposal for the engineering design and construction inspection services for the above referenced project. It is our understanding that this roadway has experienced visible settling and that there may be existing stormwater devices that warrant additional investigation.

Following is an outline of our scope of services associated with this work.

**SCOPE OF SERVICES**

Boswell will perform the following scope of services:

1. Prepare a boundary and topographic survey of the roadway that includes identification of all subsurface utilities and verification of right-of-way (ROW) lines
2. Perform a site inspection of all existing stormwater structures within project limits
3. Provide repair alternatives and construction cost estimates for evaluation
4. Prepare construction documents for public bidding
5. Assist the City of Hoboken (City) in the bidding process and provide Requests for Information (RFIs) as needed
6. Review contractor quotes and make a recommendation to the City
7. Coordinate and attend a pre-construction meeting with all affected parties

Mr. John Morgan, Director  
January 19, 2015  
Page 2

8. Provide construction inspection services during repair and resurfacing work
9. Review contractor invoices to the City and process for payment
10. Make a final inspection of the project improvements

**FEE PROPOSAL**

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed \$18,500.00. The billing will be based on our hourly rates in effect at the time the work is performed.

**ITEMS NOT INCLUDED IN THE ENGINEERING FEE**

1. Permit fees
2. New Jersey Department of Environmental Protection Permits
3. Easement plans or descriptions
4. Structural plans (including retaining walls)
5. Material testing

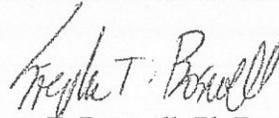
Additional work above and beyond what is outlined in the proposal will be performed as authorized by the City.

Thank you for the opportunity to submit this proposal. We look forward to providing our engineering services towards the successful completion of this project.

Should you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E., or me.

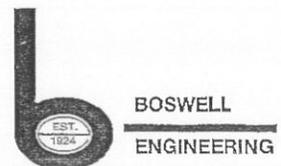
Very truly yours,

BOSWELL McCLAVE ENGINEERING



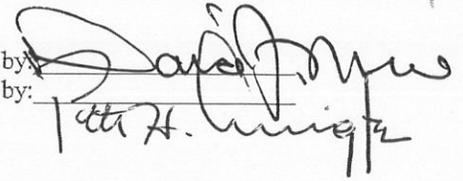
Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/JAP/REM/ajf  
150119REMP1.docx



A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: FEB 18 2015 CITY OF HOBOKEN  
 RESOLUTION NO. \_\_\_\_\_

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

*19*  


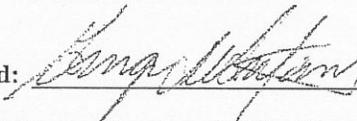
*James J. [Signature]*

~~RESOLUTION TO AMEND THE AWARD OF A CONTRACT TO STARR WHITEHOUSE, FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH AN EXPIRATION DATE OF DECEMBER 31, 2015, AND WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$15,000.00.~~

WHEREAS, the City previously awarded a design, permitting and construction oversight contract to Starr Whitehouse for Block 12 in a total not to exceed amount of \$358,551.00 through September 17, 2015, in accordance with applicable Local Public Contract and Pay to Play laws, and the City now seeks to amend that contract;

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 open space parks bond; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

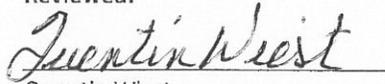
Signed:  George DeStefano, CFO

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

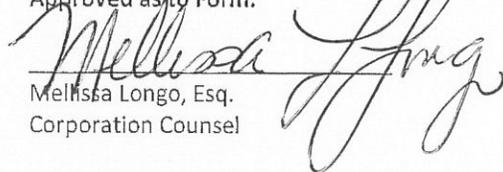
- A. This resolution amends the contract to Starr Whitehouse, for an additional \$15,000.00 (for services as described in the attached proposal of Starr Whitehouse) and for an extended term to expire December 31, 2015; the remainder of the terms shall be in accordance with the original agreement and all attachments thereto.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Reviewed:

  
 Quentin Wiest  
 Business Administrator

Approved as to Form:

  
 Melissa Longo, Esq.  
 Corporation Counsel

Meeting Date: February 18, 2015

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



Budget Account Maintenance

Add Edit Close Delete <> >> Detail

Account C-04-60-711-120 Desc [FUND 60 GRD 7-91 APPR 20 BASH]

Accr Type Line Item Control CnkAcct ICAPITAL CapFlag

Fund Type Capital/Trust Class Id: Class Id 2:

Activity Misc GL Accounts Adopted Budget Detail

Activity To Date

Current Period

Encumber	341,939.73	Budgeted	500,000.00	Expended	17,298.72
Expended	343,725.87	Balance	2,314,334.40	Trans-In	.00
Trans-In	2,500,000.00	YTD Requested	3,517.50	Trans-Out	.00
Trans-Out	.00	Requested Balance	2,310,816.90	Reimburse	.00
Reimburse	.00				
Cancel	.00				

Notes Exist



	restroom location	
7	Additional lighting coordination	
	<b>ADDITIONAL DESIGN FEE</b>	<b>\$15,000</b>

#### **Purchase and Deliver of the Portland Loo**

The Portland Loo was developed by the City of Portland, Oregon, which owns the rights to the design; Madden Fabrication of Portland has a license agreement with the city and fabricates the units. Madden Fabrication has provided Starr Whitehouse a quote for fabrication and deliver of a Portland Loo Unit, summarize below and attached separately for your information. Up until a purchase agreement is executed, this should be regarded as an estimate only.

1	Fabrication and delivery of Portland Loo	<b>\$96,995</b>
---	------------------------------------------	-----------------

#### **Preparation of Site and Installation of Delivered Unit**

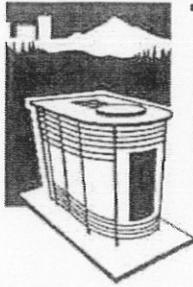
These costs have not yet been estimated, as we have not yet designed the connections and forwarded information to the team cost estimator. Final costs will be determined in the bidding of the construction contract. Based on my current understanding of the installation requirements, I expect the preparation of the site to cost less than half of the cost of the unit; however, additional information must be obtained to estimate the costs of handling and installing the unit after delivery. We will be researching this item to include the cost in the final estimate for the project.

Please let me know if you have questions or need additional information at this time.

Sincerely,



Stephen Whitehouse, ASLA, AICP  
Partner



**The  
Portland  
Loo** | *A Unique Solution to  
a Universal Problem*

# QUOTE

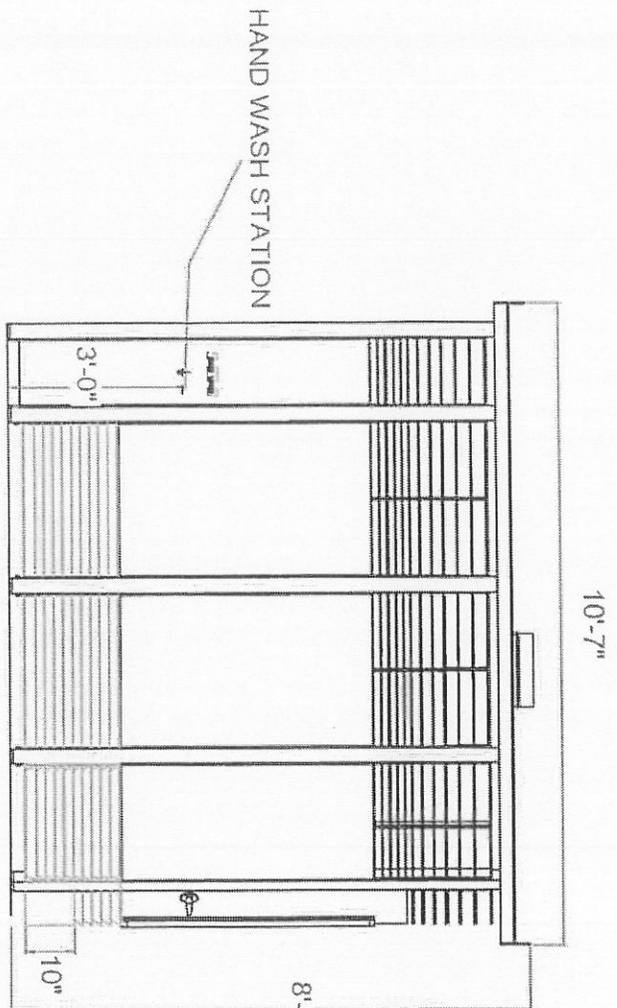
Date: January 23, 2015  
 Invoice #: [119]  
 Customer ID: Hoboken  
 Expires: 2/21/2015

To: Name: Wendy Andringa      Ship to: Zipcode 07  
 City  
 Zipcode: 07030

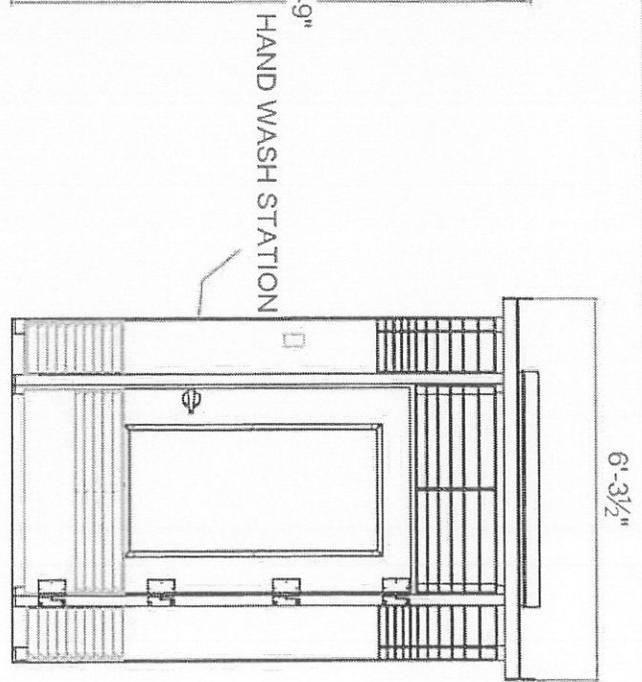
Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms
Evan Madden	Truck	FOB Our Truck	75 Days ARO	see attached

Item #	QTY	Description	Unit Price	Line Total
1	1	Portland Loo- Single occupant public toilet. Basic unit carbon steel posts and 304 SS panels, louvers, door & roof. 40W heat trace, interior and exterior LED lighting with photoeye and motion sensor control and occupancy counter, AC power option. (LH/RH door swing and LH/RH hand wash basin to be determined later) See attached drawings and specifications.	\$90,000.00	\$90,000.00
2	1	Portland Loo- Single occupant public toilet. Basic unit carbon steel posts and 304 SS panels, louvers, door & roof. 40W heat trace, interior and exterior LED lighting with photoeye and motion sensor control and occupancy counter, Solar Powered only option with 2 panel solar, 2 batteries, and solar controller. (LH/RH door swing and LH/RH hand wash basin to be determined later) See attached drawings and specifications.	\$92,000.00	\$92,000.00
3	1	Portland Loo- Single occupant public toilet. Basic Unit carbon steel psots and 304 SS panels, louvers, door & roof. 40w heat trace, interior and exterior LED lighting with photoeye and motion sensor control and occupancy counter, Hybrid power option with solar controler and 2 battery back up. (LH/RH door swing and LH/RH handwash basin to be determined later) See attached drawings and specifications.	\$92,600.00	\$92,600.00
4	1	Loo template	incl	-
5	1	foundation mounting hardware	incl	-





SIDE ELEVATION



FRONT ELEVATION

**GENERAL NOTES**

1. WEIGHT : 6,013 lbs
2. SQUARE FOOTAGE : 51.5
3. ALL STRUCTURAL STEEL TO BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC MANUAL 9th EDITION & A.W.S. ALL PANELS, LOUVERS, AND ROOF TO BE 304 STAINLESS STEEL, ASTM 500 GR. B FOR STRUCTURAL TUBING, ASTM A307 FOR ANCHOR BOLTS, AND VANDAL RESISTANT BOLTS & SCREWS.
4. ALL WELDING TO BE DONE BY CERTIFIED WELDERS.
5. ALL FASTENERS TO BE TAMPER RESISTANT FOR HEX PIN BITS.
6. RIVET NUTS TO BE C.F.T. SERIES AND STAINLESS STEEL 302.
7. ALL CARBON STEEL TO BE POWDER COATED

**DESIGN INFORMATION**

1. DESIGN IS BASED ON INTERNATIONAL BUILDING CODE IBC 2012 EDITION AND ASCE7-10
2. SNOW LOAD=25 PSF MAX
3. WIND DESIGN CRITERIA: 140 MPH (3-SECOND GUST) EXPOSURE C
4. SEISMIC DESIGN CRITERIA: SDS=1.0 MAXIMUM, R=6.5 (LIGHT FRAME SHEAR WALL), IMPORTANCE FACTOR=1
5. SEISMIC DESIGN CATEGORY: D
6. SITE CLASS D
7. CONTRACTOR TO VERIFY DESIGN PARAMETERS SHOWN WITH ACTUAL SITE CONDITIONS AND INSURE ACTUAL SITE PARAMETERS DO NOT EXCEED DESIGN

DATE	DESCRIPTION	BY	APP'D
7/20/14	SALES ORDER ELEVATION	BR	
7/20/14			
7/20/14			

PORTLAND LOD		DATE	9/5/14
FRONT AND SIDE ELEVATIONS		SCALE	0





1. **Terms of Payment.** 30% at time of order, 50% at time of shipment and remaining 20% Net 30 after receipt by customer.
  - a. **Deviation from Payment.** Payment Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyers and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to Madden Fabrication. Madden Fabrication does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 18 percent per annum or the highest lawful rate applicable, is such rate is less than 18 percent, from the date payment was due. The Madden Fabrication Warranty becomes null and void when payment is more than 5 business days past due.
  - b. **Tax.** Unless otherwise indicated on the Madden Fabrication quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state, county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.
  - c. **Fees.** Madden Fabrication is not responsible for any fees and or expenses related to licensing and inspections as per required by individual states or local governments.
2. **Change Orders.** All change orders must be signed by the buyer. Prices stated herein are valid for 1 month from the purchase order date, or two weeks from the purchase order date if unsigned, at which time Madden Fabrication may adjust its price if cost factors warrant. Additionally, any modifications to Madden Fabrication Portland Loo quote to customer, prior to formal approval, may result in a price adjustment. Any modification, to Madden Fabrication Portland Loo quote to customer, after formal approval, requested or required by Buyer for any reason shall be performed by Madden Fabrication at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to Madden Fabrication (ii) within 14 days of receipt of Buyer's description, Madden Fabrication shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to Madden Fabrication in accordance with payment terms.
3. **Terms of Delivery.** Madden Fabrication Will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for a damages suffered by the buyer by reason of such delay, when such delay is beyond Madden Fabrication control. All goods are shipped F.O.B. Portland, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Portland, Oregon. Madden

Fabrication has no control over arrival time of shipment, and shall not be responsible for delays in shipments once the goods leave Madden Fabrication plant.

**a. Procedures for Handling Products. Madden Fabrication** Suggested procedures for handling products are as follows:

- i. All Madden Fabrication materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the Portland Loo Installation Procedures Submitted with respect to the specified model of Portland Loo restroom facility or component.
- ii. All material received from, but not manufactured by Madden Fabrication must be handled per the specific handling instructions of the manufacturer of the material.
- iii. **PROPER HANDLING EQUIPMENT. ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE BUYER.**

4. **Description of Products and Warranty.** The Portland Loo and all its associated components shall be warranted against defects in materials and workmanship for a period for not less than one year from date of final acceptance.
5. **Time of Shipment and Delivery.** Unless otherwise specified on the purchase order, Madden Fabrication may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a Madden Fabrication shipment order by a Buyer is ready to deliver the goods to the buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.
6. **Store & Invoice.** If Buyer delays shipment, regardless of the reason for delay, Madden Fabrication is permitted to invoice and the Buyer accepts the obligation to pay Madden Fabrication under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date. Once the order is invoiced, the materials shall become property of the agency/contractor. Further Madden Fabrication may at its sole discretion invoice the Buyer for a **minimum** of \$450 per month of on-site storage. Deliveries that are delayed by the Buyer may be canceled by Madden Fabrication and the goods returned to Madden Fabrication at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of Madden Fabrication's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipment cost if Madden Fabrication elects to cause the goods to be returned to Madden Fabrication ore delivered to another Buyer.
7. **Cancellation.** Mutual acceptance of the purchase order indicates notice to Madden Fabrication to proceed with the provisions of design service required in completing its fabrication of Portland Loo per this purchase order agreement. Should Buyer cancel its purchase order prior to granting Notice to Proceed in production of the Portland Loo, Buyer shall pay the design fee stated in the purchase order as compensation for design services rendered. Madden Fabrication requires the Buyer indicate approval of its supply offering by executing the signature page of the Purchase order agreement document and Notice to Proceed. Upon granting Madden Fabrication approval of this purchase order agreement and Notice to Proceed in producing the Portland Loo.

8. **Special Orders.** All products sold by Madden Fabrication are custom to each particular job. Payments toward any product, one made are non-refundable.
9. **Contract Documents.** Together with the Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) Approved "final" Madden Fabrication this purchase order agreement and (ii) Change Order form (if applicable).
10. **Attorney Fees.** If Buyer fails to pay any amount when due, and Madden Fabrication incurs any expenses in pursuant of collection. Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.
  - a. In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues related to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs disbursements, and other expense incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursement, and other expenses that will be reasonable incurred in collecting monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding
  - b. This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon Multnomah County, with respect to litigation regarding any dispute, claim or other matter related to this contract.
11. **Controlling Provisions.** The terms and conditions of this Purchase Order shall supersede and control any provisions, terms and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions thereof.
12. **Binding Effect.** This Purchase Order agreement shall be effective and in force only when signed by Buyer and also Madden Fabrication. Madden Fabrication must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representative, successors, and assigns of the parties.
13. **Notice.** All notices required by this Purchase Order shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States Mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

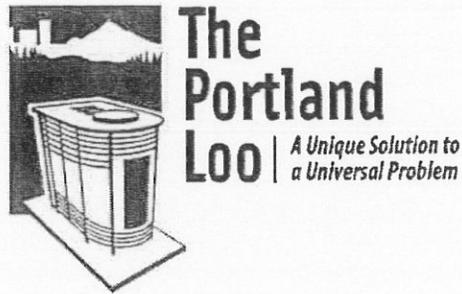
- 14. Modification.** No modifications of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.
- 15. Interpretation.** The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation of the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.
- 16. Severability.** The invalidity of any terms or provisions of the agreement shall not affect the validity of any other provisions.
- 17. Waiver.** Waiver of any party of strict performance of any provisions of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or any other provision.
- 18. Counterparts.** This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

X \_\_\_\_\_  
Buyer's Authorized Representative

X \_\_\_ / \_\_\_ / \_\_\_  
Date

X \_\_\_\_\_  
Portland Loo Representative

X \_\_\_ / \_\_\_ / \_\_\_  
Date



## SECTION 13 34 00 FABRICATED ENGINEERED STRUCTURES

### PART 1: GENERAL

#### 1.1 DESCRIPTION

This section includes all material and labor required in the fabrication and placement of the "Portland Loo" facility as shown in drawings.

#### 1.2 SCOPE

- A. Building materials shall be supplied by Portland Loo Inc. Portland Loo Inc. 2550 NW 25<sup>th</sup> Place Portland, OR 97210  
Phone: 503-226-3968; Fax: 503-242-2446, E-mail: info@theloo.biz\_or  
approved equal
- B. Generally, work will include site preparation, installation of underground plumbing, foundation and pad construction, and building placement.
- C. Requests for substitution shall be submitted to the Owner a minimum of 10 days prior to bid date. The request shall be a complete package as noted below:
  - i. Documents to be in CSI format
  - ii. Product literature/or brochure illustrating appearance, layout, building shape, materials, and assembly manual
  - iii. Certificate from manufacturer that the proposed substitution is in compliance with all provisions of this specification
  - iv. List of five (minimum) completed projects, including contact names and phone numbers, that are similar in scope and magnitude
  - v. Proof of at least five years of experience as a pre-engineered building supplier

### 1.3 DOCUMENTATION

Provide all necessary documents for approval and installation.

- A. Construction documents include:
  - i. Detailed plans
  - ii. Specifications
  
- B. Floor plan dimensions: 6'-4" W x 10'-7" L x 8'-9<sup>1</sup>/<sub>2</sub>" Tall

### 1.4 REFERENCES

- A. ASTM A36
- B. ASTM A500
- C. ASTM A650 Grade 60
- D. ADAAG
- E. CBC
- F. CSFM
- G. ANSI
- H. ASME
- I. MILITARY SPECIFICATION V-29193

### 1.5 DESIGN CRITERIA

- A. Members to withstand dead load, design loads and wind loads as calculated in accordance with the latest version of state and local building codes
- B. Portland Loo Inc. reserves the right to make substitutions of equivalent materials and items without notice
- C. Design loads: Refer to drawings
- D. Accessibility: Design shall meet the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and California Building Codes

## 1.6 SUBMITTALS

- A. Indicate profiles, sizes, spacing(s), location of structural members, connections, attachments, openings, fasteners, loads and reinforcements.
- B. Indicate wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, and method of installation.
- C. Submit manufacturer's installation instructions, manuals, and data sheets.
- D. The "Portland Loo Restroom" building and all its associated components shall be warranted against defects in materials and workmanship for a period of one year from date of final acceptance.

## 1.7 WORK SUPPLIED BY INSTALLER

- A. The items noted as "*supplied by installer*" shall be supplied by the building installer.
- B. Refer to drawings for quantities, dimensions, locations, and installations methods for items described in this section.
- C. The installer shall supply any parts not listed in the Portland Loo Inc. submittal, including but not limited to items specified in the final plans and items required by building codes.
- D. The installer shall be responsible for ensuring that the concrete foundation and slab are adequate for the site conditions and the purpose for which the building and foundation/slab are intended.
- E. All equipment, labor, and trades to unload the building, excavate the site, install the underground plumbing, build concrete forms, supply and install the reinforced concrete footings and slab, and install the building and fixtures.
- F. 1-1/4" minimum water line is required to supply the toilet and hand wash facility shall be included
- G. 4" ABS sanitary sewer line is required to service the restroom shall be included.
- H. The building installer is responsible for the supply and installation of all other items indicated on final plans or required by building codes. Portland Loo Inc. does not supply these items.

## PART 2: PRODUCTS

### 2.1 CONCRETE

Slab and footings *supplied by installer* - 2500 psi strength at 28 days ii. ASTM A615 grade 60 rebar reinforcement

### 2.2 STEEL

- A. Prefabricated building frame posts supplied by Portland Loo Inc. - The prefabricated steel frame is to be constructed of 3" ASTM A500 mild square tube steel.
- B. Prefabricated roof system supplied by Portland Loo Inc.
  - i. The prefabricated roof will consist of 3/16" ASTM A304L Stainless Steel plate, with 3/16" ASTM A304L36 Stainless Steel plate formed around the exterior for fascia.
  - ii. The prefabricated roof system will include (4) 2000# lifting eyes that will act as pick points for the prefabricated roof system. In addition, (4) 1" drains for water runoff shall be included.
- C. Wall panels supplied by Portland Loo Inc.
  - i. The wall panels will be 3/16" ASTM A304 Stainless steel structural plate steel.
  - ii. All wall panels are channel formed around the perimeter and bolted to the prefabricated building frame.

### 2.3 OPENINGS

- A. Louvers supplied by Portland Loo Inc.

The frame and louvers will be fabricated from 1/4" 304/304L ASTM A240A stainless steel plate. Louver panels will be bolted to steel fabricated frames and columns.

- B. Skylight supplied by Portland Loo.

Pre-assembled 304/304L ASTM A240A stainless steel frame with 1/8" translucent double pane 1/8" tempered glass. Base frame to be seal welded to roof and glass panel secured using 304/304L ASTM removable cover plate with drip edge.

C. Man door supplied by Portland Loo Inc.

- i. 3/16" 304/304L ASTM A240A stainless steel plate with formed edges around perimeter, 3/16" Formed channel stiffeners, and an integrated door louver fabricated from 3/16" 304/304L ASTM A240A stainless steel plate.
- ii. Door hinges shall be 5" x 5" type 304 stainless steel (dull finish) mortise template hinge with bearing removable pin. Attached with #12 stainless steel flat head screws vandal resistant security screws.
- iii. Lever lock shall be Best HD door lever 9k series complies with ADA and California Fire Safety Code (CSFM). Dormitory locking feature to keep door from locking after departure. Satin Chrome finish. Installation on-site with supplied hardware.
- iv. Door closer shall be LCN 4111 inside surface mounted door closer with fast power adjust, shall comply with ADA requirements. Door closer shall be tested and certified under ANSI Standard A156.4, grade one.

D. Mechanical room doors supplied by Portland Loo Inc.

- i. 3/16" ASTM A304 Stainless Steel plate.
- ii. Door hinges shall be type 304 stainless steel piano hinge without holes. .075" thick, 3" width, 1/4" pin diameter. Attached with stainless steel screws.
- iii. Locks to be Schlage 920LM/DM Series Zinc die cast 1-1/8" body diameter. Cores passed ANSI/BHMA A156.11, grade 1 testing. Satin chrome finish to accept Schlage large format IC cores by installer. Qty 2 per door.

## 2.4 PLUMBING

A. Toilet supplied by Portland Loo Inc.

- i. Acorn Dura-Ware 2105 Series wall hung, 16-ga. type 304 stainless steel. Seamlessly welded from a one piece vandal resistant unit. Fully enclosed trap, Siphon Jet flushing action, and integral elongated seat. Designed for low consumption with appropriate flush valve.
- iii. Designed to meet or exceed ASME 112.19.3-2008 and CSA B45.4-2008 for hydraulic performance and ASME 112.19.3-2008 for physical dimensions.
- iv. Exposed surfaces polished to a satin finish.

B. Flushometer supplied by Portland Loo Inc.

- i. Sloan 952-1.6 concealed manually operated water closet flushometer.
- ii. Valve body, cover, tailpiece and control stop shall be in conformance with ASTM alloy classification for semi-red brass.
- iii. Valve shall be in compliance to the applicable sections of ASSE 1037, ANSI/ASME 112.19.2, and military specification V-29193.
- iv. ADA compliant non-hold-open feature type actuator.

C. Exterior hand wash station supplied by Portland Loo Inc.

- i. Acorn BPH chrome plated brass filler spout with push button actuator and a pneumatic valve.
- ii. Acorn 03-M pneumatic metering valve
- iii. Acorn PBH air-trol push button requires less than 5 lb force operation.

## 2.6 FURNISHINGS

A. Grab bars supplied by Portland Loo Inc.

WH Cress 6800 series stainless steel grab bars, 4-ga, satin finish 1-1/2" outside diameter 22-ga round snap on concealed mount.

B. Toilet paper dispenser supplied by Portland Loo Inc.

One, 2-roll 12ga 304 Stainless steel, rolling dispenser with 1" long, lockable.

C. Hand sanitizer dispenser supplied by Portland Loo Inc.

- i. McMaster 2783K26 Chrome-plated Gravity-Flow Valve fed from interior reservoirs
- ii. Stainless steel faceplate, high impact polystyrene soap vessel liner, chrome-plated brass soap valve with ABS mechanism that requires less than 5lbs of force.
- iii. 32oz bottle soap reservoir secured inside locked back water closet space.

D. Trash Receptacle supplied by Portland Loo Inc

- i. Bobrick B-279 Wall Mount 18-8S, type-304 Stainless steel with Satin finish, 22 gauge one piece sides, back and bottom, all welded construction, top edge hemmed and bottom. Bolted to back wall.
- ii. Liner – Heavy-gauge vinyl with four grommets removable for servicing.

E. Signs supplied by Portland Loo Inc.

- i. Restroom entry signs shall be fastened to exterior walls alongside entry doors to meet ADA requirements, Hand Sanitizer sign on inside above hand sanitizer pump, Hand Wash sign on outside above hand wash control valve.
- ii. Graphics and grade 2 Braille on injection molded plastic signs, black or blue color. Unisex #2385233.
- iii. Dimensions: Qty (2) 8" wide by 8" tall by 1/8" thick.
- iv. Dimensions: Qty (1) 8" wide by 2" tall by 1/8" thick "Hand Sanitizer" sign
- v. Dimensions: Qty (1) 8" wide by 2" tall by 1/8" thick "Hand Wash" sign

## 2.8 FINISHES

All exposed Stainless steel and steel surfaces are sandblast finish and two coats of Tiger Drylac Anti-graffiti Powder coat clear finish or one coat exterior color and one coat Tiger Drylac Anti-graffiti Powder coat clear finish.

## 2.9 ELECTRICAL

Electrical system and components Supplied by Portland Loo Inc. - Furnished and wired by electrical contractor licensed in the state of Oregon. Wiring, conduit, electrical enclosures are UL listed.

- A. Exterior lighting – LED Flexlight light rope, 3 Watts per foot. Blue lighting.
- B. Interior Lighting – Two LED Plug in module lights, Model #LED-BL20-RGB, 20” long with 24 LED lights, 5.76 Watts and 10 lumens per module.
- C. Lighting control – Photoeye – 24 VDC Wattstopper Model #EM-24A2.
- D. Electrical heat trace and Thermostat – Heatline Kompensator heat trace with 6 watts per foot and 24V DC powered. Heat trace controlled by Engenity Solitat II Solid State DC thermostat set to close at 40 deg Fahrenheit or below, 6V to 24V operation and 20Amp load capability.
- E. Solar panels – Qty (3) Sanyo HIT 190 Solar panels.
- F. Solar Controller – Outback Max60
- G. Deep Cycle Battery – Qty (2) Deka 12V 400 AHR Batteries with quick disconnect 6 AWG wires and connectors wired in Series for 24V DC supply power.
- H. Load Center (non-solar units) – Eaton BR load center and Eaton BR Series breakers. Only on Non-solar Portland Loo.
- I. Meter Panel (non-solar units if requested) – Cooper AW114TB UL 414 listed and complies with C12.7. Only on Non-solar Portland Loo.
- J. Sola 24 V DC power supply 110V AC input, 240 Watt – model SDN 10-24-100C. Only on non-solar Portland Loo
- F. Electrical Enclosure - NEMA (include wording for grounding by others) Including breakers and fusing, wire terminations, Control relays and Sola 24V DC power supply (non-solar units).

## **PART 3: EXECUTION**

### **3.1 SITEWORK**

A. Refer to site plan.

- i. Structural fill per geotechnical reports (by others).
- ii. Site grading and structural fill (by others).
- iii. Building foundation structural fill (by others).
- iv. Structural fill to bring the site to grade and compaction (by others)
- v. Structural fill for footing foundation and slab grading per plan (by installer).
- vi. Sidewalks (by installer).

### **3.2 BUILDING ERECTION**

- A. Verify site conditions are prepared for building installation.
- B. Do not field cut or alter structural members without approval of architect or engineer.
- C. Install in accordance with manufacturer's instructions.

**END OF SECTION 13 34 00**

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

**CITY OF HOBOKEN**

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

**Resolution Authorizing Submission of Grant Application to Sustainable Jersey**

**Small Grants Program and Acceptance of Grant if Awarded**

**WHEREAS**, Sustainable Jersey is a nonprofit, nonpartisan organization that provides tools, training and financial incentives to support and reward communities as they pursue sustainability programs; and

**WHEREAS**, Sustainable Jersey identifies resources to help municipalities develop a comprehensive sustainable community program including financial resources in the form of grants and incentives, and technical support in the form of trainings, access to support organizations, and guidance material; and

**WHEREAS**, Sustainable Jersey registered towns get special priority access and notification of incentives and grants, and are eligible for the Sustainable Jersey Small Grants program; and

**WHEREAS**, Sustainable Jersey announced that \$200,000 in grant funds is available for communities participating in the Sustainable Jersey certification program to support sustainability initiatives and projects; and

**WHEREAS**, Sustainable Jersey is making twenty (20) \$2,000 Capacity Building Grants available to support local Green Teams; and

**WHEREAS**, The Sustainable Jersey Small Grants are intended to help local governments make progress toward a sustainable future in general, and specifically toward Sustainable Jersey certification; and

**WHEREAS**, the City of Hoboken is requesting \$2,000 for the purchase of 500 reusable shopping bags which will be distributed in May 2015 at the Hoboken Green Fair to vendors, who will provide the bags for consumers to use in lieu of plastic bags, and no city match is required; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor or her designee is hereby authorized to submit a grant application to Sustainable Jersey for its Small Grants Program on behalf of the City of Hoboken.

**BE IT FURTHER RESOLVED** that the Mayor or her designee is hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**Meeting date: February 18, 2015**

APPROVED:

*Quentin Wiest*  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*Melissa L. Longo*  
Melissa L. Longo  
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

*James J. Sarcina*

CITY CLERK

City of Hoboken  
Sustainable Jersey  
2015 Small Grants Program Narrative

The City of Hoboken Green Team is requesting \$2,000 in funding from the Sustainable Jersey Local Capacity Building Grant Program. This funding will support direct expenses for educational programs and demonstration projects that raise the public's awareness of the Hoboken Green Team, promote sustainability to Hoboken residents, and influence the behaviors of consumers to impact sustainable living.

The project scope includes the purchase of 500 reusable shopping bags to be imprinted with the Hoboken Green Team logo. The bags will be distributed in May 2015 at the Hoboken Green Fair to vendors, who will provide the bags for consumers to use in lieu of plastic bags. These bags were hugely popular at the 2014 Hoboken Green Fair, where all 250 were quickly distributed to residents. While difficult to quantify the environmental impact, establishing a preference for reusable bags has long-term benefits by reducing the amount of plastic bags that enter landfills.

Additionally, the distribution of the bags allows Green Team members to communicate with residents and green vendors, promote awareness about city-led sustainability initiatives, foster stronger relationships with local organizations advancing sustainability, and build the capacity of Green Team members to work collaboratively on planning, implementing and completing projects.

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015 CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

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

*[Handwritten signatures]*

*[Handwritten signature]*

~~RESOLUTION AUTHORIZES AN ASSIGNMENT OF THE CONTRACT WITH  
QUEEN MARGHERITA INC. D/B/A QUEEN MARGHERITA EXPRESS TO  
ASSIGN THE CONTRACT FROM QUEEN MARGHERITA INC. D/B/A QUEEN  
MARGHERITA EXPRESS TO PANIGERO, LLC~~  
CITY CLERK

WHEREAS, the City of Hoboken entered into a lease agreement with QUEEN MARGHERITA INC. d/b/a QUEEN MARGHERITA EXPRESS pursuant to a public bid; and,

WHEREAS, by email dated February 5, 2015, QUEEN MARGHERITA INC. d/b/a QUEEN MARGHERITA EXPRESS advised that all future operations relating to QUEEN MARGHERITA INC. d/b/a QUEEN MARGHERITA EXPRESS's outstanding contracts shall be assigned to Panigero, LLC, and the City now wishes to formally assign the Sinatra Park Lease to Panigero, LLC to ensure continued adherence to the lease agreement; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the assignment of the lease agreement from QUEEN MARGHERITA INC. d/b/a QUEEN MARGHERITA EXPRESS to the below listed vendor is authorized and ratified as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The original lease agreement is hereby assigned formally and entirely to Panigero, LLC, and the assignment shall be executed by all three parties prior to the assignment herein being effective.
3. 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.
4. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced assignment based upon the attached information supplied by Panigero (attached hereto).

Meeting date: February 18, 2015

APPROVED:

*[Handwritten signature: Quentin Wiest]*  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*[Handwritten signature: Melissa L. Longo]*  
Melissa L. Longo, Esq.  
Corporation Counsel

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

**From:** [Leo Pellegrini](#)  
**To:** [Alysia Proko](#)  
**Subject:** FW: Sinatra Park Blue Eyes Cafe  
**Date:** Wednesday, February 11, 2015 10:59:38 AM

---

Here you go!

**From:** Nella Cicchino [mailto:nellacicchino@gmail.com]  
**Sent:** Thursday, February 05, 2015 1:28 PM  
**To:** Alysia Proko  
**Cc:** Leo Pellegrini  
**Subject:** Sinatra Park Blue Eyes Cafe

As per your conversation with Mr. Pucci. We are requesting a re-assignment of the lease; the new company is Panigero, LLC. I am attaching copies of the Ins. Certificate, Business Registration and a letter of request.

Thank you,  
Nella

--

Nella Cicchino

11/05/14

Taxpayer Identification# 471-895-205/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

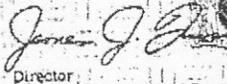
If you have any questions or require more information, feel free to call our Registration Hotline at (609)282-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fuscone  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 11 TRENTON, NJ 08646-0011
TAXPAYER NAME: PANIGERO LLC	TRADE NAME:	
ADDRESS: 525 SINATRA DRIVE HOBOKEN NJ 07030	SEQUENCE NUMBER: 111658	
EFFECTIVE DATE: 11/04/14	ISSUANCE DATE: 11/05/14	
	 Director New Jersey Division of Revenue	

FORM 550  
11-2011 12/15/14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Village Insurance Agency 95 Westfield Ave Clark NJ 07066		<b>CONTACT NAME:</b> Aldo Tripicchio <b>PHONE (AC, No. Ext):</b> (732) 396-4466 <b>FAX (AC, No.):</b> (732) 396-4469 <b>E-MAIL ADDRESS:</b> atripicchio@village-insurance.com	
<b>INSURED</b> Panigero LLC 246 Washington Ave Nutley NJ 07110		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mercer Ins. Co. NAIC # 14478 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** CL14121912442      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SCFP0015297	10/16/2014	10/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below			N/A			WD STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> (973) 662-0244 City of Hoboken 94 Washington St Hoboken, NJ 07030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joseph Petullo/JDP
---------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Panigero, LLC  
t/a Blue Eyes at Sinatra Park Hoboken  
160 Franklin Avenue  
Nutley, NJ 07110

City of Hoboken  
Ref: Lease at Sinatra Park

To Whom It May Concern:

We kindly request that you re-assign the lease at the above mentioned location from Queen Margherita to Panigero, LLC. At the time of bidding we had not formed this corporation.

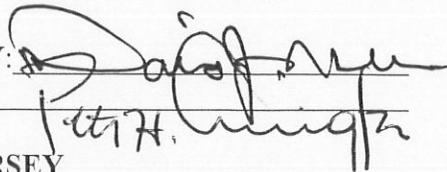
I am also attaching copies of:  
-Business Registration Certificate  
-Certificate of Insurance

Thank you and please let me know if any other information is needed.

Sincerely,

  
Ruggero Pucci  
Partner  
Panigero, LLC

INTRODUCED BY:  
SECONDED BY:



CITY OF HOBOKEN, NEW JERSEY

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

**RESOLUTION CANCELLING A PORTION OF CERTAIN  
PRIOR SPECIAL EMERGENCY APPROPRIATIONS FOR  
EXTRAORDINARY EXPENSES ASSOCIATED WITH  
DAMAGE FROM HURRICANE SANDY**

**BACKGROUND**

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

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

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

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

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

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

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

**WHEREAS**, pursuant to and in accordance with N.J.S.A. 40A:4-54, pursuant to a resolutions adopted by the City Council on November 13, 2012, November 28, 2012 and December 19, 2012 and February 20, 2013 (collectively, the "Prior Resolutions"), the City created special emergency appropriations in the aggregate amount of \$7,350,000 to provide for the costs of the clean-up, reconstruction and repair of the damage caused by the Storm to the City

including, but not limited to, capital expenditures and expenses related to salaries and wages of municipal personnel related thereto (collectively, the "Original Appropriations"); and

**WHEREAS**, subsequent to the adoption of the Prior Resolutions, the City has been able to finally determine the actual costs incurred (or to be incurred) resulting from damages caused by the Storm, which aggregate actual costs are, fortunately, lower than originally anticipated; and

**WHEREAS**, as a result of such determination, and in order to provide relief to the taxpayers of the City, the City is now desirous of cancelling \$600,000 of the authorized Original Appropriations, as such amounts will not be required for the payment of remaining costs associated with the clean-up, reconstruction and repairs resulting from the Storm.

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

**Section 1.** The amount of \$600,000 is hereby cancelled from the Original Appropriations authorized by the Prior Resolutions.

**Section 2.** To the extent necessary or required, the financial records of the City shall be amended to exclude or otherwise account for the \$600,000 appropriation cancelled hereby.

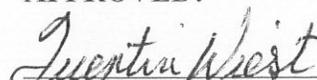
**Section 3.** All other parts of the Prior Resolutions not affected hereby shall remain in full force and effect.

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

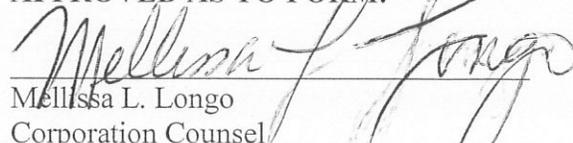
**Section 6.** This resolution shall take effect immediately upon adoption this 18 day of February, 2015.

**Meeting date: February 18, 2015**

**APPROVED:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Melissa L. Longo  
Corporation Counsel

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

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

FEB 18 2015

*James J. Sarena*

CITY CLERK

Introduced By: [Signature] 73  
Second By: [Signature]

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

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling \$5,917.03

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
LT NATIONAL TITLE SERVICES 89 HUDSON STREET, 4 <sup>TH</sup> FLOOR HOBOKEN, NJ 07030	13/1/C002C	78-80 JACKSON ST	2/14	\$1,792.05
ANNALEE VAN KLEECK 256 FIRST STREET #3 HOBOKEN, NJ 07030	34/36/C0003	252-256 FIRST ST	4/14	\$2,136.31
TAB LAW FIRM PC 65 BROADWAY, STE 824 NEW YORK, NY 10006	21/1/C007F	300-306 NEWARK ST	3/14	\$1,988.67

Meeting: February 18, 2015

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

FEB 18 2015

[Signature]  
CITY CLERK

Approved as to Form:  
[Signature]  
CORPORATION COUNSEL  
[Signature]  
Sharon Curran, Tax Collector

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 18 2015

Sponsored by: [Signature]

Seconded by: [Signature]

[Signature]  
CITY CLERK

City of Hoboken

Resolution No. \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Special and Regular meetings of February 3, 2015** have been reviewed and approved by the Governing Body.

[Signature]  
Approved as to form:

Meeting Date: February 18, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
Jim Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason		/		
David Mello	/			
Tim Occhipinti	/			✓
Michael Russo				✓
President Ravi Bhalla				