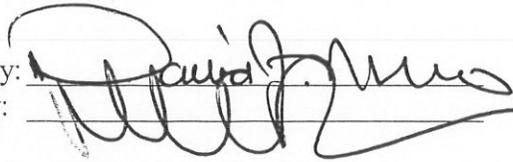


Introduced by:
Seconded by:



**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY EXTENSION OF AMENDED AND
RESTATE PILOT AGREEMENT WITH JEFFERSON
ADAMS REHAB COMPANY RELATING TO THE CLOCK
TOWERS PROJECT WITHIN THE CITY OF HOBOKEN**

WHEREAS, Jefferson Adams Rehab Company is a New Jersey limited partnership (the “**Entity**”) subject to the Limited-Dividend Nonprofit Housing Corporations or Associations Act, *N.J.S.A. 55:16-1 et seq.* (the “**Limited-Dividend Law**”), and owns and operates a housing project located at 300 Adams Street in the City (the “**Property**”) consisting of 173 residential units, 68 of which receive project-based Section 8 housing, and generally known as “Clock Towers” (the “**Project**”); and

WHEREAS, on December 19, 1974, the City of Hoboken (the “**City**”) entered into an In Lieu Tax Payment Agreement to provide payments in lieu of taxes with respect to the Property and the Project under the Limited-Dividend Law, which agreement was amended on or about December 2000 pursuant to an Amended and Restated PILOT Agreement (the “**PILOT Agreement**”); and

WHEREAS, pursuant to the terms of the PILOT Agreement, the tax exemption on the Project will terminate after 40 years on or about March 26, 2015; and

WHEREAS, the Limited-Dividend Law permits tax exemptions and payments in lieu of taxes for a term of up to 50 years; and

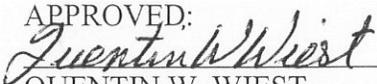
WHEREAS, the Entity has requested an extension of the PILOT Agreement for an additional 10 years as permitted under the Limited-Dividend Law; and

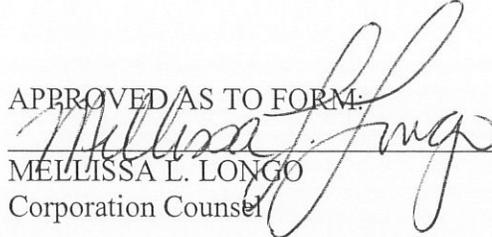
WHEREAS, the City has determined that it is in the best interests of the residents of the Project and the City to grant a temporary extension of the PILOT Agreement for a ~~6~~³ month period in order to determine if the Entity and the Project satisfy the requirements under the Limited-Dividend Law for a full extension.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson and State of New Jersey, that the temporary extension of the PILOT Agreement for a period of only ~~6~~³ months should be granted in order to allow the City and its professionals to determine whether the Entity and the Project are eligible for a full extension of the PILOT Agreement under the Limited-Dividend Law.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute a Temporary Extension of Amended and Restated PILOT Agreement substantially in the form attached hereto as Exhibit A, with such changes, revisions or amendments as may be deemed necessary by the Mayor in consultation with City staff and professionals.

Meeting date: MAR 18 2015, 2015

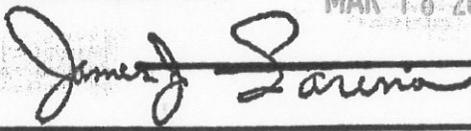
APPROVED:

 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:**

MAR 18 2015



CITY CLERK

**TEMPORARY EXTENSION OF
AMENDED AND RESTATED PILOT AGREEMENT**

THIS TEMPORARY EXTENSION OF AMENDED AND RESTATED PILOT AGREEMENT (this “**Agreement**”), is dated as of _____, 2015 and is by and between:

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, having its principal office at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the “**City**”)

AND

JEFFERSON ADAMS REHAB COMPANY., a New Jersey limited partnership subject to the Limited-Dividend Nonprofit Housing Corporations or Associations Act, *N.J.S.A. 55:16-1 et seq.* (the “**Limited-Dividend Law**”), having offices at _____, and its successors and assigns (the “**Entity**”, and together with the City, the “**Parties**”).

WITNESSETH

WHEREAS, the Entity owns and operates a housing project located at 300 Adams Street in the City (the “**Property**”) consisting of 173 residential units, 68 of which receive project-based Section 8 housing, and generally known as “Clock Towers” (the “**Project**”); and

WHEREAS, on December 19, 1974, the Parties entered into an In Lieu Tax Payment Agreement to provide payments in lieu of taxes with respect to the Property and the Project under the Limited-Dividend Law, which agreement was amended on or about December 2000 pursuant to an Amended and Restated PILOT Agreement (the “**PILOT Agreement**”); and

WHEREAS, pursuant to the terms of the PILOT Agreement, the tax exemption on the Project will terminate after 40 years on or about March 26, 2015; and

WHEREAS, the Limited-Dividend Law permits tax exemptions and payments in lieu of taxes for a term of up to 50 years; and

WHEREAS, the Entity has requested an extension of the PILOT Agreement for an additional 10 years as permitted under the Limited-Dividend Law; and

WHEREAS, the City has determined that it is in the best interests of the residents of the Project and the City to grant a temporary extension of the PILOT Agreement for a 6 month period in order to determine if the Entity and the Project satisfy the requirements under the Limited-Dividend Law for a full extension.

NOW, THEREFORE, in consideration of the premises, the City and the Entity hereby agree as follows:

1. The foregoing recitals are incorporated as if set forth in full herein.

2. The PILOT Agreement is hereby extended for a period of ~~8~~³ months until September 26, 2015 (the “**Extension Period**”). If the City does not grant any further extensions within the Extension Period, the PILOT Agreement shall terminate in accordance with the terms therein and the Limited-Dividend Law.

3. The Entity shall deposit the amount of Ten Thousand Dollars (\$10,000) to the City, which the City has deposited into an interest bearing escrow account established by it for the payment of its reasonable and necessary third-party costs relating to the review, analysis, negotiation and preparation of any documents relating to an extension of the PILOT Agreement during the Extension Period. If, when and as often as may occur that the escrow account is drawn down to Three Thousand Dollars (\$3,000), then the Entity, upon the City’s written request, shall within fifteen (15) business days thereafter, provide to the City for deposit funds sufficient to replenish the escrow account to the amount of Ten Thousand Dollars (\$10,000) for use in accordance with these terms, unless such time period shall be extended for good reason by the City in its sole discretion. In the event this Agreement either expires or is lawfully terminated by the City or Entity, then all escrowed monies and the interest earned thereon shall be returned to the Entity following the payment from the fund of any costs incurred by the City up to the time of said expiration or cancellation.

4. All other terms and provisions of the PILOT Agreement shall remain in full force and effect during the Extension Period.

5. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

WITNESS:

JEFFERSON ADAMS REHAB COMPANY

By: _____
Name: _____
Title: _____

CITY OF HOBOKEN

James J. Farina, RMC
City Clerk

By: _____
Dawn Zimmer
Mayor

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO VALUE RESEARCH GROUP FOR THE PROVISIONS OF APPRAISAL SERVICES FOR BLOCK 12 IN ACCORDANCE WITH VALUE RESEARCH GROUP'S MARCH 11 PROPOSALS IN THE TOTAL AMOUNT OF \$15,000.00

WHEREAS, the City urgently requires the professional services of real property appraisers for the appraisal of Block 12, and the total cost of said services is under \$17,500.00, which is therefore below the bid and Fair and Open thresholds; and,

WHEREAS, the City sought the proposal of the reputable appraisal firm Value Research Group for said services, and said proposals (both dated March 11, 2015) are attached hereto; and,

WHEREAS, pursuant to the recommendation of the City special counsel, the Administration now seeks a contract award of the Council for said services; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000.00 is available in the following appropriations: C-04-60-711-120 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: George DeStefano, George DeStefano, CFO

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

- A. This resolution awards a contract to Value Research Group for professional real property appraisal services, in the total amount of Fifteen Thousand Dollars (\$15,000.00) for the appraisal of Block 12 (all lots) in accordance with the March 11th proposals, attached hereto.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached proposals, as requested by the Administration and/or Special Counsel Buzak.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

MEETING: March 18, 2015

REVIEWED:

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 Present
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: MAR 18 2015

James J. Sarena

CITY CLERK

Batch Id: GDS Batch Date: 03/18/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	Cert Fund meeting 03/18/2015	15,000.00	1

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

There are NO errors in this listing.

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

Batch: GDS Updated Entries: 1 Updated Amount: 15,000.00 Ref Num: 3373



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

March 11, 2015

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

Re: Proposal for Appraisal and Consulting Services
Block 12, Lot 11
Hoboken, New Jersey

Dear Mr. Marks:

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

Assignment Summary

Client:	City of Hoboken
Intended Users:	Client and parties to pending eminent domain action
Intended Use:	To assist the client and intended users in determining the subject property's market value for acquisition purposes.
Interest Valued:	Fee Simple
Date of Value:	August 23, 2012
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	\$2,500

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Delivery Date

The fieldwork, analysis and appraisal report will be completed by April 10, 2013.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is \$2,500. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If any sum is unpaid after 15 days, you agree to pay interest at 10% per annum on the unpaid balance, unless other arrangements are mutually agreed upon. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Consulting & Expert Testimony Per Diem Charges

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

Cancellation

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

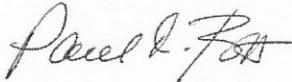
VRG Independence

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

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

March 11, 2015

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

Re: Proposal for Appraisal and Consulting Services
Block 12, Lots 1-7 and 12-18
Hoboken, New Jersey

Dear Mr. Marks:

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

Assignment Summary

Client:	City of Hoboken
Intended Users:	Client and parties to pending eminent domain action
Intended Use:	To assist the client and intended users in determining the subject property's market value for acquisition purposes.
Interest Valued:	Fee Simple
Date of Value:	August 23, 2012
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	Fees charged at \$150/hour not to exceed \$12,500 without further authorization.

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Delivery Date

The fieldwork, analysis and appraisal report will be completed by April 10, 2013.

Fee Requirements

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Consulting & Expert Testimony Per Diem Charges

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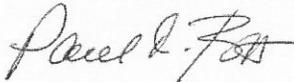
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If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date

Introduced By:
Seconded By:

CITY OF HOBOKEN

RESOLUTION No. _____

**THIS RESOLUTION AUTHORIZES TEMPORARY
APPROPRIATIONS FOR THE CALENDAR YEAR 2015**

WHEREAS, temporary appropriations for calendar year 2015 were previously made pursuant to N.J.S.A. 40A:4-19; and

WHEREAS, N.J.S.A. 40A:4-19.1 provides for additional temporary appropriations when budget dates have been extended; and

WHEREAS, the New Jersey Division of Local Government Services has extended the deadline for the adoption of the calendar year 2015 budget;

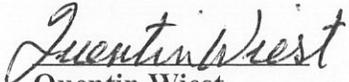
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Hoboken that additional temporary appropriations totaling \$16,781,773.35 for the current fund and \$1,530,230.77 for the parking utility be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records:

SEE DETAIL ATTACHED

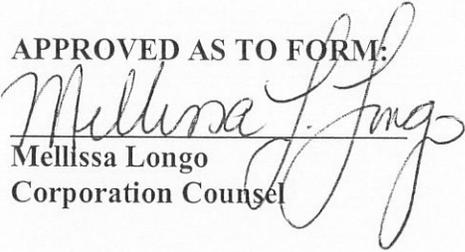
MEETING DATE: March 18, 2015

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

REVIEWED BY:

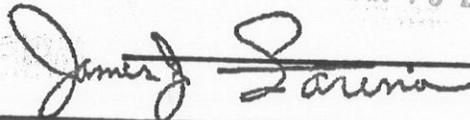

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa Longo
Corporation Counsel

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

MAR 18 2015



CITY CLERK

City of Hoboken		
Temporary Appropriations		
CY 2015		
		3/18/2015
		CY2015
		Temporary
		Appropriation
Operations Within CAPS		
Mayor's Office	01-20-110-011	32,532.64
	01-20-110-021	2,180.00
City Council	01-20-111-011	25,338.02
	01-20-111-021	2,250.00
Office of Clerk	01-20-120-011	63,112.45
	01-20-120-021	1,350.00
Legal Advertising	01-20-121-020	5,416.67
Codification of Ordinances	01-20-123-020	2,500.00
Elections	01-20-122-021	50,000.00
Bus Administrators	01-20-112-011	53,612.02
	01-20-112-021	14,750.00
Purchasing	01-20-114-011	20,810.12
	01-20-114-021	387.50
Personnel & Health Benefits	01-20-105-011	31,160.72
	01-20-105-021	500.00
Zoning Administration	01-21-186-011	23,688.36
	01-21-186-021	1,125.00
Uniform Construction Code	01-22-195-011	78,473.96
	01-22-195-021	20,333.33
Corporation Counsel	01-20-155-011	30,009.70
	01-20-155-021	3,858.33
Special Counsel	01-20-156-020	99,166.67
Expert Witness & Appraisal	01-20-158-020	1,000.00
Revenue & Finance Director	01-20-130-011	67,343.76
	01-20-130-021	14,375.00
Tax Collections	01-20-145-011	32,040.82
	01-20-145-021	7,500.00
Information Technology	01-20-147-021	12,789.25
Municipal Court	01-43-490-011	121,302.29
	01-43-490-021	14,229.17
Office of Tax Assessor	01-20-150-011	40,883.16
	01-20-150-021	20,378.75
Human Services Director	01-27-330-011	23,492.05
	01-27-330-021	483.33
Rent Leveling	01-27-347-011	29,291.76
	01-27-347-021	15,291.67
Housing Inspection	01-21-187-011	20,812.17
	01-21-187-021	104.17
Health	01-27-332-011	73,247.54
	01-27-332-021	12,337.33
Senior Citizens	01-27-336-011	45,837.13
	01-27-336-021	1,083.33
Recreation	01-28-370-011	46,340.66
	01-28-370-021	13,350.00
Cultural Affairs	01-27-176-011	10,396.50
Director Environmental Svc	01-26-290-011	13,952.36

City of Hoboken		
Temporary Appropriations		
CY 2015		
		3/18/2015
		CY2015
		Temporary
		Appropriation
	01-26-290-021	375.00
Parks	01-28-375-011	47,407.42
	01-28-375-021	9,575.83
Public Property	01-28-377-011	100,240.42
	01-28-377-021	26,416.67
Streets & Roads	01-26-291-011	60,315.44
Central Garage	01-26-301-011	43,020.05
	01-26-301-021	20,333.33
Sanitation	01-26-305-011	67,426.97
	01-26-305-021	361,666.67
Shade Tree	01-26-293-021	4,166.67
Director Community Develop	01-20-160-011	22,306.55
	01-20-160-021	333.33
Grants Management	01-20-116-021	6,666.67
Planning Board	01-21-180-011	7,633.28
	01-21-180-021	9,583.33
Zoning Board of Adjustments	01-21-185-021	11,666.67
Redevelopment	01-21-181-036	43,750.00
Historic Preservation Comm	01-20-175-021	1,875.00
Police	01-25-241-011	1,888,153.17
	01-25-241-021	50,708.33
Fire	01-25-266-011	1,640,029.96
	01-25-266-021	22,215.17
Office of Emergency Mgnt	01-25-252-011	58,071.64
	01-25-252-021	1,750.00
Insurance		
General Liability	01-30-400-010	50,000.00
Workers Compensation	01-30-400-020	75,000.00
Employee Group Health	01-30-400-030	1,892,250.00
Health Insurance Waiver	01-30-400-WVR	6,250.00
Unclassified		
ABC Board	01-20-113-011	470.76
	01-20-113-021	208.33
Settlements of Claims	01-23-219-020	833.33
Towing/Storage of Aband Veh	01-23-223-020	625.00
Engineering	01-31-461-000	29,166.67
Labor Arbitrations	01-20-157-020	1,666.67
Municipal Dues & Membership	01-23-212-020	2,581.25
Celebration of Public Events	01-23-216-020	5,531.25
Postage	01-23-211-020	12,500.00
Copiers/Printers O/E	01-23-213-031	5,000.00
PILOT Payment to Hudson County	01-23-228-020	22,916.67
Central Office Supplies O/E	01-23-218-031	4,166.67
Electricity	01-31-430-000	36,250.00
Street Lighting	01-31-435-000	60,833.33
Gasoline	01-31-460-000	29,166.67
Natural Gas	01-31-446-020	10,000.00
Water & Sewer	01-31-445-000	2,500.00

City of Hoboken		
Temporary Appropriations		
CY 2015		
		3/18/2015
		CY2015
		Temporary
		Appropriation
Communications	01-31-440-000	29,166.67
Anticipated Terminal Leave Approp	01-36-479-000	50,000.00
Sub Total Within CAPS		8,033,188.52
Statutory Expenditures		
Reserve for Tax Appeals	01-36-473-000	125,000.00
Social Security System	01-36-472-000	204,000.00
Public Employees Retirement (PERS)	01-36-471-000	1,140,191.00
Unemployment Compensation	01-23-225-020	20,833.33
Police/Firemen's Retirement	01-36-475-000	6,511,152.00
Subtotal Statutory Expenditures		8,001,176.33
Outside Caps		
Maintenance of Free Public Library	01-29-390-021	345,325.17
Subtotal Outside caps		345,325.17
Total Appropriations Included in 26.25% limit		16,379,690.02
Capital Improvements Outside "CAPS"		
Computer Technology upgrades	01-44-900-002	2,083.33
Total Capital Improvements From CAP		2,083.33
Judgements	01-37-480-000	400,000.00
Total Temporary Municipal Budget		16,781,773.35
Parking Utility		
Salary Wages	31-55-501-101	590,251.27
Other Expenses	31-55-502-101	297,221.17
Group Health	31-55-730-152	152,083.33
Capital Outlay	31-55-740-000	9,395.00
Statutory Expenditures		
Public Employee Retirement System	31-55-741-251	430,000.00
Social Security System	31-55-741-252	26,250.00
Unemployment Compensation Insurance	33-55-741-253	7,500.00
Prior Year Bills		
Total Appropriations Included in 26.25% limit		1,512,700.77
Debt Service		
Payment of Note Interest (916)	31-55-745-404	17,530.00
Total Parking Debt		17,530.00
Total Temporary Parking Utility Budget		1,530,230.77

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

Sponsored by: David J. ...
Seconded by: ...

City of Hoboken

James J. ... Resolution No. _____
CITY CLERK RESOLUTION AUTHORIZING TRANSFERS
BETWEEN HOBOKEN PARKING UTILITY
APPROPRIATION RESERVES

WHEREAS, N.J.S. 40A:4-59 provides that unexpended appropriation balances carried forward after the close of the fiscal year are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allows transfers to be made from unexpended balances to those which are expected to be insufficient during the first three months of the succeeding year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, (not less than two-thirds of all the members thereof affirmatively concurring), that transfers in the amount of \$25,000.00 be made between the 2014 Hoboken Parking Utility Budget Appropriation Reserves as follows:

	FROM	TO
Salary and Wages	\$25,000.00	
Other Expenses		\$25,000.00

MEETING: March 18, 2015

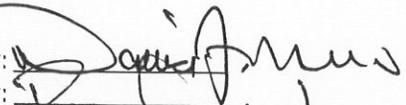
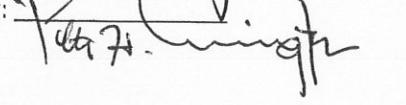
APPROVED FOR CONTENT:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa Longo
Melissa Longo
Corporation Counsel

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

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO DEE-EN ELECTRICAL CONTRACTING, INC.
FOR THE PROVISIONS OF ELECTRICAL PROJECT - PROCUREMENT OF 7 BACK UP
GENERATORS AND ELECTRICAL SERVICE UPGRADE TO MULTI SERVICE CENTER IN
ACCORDANCE WITH THE CITY'S BID NO. 15-01 IN THE TOTAL AMOUNT OF
\$1,042,600.00

WHEREAS, bids were received for Electrical Project - Procurement of 7 Back Up generators
and Electrical Upgrade to Multi Service center , as specified in Bid Number 15-01; and,

WHEREAS, Two (2) bids were received,

<u>VENDOR</u>	<u>TOTAL BASE BID</u>
a. Dee-En Electrical Contracting 3013 Tremley Point Road Linden, 07036 NJ	\$1,042,600.00
b. Sal Electrical Co. 83 Fleet Street Jersey City, NJ 07306	\$1,810,250.00

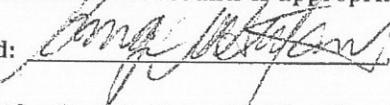
WHEREAS, pursuant to the recommendation of EI Associates, Inc and RSC Architects (both
attached hereto) the City wishes to contract for the services specified in Bid No. 15-01, and DEE-EN
Electrical Contracting, Inc. submitted the lowest, responsible, and responsive bid in the amount of
\$1,042,600.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that
\$1,042,600.00 is available in the following appropriations:

6-02-25-114-024	-	\$132,854.00
C-04-60-713-310	-	\$175,146.00
G-55-56-CD3-301	-	\$93,400.00
C-04-60-713-310	-	\$632,950.00
C-04-60-713-305	-	\$8,250.00

and I further certify that this commitment together with all previously made
commitments does not exceed the appropriation balance available for this purpose; and I
further certify that appropriations from the listed accounts is appropriate for the herein
purpose.

Signed:  George DeStefano, CFO

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

- A. This resolution awards a contract to DEE-EN Electrical Contracting, Inc. for Bid No. 15-01, in the total amount of One Million Forty Two Thousand Six Hundred Dollars and Zero Cents (\$1,042,600.00) for Electrical Project – Purchase of 7 Back Up Generators and Electrical Upgrade to Multi Service Center contract to DEE-EN Electrical Contracting, Inc. in accordance with the specifications as set forth in Bid No. 15-01.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

MEETING: March 18, 2015

REVIEWED:

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: MAR 18 2015

James J. Sarunia
 CITY CLERK

Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
G-02-25-114-024 Police Dept. Hazard Mitigation CY 2014	Encumbrance	cert of funds meeting 03/18/2015	132,854.00	1
C-04-60-713-310 Z-248 BACKUP GENERATORS	Encumbrance	cert of funds meeting 03/18/2015	175,146.00	2
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	cert of funds meeting 03/18/2015	93,400.00	3
C-04-60-713-310 Z-248 BACKUP GENERATORS	Encumbrance	cert of funds meeting 03/18/2015	632,950.00	4
C-04-60-713-305 Z-248GENERATORS/HIGH WATER VEH (CIF)	Encumbrance	cert of funds meeting 03/18/2015	8,250.00	5

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	5	1,042,600.00
Total:	5	1,042,600.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	5	1,042,600.00

Batch: GDS Updated Entries: 5 Updated Amount: 1,042,600.00 Ref Num: 3381



March 10, 2015

Mr. Stephen D. Marks
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

**Re: Hoboken Multi-Service Center
RSC Project #46.13.003**

Dear Mr. Marks:

After review of the bids received on March, 6, 2015 for the above captioned project this office has no objection to award of contract to the lowest responsible bidder as follows. RSC has reviewed the bid for the Multi-Service Center portion in the amount of \$93,400.00 which is within the budget.

Dee-En Electrical Contracting
3013 Tremley Point Road
Linden, NJ 07036

Base Bid: \$ 1,042,600.00

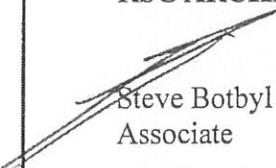
T: 908-862-8189
F: 908-862-8171

BIDDERS	BASE BID
Sal Electric Company	1,810,250.00

We have attached a copy of the bid results for your review. Please have your Attorney review all documentation prior to award of contracts. Should you have questions or concerns, please do not hesitate to contact this office.

Very truly yours,

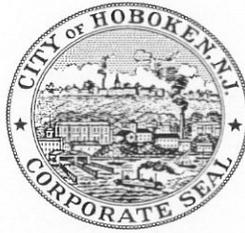
RSC ARCHITECTS


Steve Botbyl
Associate

cc: Mr. Al Dineros, QPA

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 9, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award the Contract for Electrical Project – Procurement
of 7 Back Up Generators and Electrical Upgrade to Multi Service Center
(Bid 15-01)**

Reference: (a) Memorandum from EI Engineering Associates
(b) Memorandum from RSC Architects

Russ Meyer of EI Associates and Steve Botbyl of RSC reviewed the bid proposals and documentations submitted by the two bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the lowest bidder and I fully concurred with the recommendation from EI Engineering Associates and RSC to award the contract for subject project to the lowest responsive and responsible bidder.

Total amount of the contract is \$ 1,042,600.00 The vendor will be:

- | | |
|----------------------------------|----------------|
| a. DEE-EN Electrical Contracting | \$1,042,600.00 |
| 3013 Tremley Point Road | |
| Linden, NJ 07036 | |

11 March 2015
EG7452.01
R1

Via Email [Adineros@hobokennj.gov]

City of Hoboken
Division of Purchasing
94 Washington Street
Hoboken, NJ 07030

Reference: Emergency Generators and Electrical Service
Bid Number: 15-01

Subject: Construction Bid Analysis and Award

Dear Mr. Dineros:

We have reviewed the two bids received for bid number 15-01.

We have compared our proposed construction cost estimate to that of Dee-En Electrical Contracting, the apparent low bidder whose lump sum bid totals \$1,042,600.

On March 10, 2015, I chaired a post-bid review meeting attended by myself and Dominick Livia of Dee-En Electrical Contracting.

E.I. Associates reviewed the Dee-En Electrical Contractor's bid and found all to be in order and acceptable. The bid appears that Dee-En Electrical Contractors fully understands the scope of the work per questions and answers from the post-bid meeting.

11 March 2015
EG7452.01
Page 2

There are no unit prices, and add alternate A and B may be accepted by Hoboken in this bid.

Dee-En Electrical Contracting has completed projects of this nature in the state of New Jersey and his sub-contractors are familiar with the project requirements.

Based upon our analysis, E.I. Associates TAKES NO EXCEPTION TO the award of the City of Hoboken Emergency Generator Installation construction contract to Dee-En Electrical Contracting at a cost of \$1,042,600.

Very truly yours,

EI ASSOCIATES



Russell Meyer
Project Manager

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

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CONTRACT TO THE AMBIENT GROUP, LLC FOR THE PROVISIONS OF DISPOSAL OF CONCRETE WASTE- HOBOKEN COVE IN ACCORDANCE WITH THE CITY'S BID NO. 15-05 IN THE TOTAL AMOUNT OF \$113,900.00

WHEREAS, bids were received for the disposal of concrete waste - Hoboken Cove, as specified in Bid Number 15-05; and,

WHEREAS, Six (6) bids were received, the lowest three (3) being:

<u>VENDOR</u>	<u>TOTAL BID</u>
a. The Ambient Group, LLC (Hector) Bid Price: 222 Thies Road Sewell, NJ 08080	\$113,900.00
b. Caravella Contractors, Inc. (Carey) Bid Price: 40 Deforest Avenue East Hanover, NJ 07936	\$119,707.00
c. Vollers (Carlos Lopez) Bid Price: P.O Box 5297 3311 Route 22, North Branch, NJ 08876	\$143,964.00

WHEREAS, pursuant to the recommendation of the City LSRP (attached hereto) the City wishes to contract for the services specified in Bid No. 15-05, and The Ambient Group, LLC submitted the lowest, responsible, and responsive bid in the amount of \$113,900.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$113,900.00 is available in the following appropriations: T-26-56-850-851 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: [Signature] George DeStefano, CFO

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

- A. This resolution awards a contract to The Ambient Group, LLC for Bid No. 15-05, in the total amount of One Hundred Thirteen Thousand Nine Hundred and Zero Cents (\$113,900.00) for the City's Disposal of Concrete Waste - Hoboken Cove contract to The Ambient Group, LLC in accordance with the specifications as set forth in Bid No. 15-05.

- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City LSRP's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

MEETING: March 18, 2015

REVIEWED:

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: MAR 18 2015**

James J. Sarcina

CITY CLERK

Batch Id: GDS Batch Date: 03/18/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
T-26-56-850-851 Municipal Open Space Trust	Encumbrance	Cert of Funds Meeting 03/18/2015	113,900.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	113,900.00
Total:	1	113,900.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	113,900.00

Batch: GDS Updated Entries: 1 Updated Amount: 113,900.00 Ref Num: 3374

March 7, 2015

Kenny Environmental Services
4 Sheffield Drive
Marlton, NJ 08053
(609)744-5248
PaulKennyLSRP@outlook.com

Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Attention: Mr. Al Dineros

Re: Review of Bids
Concrete Waste Disposal
Hoboken Cove Property
Hoboken, NJ

Dear Mr. Dineros:

Kenny Environmental Services (KES) is providing this letter to provide you with our comments on the bids submitted for the disposal of concrete waste for the above referenced project. We have been provided with the bid documents for the reported three (3) lowest bidders for this project. We have reviewed these documents for completeness and accuracy. We received copies of the bids from The Ambient Group, Caravella Demolition and Vollers Excavating and Construction. Each of the submitted bid documents was complete. We observed no significant errors in any of the bids. The Ambient Group is the lowest bidder. Therefore, we recommend that The Ambient Group be awarded the contract, contingent on the City's Attorney's concurrence and the City's availability.

If you have any questions or required additional information, please feel free to contact me at (609)744-5248.

Very Truly Yours,

Paul J. Kenny
Paul J. Kenny, LSRP, PE

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 9, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: **Resolution to Award the Contract for Bid 15 - 05 –
Disposal of Concrete Waste – Hoboken Cove**

Reference: (a) Memorandum from Paul Kenny

Mr. Paul Kenny (LSRP) reviewed the bid documentation submitted by the three lowest bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the lowest bidder and I fully concurred with the recommendation from Paul Kenny to award the contract for subject services to the lowest responsive and responsible bidder.

Total amount of the contract is \$ 113,900.00 The vendor will be:

- a. The Ambient Group, LLC
222 Thies Road
Sewell, NJ 08080

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

INTRODUCED BY: David J. Mee
 SECONDED BY: Peter H. Cunningham

RESOLUTION AWARDING A CHANGE ORDER # 1 AND CLOSE OUT TO THE CONTRACT OF GEORGE KOUSTAS PAINTING AND CONSTRUCTION, LLC FOR REHABILITATION OF HOBOKEN FIREHOUSE # 3 (BID 14-15) PROJECT, AS CHANGE ORDER NUMBER 1 (FINAL) IN A REDUCED AMOUNT OF ~~-\$10,600.00~~ (6.4% DECREASE) FOR A NEW (FINAL) TOTAL NOT TO EXCEED AMOUNT OF \$157,100.00

James J. Garcia
 CITY CLERK

WHEREAS, the City of Hoboken requires a close out under the contract in order to complete and terminate the Rehabilitation of Hoboken Firehouse # 3 project; and,

WHEREAS, the Administration contracted with George Koustas Painting and Construction, LLC for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order #1 (FINAL) to the contract for Rehabilitation of Hoboken Firehouse # 3 project for decrease in the contract amount by Negative Ten Thousand Six Hundred Dollars and Zero Cents (-\$10,600.00), which constitutes a 6.4% *decrease*, for a new and final total not to exceed amount of One Hundred Fifty Seven Thousand One Hundred Dollars and Zero Cents (\$157,100.00), for work in accordance with the Boswell Engineering Change Order Request, dated February 9, 2015; 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 change order (#1/FINAL) be awarded for George Koustas Painting and Construction LLC's contract for the Rehabilitation of Hoboken Firehouse # 3 project for a decrease in the contract amount of Ten Thousand Six Hundred Dollars and Zero Cents (\$10,600.00), which constitutes 6.4% decrease , for a new and final total not to exceed amount of One Hundred Fifty Seven Thousand One Hundred Dollars and Zero Cents (\$157,100.00), for work in accordance with the Boswell Engineering Change Order Request, dated February 9, 2015 , as follows:

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

Meeting date: March 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	/			



February 12, 2015

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Leo Pellegrini, Director of Health and Human Services

Re: Rehabilitation of Hoboken Firehouse
City of Hoboken
Hudson County, New Jersey
Our File No. HO-468B

Director Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 2 and Final in the amount of \$67,155.60 for work performed to date for the above referenced project by the contractor, George Koustas Painting & Construction. In addition please find Change Order No. 1 and Final, representing a credit in the amount of \$10,600.00 which results in an amended contract amount of \$ 157,100, along with the requisite 2-year maintenance bond in the amount of 15% of the final contract amount.

Boswell McClave Engineering takes no exception to the payment of \$ 67,155.60 for work completed to date as outlined in Estimate Certificate No. 2 and Final.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

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

JAP/ab
Enclosures

cc: Hoboken Purchasing Department
George Koustas Painting & Construction
John Englese, Boswell McClave Engineering

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
REHABILITATION OF HOBOKEN FIREHOUSE

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-468B

Estimate Number: 2 and Final

Period Ending: 01/27/15

Contractor: George Koustas Painting & Construction
70 Beechwood Avenue
West Long Branch, NJ 07764

Base Contract Amount:	\$167,700.00	Total Amount Estimated:	\$157,100.00
Less Reductions:	\$10,600.00	Less 0% Retainage:	\$0.00
Plus Increases:		Total Net Amount Estimated:	\$157,100.00
Amended Contract Amount:	\$157,100.00	Less Amount Previously Paid:	\$89,944.40
Contract Starting Date:		Amount Due This Estimate:	\$67,155.60
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:

Time Used:

Percent Complete: 94%

Estimated By: AB

Approved By: JAL

FOR USE BY THE CITY OF HOBOKEN

Verified by:

(City Manager)

Joseph A. Pomante
(Project Engineer)

Audited by:

(Chief Financial Officer)

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
REHABILITATION OF HOBOKEN FIREHOUSE

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-468B

Estimate Number: 2 and Final

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Mobilization	L.S.	\$ 12,000.00	1		0.75	0.25	1.00	\$12,000.00	\$3,000.00
2	Demolition	L.S.	\$ 20,000.00	1		0.75	0.25	1.00	\$20,000.00	\$5,000.00
3	Concrete Repair, Type 1	S.F.	\$ 40.00	30		0.00	15.00	15.00	\$600.00	\$600.00
4	Concrete Repair, Type 2	S.F.	\$ 50.00	30		0.00	30.00	30.00	\$1,500.00	\$1,500.00
5	Concrete Deck Repair	S.F.	\$ 40.00	800		627.00	173.00	800.00	\$32,000.00	\$6,920.00
6	Steel Repairs	Lbs	\$ 5.00	7,000		1,340.00	4,660.00	6,000.00	\$30,000.00	\$23,300.00
7	Waterproof Coating	L.S.	\$ 14,000.00	1		1.00	0.00	1.00	\$14,000.00	\$0.00
8	Clean and Paint Structural Steel	L.S.	\$ 17,000.00	1		0.75	0.25	1.00	\$17,000.00	\$4,250.00
9	Clean and Paint Basement Ceiling	L.S.	\$ 20,000.00	1		0.25	0.75	1.00	\$20,000.00	\$15,000.00
10	Masonry Repointing	S.F.	\$ 20.00	500		150.00	100.00	250.00	\$5,000.00	\$2,000.00
11	Temporary Relocation of Utilities	L.S.	\$ 5,000.00	1		0.25	0.75	1.00	\$5,000.00	\$3,750.00
TOTAL									\$157,100.00	\$65,320.00

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

INTRODUCED BY: _____
 SECONDED BY: _____

James J. Sarina
Patricia Wright

CITY OF HOBOKEN
 RESOLUTION NO. _____

THIS RESOLUTION AUTHORIZES AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH PROFESSIONAL SYSTEMS ENGINEERING, LLC FOR VOICE DATA CONSULTANT SERVICE TO THE CITY OF HOBOKEN FOR AN ADDITIONAL ONE – YEAR TERM TO EXPIRE ON AUGUST 14, 2015 WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT

James J. Sarina
 CITY CLERK

WHEREAS, the City advertised Request for Proposals for Voice Data Consultant Professional Engineering Services in 2012; and,
WHEREAS, Professional Systems Engineering, LLC responded to the City's RFP with a proposal which was evaluated by the Evaluation Committee as the best proposal to advance the City's purposes, including but not limited to cost effectiveness; and,
WHEREAS, the City thereafter extended the contract via resolutions, until August 15, 2014, and the City now seeks to amend the award of a contract to Professional Systems Engineering, LLC for Voice Data Consultant Professional Engineering services, and the City now seeks to amend the contract, for an extended term to expire August 14 2015, with no change in the not to exceed amount of the contract; and
WHEREAS, certification of funds is not required for this contract amendment.

NOW THEREFORE BE IT RESOLVED, (a majority of the full council voting affirmatively) the contract with Professional Systems Engineering LLC shall be extended through August 14, 2015 with no change in the not to exceed amount, and shall include all the terms of the original contract and shall only be for those matters which were initiated on or before 2014, but which have continued and carried over into the present calendar year; 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 **Professional Systems Engineering, 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: March 18, 2015

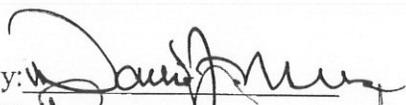
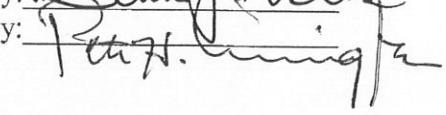
REVIEWED:

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	✓			

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO AMANO MCGANN, INC
TO PURCHASE PROPRIETARY COMPUTER HARWARE AND
SOFTWARE FOR HPU PAYSTATION UPGRADES FOR A NOT TO
EXCEED AMOUNT OF \$96,075.00.**

WHEREAS, N.J.S.A. 40A:11-5 (dd) allows municipalities to award public contracts without public bidding for the support and maintenance of proprietary computer hardware and software; and,

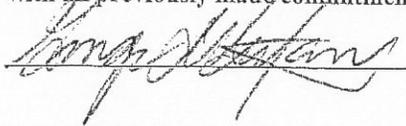
WHEREAS, the Hoboken Parking Utility requires upgrades to payment processing for pay stations previously purchased from Metric, under its contract which the City previously assigned to Amano; and,

WHEREAS, the Administration intends to use Amano McGann, Inc for said services and provisions as the only vendor of the proprietary software and hardware the City now requires; and,

WHEREAS, in accordance with the direction of the Administration, upon proper certification of the Qualified Purchasing Agent, the City Council is asked to award a contract for said services and provisions for a total contract amount of Ninety Six Thousand Seventy Five Dollars and Zero Cents (\$96,075.00), for goods and services as described in the attached proposal from Amano McGann, Inc; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$96,075.00 is available in the following appropriations: P-30-60-114-100-Z014 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: , George DeStefano, CFO

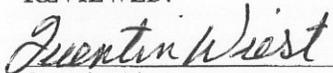
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Ninety Six Thousand Seventy Five Dollars and Zero Cents (\$96,075.00), for goods and services as described in the attached proposal from Amano McGann, Inc and ,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation 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. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.
5. 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.
6. 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:

Amano McGann, Inc.
140 Harrison Avenue
Roseland, NJ 07068

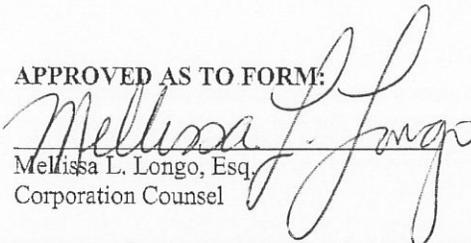
MEETING: March 18, 2015

REVIEWED:



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: **MAR 18 2015**



CITY CLERK

Batch Id: GDS Batch Date: 03/18/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
P-30-60-114-100 2014 Multi Meters Z-313	Encumbrance	Cert of Funds Meeting 03/18/2015	96,075.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	96,075.00
Total:	1	96,075.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	96,075.00

Batch: GDS Updated Entries: 1 Updated Amount: 96,075.00 Ref Num: 3375

AMANO MSM

powered by **METRIC**

John N. Morgan

City of Hoboken

94 Washington Street

Hoboken, New Jersey 07030

Mr. Morgan,

Amano McGann Inc. (AMI) is pleased to furnish Pay by Plate upgrade kits for Hoboken's Aura and Elite Paystations. The Metric Aura and Metric Elite paystation provides a variety of parking mode options including Pay & Display, Pay-by-Space and Pay-by-Plate. In order to convert a paystation from Pay and Display requires a unique keypad and cabling that connects to a Metric only proprietary PCB (Printed Circuit Board).

As such this makes Metric and therefore Amano as their sole distributor in the US as the only firm that can provide this upgrade. Further the paystation operates with a propriety operating software that can only communicate with the Metric provided keypads.

We understand the complexities or more importantly the specialization required for Hoboken to upgrade the existing paystations and how to coordinate and implement to your unique schedules and requirements.

Sincerely,

Todd Townsend

Vice President - Municipal

Amano McGann, Inc.

615-636-3456 Mobile

todd.townsend@amanomcgann.com

AMANO McGANN

Project Name: HPU Pay by Plate Upgrade

Proposal Number: Q-2015-006

Proposal Date: 3/02/2015

Submitted to: Hoboken Parking Utility

Customer Name: John Morgan

Address: 101 Hudson Ave

City, State, Zip: Hoboken, NJ, 07030

Tel:

Email:

Submitted by: Amano McGann, Inc.

Amano Representative: Todd Townsend

Address: 140 Harrison Ave

City, State, Zip: Roseland, New Jersey, 07068

Tel:

Email:

615-636-3456

Todd.Townsend@amanomcgann.com

Proposal valid through: 7/02/2015

AMANO McGANN

Qty	Model	Description	Price Each	Price Extended
15	E21992 Keypad S500158 Cable S500219 Mount Plate S500220 Cover BP0351 Nuts x 6	Elite Meter	\$500.00	\$7,500.00
160	BPSP032 SPACER NYLON BP0375 WASHER M3 PLAIN S401687-A KEYPAD 40 WAY PCB S401899 CABLE ASSY S401860 CABLE CLAMP S401828 BACK PLATE BUTTON S401827 FRONT PLATE BUTTON PLATE S401826 BUTTON FRONT PLATE S401875 MEMBRANCE PCB ASSY S401861 CABLE ASSY BPSP001-015 SPACER 8X4.3X7 BPSP001-013 SPACER 6X3.2X6 31175-A KEYPAD CONTROLLER BP0344 NUT M4 PLAIN BP0336 NUT M3 PLAIN BP0233 SCREW M4X16	Aura Phase 2	\$550.00	\$88,000.00
1	APM-2005MA	webASLAN Software Change- application, configuration, rate, key file	\$575	\$575

AMANO McGANN

TOTAL SYSTEM SUMMARY

Products Subtotal: \$95,500.00

Software: \$575.00

Applicable Taxes: \$0.00

Total System Investment: \$96,075.00

AMANO McGANN

Terms & Conditions

Conditions and Disclaimers

- Amano McGann has included our standard Merit Shop Labor Rates for this project. Should Prevailing Wage, Union, and/or PLA Labor be required, additional costs may apply and will be quoted separately.
- Amano McGann assumes work can be completed during normal working hours. After-hours and weekend installation may result in additional fees.
- Amano McGann assumes penalties, liabilities, and/or consequential damages will not be part of the contract terms and conditions.
- Amano McGann reserves the right to negotiate mutually acceptable contract terms.

Installation

By Amano McGann and all work to be performed during the standard business hours of 8:00AM – 4:30PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends. Firm start date for installation to be determined after complete order has been received by Amano McGann. Amano McGann will provide necessary training on operation/maintenance of system.

Product Delivery

Estimated lead time is 10-12 weeks from receipt of all required order forms and deposit for product delivery, when applicable. Amano McGann will provide a secure off-site storage area for said materials throughout duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Tax

Prices in this proposal do not include tax.

Change Orders

Any alteration or deviation from the above specifications, including but not limited to any such changes involving additional material and/or labor costs, will be executed only upon a written change order for same, signed by both Buyer and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price.

Bonding, Insurance, & Liquidated Damages

Any bonding requirements are not included in this proposal and shall be provided at an additional charge based upon scope. Any insurance requirements outside of standard coverage's carried by Amano McGann are not included in this proposal and shall be provided at an additional charge based upon additional requirements and terms of coverage. Liquidated damages are not included in this proposal.

Warranty

This proposal includes 12 month warranty on parts and labor for defects in materials or manufacture. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Payment Terms

1. 0 % down payment due upon acceptance of proposal.
2. Remainder to be invoiced upon completion of system installation.
3. Past due accounts will be subject to a late fee of 5% of the amount due.

AMANO McGANN

4. Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services.

Proposal Validity

This proposal is valid through **5/09/2015**. If the executed contract and/or purchase order is received after the expiration date, Amano McGann reserves the right to issue a revised proposal.

To be provided by Owner

Access to the meters

Fascia Labels for front of meter

Exclusions

Acceptance & Authorization

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Agreed on Behalf of Hoboken Parking Utility:

Signature _____

Print Name and Title _____

Date _____

Billing Address

Client PO Number



Warranty

The Amano McGann project management and sales consulting staff understands that no matter how sophisticated a parking system is, it is the ongoing service that will make the system functional and effective. After the contract is signed, Amano McGann sales personnel and project managers stay involved throughout the life of the equipment. The goal is to create customers for life.

Amano McGann is committed to providing you with service to meet the needs of your parking operation. Downtime for parking equipment could mean serious inconvenience for parkers, loss of revenue, or hindrance of ingress. Amano McGann will do everything possible to minimize any system downtime.

This Amano McGann system comes with a Parts and Labor Warranty period of . Your warranty start date will begin upon substantial completion of system. All work is warranted in its entirety to be free of mechanical or electrical defects in design, material, and/or workmanship. Amano McGann will repair or replace all work delivered under the Contract and correct any defect within the Warranty Period at no additional cost. The maintenance service during the warranty period will include all parts, labor, transportation, and support services to successfully perform maintenance, repair, and/or replace any hardware, mechanical, electronic, programming, or software component, to ensure the parking control system performs according to the requirements of the technical specifications. This maintenance service includes all lane equipment, host computer system hardware, operating system, software, and all associated communication sub-systems and peripheral devices.

During this warranty period, work shall be performed during normal business hours Monday through Friday from 8:00AM to 4:30PM. All other service calls shall be billed at cost of services.

This warranty does not apply to situations where damage or malfunctions resulting from fire, flood, earthquakes, elements of nature or acts of God, strikes, riots, collision, vandalism, misuse, electrical surges, power failure, use of non-manufacturer approved parts or consumable supplies, or any other similar cause beyond the reasonable control of Amano McGann.

Amano McGann is confident that we will provide the highest level of warranty service and ongoing maintenance support for the proposed parking control system. Our clients have high expectations, and we continue to provide quick response and resolution to ever changing service needs.

AMANO McGANN

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 11, 2015

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

From: AL B. Dineros

Subject: **Resolution to Award the Contract to Upgrade Proprietary Computer hardware and software for HPU Parking Meters**

Reference: (a) Memorandum from Amano

HPU needs to convert the payment process for all pay stations, this conversion will require an upgrade to existing hardware and software currently owned by the City. The pay station operates on proprietary software license to Metric. Amano is the sole distributor of Metric equipment, including computer hardware and software.

Furthermore, the City's contract, which was originally with Metric, has been previously assigned to Amano via resolution.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-5 (dd), I recommend to award this contract using this exception. The vendor will be:

Amano McGann, Inc.
140 Harrison Avenue
Roseland, NJ 07068

The total amount of the contract is not to exceed \$ 96,075.00.

The following account applies: P-30-60-114-100-Z014

I certify that, to the best of my knowledge, after reasonable due diligence, the N.J.S.A. 40A:11-5(dd) exception to bidding is applicable to the above referenced purchase of goods.

Al Dineros, QPA, City of Hoboken

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 11, 2015

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

From: AL B. Dineros

Subject: Resolution to Award the Contract to Upgrade Proprietary Computer hardware
and software for HPU Parking Meters

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I certify that, to the best of my knowledge, after reasonable due diligence, the N.J.S.A. 40A:11-5(dd) exception to bidding is applicable to the above referenced purchase of goods.


Al Dineros, QPA, City of Hoboken

Introduced by:
Seconded by:

[Handwritten signatures]

11

CITY OF HOBOKEN
RESOLUTION NO. : ___

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH
BOSWELL ENGINEERING IN A NOT TO EXCEED AMOUNT OF \$124,400.00 FOR
CONSTRUCTION OVERSIGHT OF THE ROAD IMPROVEMENT PROJECT - PROJECT A TO THE
CITY OF HOBOKEN TO COMMENCE MARCH 19, 2015 AND EXPIRE MARCH 18, 2016**

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

WHEREAS, in accordance with the fair and open process, the City previously issued an annual engineering RFP, authorized a pool of prequalified engineers therefrom, and subsequently awarded an engineering contract to Boswell Engineering for the bid design for Road Resurfacing Project A; and,

WHEREAS, upon receipt of acceptable bids, the City requested a proposal from Boswell Engineering for the construction oversight of the Road Improvement Project A, which Boswell Engineering responded to with the attached proposal, and the City now seeks to contract with the named firm for said services in accordance with the attached proposal; and,

WHEREAS, the firm 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 \$124,400.00 is available in the following appropriations C-04-60-714-220 in the CY2015 capital account; 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 capital account.

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

NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes a contract be awarded and entered into by the City's administration as follows: Boswell Engineering for Construction Oversight of the Road Resurfacing Project Package A, with a not to exceed amount of \$124,400.00 (pursuant to Boswell Engineering's attached proposal) for a term to commence March 19, 2015 and expire March 18, 2016; and

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

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

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

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

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

Reviewed:

[Signature]
Quentin Wiest
Business Administrator

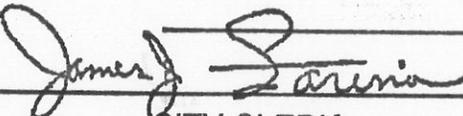
Approved as to Form:

[Signature]
Melissa Longo, Esq.
Corporation Counsel

Meeting Date: March 18, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla, Council President	/			
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: MAR 18 2015



CITY CLERK

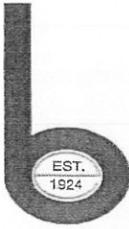
Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-220 2299 \$1.8M Road Improvement Soft Cost	Encumbrance	cert of funds for meeting 03/18/2015	124,400.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	124,400.00
Total:	1	124,400.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	124,400.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	124,400.00	Ref Num: 3382



March 9, 2015

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

Re: 2014 Municipal Street Resurfacing Construction
Management - Project Package A
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-6378

Dear Mr. Wiest,

In accordance with your request, this letter shall serve as Boswell Engineering's (Boswell) proposal for the construction management services for the above referenced project. Our office has completed the engineering design for Package A which includes grant funding in the amount of \$400,620 which the City of Hoboken (City) received from the New Jersey Department of Transportation (NJDOT).

Following is an outline of the scope of work and the estimated fee for our construction inspection and administration services.

SCOPE OF WORK

The scope of work includes the milling, resurfacing, striping, concrete ramps and pedestrian safety enhancements of the following roadways:

- Bloomfield Street from Observer Highway to 10th Street, the scope of work includes milling, resurfacing, striping, concrete ramps and pedestrian safety enhancements. (NJDOT Municipal and Urban Aid funding)
- Bloomfield Street from 10th Street to 14th Street, the scope of work includes striping, concrete ramps and pedestrian safety enhancements. *Note that milling and resurfacing will be completed under a separate contract.* (NJDOT Municipal and Urban Aid funding)
- Eleventh Street from Willow Avenue to Washington Street, the scope of work includes striping, concrete ramps and pedestrian safety enhancements. *Note that milling and resurfacing will be completed under a separate contract.*
- Ninth Street from Hudson Street to Castle Point Terrace, the scope of work includes milling, resurfacing, striping, concrete ramps and pedestrian safety enhancements.

- Eighth Street from Hudson Street to Castle Point Terrace, the scope of work includes milling, resurfacing, striping, concrete ramps and pedestrian safety enhancements.
- Madison Street from ±150 Feet North of 13th Street to 15th Street, the scope of work includes milling, resurfacing, striping, concrete ramps and pedestrian safety enhancements.

SCOPE OF SERVICES

Boswell will perform the following scope of services:

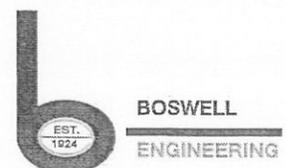
1. Coordinate and attend a pre-construction meeting with appropriate City officials, utility companies and other parties affected by the construction activities
2. Process all shop drawing submittals and coordinate with the City as needed on approvals
3. Provide inspection services during the construction phase
4. Respond to impacted stakeholders as needed during construction
5. Review contractor invoices to the City and process for payment
6. Perform the necessary updates to the NJDOT's System for Administering Grants Electronically (SAGE) as the project progresses
7. Make a final inspection of the project improvements
8. Prepare and submit close out documentation to the City and NJDOT

FEE PROPOSAL

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed \$124,400.00. 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. NJDEP Permits
3. Right-of-Way and/or easement plans or descriptions
4. Structural plans (including retaining walls)
5. Material testing



Mr. Quentin Wiest
City of Hoboken
March 9, 2015
Page 3

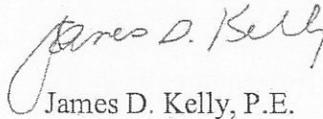
Additional work above and beyond what is outlined in the proposal will be performed as authorized by the City.

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering services and to 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.

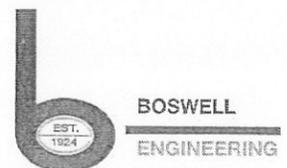
Very truly yours,

BOSWELL McCLAVE ENGINEERING



James D. Kelly, P.E.

JDK:JP:jm



INTRODUCED BY: *David P. Mus*
SECONDED BY: *Peter J. ...*

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO BOSWELL ENGINEERING FOR CITY
ENGINEER (ON-CALL) IN AN AMOUNT NOT TO EXCEED
THIRTY SIX THOUSAND DOLLARS (\$36,000.00) FOR A ONE
YEAR TERM TO COMMENCE JANUARY 1, 2015 AND
EXPIRE DECEMBER 31, 2015**

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 thereafter determined that Boswell Engineering qualified as a pool engineer to provide the City with the most effective and efficient City Engineering services for the 2015 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Boswell Engineering for the City's General Engineering On-Call services for a total contract amount of Thirty Six Thousand Dollars (\$36,000.00), with a one (1) year term to commence on January 1, 2015 and expire 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 \$36,000.00 is available in the following temporary appropriation 5-01-31-461-000 of the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano*, 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 Thirty Six Thousand Dollars (\$36,000.00), with a one (1) year term to commence on January 1, 2015, for services as General Municipal Engineer On Call, as follows:

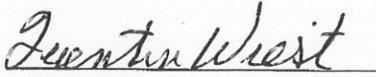
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Boswell's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The Administration shall be entitled, under this award, to utilize the firm on, an as needed basis, for any projects which require engineering assistance. This award is not project based, and the contract amounts hereunder are a retainer only, and no actual amount of work is suggested or implied.
4. 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.

5. 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.
6. 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:

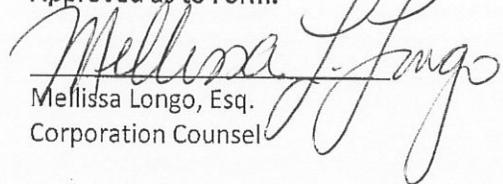
Boswell Engineering
South Hackensack, New Jersey

Reviewed:



Quentin Wiest
Business Administrator

Approved as to Form:



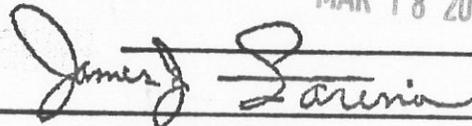
Melissa Longo, Esq.
Corporation Counsel

Meeting Date: March 18, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla, Council President	/			
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:

MAR 18 2015



CITY CLERK

Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	Cert of Funds meeting 03/18/2015	36,000.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	36,000.00
Total:	1	36,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	36,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 36,000.00 Ref Num: 3376

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

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER
(ON-CALL) IN AN AMOUNT NOT TO EXCEED THIRTY SIX
THOUSAND DOLLARS (\$36,000.00) FOR A ONE YEAR TERM
TO COMMENCE JANUARY 1, 2015 AND EXPIRE DECEMBER
31, 2015**

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 thereafter determined that T&M Associates qualified as a pool engineer to provide the City with the most effective and efficient City Engineering services for the 2015 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to T&M Associates for the City's General Engineering On-Call services for a total contract amount of Thirty Six Thousand Dollars (\$36,000.00), with a one (1) year term to commence on January 1, 2015 and expire 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 \$36,000.00 is available in the following temporary appropriation 5-01-31-461-000 of the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: [Signature] 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 Thirty Six Thousand Dollars (\$36,000.00), with a one (1) year term to commence on January 1, 2015, for services as General Municipal Engineer On Call, as follows:

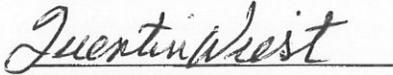
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and T&M's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The Administration shall be entitled, under this award, to utilize the firm on, an as needed basis, for any projects which require engineering assistance. This award is not project based, and the contract amounts hereunder are a retainer only, and no actual amount of work is suggested or implied.
4. 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.

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

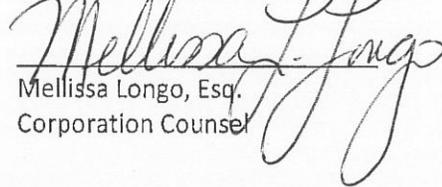
T&M Associates
Middletown, New Jersey

Reviewed:



Quentin Wiest
Business Administrator

Approved as to Form:



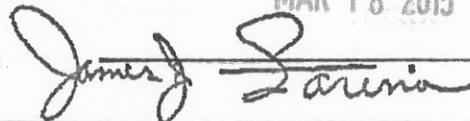
Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: March 18, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla, Council President	/			
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:

MAR 18 2015



CITY CLERK

Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	Cert of Funds meeting 03/18/2015	36,000.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	36,000.00
Total:	1	36,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	36,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 36,000.00 Ref Num: 3377

INTRODUCED BY: David M. ...
SECONDED BY: Pat H. ...

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO COMMUNITY COMPOST COMPANY FOR RESIDENTIAL COMPOSTING SERVICES TO THE CITY OF HOBOKEN FOR ONE YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF \$45,000.00

WHEREAS, the City advertised Request for Proposals for Residential Composting Services in accordance with the N.J.S.A. 40A:11-4.1 competitive contracting process; and,

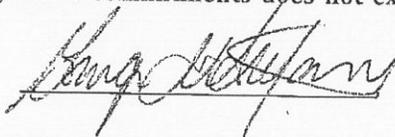
WHEREAS, Community Compost Company responded to the City's RFP with a proposal which was evaluated by the City as the best proposal to advance the City's purposes, including but not limited to cost effectiveness; and,

WHEREAS, the vendor is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified 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 \$45,000.00 is available in the following appropriations: G-02-25-114-002 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:
DeStefano, CFO



George

NOW THEREFORE BE IT RESOLVED, that a contract with Community Composting Company to provide services to the City as described in the City's RFP, and, to the extent not inconsistent therewith, the Vendor's attached proposal, for a term to commence March 18, 2015 and expire March 17, 2016, for a total not to exceed Forty Five Thousand Dollars and Zero Cents (\$45,000.00), subject to the following conditions:

- Vendor's proposal states that the total cost over 12 months is estimated at \$73,742.00; and, further suggests that the cost may go up after the first three months of the contract, if the hauling fees are higher than originally estimated. This contract award is for a flat \$45,000.00 payment by the City for 12 months of service, which was the result of negotiations between the City and the Vendor, and the Vendor hereby agrees to incur the remainder of the costs over the 12 month term without seeking additional funds from the City; and,
- Any amendments to the contracts, including without limitation fees payable by the City and/or the residential patrons of the program, shall be subject to prior approval of the City via a resolution, and shall be further subject to a non-appropriation clause in favor of the City.

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 Community Composting Company; 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,

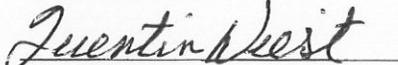
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions

necessary to complete and realize the intent and purpose of this resolution; and,

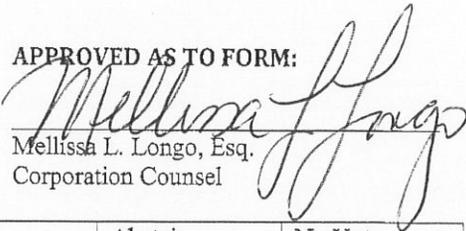
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

MEETING: March 18, 2015

REVIEWED:

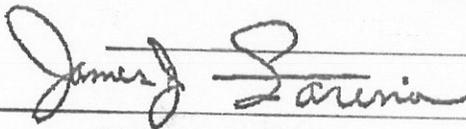

Quentin Wiest
Business Administrator

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: MAR 18 2015


CITY CLERK

Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No.	Type	Entry Description	Amount	Seq
Account Description				
G-02-25-114-002	Encumbrance	cert of funds meeting 03/18/2015	45,000.00	1
Clean Communities Grant 2014 Solid Waste				

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	45,000.00
Total:	1	45,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	45,000.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	45,000.00	Ref Num: 3383

Hoboken Composting Proposal

Background

Community Compost Company (CCC) offered drop spots for Hoboken residents to drop off their compost at the farmer's markets 2x/week from June 2014-November 2014. 43 people participated with ongoing contracts at \$20/month and 110 people made one-time drops, paying \$6/drop. CCC generated a total of \$4,100 in revenue including sales tax. Total costs for the program were nearly \$20,000. CCC began offering residential pick up services in January of 2015.

Current Status

CCC has 28 customers for residential pick up service, of which 15 households have weekly pickup and pay \$27 per month, and 13 clients have biweekly pickup and pay \$15 per month (plus tax and Paypal fees for both). Revenue generated is \$600/month. Due to the regulatory environment in New Jersey, CCC hauls material to the Hudson Valley in New York (85 miles from Hoboken) where we manage our own composting operations in partnership with local farms. Since January of 2015, CCC has diverted approximately 1,750 lbs of food scraps from the waste stream.

Looking Forward

CCC would like to expand residential pick up service in Hoboken. Out of 24,000 households, approximately 28% participate in recycling programs in the city (6,700 households). We estimate that 50% of those households would compost if given the opportunity and education (3,350 households), and that 20% of those households would be willing and able to pay for service, for a current addressable market of approximately 670 households (at \$25/month average per client, potential \$200,000 annual revenue).

CCC has two objectives in Hoboken:

1. to build our client base from 30 residential pickup customers to 100 within the next 12 months
2. to make composting available to participants, via subsidization from the city of Hoboken, for those who can't or won't pay for service but will participate (estimated 2,700 households)

We expect the market for both paying and non-paying participants to expand incrementally with education and marketing.

Proposal

CCC's current hauling system can accommodate a total of 72 households per trip, at an average of 4 gallons of compost per week per household. Given labor and transportation costs, the primary cost drivers, CCC needs 63 customers each week paying \$8/pick-up to break even per load hauled. Currently, we have an average of 18 households participating each week at approximately \$6/pick-up. CCC's goal is to procure support from the City of Hoboken for continuing to build the residential pick-up program, and to offer drop spots where we can test out participation on a donation basis.

Residential Pick-Up Service

Residential pickup program expansion is key to continuing to offer composting services in the City of Hoboken. We propose that the city subsidize 1 haul per week for 1 year, using CCC’s current hauling system, to support both expansion of residential pickup and re-initiating drop spots to residents. We will continue to charge residents \$8/pickup. Costs are \$500 per trip to haul materials, which equals \$2,150 per month and \$25,800 per year.

Drop Spots

Drop spots provide a less expensive alternative to residents seeking to compost food scraps. We propose that beginning in May 2015, CCC sets up temporary drop spots on Saturdays at 3 locations in Hoboken: the farmer’s market, Shoprite and City Hall. They will be set up from 9am until 2pm each Saturday. At these locations we will sell compost management equipment (buckets, bags, etc.) and finished compost, market our door-to-door collection service, and accept compost from individuals. People can use any containers they choose, but CCC will not accept garbage bags or other non-compostable refuse. People will be responsible for cleaning their own containers, however we will provide a portable pressure washer at each drop site. There will be no fee charged to residents, but we will ask for a suggested donation of \$1/gallon.

Drop Site	Units	Unit Cost	Total	Frequency
Hours - 2 people, 7 hours each	14	\$18.00	\$252	per week
Literature - flyers	100	\$0.50	\$50	per week
Wifi for tablet	1	\$50.00	\$50	per month
Software - per household	75	\$3.00	\$225	per month
Equipment	1	\$1,200.00	\$1,200	one-time
			\$1,574	month/site
			\$5,921	3-month total
Total Costs: 3 sites for 3 months			\$17,762	

No hauling fees are included in the drop spot budget as we anticipate that we can utilize our current hauling capacity to accommodate participants in the first 3 months. At 3 months, the site will be evaluated for resident participation and growth, volume of material, location, and whether additional hauling/transport costs will be required based on volume and donations.

Marketing

We propose a comprehensive marketing campaign to accomplish 3 objectives:

1. Educate residents about composting
2. Inform residents about available services
3. Encourage residents to participate

Our current marketing tactics include newsletters to our opt-in email list, social media posts on Facebook, Twitter and Instagram, public relations activities including local and national media coverage, and tabling at local events. We propose building on our current foundation as follows:

2015-16 Marketing						
Type	Activity	Usage	Timing	Number	Unit	Total
<i>Content design</i>						
	Videos	Online, at events	Ongoing	3	\$1,500	\$4,500
	Newsletters	Opt-in email list	Monthly	12	\$100	\$1,200
	Postcards/flyers	Handout for events	Ongoing	3	\$500	\$1,500
	Door hangers	Service start	1st month	1	\$500	\$500
	Print ads	Branding, service start	1st 3 months	3	\$500	\$1,500
	Online ads	Branding, service start	Ongoing	12	\$250	\$3,000
	Press releases	Announcements	Ongoing	6	\$100	\$600
	Blog posts	Current content	Weekly	52	\$40	\$2,080
	Bites	Social media posts	Ongoing	150	\$10	\$1,500
<i>Content printing</i>						
	Postcard/flyer			1,000	\$0.50	\$500
	Door hanger			1,000	\$0.50	\$500
<i>Content distribution</i>						
	Door hangers	Targeted @ initial base		20 hours		\$400
<i>Print advertising</i>						
	Hoboken Reporter		1st month,	4	\$650	\$2,600
	Hoboken Digest (Inc. digital)		1st 4 months	4	\$500	\$2,000
	07030 (inc. digital on NJ.Com)		1st month,	4	\$650	\$2,600
<i>Online advertising</i>						
	Facebook	Targeted, filtered	Ongoing,	60	\$27	\$1,620
<i>Experiential</i>						
	School seminars	Elementary/middle schools assembly i.e. Earth Day	April/May	6	\$250	\$1,500
	Green Fair		May	1	\$1,000	\$1,000
	Weekday Farmer's Markets	June: 6/2, 6/6, 6/9, 6/13, 6/16, 6/20, 6/23, 6/27, 6/30	June	9	\$120	\$1,080
Total						\$30,180

City Assistance

To accomplish these goals, the total financial support requested from the City of Hoboken is \$73,742 for 12 months. In addition to financial support, we are requesting in-kind support from the City of Hoboken in two areas: logistics/physical plant and marketing.

Logistics/physical plant support

- Storage for equipment – covered, secure storage for toters, pails, power washer, bicycle with trailer, and parking for a ¾ ton pick-up truck
- Place to wash buckets with warm water and drain, with 24-hour access, heated to at least 50 degrees Fahrenheit, including a sink
- Assistance procuring appropriate destination drop spot locations such as City Hall, Shoprite and Saturday farmer's market

Marketing Support

- Assistance procuring promotion locations at weekday farmer's markets
- Assistance contacting elementary and middle schools to schedule Earth Day assemblies
- Promotion through city website, print materials, social media

Outcomes

In combining both residential pick-up and drop spot programs, reaching our goal of 100 households for residential weekly pick-up service and get 75 drops/week/drop site will divert approximately 2-4 tons of material per week out of Hoboken's waste stream. We will generate \$4,800 per month in revenue and estimate our costs to be \$4,200 per month at the end of 12 months and anticipate a platform for continued growth in organics collection in the City of Hoboken.

Benefits to Hoboken:

- Estimated saving in tipping fees of \$15-\$20,000 from composting
- First City in New Jersey and first program in Hudson County
- Creation of 2-4 Green Jobs
- Supports Mayor's Climate Action Committee
- Food waste collection supports increased recycling participation rates
- Education and increased awareness results in greater implementation of home composting.

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO CALI CARTING INC. FOR THE PROVISIONS OF SOLID WASTE AND RECYCLING REMOVAL AND PROCESSING SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 13-13 FOR AN ADDITIONAL ONE YEAR, FOR SERVICES OF YEAR TWO OF OPTION TWO OF THE BID, IN THE TOTAL AMOUNT OF \$1,790,000.00 TO COMMENCE MAY 1, 2015

WHEREAS, proposals were received for Bid Number 13-13 for the provisions of solid waste and recycling removal and processing services; and,

WHEREAS, One (1) bid proposal was received; the Purchasing Agent advised being:

VENDOR		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Cali Carting Inc.	option 1	\$1,860,000	\$1,890,000	\$1,920,000	\$1,965,000	\$1,995,000
	option 2	\$1,760,000	<u>\$1,790,000</u>	\$1,820,000	\$1,865,000	\$1,895,000

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City entered into a one year contract with Cali Carting, which is set to expire, and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 13-13, Option Two (5 Days a Week), for an additional one year term, to commence May 1, 2015, and further maintains its rights to the additional one year option to extend at the sole discretion of the City, and with the option to elicit Alternate B at the end of the current term (plus any and all applicable extensions) at the City's sole discretion, and Cali Carting Inc. submitted a responsible, and responsive bid; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$1,790,000.00 is available in the following appropriations: 5-01-26-305-020 in the introduced CY2015 budget, which is anticipated to be adopted in the coming weeks; 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 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 by the City Council of the City of Hoboken as follows:

- A. This resolution exercises the City's option to extend the contract for the goods and services specified in Bid No. 13-13, Option Two (5 Days a Week), for an additional one year term, to commence May 1, 2015, and further maintains the City's rights to the additional one year option to extend at the sole discretion of the City, and with the option to elicit Alternate B at the end of the current term (plus any and all

applicable extensions) at the City's sole discretion, and Cali Carting Inc. submitted a responsible, and responsive bid.

- B. The City exercises this one year option to extend in the total amount of One Million Seven Hundred Ninety Thousand Dollars (\$1,790,000.00), in year two under option two, with all options to extend and all funds thereunder subject to non-appropriation of funds and extension at the sole discretion of the City.
- C. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract. The contract shall commence on May 1, 2015.
- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted, so none will be allowable under the contract.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

MEETING: March 18, 2015

REVIEWED:

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:

MAR 18 2015

James J. Savino

CITY CLERK

Introduced by:
Seconded by:

David M. ...
Peter H. ... 16

CITY OF HOBOKEN
RESOLUTION NO. : _____

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON AS SPECIAL LEGAL COUNSEL- REDEVELOPMENT LITIGATION TO THE CITY OF HOBOKEN FOR CY2015 TO COMMENCE JANUARY 1, 2015 AND TO EXPIRE DECEMBER 31, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$50,000.00

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Maraziti Falcon responded to, and the City's evaluation committee has determined that this firm's proposal was one of the top proposals provided, cost and other factors considered; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriation 5-01-20-156-020 in the temporary CY2015 appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano* George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maraziti Falcon to represent the City as Special Legal Counsel- Redevelopment Litigation for CY 2015 be awarded., for a term to commence January 1, 2015 and expire December 31, 2015, for a total not to exceed amount of Fifty Thousand Dollars (\$50,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Maraziti Falcon shall be paid maximum hourly rates of \$190.00/hour for attorneys when charged to the City, \$225.00/hour for attorneys when such fees are paid solely by private parties through reimbursement agreements, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover both outstanding and new litigation of redevelopment matters, and new matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep

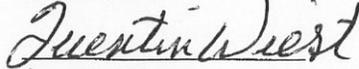
a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

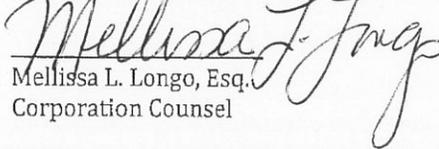
BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: March 18, 2015

APPROVED:


Quentin Wiest
Business Administrator

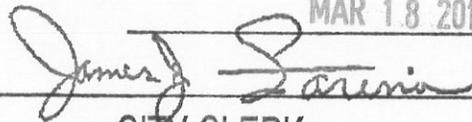
APPROVED AS TO FORM:


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:

MAR 18 2015



CITY CLERK

Batch Id: GDS Batch Date: 03/17/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	cert of funds meeting 03/18/2015	50,000.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	50,000.00
Total:	1	50,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	50,000.00			

Batch: GDS Updated Entries: 1 Updated Amount: 50,000.00 Ref Num: 3378

Introduced By David J. Neri 17

Second By: Patricia Mink

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$13,023.46

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Tal N. Lee 2 Constitution Court #513 Hoboken, NJ 07030	262.03/1/C0513	2 Constitution Court	3&4/14	\$3,438.67
Anthony Battaglia 319 Grand Street #3 Hoboken, NJ 07030	52/11/C0003	319 Grand Street	3/14	\$2,966.91
634 Park Ave LLC P.O. Box 42 Hoboken, NJ 07030	168/22/C0002	634 Park Avenue	2/15	\$1,199.52
Corelogic P.O. Box 961230 Forth Worth, TX 76161-0230	261.03/1/C1107	1125 Maxwell Lane	4/14	\$3,689.37
David & Brooke Schwerin 17 Timber Drive North Caldwell, NJ 07006	27/17/C003B	132 Monroe Street	4/14	\$1,728.99

Meeting: March 18, 2015

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

MAR 18 2015

James J. Sarena

CITY CLERK

Approved as to Form:

Melissa Long
CORPORATION COUNSEL

Sharon Curran
Sharon Curran, Tax Collector

Sponsored by: [Signature]

Seconded by: [Signature]

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meeting of March 4, 2015** have been reviewed and approved by the Governing Body.

[Signature]
Approved as to form:

Meeting Date: March 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	/			

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

[Signature]
CITY CLERK

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

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. : _____

James J. Sarena
CITY CLERK

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL
SERVICE CONTRACT WITH THE BUZAK LAW GROUP AS SPECIAL
LEGAL COUNSEL-LAND USE AND ENVIRONMENTAL LAW TO THE CITY
OF HOBOKEN TO COMMENCE NOVEMBER 1, 2014 AND EXPIRE
OCTOBER 31, 2015 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT
BY \$30,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$80,000.00

WHEREAS, service to the City as Special Counsel-Land Use and Environmental Law 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 its annual Request for Proposals for the Professional Services of CY2014 Special Legal Counsel-Land Use and Environmental Law in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which The Buzak Law Group responded to, and a contract was thereafter entered into between The Buzak Law Group and the City for said services; and,

WHEREAS, the City Administration seeks to increase the total contract amount for said services by The Buzak Law Group, so that, in the course of representation of matters involving the acquisition of property, including without limitation the BASF and Ponte matters, Ed Buzak may, as same becomes necessary from time to time, immediately sub-contract for services of subcontractors to provide professional and/or licensed services relating to Ed Buzak's representation of the City; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available in the following appropriation C-04-60-711-120; 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 CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:
George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with The Buzak Law Group to represent the City as Special Legal Counsel-Land Use and Environmental Law be amended, for a term to commence November 1, 2014 and expire October 31, 2015, for an increase in the not to exceed amount by \$30,000.00, for a total not to exceed amount of Eighty Thousand Dollars (\$80,000.00); and,

BE IT FURTHER RESOLVED, the contract shall include the following term:

1. The Buzak Law Group shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20.00/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and

charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

2. The Buzak Law Group may subcontract for services, but all invoices of subcontractors shall be due and owing from Buzak Law Group – the City shall not directly pay for any subcontractor, and shall not be liable for same at law or in equity, except in favor of The Buzak Law Group upon proper invoicing after payment made to the subcontract; and,
3. The Buzak Law Group shall be responsible for ensuring that all subcontractors used on projects have and hold a valid New Jersey Business Registration Certificate, provide a valid and fully executed Stockholder Disclosure Statement, provide a valid and fully executed Pay to Play disclosure packet, and that all documents are forwarded to the City for review and approval prior to any payment by the City in favor of The Buzak Law Group for services rendered by said subcontractors.

BE IT FURTHER RESOLVED, new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

Present

Batch Id: GDS Batch Date: 03/18/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO CERT MEETING 03/18/2015	30,000.00	1

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	30,000.00
Total:	1	30,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	30,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 30,000.00 Ref Num: 3388

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