Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

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

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

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

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

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

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

MEETING: August 5, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY CLIENT PRIVILEGE (ANDREW BREWER, ESQ.) RELATING TO ANTICIPATED LITIGATION BETWEEN THE CITY OF HOBOKEN, NEW JERSEY AND METROSTOP CONDOMINIUM ASSOCIATION REGARDING METROSTOP WORKFORCE HOUSING

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

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

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

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

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

MEETING: August 5, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

Introduced By: _____
Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION WAIVING ROAD OPENING PERMIT FEES TO NORTH HUDSON SEWAGE AUTHORITY FOR THE H5 PUMP CONSTRUCTION

WHEREAS, the NHSA H5 pump installation construction is commencing, and the City has agreed to undertake the costs and financing of the project.

WHEREAS, the cost for the road opening permits are $ 19,700.00 and the City seeks to waive these fees.

WHEREAS, the City of Hoboken traditionally does not waives road opening fees but seeks to do so under the current circumstances, since the City is also the funding and financing body for this construction project.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes waiver of the road opening permit fees for NHSA's H5 pump installation construction under the circumstances provided for herein.

Meeting Date: August 5, 2015

Reviewed:
Quentin Wiest
Business Administrator

Approved as to form:
Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Resolution Receiving Corrective Action Plan for the CY 2014 Audit

CITY CLERK

WHEREAS, the City of Hoboken has received its Audit for CY 2014 from the independent auditor Ferraioli, Wielkotz, Cerullo, & Cuva, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires the Chief Financial Official and other City Officials to prepare a Corrective Action Plan for all recommendations reflected in the Annual Audit, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires such Corrective Action Plan to be accepted by the Council of the City of Hoboken and filed with the Director of Local Government Services, and

WHEREAS, the Corrective Action Plan is attached hereto, and incorporated herein by reference;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to accept the Corrective Action Plan for the City of Hoboken CY 2014.

BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution with the Corrective Action Plan to the Director of Local Government Services for approval.

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

Reviewed By:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo
Corporation Counsel

Date of Meeting: August 5, 2015

City of Hoboken
Hudson County, New Jersey

Corrective Action Plan
Audit Report Year: December 31, 2014

Including Comments on Findings and Recommendations

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations

December 31, 2014

FINANCE/TREASURER

Finding/Condition #1

Monies are being held in trust for the South Waterfront which is not under the auspices of the City.

Recommendation:

Monies be turned over to the South Waterfront Board to relieve the City of responsibility

Explanation and Corrective Action:

The City is negotiating a services agreement with the Hoboken South Waterfront Operating and Maintenance Corp. Monies will be turned over to the Hoboken South Waterfront Operating and Maintenance Corp. upon execution of the agreement.

PURCHASING

Finding/Condition #1

There were three instances of vendors performing services for the City in excess of $17,500 without Pay to Play documentation and public bidding as required by N.J.S.A. 19:44A-20.5.

Recommendation:

All vendors that perform services in excess of $17,500 should be awarded through an RFP.

Explanation and Corrective Action:

The City is reviewing vendor files to ensure that the requirements of the Local Public Contracts Law and applicable City ordinances are being followed. This process will be ongoing.

Finding/Condition #2
There were two instances of public advertisement failing to note that the proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

Recommendation:
Public advertisements for RFPs should note that solicitation is being done through a fair and open process.

.

Explanation and Corrective Action:
The advertisement language for RFPs has been revised to incorporate the above recommendation.

PAYROLL/PERSONNEL

Finding/Condition #1
Instances where employees enrolled in health benefits were not contributing (2 times).

Recommendation:
That employees enrolled in health benefits contribute to their coverage.

Explanation and Corrective Action:
The City has implemented a new payroll system which automatically calculates the mandatory employee health insurance contributions. Care is being taken to ensure that all changes to employee insurance status are entered in the system so that the correct deductions can be taken.

5

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

GOVERNING BODY CERTIFICATION OF THE CALENDAR YEAR 2014 AUDIT

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

WHEREAS, the Annual Report of Audit for the calendar year 2014 has been filed by a Registered Municipal Accountant with the Hoboken City Clerk pursuant to **N.J.S.A. 40A: 5-6**, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

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

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

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON August 5, 2015

Clerk

Meeting Date: August 5, 2015

Approved:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa 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: AUG 05 2015

CITY CLERK

CHECKLIST FOR PICKING UP THE 2014 AUDIT

CITY OF HOBOKEN
CITY CLERK'S OFFICE
HOBOKEN, NEW JERSEY 07030
(201) 420-2080
http://www.hobokennj.gov

1. COUNCILWOMAN CASTELLANO _____
2. COUNCILWOMAN MASON _____
3. COUNCILMAN RUSSO _____
4. COUNCILMAN OCCHIPINTI _____
5. COUNCILMAN CUNNINGHAM _____
6. COUNCILWOMAN GIATTINO _____
7. COUNCIL AT LARGE DOYLE _____
8. COUNCIL AT LARGE MELLO _____
9. COUNCIL PRESIDENT _____

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

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

1. We are duly elected (or appointed) members of the City Council of the City of Hoboken in the county of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2014;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) Theresa Castellano (L.S.)
(L.S.) (L.S.)
(L.S.) (L.S.) Peter H. Cunningham
(L.S.) (L.S.)
(L.S.) (L.S.)

Clerk

8-5-15

Sworn to and subscribed before me this
5th Day of August, 2015
Mellissa Taylor Fingo
Notary Public of New Jersey
an Attorney at Law in the State of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

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

1. We are duly elected (or appointed) members of the City Council of the City of Hoboken in the county of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2014;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) Theresa Castellano	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.) Peter H. Wright
(L.S.)	(L.S.)
(L.S.)	(L.S.)

Clerk

8-5-15

Sworn to and subscribed before me this
5th Day of August 2015

Melissa Layla Longo
Notary Public of New Jersey
An Attorney at Law in State of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

6

Sponsored: _____

Seconded: _____

The City of Hoboken** of **The County of Hudson
Resolution No.

CITY CLERK

A RESOLUTION TO CANCEL RESERVE FOR TAX SALE PREMIUMS

WHEREAS, there is a reserve for tax sale premiums that has been on the books of the City for a more than five years; and

WHEREAS, N.J.S.A. 54:5-33 provides that tax sale premiums revert to a municipality after five years and these premiums all were received prior to 2010; and

WHEREAS, the Mayor and City Council wish to cancel said balance;

BE IT RESOLVED, by the Governing Body of the City of Hoboken, County of Hudson, New Jersey that the following balance is hereby cancelled:

Trust Funds - Reserve for Tax Sale Premiums: $459,583.06

BE IT FURTHER RESOLVED, that the amount of $459,583.06 be transferred from the Trust Funds to the Current Fund and credited to Miscellaneous Revenue Not Anticipated.

Adopted this 5th day of August, 2015
and certified as a true copy of an original.

James Farina, Registered Municipal Clerk

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

7

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

James J. Farina
CITY CLERK

RESOLUTION AWARDING A CONTRACT TO PAT SCANLAN LANDSCAPING, INC. FOR THE PROVISIONS OF WASHINGTON STREET TREE PLANTING AND BEAUTIFICATION PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 15-20 IN THE TOTAL NOT TO EXCEED AMOUNT OF $69,290.00.

WHEREAS, bids were received for Washington Street Tree Planting and Beautification project, as specified in Bid Number 15 - 20; and,

WHEREAS, Two (2) bids were received, being:

VENDOR	TOTAL BID
1. Pat Scanlan Landscaping, Inc. New City, NY 10956	$69,290.00
2. Lou's Landscaping and Design, Inc Wayne, NJ 07470	$95,020.00

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services specified in Bid No. 15-20, and Pat Scanlan Landscaping, Inc. submitted the lowest, responsible and responsive bid in the amount of $69,290.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $69,290.00 is available in the following appropriations: $45,290- from 5-01-26-293-069 and $24,000- from T-03-40-000-06 **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 as follows:

A. This resolution awards a contract to Pat Scanlan Landscaping, Inc., for Bid No.

15-20, in the total amount of Sixty Nine Thousand Two Hundred Ninety Dollars ($69,290.00) for Washington Street Tree Planting and Beautification Project; and said contract shall be to Pat Scanlan Landscaping, Inc., in accordance with the specifications as set forth in Bid No. 15-20.

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

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

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

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

F. This resolution shall take effect immediately upon passage.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano			/	
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-26-293-069 SHADE TREE COMMISSION-MISC. EXPENSE	Encumbrance	CFO CERT FOR MEETING 08/05/2015	45,290.00	1
T-03-40-000-016 Reserve Shade Tree Comm	Encumbrance	CFO CERT FOR MEETING 08/05/2015	24,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	45,290.00
TRUST FUND & OTHER	T-03	0.00	0.00	0.00	0.00	0.00	24,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	69,290.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	69,290.00
Total:	2	69,290.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	69,290.00

Batch: GDS Updated Entries: 2 Updated Amount: 69,290.00 Ref Num: 3645

George DeStefano

From: Leo Pellegrini
Sent: Friday, July 31, 2015 10:09 AM
To: Al Dineros; Chris Baldwin; George DeStefano
Cc: Quentin Wiest; Alysia Proko
Subject: RE: Rescind Contract - Louis Barbato/ Certification of Funds

Please note the contract for the 2014/2015 Tree Planting Project was awarded in October 2014. The contract was rescinded at the last meeting. The work for phase II will commence in October 2015.

2015 (Fall) Street Tree Planting and Well Enlargement Project in Accordance with City's Bid No. 15 – 21 in the total not to exceed $45,575.00

Certification of funds:
4-01-26-293-046 - $11,669.00
T-03-40-000-016 - $33,906.00
Total $45,575.00

WASHINGTON STREET TREE PLANTING AND BEAUTIFICATION PROJECT TOTAL NOT TO EXCEED AMOUNT OF $69,290.00

5-01-26-293-046 - $45,290.00
T-03-40-000-016 - $24,000.00
Total $69,290.00

Thanks,

Leo Pellegrini, Director
Health & Human Services/Public Works
City of Hoboken
tel: (201) 420 - 2012
email: lpellegrini@hobokennj.gov

From: Al Dineros
Sent: Thursday, July 23, 2015 10:36 AM
To: Chris Baldwin; George DeStefano; Leo Pellegrini
Subject: Rescind Contract - Louis Barbato

Chris,

PO: 15 – 03555 - $56,210.00
New Total: $29,531.00

4-01-26-293-046 - $41,200.00
T-03-40-000-016 - $15,,010.00

The contract for subject had been rescinded (see new total above), see attached. Which account you want me to keep?

AL B. Dineros, QPA
Purchasing Agent

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Phone: (201) 420-2087
Fax: (201) 420-2009
adineros@hobokennj.gov

Bid Proposal
BID NUMBER: 15 – 20
Washington Street Tree Planting & Beautification Project

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

Alternate A: 300 Block of Washington Street

Task Items	Unit	QTY (Estimate)	Unit Price	Extended Price
1..Excavate new 4' X 10' tree pit & install metal edging	EA	2	1000	2000
2..Expand existing tree pit & install metal edging	LS	11	350	3850
3.Re-use existing pavers to close-in existing 4'x4' tree pit	EA	2	500	1000
4.Intall new 3-3.5" Caliper Linden	EA	6	600	3600
5.Install iron tree pit guard (provided by city)	EA	13	200	2600
6.Install 3" mulch layer (4'x10' tree pits)	EA	13	20	260
Tree & Stump Removal				
1.Remove 4-8" Caliper tree	EA	2	500	1000
2.Remove 8-15" Caliper tree	EA	0		
3.Remove >15" Caliper tree	EA	1	1000	1000
Sub Total 300 Block Washington Street (Alt A)				$15,310

Alternate B: 400 Block of Washington Street

Task Items	Unit	QTY (Estimate)	Unit Price	Extended Price
1..Excavate new 4' X 10' tree pit & install metal edging	EA	3	1000	3000
2..Expand existing tree pit & install metal edging	LS	9	350	3150
3.Re-use existing pavers to close-in existing 4'x4' tree pit	EA	2	500	1000
4.Intall new 3-3.5" Caliper Linden	EA	10	600	6000
5.Install iron tree pit guard (provided by city)	EA	12	200	2400
6.Install 3" mulch layer (4'x10' tree pits)	EA	12	20	240
Tree & Stump Removal				
1.Remove 4-8" Caliper tree	EA	0		
2.Remove 8-15" Caliper tree	EA	1	800	800
3.Remove >15" Caliper tree	EA			
Sub Total 400 Block Washington Street (Alt B)				$16,590

Alternate C: 500 Block of Washington Street

Task Items	Unit	QTY (Estimate)	Unit Price	Extended Price
1..Excavate new 4' X 10' tree pit & install metal edging	EA	1	1000	1000
2..Expand existing tree pit & install metal edging	LS	11	350	3850
3.Re-use existing pavers to close-in existing 4'x4' tree pit	EA	4	500	2000
4.Intall new 3-3.5" Caliper Linden	EA	4	600	2400
5.Install iron tree pit guard (provided by city)	EA	12	200	2400
6.Install 3" mulch layer (4'x10' tree pits)	EA	12	20	240
Tree & Stump Removal				
1.Remove 4-8" Caliper tree	EA	2	500	1000
2.Remove 8-15" Caliper tree	EA	0		
3.Remove >15" Caliper tree	EA	2	1000	2000
Sub Total 500 Block Washington Street (Alt C)				$14,890

Alternate D: Solid Steel Tree Pit Guard

Task Items	Unit	QTY (Estimate)	Unit Price	Extended Price
Fabricate & Paint Solid Steel Tree Pit Guards as Specified (Length 120" X Width 42" X Height 18") Three-Sided & Tapered at Curb	EA	25	900	22,500
Sub Total Solid Steel Tree Pit Guard (Alt D)				$22,500

TOTAL BID PRICE (Alt A+ Alt B + Alt C+ Alt D) - $ 69,290

SIXTY-NINE THOUSAND TWO HUNDRED AND NINETY DOLLARS AND NO CENTS

(Total Bid Price in Words)

Notes:

These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of trees/services planted/rendered herein described. *Vendor will be paid for the actual trees/services planted/rendered.*

SIGNATURE PAGE

Signature	Date: JULY 21, 2015
Print Name: PAT SCANLAN	Title/Position: PRESIDENT

Bidder/Company: PAT SCANLAN LANDSCAPING, INC.

Company Address: P.O. BOX 1136 NEW CITY NY 10956

Telephone #: 845-634-0508	Fax #: 845-634-0588
Email Address: patscanlan1@optonline.net	PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

7/29/2015

City Of Hoboken
BID NUMBER: 15 – 20
Washington Street Tree Planting & Beautification Project

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Properly Completed and Signed Bid Proposal	
☒	Mandatory Affirmative Action Language – Appendix A	
☒	Americans with Disabilities Act of 1990 – Appendix B	
☒	Affirmative Action Compliance Notice	
☒	Stockholder Disclosure Certification	
☒	Americans with Disabilities Act of 1990 - Acknowledgement	
☒	Nuclear – Free Hoboken Ordinance	
☒	Non-Collusion Affidavit	
☒	Exceptions and Addenda (um) Forms (where applicable)	
☒	Prevailing Wage Affidavit	
☒	Iranian Investment Compliance Form	
☒	Proof of Business Registration Certificate	
☒	Public Works Registration Certificate	
☒	Proof of Insurance	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

8

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO T&M ASSOCIATES FOR THE WASHINGTON STREET RESURFACING PROJECT IN ACCORDANCE TO T&M ASSOCIATES PROPOSAL "HOBKOH15011" IN THE AMOUNT NOT TO EXCEED $817,658.00.

WHEREAS, the City of Hoboken requires professional services for the engineering consultants for the resurfacing of Washington Street; and,

WHEREAS, T&M Associates submitted a general engineering proposal and was chosen January 20, 2015, as a pool engineer in accordance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

WHEREAS, the Administration, intends to use T&M Associates for the above mentioned consulting services, using their proposal HOBKOH15011, for said engineering services; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to purchase professional services for the engineering consulting and design for resurfacing of Washington Street for a total contract amount, not to exceed, Eight Hundred Seventeen Thousand Six Hundred Fifty Eight dollars and Zero Cents ($817,658.00), for goods and services as described in the attached proposal from T&M Associates, dated March 18, 2015 and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available in the following appropriations:

$326,342 from C-04-60-715-120
$292,957 from C-04-60-715-122
$15,000 from C-04-60-715-105
$183,392 from C-04-60-715-124

and, this certification is subject to the termination of the estoppel period on the July 8, 2015 bond, scheduled for the close of business on August 6, 2015, passing with the institution of any petitions and/or complaints relating to passage of the bond ordinance, and this certification is withdrawn immediately if any petitions and/or complaints are filed regarding same on or before close of business on August 6, 2015; 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 Eight Hundred Seventeen Thousand Six Hundred Fifty Eight Hundred dollars and Zero Cents ($817,658.00), for goods and services as described in the substantive portion of the attached proposal from T&M Associates dated March 18, 2015; 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. The City, by way of this resolution, accepts the substantive goods and service terms of the attached proposal, but rejects the administrative portion of the proposal to the extent said terms differ from the City's original engineering RFP.
4. Any change to the order, 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. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.
6. 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.
7. 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
   11 Tindall Road
   Middletown, NJ 07748

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano			✓	

Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

James J. Farrin

CITY CLERK

George DeStefano

From: Chris Baldwin
Sent: Tuesday, July 28, 2015 3:12 PM
To: George DeStefano
Subject: FW: RFP 15-02: Washington Street Final Design Engineering Contract Award

Meant to copy you on the below

From: Chris Baldwin
Sent: Tuesday, July 28, 2015 3:12 PM
To: Stephen Marks; Quentin Wiest; Alysia Proko
Cc: Linda Landolfi; Al Dineros
Subject: RE: RFP 15-02: Washington Street Final Design Engineering Contract Award

Please see accounts below.

From: Stephen Marks
Sent: Friday, July 24, 2015 3:32 PM
To: Quentin Wiest; Alysia Proko
Cc: Mellissa Longo; John Morgan; Linda Landolfi; Chris Baldwin; Vijay Chaudhuri; Juan Melli; Al Dineros
Subject: RFP 15-02: Washington Street Final Design Engineering Contract Award

$326,309 from the chapter 20 costs for the Water Main Replacement Project; C-04-60-715-120
$292,957 from the chapter 20 costs for the Green Infrastructure/Drainage Improvement Project; C-04-60-715-122
$198,392 from the chapter 20 costs for all other Traffic and Transportation Improvements.
2 Pieces: $15,000 from C-04-60-715-105 and $183,392 from C-04-60-715-124
Finance will assign the account numbers for the various subaccounts from the bond ordinance approved on 7/8/15.

If you need additional information or assistance, please let me know.

Thanks,
Stephen

****

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Tel.: (201) 420-2059
Fax: (201) 420-2096
Email: smarks@hobokennj.gov

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-120 Z360 Wash St Water Mains Soft Cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	326,342.00	1
C-04-60-715-122 Z360 Drainage & Infrastructure Soft Cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	292,957.00	2
C-04-60-715-105 Z360 Signalization CIF-use for soft cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	15,000.00	3
C-04-60-715-124 Z360 Signalization Soft Cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	183,392.00	4

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	817,691.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	817,691.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	4	817,691.00
Total:	4	817,691.00

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:	4	817,691.00

Batch: GDS Updated Entries: 4 Updated Amount: 817,691.00 Ref Num: 3630

YOUR GOALS. OUR MISSION.

HOBKOH15011

March 18, 2015

Mr. Stephen D. Marks, PP, AICP
Municipal Manager
City of Hoboken
84 Washington Street
Hoboken, NJ 07030-0485

Sent via email to smarks@hobokennj.gov

Re: RFP 15-02 | Proposal for the Washington Street Resurfacing and Improvement Project
Fee Proposal Breakdown

Dear Mr. Marks:

As requested in your email dated Wednesday, March 11, 2015, we are providing an itemized response with back up information as follows:

1. **Please confirm in writing, via a signed and dated letter on company letterhead, that your firm agrees to the scope of work and deliverables as set forth in the RFP and takes no exception to the same;**

   Please see attached letter on company letterhead dated March 18, 2015 stating same. Please note that for Task 8 T&M is providing a grants strategic plan for the project. Our purpose with a grants strategic plan for the project is to save Hoboken time and money. By researching all of the applicable grants and formulating a plan for Hoboken to take advantage of applications that increase design and construction potential, as well as work within the project scheduling needs. Once grants are identified and prioritized, we will provide a cost for each desired application, usually within the range of $5,000 to $10,000 per grant. In this manner we can save cost by using design and costs that are prepared during the first phases, creating efficiencies of scale for use in multiple applications.

2. **Please provide the proposed budget in a single spreadsheet (preferably in Microsoft Excel format). Please include all sub-consultant tasks and costs in one consistent format and detail in one spreadsheet. Budget amount should remain exactly as proposed (as amended and clarified on 3/2/15), but with added detail to ensure inclusion of information and summary for all tasks and subtasks. Please include the following, as well as any other summary information/analysis that you think would be helpful for evaluation:**

   1. **Staff name, staff rate and total hours per task and subtask per staff member; and**
   2. **Total cost per task and subtask per consultant.**

   Please find attached a breakdown of the budgeted hours and subtasks for each of the task listed in the City's Proposal RFP 15-02. The fees as shown in the attached breakdown are in accordance with our proposal dated January 6, 2015 and letter dated March 2, 2015 regarding project clarification for the water main design portion of the project. The breakdown is in a single spreadsheet in Microsoft Excel format and includes all sub-consultant tasks. In addition to the breakdown of sub-consultant hours, we have also attached the proposals from GEOD (field survey and Level B) and our Driller (EDCI) for borings. We have also attached the revised Cost Proposal from our original proposal which clearly shows the breakdown of hours and rates.

3. **Please provide a summary spreadsheet detailing all proposed expenses for the entire team AND typical cost for full range of optional expenses that may be needed/recommended if not included in your proposed budget. Please include in an Excel file.**

   All proposed expenses are included in our spreadsheet. It should be noted, that the two optional items that we recommended in our original proposal were added to our fee in our letter dated March 2, 2015. These two (2) recommended items were the Level B survey, and the soil borings, which are already in our fee of $817,658.00.

   The following services were listed in our original proposal as exceptions. These items were not requested within the RFP issued by the City and costs for same were not included in our fee proposal nor do we believe services for items 1 through 6 below will be required to complete the design of the project. With respect to item 7, it is assumed that all permits will be paid directly by the City.

   - It is assumed the construction projects do not involve real property acquisition or work on private property and will not require any services related to the Uniform Relocations Act (URA).
   - Environmental permitting, testing and remediation plans
   - Construction stakeout
   - Laboratory testing
   - Soil testing and/or analysis
   - Construction administration, observation and inspection
   - Permit fees (by Agencies)

4. **Your price proposal to prepare bid documents was extremely low given the size and complexity of the project. Please explain how you plan to prepare bid documents for the price you quoted.**

   Our proposal price to prepare bid documents is the price to send the Notice to bidders to the three papers, and to reproduce the bid sets for sale. The hours for these subtasks are shown on the spreadsheet requested under Question 2 (above). All the hours for Final Design Plans Specifications are provided under Task 9, and the responses to bidders questions are included in Task 11 "Facilitate Contractor Selection".

Thank you for the opportunity to submit these clarifications. We are prepared to proceed upon authorization for a not to exceed fee of **$817,658.00** as stated in our Proposal dated January 6, 2015 and modified by letter dated March 2, 2015.

If you have any questions or need additional information, please contact me at 732.671.6400 or JFlor@tandmassociates.com.

Very truly yours,

Jaclyn J. Flor, PE, PP, CME
Group Manager

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

January 15, 2015

Subject: SUBMISSION RESULT: (Revised) - RFP 15 – 02
Professional Services –
Washington Street Resurfacing and Improvement Project
Preliminary and Final Design Plans, Specifications, Estimates and Schedules

Please be advised that proposals for the above mentioned services were received, publicly opened and announced at City Hall on January 6, 2015 at 11:00 AM. The following personnel were present during the opening:

AL Dineros	- QPA
Jennifer Mastropietro	- Buyer
Amanda Seguinot	- Purchasing Clerk
Joe Pomante	- Boswell Engineering

1. Thirty (30) vendors received the complete RFQ package. The following proposals were received:

   a. The RBA Group, Inc.
      Parsippany, NJ

   b. Weidlinger Associates, Inc.
      New York, NY

   c. Kinley Horn
      New York, NY

   d. Boswell Engineering
      South Hackensack, NJ

   e. T & M Associates
      Middletown, NJ

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

YOUR GOALS. OUR MISSION.

HOBKOH15011

March 18, 2015

Mr. Stephen D. Marks, PP, AICP
Municipal Manager
City of Hoboken
84 Washington Street
Hoboken, NJ 07030-0485

Sent via email to smarks@hobokennj.gov

Re: RFP 15-02 | Proposal for the Washington Street Resurfacing and Improvement Project
Agreement to Provide the Scope of Work

Dear Mr. Marks:

T&M Associates agrees to provide the scope of work and deliverables as set forth in the RFP, and takes no exception to same other than one aspect of Task 8, which requests an agreement to provide all applications for grant funding. T&M agrees to provide all required and necessary permit applications required for the project. T&M also agrees to provide both a Clean Water and Drinking Water funding application, including Level 1 planning documents, for the acquisition of funding through the EIT program, as well as, coordinate compliance of funding program requirements from design through completion of construction.

However, relative to the grant applications, for Task 8, T&M is providing a grants strategic plan for the project. Our purpose with a grants strategic plan for the project is to save Hoboken time and money. By researching all of the applicable grants and formulating a plan for Hoboken to take advantage of applications that increase design and construction potential, as well as work within the project scheduling needs. Once grants are identified and prioritized, we will provide a cost for each desired application, usually within the range of $5,000 to $10,000 per grant. In this manner we can save cost by using design and costs that are prepared during the first phases, creating efficiencies of scale for use in multiple applications.

If you have any questions or need additional information, please contact me at 732.671.6400 or JFlor@tandmassociates.com.

Very truly yours,

Jaclyn J. Flor, PE, PP, CME
Group Manager

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

January 15, 2015

Subject: SUBMISSION RESULT: (Revised) - RFP 15 – 02
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Washington Street Resurfacing and Improvement Project
Preliminary and Final Design Plans, Specifications, Estimates and Schedules

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      Parsippany, NJ

   b. Weidlinger Associates, Inc.
      New York, NY

   c. Kinley Horn
      New York, NY

   d. Boswell Engineering
      South Hackensack, NJ

   e. T & M Associates
      Middletown, NJ

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

CITY OF HOBOKEN
Office of Corporation Counsel

DAWN ZIMMER
Mayor

MELLISSA LONGO
Corporation Counsel

MEMORANDUM

To:	Quentin Wiest		
cc:	Mellissa Longo	Juan Melli	John Morgan
	Stephen Marks	Al Dineros	
From:	Alysia M. Proko		
RE:	EVALUATION RESULTS FOR: "**RFQ-WASHINGTON STREET RESURFACING**"		
Date:	January 20, 2015		

Please be advised, on January 20, 2015 the evaluations for "**RFQ-WASHINGTON STREET RESURFACING**" were received in the Law Department, and thereafter finalized. The evaluation results were as follows:

1. Kimley Horn – Score: 261
2. T&M Associates – Score: 258
3. RBA – Score: 248
4. Weidlinger Associates – Score: 233
5. Boswell – Score: 203

The Administration is hereby authorized to review the above evaluation results and proceed to contract for the above services in accordance therewith. Thank you.

94 Washington Street, Hoboken, NJ 07030
(201) 420-2057 Fax (201)792-1858

COST PROPOSAL

Based on the RFP, we have a thorough understanding of the project's overall objectives. We believe our proposal provides an overview of our qualifications, our team, and our approach to this project. We believe our fees are commensurate with the level of work outlined in the RFP and are competitive within our industry. As always we strive to offer services in the most cost efficient manner possible. We welcome the opportunity to review our proposal and fee structure in keeping with the City's overall goals and objectives.

We understand that the City has budgeted $400,000 for soft costs, and we cut the scope as far as feasible in order to meet the goals of the City's RFP and also meet the grant requirements. Therefore, our fee is broken down by task and hours on the following page, but summarizes the lump sum costs on the chart below.

Our total fee for the project, inclusive of reimbursable expenses and consultant fees is **$817,658.00** dollars for the base bid and includes the **$47,562.00** for Add Alternate 7A and **$7,978.00** for Add Alternate7B.

TASK	DESCRIPTION	TOTAL HOURS	WATER MAIN REPLACEMENT	DRAINAGE IMPROVEMENTS	OTHER
1	Meet with Municipal Officials and Staff on a Monthly Basis	165	$14,320.00	$14,320.00	
2	Review of Concept Plan and Supporting Technical Memos	155	$11,872.50	$11,872.50	
3	Prepare a Professional Land Survey of the Entire Corridor	144 + Lump Sum Survey	$115,460.00		
4	Design New Traffic Signals for Each Signalized Intersection	1,088			$162,472.00
5	Plan and Design Stormwater Improvements	799		$129,670.00	
6	Prepare a Photometric Lighting Design Plans	204			$27,942.00
7	Prepare Preliminary Design Plans, Specifications, Estimates and Schedules	1,055	$77,857.50	$77,857.50	
7+A	Add Alternate A – New Water Main Design Plans, Specifications and Estimates	236	$47,562.00		
7+B	Add Alternate B – City Owned Conduit & Dark Fiber, Specifications and Estimates	54			$7,978.00
8	Prepare Permit and Grant Applications for Approval	44	$3,066.00	$3,066.00	
9	Prepare Final Design Plans, Specifications, Estimates and Schedules	705	$50,912.50	$50,912.50	
10	Prepare Bid Documents	35	$2,752.50	$2,752.50	
11	Facilitate Contractor Selection	34	$2,506.00	$2,506.00	
			$326,309.00	**$292,957.00**	**$198,392.00**
	TOTAL PROJECT COST WITH ALTERNATES			**$817,658.00**	

Any permit or review fees or police hours required will be paid by the City and are not included in our professional services fees.

Billing & Payment

Our services will be provided on a lump sum basis except as noted. An invoice for professional services completed will be presented. Hourly rates provided below are for additional services.

2015 SCHEDULE OF HOURLY RATES *(Effective January 1, 2015)*

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	$79.00
Field Staff Professional Entry Level	$94.00
Technical Staff Junior Professional Staff	$133.00
Professional Staff Senior Technical and Field Staff	$144.00
Senior Professional Staff Supervising Technical Staff	$154.00
Supervising Professional Staff	$168.00
Principal Division Manager Corporate Manager	$175.00

Billing Basis: Fixed Rate for Each Billing Title

Title M-2015

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.

9

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. TO PURCHASE AND INSTALL SURVEILLANCE EQUIPMENT IN ACCORDANCE WITH STATE CONTRACT M-7000/A83083, IN AN INCREASED AMOUNT NOT TO EXCEED $15,399.89

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for security surveillance products and installation; and,

WHEREAS, the Administration intends to continue to use Millennium Communications Group Inc., under their state contract M7000/A83083 for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#2) to the contract for Hoboken security surveillance (rv1jm5712/rv15712) supplies and installation to Millennium Communications Group Inc. for a total increase in the contract amount by Fifteen Thousand Three Hundred and Ninety-Nine Dollars and Eighty-Nine Cents (**$15,399.89**). of which the change order (#2) to the contract shall be for purchases and installation of Genetec Security Center Software and Pier C surveillance in accordance with the November 13, 2014 proposal of Millennium Communications Group Inc. (not attached due to security sensitive confidential information); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,399.89 is available in the following appropriation T-24-20-700-022 **in the CY2015 budget (trust account); 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 or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#2) to the contract with the below listed vendor is awarded for an increased amount not to exceed Fifteen Thousand Three Hundred and Ninety-Nine Dollars and Eighty-Nine Cents (**$15,399.89**) of which the contract shall be for additional purchases and installation in accordance with the November 13, 2014 proposals of Millennium Communication Group Inc., as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary 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 following information:

Millennium Communications Group Inc.
11 Melanie Lane
East Hanover, New Jersey 07936

MEETING: August 5, 2015

REVIEWED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
T-24-20-700-022 RESERVE O & M APPLIED BL C	Encumbrance	CFO CERT MEETING OF 08/005/2015	15,399.89	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	T-24	0.00	0.00	0.00	0.00	0.00	15,399.89
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,399.89

	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	15,399.89
Total:	1	15,399.89

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	15,399.89

Batch: GDS Updated Entries: 1 Updated Amount: 15,399.89 Ref Num: 3633

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #:_____

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

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

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

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

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

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

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

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Schedule A[1]

1. **Auction 1**: 1997 Ford Explorer VIN#: 1FMDU34X1VUB17791
   Min Bid: ($500.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

2. **Auction 2**: 1997 Ford Explorer VIN#: 1FMDU34X9VUC08436
   Min Bid: ($500.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

3. **Auction 3**: 2005 Ford Crown Vic VIN#: 2FAFP71W15X136637
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

4. **Auction 4:** 2005 Ford Crown Vic VIN#: 2FAFP1W25X136646
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

5. **Auction 5:** 1995 Chevy Suburban VIN#: 1GNGK26K4SJ397357
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

6. **Auction 6:** 1998 Ford Explorer VIN#: 1FMZU34E8WUB60790
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

7. **Auction 7:** 1999 Ford F-250 VIN#: 1FTNF21FOXEC57353
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

8. **Auction 8:** 1999 Mercury Sable VIN#: 1MEFM53S7XG658035
   Min Bid: ($500.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

9. **Auction 9:** 1999 Ford F-250 VIN#: 1FTNF21XEC51831
   Min Bid: ($200.00)
   Bid Start: (DATE AND TIME)
   Bid Stop: (DATE AND TIME)

---

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

11

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, INC. TO PURCHASE PORTABLE RADIOS AND ACCESSORIES FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT T0109/83909 IN THE TOTAL AMOUNT NOT TO EXCEED $97,179.00.

WHEREAS, the City of Hoboken requires portable radios and accessories for the Hoboken Police Department; and,

WHEREAS, the Administration intends to use Motorola Solutions, Inc., using their NJ state contract #T0109/83909, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to purchase portable radios and accessories for the Police Department to Motorola Solutions, Inc., for a not to exceed total contract amount of Ninety Seven Thousand One Hundred Seventy Nine Dollars ($97,179.00) for goods and services as described in the attached proposal from Motorola Solutions, Inc., dated May 15, 2015 and July 13, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $97,179.00 is available in the following appropriations:

$15,614.00 - G-02-41-100-J13 (2013 JAG Grant)
$16,924.00 - G-02-20-105-016 (2014 JAG Grant)
$17,669.20 – 5-01-25-241-021 (Police O/E)
$46,971.80 – C-04-60-~~175~~ 715-219 ($50K Bond ordinance approved July 8, 2015)

; and, this certification is subject to the termination of the estoppel period on the July 8, 2015 bond, scheduled for the close of business on August 6, 2015, passing with the institution of any petitions and/or complaints relating to passage of the bond ordinance, and this certification is withdrawn immediately if any petitions and/or complaints are filed regarding same on or before close of business on August 6, 2015; 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 for a not to exceed Ninety Seven Thousand One Hundred Seventy Nine Dollars ($97,179.00), for goods and services as described in the attached proposal from Motorola Solutions, Inc., dated May 15, 2015 and July 13, 2015; 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:

   Motorola Solutions, Inc.
   5 Paragon Drive
   Montvale, NJ 07645

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			

Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

AUG 0 5 2015

James J. Farrin

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
G-02-41-100-J13 2013 Byrne Justice Assistance (JAG)	Encumbrance	CFO CERT FOR MEETING 08/05/2015	15,614.00	1
G-02-20-105-016 BYRNE JUSTICE ASSISTANCE GRANT CY 2014	Encumbrance	CFO CERT FOR MEETING 08/05/2015	16,924.00	2
5-01-25-241-021 Office Supplies/POLICE OE	Encumbrance	CFO CERT FOR MEETING 08/05/2015	17,669.20	3
C-04-60-715-219 Z-361 Communications Equip-Police	Encumbrance	CFO CERT FOR MEETING 08/05/2015	46,971.80	4

WARNING: This account would have a negative balance: 5-01-25-241-021. Balance would be: 34,515.44-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	17,669.20
	C-04	0.00	0.00	0.00	0.00	0.00	46,971.80
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	32,538.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	97,179.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	4	97,179.00
Total:	4	97,179.00

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

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	4	97,179.00

Batch: GDS Updated Entries: 4 Updated Amount: 97,179.00 Ref Num: 3632

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 16, 2015

To: Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: Resolution to Award the Contract to purchase Mobile Radios and Accessories for the Police Department

The Police Department needs to replace old portable radios used by police officers.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract T0109/83909. The vendor will be:

Motorola Solutions, Inc.
5 Paragon Drive
Montvale, NJ 07645

Use the following account for certification of Funds:

Not to exceed: $97,179.00

$15,614.00 - G-02-41-100-J13 (2013 JAG Grant) #R5-02941
$16,924.00 - G-02-20-105-016 (2014 JAG Grant) #R5-02941
$17,669.20 – 5-01-25-241-021 (Police O/E)
$46,971.80 - $50K Bond ordinance approved July 8, 2015

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

T0109/83909

81,690.00
10,464.00
5,025.00
97,179.00

Hoboken Police Department
Hudson Street -One Police Plaza
Hoboken, New Jersey 07030
ATT: Sgt Bob Fulton
Office 201-420-5121
Cell 201-744-9838

July 13,2015

Dear Sgt Fulton,

As per our conversation below is NJ State Contract 83909 Pricing on Motorola's APX6000 Li portable radios you use for PD patrol.
These new radios have better audio qualtiy and specifications, are migratable via software to many features you may need in the future. The XTS1500 was at end of life as of October 2014.
These radios work in analog conventional operation & can be flash upgraded to digital when system goes digital.
Information is as follows and Total Price is highlighted in bold box:

STATE CONTRACT #83909 PRICE QUOTE
SC Line item #02 Commodity Code 726-88-085633

Item	Qty	Part Number	Description	Contract Unit Price	Contract Discount	Contract Discounted Unit Price	Contract Discounted Total Price
			APX6000Li Astro Digital/Analog Portable Radios TYPE 1.5 with top display				
1	40	H98UCD9PW5N	APX6000 Model 1.5 Single Band Top Display	$ 1,900.00	25.0%	$ 1,425.00	$ 57,000.00
			Includes one year factory Warranty from shipment				
1a	40	QA02829	ADD: Analog Conventional Operation	$ 400.00	25.0%	$ 300.00	$ 12,000.00
1b	40	H122	700/800MHz stub antenna	$ 24.00	25.0%	$ 18.00	$ 720.00
1c	40	H885BK	Added two years of mail in depot warranty	$ 84.00	0.0%	$ 84.00	$ 3,360.00
2	40	PMLN5657A	Leather Swival Carry Case, T strap, 2.75 Belt loop	$ 65.00	25.0%	$ 48.75	$ 1,950.00
3	40	PMMN4065A	Noise Cancelling Remote Spkr Microphone with vol	$ 97.00	25.0%	$ 72.75	$ 2,910.00
4	40	WPLN7080	IMPRESS Single Unit Chargers	$ 125.00	25.0%	$ 93.75	$ 3,750.00
5	0	NNTN7073B	IMPRESS Six Unit Charger with Display	$ 1,350.00	25.0%	$ 1,012.50	$ -
6	0	PMNN4403	SPARE protable batteries	$ 125.00	40.0%	$ 75.00	$ -
7	40	Programming	Programming of Portable at ESS on site	inc	0.0%	inc	inc
						TOTAL:	**$ 81,690.00**

State Contract #83909 Terms and Pricing Terms Net 30 Days from shipment
Delivery: Approx. 1- 2 weeks from receipt of a hard copy purchase order.
Quotation by: Thomas Schmidt Account Manager
If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.

Very Truly Yours,
Thomas Schmidt

Thomas Schmidt Motorola Senior Account Manager
Motorola Solutions
5 Paragon Drive
Montvale , New Jersey 07645
(wk) 201- 949-5513 fax 201-949-5799

Hoboken Police Department
106 Hudson Street -One Police Plaza
Hoboken, New Jersey 07030
Att: Lt. Wehrhahn 201-420-2116

May 22,2015

Dear Lt. Wehrhahn,

As per our discussion below is NJ State Contract 83909 Pricing on Motorola's APX6500LI analog operation/digital/trunked upgradeable mobile radios. Qty 2 in the remote mount two piece version and qty 2 in the dash mount one piece version.
Installation and programming by ESS at cust location and includes one year factory warranty.

NJ State Contract 83909 Line Item 00003 Commodity Code 726-88-085633
Detailed State Contract Pricing is as follows:

BidItm	Item Num	Qty	Nomenclature	Description	Contract Unit List Price	Contract Discount	Contract Unit Disc Price	Contract Total Price
				APX6500LI Astro Digital Capable/Analog REMOTE MOUNT TWO PIECE Mobile Radios FOR SUV's				
APX6500LI	1	2	M25URS9PW1N	APX6500 MOBILE 10-35 WATT, 764-870	$1,899.00	25.0%	$1,424.25	$2,848.50
				Includes one year factory Warranty from shipment				$0.00
APX6500LI	1a	2	QA02829	ENH: SOFTWARE ANALOG OPERATION ASTRO UPGRADEABLE	$400.00	25.0%	$300.00	$600.00
APX6500LI	1b	2	G442	ADD: APX O5 CONTROL HEAD	$432.00	25.0%	$324.00	$648.00
APX6500LI	1c	2	G444	ADD: APX6500 O5 CONTROL HEAD SOFTWARE	$0.00	25.0%	$0.00	$0.00

APX6500LI	1d	2	G67	ADD: REMOTE MOUNT TWO PIECE RADIO CONFIGURATION	$297.00	25.0%	$222.75	$445.50
APX6500LI	1e	2	G335	ADD: ANTENNA 1/4 WAVE	$14.00	25.0%	$10.50	$21.00
APX6500LI	1f	2	W22	ADD: STANDARD PALM MICROPHONE	$72.00	25.0%	$54.00	$108.00
APX6500LI	1g	2	B18	ADD: AUXILIARY SPEAKER 7.5 WATT	$60.00	25.0%	$45.00	$90.00
APX6500LI	2	2	Install/Program	Install and Programming at ESS in Nutley	$325.00	0.0%	$325.00	$650.00
				STATE CONTRACT 83909 QUOTE FOR 2 REMOTE MOUNT MOBILES :				**$5,411.00**

APX6500LI Astro Digital Capable/Analog DASH MOUNT ONE PIECE Mobile Radios
FOR regular Sedans

APX6500LI	1	2	M25URS9PW1N	APX6500 MOBILE 10-35 WATT, 764-870	$1,899.00	25.0%	$1,424.25	$2,848.50
				Includes one year factory Warranty from shipment				$0.00
APX6500LI	1a	2	QA02829	ENH: SOFTWARE ANALOG OPERATION ASTRO UPGRADEABLE	$400.00	25.0%	$300.00	$600.00
APX6500LI	1b	2	G442	ADD: APX O5 CONTROL HEAD	$432.00	25.0%	$324.00	$648.00
APX6500LI	1c	2	G444	ADD: APX6500 O5 CONTROL HEAD SOFTWARE	$0.00	25.0%	$0.00	$0.00
APX6500LI	1d	2	G66	ADD: DASH MOUNT ONE PIECE RADIO CONFIGURATION	$125.00	25.0%	$93.75	$187.50
APX6500LI	1e	2	G335	ADD: ANTENNA 1/4 WAVE	$14.00	25.0%	$10.50	$21.00
APX6500LI	1f	2	W22	ADD: STANDARD PALM MICROPHONE	$72.00	25.0%	$54.00	$108.00
APX6500LI	1g	2	B18	ADD: AUXILIARY SPEAKER 7.5 WATT	$60.00	25.0%	$45.00	$90.00
APX6500LI	2	2	Install/Program	Install and Programming at ESS in Nutley	$275.00	0.0%	$275.00	$550.00
				STATE CONTRACT 83909 QUOTE FOR 2 DASH MOUNT MOBILES :				**$5,053.00**

New Jersey State Contract Proposal Total:	**$10,464.00**

State Contract 83909 Terms and Pricing
Delivery: Approx 2 weeks from receipt of a hard copy purchase order.
Terms: Net 30 days
Quotation by: Thomas Schmidt Account Manager
If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.

Very Truly Yours,
Thomas Schmidt

Thomas Schmidt Motorola Senior Account Manager
Motorola Solutions
5 Paragon Drive
Montvale, New Jersey 07645

Hoboken Police Department
Hudson Street -One Police Plaza
Hoboken, New Jersey 07030
ATT: Sgt Bob Fulton
Office 201-420-5121
Cell 201-744-9838

July 13,2015

Dear Sgt Fulton,

As per our conversation below is NJ State Contract 83909 Pricing on Motorola's APX6000 Li portable radios you use for PD patrol.
These new radios have better audio qualtiy and specifications, are migratable via software to many features you may need in the future. The XTS1500 was at end of life as of October 2014.
These radios work in analog conventional operation & can be flash upgraded to digital when system goes digital.
Information is as follows and Total Price is highlighted in bold box:

STATE CONTRACT #83909 PRICE QUOTE
SC Line item #02 Commodity Code 726-88-085633

Item	Qty	Part Number	Description	Contract Unit Price	Contract Discount	Contract Discounted Unit Price	Contract Discounted Total Price
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1	40	H98UCD9PW5N	APX6000 Model 1.5 Single Band Top Display	$ 1,900.00	25.0%	$ 1,425.00	$ 57,000.00
			Includes one year factory Warranty from shipment				
1a	40	QA02829	ADD: Analog Conventional Operation	$ 400.00	25.0%	$ 300.00	$ 12,000.00
1b	40	H122	700/800MHz stub antenna	$ 24.00	25.0%	$ 18.00	$ 720.00
1c	40	H885BK	Added two years of mail in depot warranty	$ 84.00	0.0%	$ 84.00	$ 3,360.00
2	40	PMLN5657A	Leather Swival Carry Case, T strap, 2.75 Belt loop	$ 65.00	25.0%	$ 48.75	$ 1,950.00
3	40	PMMN4065A	Noise Cancelling Remote Spkr Microphone with vol	$ 97.00	25.0%	$ 72.75	$ 2,910.00
4	40	WPLN7080	IMPRESS Single Unit Chargers	$ 125.00	25.0%	$ 93.75	$ 3,750.00
5	0	NNTN7073B	IMPRESS Six Unit Charger with Display	$ 1,350.00	25.0%	$ 1,012.50	$ -
6	0	PMNN4403	SPARE protable batteries	$ 125.00	40.0%	$ 75.00	$ -
7	40	Programming	Programming of Portable at ESS on site	inc	0.0%	inc	inc
						TOTAL:	**$ 81,690.00**

State Contract #83909 Terms and Pricing Terms Net 30 Days from shipment
Delivery: Approx. 1- 2 weeks from receipt of a hard copy purchase order.
Quotation by: Thomas Schmidt Account Manager
If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.

Very Truly Yours,
Thomas Schmidt

Thomas Schmidt Motorola Senior Account Manager
Motorola Solutions
5 Paragon Drive
Montvale , New Jersey 07645
(wk) 201- 949-5513 fax 201-949-5799

Hoboken Police Department
Hudson Street -One Police Plaza
Hoboken, New Jersey 07030
ATT: Sgt Bob Fulton
Office 201-420-5121 / Cell 201-744-9838

July 13,2015

Dear Sgt Fulton,

As per our conversation below is NJ State Contract 83909 Pricing on Motorola's APX6000 Li portable SPARE BATTERIES and 1 SIX UNIT CHARGER.
Information is as follows and Total Price is highlighted in bold box:

STATE CONTRACT #83909 PRICE QUOTE
SC Line item #02 Commodity Code 726-88-085633

Item	Qty	Part Number	Description	Contract Unit Price	Contract Discount	Contract Discounted Unit Price	Contract Discounted Total Price
1	2	NNTN7073B	IMPRESS Six Unit Charger with Display	$ 1,350.00	25.0%	$ 1,012.50	$ 2,025.00
2	40	PMNN4403	SPARE protable batteries	$ 125.00	40.0%	$ 75.00	$ 3,000.00
						TOTAL:	**$ 5,025.00**

State Contract #83909 - Terms and Pricing Terms Net 30 Days from shipment
Delivery: Approx. 1- 2 weeks from receipt of a hard copy purchase order.
Quotation by: Thomas Schmidt Account Manager
If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.

Very Truly Yours,

Thomas Schmidt, Sr. Account Manager
Motorola Solutions
5 Paragon Drive
Montvale , New Jersey 07645
(wk) 201- 949-5513 fax 201-949-5799

12

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE THE ATTACHED AGREEMENT WITH THE COUNTY OF HUDSON REGARDING THE 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City and the County of Hudson have negotiated an Agreement relating to the financial utilization of the 2015 JAG Award funds for the City in the amount of $15926.00, which is ***attached hereto***; and,

WHEREAS, there is a City match associated with this Grant, in the amount of One Thousand Four Hundred Ninety Eight Dollars ($1,498.00);

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $1,498.00 is available in the following appropriation account: 5-01-46-892-001 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2015 budget.**

Signed: _____ George DeStefano, CFO

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

A. This resolution approves the attached Agreement between the County of Hudson and the City relating to the City's utilization of the 2015 JAG funding, in the amount of $15926.00, as ***attached hereto***;

B. This resolution authorizes the City to match the 2015 JAG funding in the amount of $1,498.00;

C. Any utilization of funding by the City shall be further restricted by the Application and Award documents, ***attached hereto as a supplement to the Agreement***;

D. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;

E. This resolution shall take effect immediately upon passage.

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				

Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

James J. Farrin

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-46-892-001 MATCHING FUNDS FOR GRANTS	Encumbrance	CFO CERT FOR MEETING 08/05/2015	1,498.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	1,498.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	1,498.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	1,498.00
Total:	1	1,498.00

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	1,498.00

Batch: GDS Updated Entries: 1 Updated Amount: 1,498.00 Ref Num: 3635

GMS APPLICATION NUMBER 2015-H3997-NJ-DJ

CONTRACT NO._____

THE STATE OF NEW JERSEY KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF HOBOKEN, NJ AND COUNTY OF HUDSON, NEW JERSEY

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2015 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Hoboken, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY $ 0.00 from the JAG award for the 2015 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of $_____0.00_____ of JAG funds.

Section 2.

COUNTY agrees to use $15,926.00 for the JAG Program until September 30, 2018.

GMS APPLICATION NUMBER 2015-H3997-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF HOBOKEN, NJ	COUNTY OF HUDSON, NEW JERSEY
_____	_____
Mayor - Hoboken	Deputy County Administrator
ATTEST:	ATTEST:
_____	_____
Municipal Clerk	Clerk, Board of Chosen Freeholders
_____	_____
Municipal Attorney	Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO LAWMEN SUPPLY CO. TO PURCHASE BODY ARMOR FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT T0109/83909 IN THE TOTAL AMOUNT NOT TO EXCEED $31,422.80.

WHEREAS, the City of Hoboken requires body armor for the Police Department; and,

WHEREAS, the Administration intends to use Lawmen Supply Co., using their NJ state contract #T0106/81351, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to purchase body armor for the Police Department to Lawmen Supply Co. for a total contract amount, not to exceed, Thirty One Thousand Four Hundred Twenty Two and Eighty Cents ($31,422.80), for goods and services as described in the attached proposal from Lawmen Supply, Inc. dated July 28, 2015 and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available in the following appropriations:

$15,341.44: G - 02-41-200-BA3
$15,389.59: G - 02-25-114-022
$691.77: 5-01-25-241-044

; 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 Thirty One Thousand Four Hundred Twenty Two Dollars and Eighty Cents ($31,422.80), for goods and services as described in the attached proposal from Lawmen Supply, Inc., dated July 28, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the underlying NJ State Contract, 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 to the order, 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:

Lawmen Supply Co.
7115 Airport Highway
Pennsauken, NJ 08109

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
G-02-41-200-BA3 2013 Body Armor Grant (Chapter 159)	Encumbrance	CFO CERT FOR MEETING 08/05/2015	15,341.44	1
G-02-25-114-022 BODY ARMOR CY 2014	Encumbrance	CFO CERT FOR MEETING 08/05/2015	15,389.59	2
5-01-25-241-044 Equipment & Supplies Other-Police	Encumbrance	CFO CERT FOR MEETING 08/05/2015	691.77	3

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	691.77
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	30,731.03
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	31,422.80

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	3	31,422.80
Total:	3	31,422.80

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:	3	31,422.80

Batch: GDS Updated Entries: 3 Updated Amount: 31,422.80 Ref Num: 3642

LAWMEN - New Jersey
Lawmen Supply Co.
7115 Airport Highway
Pennsauken, NJ 08109

Telephone.....: 856-488-4499
Fax.....: 800-436-6019

LAWMEN SUPPLY COMPANY
A MUNICIPAL EMERGENCY SERVICES COMPANY

Ship To:
Hoboken City
94 Washington Street
Hoboken, NJ 07030

Contact: Robert Fulton
Phone:

Bill To:
Hoboken City
94 Washington Street
Hoboken, NJ 07030

Quotation

Number.....: QT_00326008-6
Date.....: 7/28/2015
Page.....: 1 of 1
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....: jdurie
Quotation deadline.....: 8/30/2015
Payment.....: Net 30
Sales Rep.....: jdurie
Terms of delivery.....: Supplier Pays Freight

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
POINT BLANK - HI-LITE	Hi-Lite AXII With 2 Carriers			34.00	EA	843.20	28,668.80
POINT BLANK - Accesso	5x8 Speed Plate for Special Threat Protection			34.00	EA	81.00	2,754.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.
Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Notes:
NJ State Contract A81351

Sales balance	Total discount	S&H	Sales tax	Total
31,422.80	0.00	0.00	0.00	31,422.80 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 16, 2015

To: Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: Resolution to Award the Contract to purchase Body Armor for the Police Department

The Police Department needs to replace old body armor used by police officers.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract T0109/83909. The vendor will be:

Lawmen Supply Co.
7115 Airport Highway
Pennsauken, NJ 08109

Certification of funds are available from the following:

$15,341.44 – G - 02-41-200-BA3
$15,389.59 – G – 02-25-114-022
$691.77 – 5-01-25-241-044

Total contract: Not to exceed $31,422.80

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

14

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT OF THE PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON AS SPECIAL LEGAL COUNSEL- OUTSTANDING LITIGATION (FROM CY2014) TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2015 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $100,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $225,000.00

WHEREAS, service to the City as Special Counsel–Outstanding 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, in accordance with the Fair and Open Process, previously contracted for litigation counsel with Maraziti Falcon, and thereafter amended the contract to extend it through CY2015; 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 $100,000.00 is available in the following appropriation 5-01-20-156-020 in 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, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Maraziti Falcon to represent the City as Special Legal Counsel-Outstanding Litigation CY2014, for a term to expire December 31, 2015, shall be amended to increase the not to exceed amount of $100,000.00, for a total not to exceed amount of $225,000.00 (there is $1,185.90 remaining appropriated from the original NTE amount of $125,000.00 as of 7/28/2015); 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, $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 outstanding litigation only, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: August 5, 2015

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO CERT FOR MEETING OF 08/05/2015	100,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	100,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	100,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	100,000.00
Total:	1	100,000.00

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	100,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 100,000.00 Ref Num: 3636

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE 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 AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $100,000.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $150,000.00

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 $100,000.00 is available in the following appropriation 5-01-20-156-020 **in 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with **Maraziti Falcon** to represent the City as Special Legal Counsel- Redevelopment Litigation for CY 2015 be amended, for a term to commence January 1, 2015 and expire December 31, 2015, for an increase in the not to exceed amount by $100,000.00, for a total not to exceed amount of One Hundred Fifty Thousand Dollars ($150,000.00) (there is $2,768.74 remaining appropriated from the original NTE amount of $50,000.00 as of 7/27/2015); 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: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO CERT FOR MEETING 08/05/2015	100,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	100,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	100,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	100,000.00
Total:	1	100,000.00

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	100,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 100,000.00 Ref Num: 3637

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INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO THE CONTRACT OF SCAFAR CONSTRUCTION INC. FOR THE SINATRA PARK CONSTRUCTION PROJECT AS CHANGE ORDER NUMBER 1 (FINAL) IN A DECREASE AMOUNT OF $510,323.13 (5.3% REDUCTION) FOR A NEW (FINAL) NOT TO EXCEED TOTAL AMOUNT OF $9,128,463.12

WHEREAS, the City of Hoboken requires a close out under the contract for the termination of the Sinatra Park construction project; and,

WHEREAS, the Administration used Scafar Construction Inc. 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 Sinatra Park Construction Project for Scafar Construction Inc. for a decrease in the contract amount by $510,323.13, for a new and final total not to exceed amount of $9,128,463.12 for work in accordance with the Boswell Engineering Change Order/Final Request, dated July 14, 2015; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1/FINAL) to the contract for the Sinatra Park Construction Project to Scafar Construction Inc. for a decrease in the contract amount by $510,323.13, for a new and final total not to exceed amount of $9,128,463.12 for work in accordance with the Boswell Engineering Change Order/Final Request, dated July 14, 2015, be, and hereby is, approved; and,

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 contract, 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: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

AUG 0 5 2015

CITY CLERK

City of Hoboken
Division of Purchasing
94 Washington St.; Hoboken, NJ 07030
Vendor Payment Voucher

Please read instructions and return
completed forms to the above address

Vendor Name	Vendor Number	Purchase Order Num (1)	Account Number.	
SCAFAR CONTRACTING, INC.	10325	12-03376	C-04-60-709-210	
Description/Comments (If applicable)		Invoice Date	Invoice Number (3)	Amount
		7/1/15	21 & Final	601,169.27
Notes and Instructions				
(1) Only one purchase order per Payment Voucher				
(2) Claimant must sign certification below				
(3) Only Payment Vouchers with supporting invoices/credit memos will be processed				
			Total Invoices	
CLAIMANT CERTIFICATION AND DECLARATION:		Credit Memo Date	Credit Number (3)	Amount
I do solemnly delcare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. I have read and understand all conditions of the Purchase Order referenced above.				
			Total Credits	8,459,793.85
Signature: X		Net Amount Due		601,169.27
Title: X				
Date:				

Below Section for Internal Use.

I HEREBY CERTIFY that the goods and/or services for which payment is claimed on the attached invoice(s), as referenced above, have been received as ordered and I hereby authorize payment.

Signature of Dept. Head or Authorized Employee | Printed Name | Date

Reviewed and Processed by: Initials
Date

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

July 14, 2015

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

Re: Bid No. 12-08 Castle Point and Sinatra Park Waterfront Walkway Reconstruction
City of Hoboken
Hudson County, New Jersey
Our File No. HO-420I

Dear Administrator Wiest:

Enclosed please find Engineer's Estimate Certificate No. 21 and Final in the amount of $601,169.27. In addition, please find Change Order No. 1 and final, representing a credit in the amount of $510,323.13. The credit change order reduces the original contract resulting in an amended final contract amount of $9,128,463.12.

Boswell McClave Engineering takes no exception to the payment of $601,169.27 for work completed to date as outlined in Estimate No. 21 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

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

JAP/s
Enclosures

cc: Project File

150714JAP11-EC21Final

330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Castle Point and Sinatra Park Waterfront Walkway Reconstruction

CITY OF HOBOKEN

HUDSON County, New Jersey

Our File No. HO-420I

Estimate Number: 21 and Final

Period Ending: 07/1/2015

Contractor: Scafar Contracting
225 Pacific Street
Newark, NJ 07114

Original Contract Amount:	$9,638,786.25	Total Amount Estimated:	$9,128,463.12
Less Reductions:	$510,323.13	Less 2% Retainage:	$0.00
Plus Increases:		Total Net Amount Estimated:	$9,128,463.12
Amended Contract Amount:	$9,128,463.12	Less Amount Previously Paid:	$8,459,793.85
Contract Starting Date:		Gross Amount Due:	$668,669.27
Actual Starting Date:		Previously Incurred Liquidated Damages:	$67,500.00
Contract Completion Date:			
Extensions:		Net Amount Due:	$601,169.27

Amended Completion Date:
Time Used:
Percent Complete: 95%

Estimated By: JAP
Approved By: JAP

FOR USE BY CITY OF HOBOKEN

Verified by: _____ (Business Administrator)

Joseph A Pomante (Project Engineer)

Audited by: _____ (Chief Financial Officer)

330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Castle Point and Sinatra Park Waterfront Walkway Reconstruction

CITY OF HOBOKEN

HUDSON County, New Jersey

Our File No. HO-420I

Estimate Number: 21 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	Performance and Payment Bond	L.S.	$ 75,000.00	1		1.00	0.00	1.00	$75,000.00	$0.00
2	Mobilization	L.S.	$ 407,000.00	1		1.00	0.00	1.00	$407,000.00	$0.00
3	Field Office Type C Setup	UNIT	$ 38,809.00	1		1.00	0.00	1.00	$38,809.00	$0.00
4	Field Office Type C Maintenance	Month	$ 2,329.00	12		12.00	0.00	12.00	$27,948.00	$0.00
5	Soil Erosion and Sediment Control Measures	L.S.	$ 32,347.00	1		1.00	0.00	1.00	$32,347.00	$0.00
6	Maintenance and Protection of Traffic	L.S.	$ 14,119.00	1		1.00	0.00	1.00	$14,119.00	$0.00
7	Allowance for Police Traffic Directors	Allow	$ 10,000.00	1		1.00	0.00	1.00	$10,000.00	$0.00
8	Clearing Site (Castle Point)	L.S.	$ 88,690.00	1		1.00	0.00	1.00	$88,690.00	$0.00
9	Clearing Site (Sinatra Field)	L.S.	$ 106,017.00	1		1.00	0.00	1.00	$106,017.00	$0.00
10	Clearing Site, Structure (Timber Deck, Castle Point)	L.S.	$ 9,631.00	1		1.00	0.00	1.00	$9,631.00	$0.00
11	Clearing Site, Structure (Timber Deck, Sinatra Park)	L.S.	$ 28,522.00	1		1.00	0.00	1.00	$28,522.00	$0.00
12	Clearing Site, Structure (Seawall)	L.S.	$ 180,883.00	1		1.00	0.00	1.00	$180,883.00	$0.00
13	Clearing Site, Structure (Collapsed Seawall)	L.S.	$ 78,954.00	1		1.00	0.00	1.00	$78,954.00	$0.00
14	Clearing Site, Structure (Remove Piles to Mud Line)	UNIT	$ 10.50	2,200		2,200.00	0.00	2,200.00	$23,100.00	$0.00
15	Clearing Site, Structure (Extract Piles)	UNIT	$ 676.00	45		32.00	0.00	32.00	$21,632.00	$0.00
16	Excavation, Unclassified	C.Y.	$ 32.00	4,150		4,150.00	0.00	4,150.00	$132,800.00	$0.00
17	Excavation, Regulated Materials	C.Y.	$ 25.50	10,500		10,500.00	0.00	10,500.00	$267,750.00	$0.00
18	Disposal of Regulated Materials, Soil	Allow	$ 1,134,000.00	1		0.716925	0.185810	0.902735	$1,023,701.57	$210,709.00
19	Disposal of Regulated Materials, Timber	Allow	$ 250,000.00	1		0.875651	0.033564	0.909215	$227,303.75	$8,391.00
20	I-14 Soil Aggregate	C.Y.	$ 30.50	3,200		3,200.00	0.00	3,200.00	$97,600.00	$0.00
21	Lightweight Aggregate Fill	C.Y.	$ 251.00	400		400.00	0.00	400.00	$100,400.00	$0.00
22	Temporary Cofferdam	L.S.	$ 657,742.00	1		1.00	0.00	1.00	$657,742.00	$0.00
23	Furnishing Equipment for Driving Piles	L.S.	$ 86,490.00	1		1.00	0.00	1.00	$86,490.00	$0.00
24	Test Piles, Driven, 10" Diameter	L.F.	$ 93.00	246		246.00	0.00	246.00	$22,878.00	$0.00
25	Test Piles, Driven, 18" Diameter	L.F.	$ 94.50	300		300.00	0.00	300.00	$28,350.00	$0.00
26	Dynamic Pile Load Test	UNIT	$ 3,437.00	6		6.00	0.00	6.00	$20,622.00	$0.00
27	Cast-In-Place Concrete Pile, Driven, 10" Diameter	L.F.	$ 56.00	3,375		3,281.00	0.00	3,281.00	$183,736.00	$0.00
28	Cast-In-Place Concrete Pile, Furnished, 18" Diameter	L.F.	$ 106.00	3,540		3,163.24	0.00	3,163.24	$335,303.79	$0.00
29	Cast-In-Place Concrete Pile, Driven, 18" Diameter	L.F.	$ 104.00	9,300		8,358.91	0.00	8,358.91	$869,326.14	$0.00

330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Castle Point and Sinatra Park Waterfront Walkway Reconstruction

CITY OF HOBOKEN

HUDSON County, New Jersey

Our File No. HO-420I

Estimate Number: 21 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
30	Reinforcement Steel, Epoxy Coated	LBS.	$ 1.85	87,000		87,000.00	0.00	87,000.00	$160,950.00	$0.00
31	Concrete Pile Cap	C.Y.	$ 711.00	390		390.00	0.00	390.00	$277,290.00	$0.00
32	Concrete Sheet Pile Cap	C.Y.	$ 1,732.00	50		50.00	0.00	50.00	$86,600.00	$0.00
33	Concrete Deck	C.Y.	$ 1,336.00	65		40.00	25.00	65.00	$86,840.00	$33,400.00
34	Concrete Sea Wall	C.Y.	$ 1,151.00	115		115.00	0.00	115.00	$132,365.00	$0.00
35	Concrete Sports Light Footing	UNIT	$ 26,442.00	2		2.00	0.00	2.00	$52,884.00	$0.00
36	Precast Concrete Slab Beam, 4' Wide	L.F.	$ 190.00	5,258		5,258.00	0.00	5,258.00	$999,020.00	$0.00
37	Precast Concrete Slab Beam, 5' Wide	L.F.	$ 227.00	979		976.00	0.00	976.00	$221,552.00	$0.00
38	Installation Architectural Railing	L.F.	$ 26.50	660		660.00	0.00	660.00	$17,490.00	$0.00
39	Fabricate Architectural Railing	L.F.	$ 338.00	280		280.00	0.00	280.00	$94,640.00	$0.00
40	Aluminum Handrails	L.F.	$ 216.00	90		90.00	0.00	90.00	$19,440.00	$0.00
41	Steel Sheet Piling	S.F.	$ 43.00	14,900		12,712.50	13.60	12,726.10	$547,222.50	$585.00
42	Steel Sheet Piling Penetration	UNIT	$ 14,669.00	2		2.00	0.00	2.00	$29,338.00	$0.00
43	Retaining Wall, Cast-In-Place, Location No. 1	S.F.	$ 18.00	2,300		2,070.00	0.00	2,070.00	$37,260.00	$0.00
44	Retaining Wall, Cast-In-Place, Location No. 2	S.F.	$ 37.50	1,200		1,163.25	0.00	1,163.25	$43,621.88	$0.00
45	Retaining Wall, Cast-In-Place, Location No. 3	S.F.	$ 26.00	200		164.00	0.00	164.00	$4,264.00	$0.00
46	Retaining Wall, Cast-In-Place, Location No. 4	S.F.	$ 156.00	70		70.00	0.00	70.00	$10,920.00	$0.00
47	Pressure Injection, Concrete Cracks	L.F.	$ 88.50	150		0.00	0.00	0.00	$0.00	$0.00
48	Concrete Repairs, Type 1	S.F.	$ 249.00	160		27.83	0.00	27.83	$6,929.02	$0.00
49	Concrete Repairs, Type 2	S.F.	$ 277.00	130		55.00	50.54	105.54	$29,235.00	$14,000.00
50	Drill and Grout Reinforcing Steel	UNIT	$ 34.00	140		140.00	0.00	140.00	$4,760.00	$0.00
51	Pile Restoration System	L.F.	$ 264.00	60		60.00	0.00	60.00	$15,840.00	$0.00
52	Clean and Paint Architectural Railing	L.F.	$ 338.00	480		480.00	0.00	480.00	$162,240.00	$0.00
53	Walkway Installation	L.S.	$ 30,164.00	1		1.00	0.00	1.00	$30,164.00	$0.00
54	Concrete Sidewalk, 4" Thick	S.Y.	$ 167.00	50		0.00	0.00	0.00	$0.00	$0.00
55	Concrete Ramp, 4" Thick	S.Y.	$ 471.00	11		11.00	0.00	11.00	$5,181.00	$0.00
56	Amphitheater Seating and Steps	L.F.	$ 233.00	40		40.00	0.00	40.00	$9,320.00	$0.00
57	Synthetic Turf Footing	L.F.	$ 34.00	475		475.00	0.00	475.00	$16,150.00	$0.00
58	Finishing Stone	C.Y.	$ 49.00	375		375.00	0.00	375.00	$18,375.00	$0.00
59	3/4" Clean Stone	C.Y.	$ 51.50	2,700		2,159.42	0.00	2,159.42	$111,210.23	$0.00
60	4" High Density Polyethylene Pipe	L.F.	$ 9.25	4,200		0.00	0.00	0.00	$0.00	$0.00
61	6" High Density Polyethylene Pipe	L.F.	$ 14.50	1,000		0.00	1,000.00	1,000.00	$14,500.00	$14,500.00
62	12" High Density Polyethylene Pipe	L.F.	$ 19.00	1,000		0.00	1,000.00	1,000.00	$19,000.00	$19,000.00
63	Synthetic Turf	S.F.	$ 5.00	57,000		56,743.00	0.00	56,743.00	$283,715.00	$0.00
64	Chain-Link Fence, PVC-Coated Steel, 4' High	L.F.	$ 36.50	475		475.00	0.00	475.00	$17,337.50	$0.00
65	Decorative Light	UNIT	$ 3,881.00	3		0.00	0.00	0.00	$0.00	$0.00

330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Castle Point and Sinatra Park Waterfront Walkway Reconstruction

CITY OF HOBOKEN

HUDSON County, New Jersey

Our File No. HO-420I

Estimate Number: 21 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
66	Reset Existing Decorative Light	UNIT	$ 554.00	13		0.00	0.00	0.00	$0.00	$0.00
67	Decorative Light Foundation	UNIT	$ 1,230.00	16		16.00	0.00	16.00	$19,680.00	$0.00
68	2" PVC Condult	L.F.	$ 9.55	965		965.00	0.00	965.00	$9,215.75	$0.00
69	#4 AWG Wire	L.F.	$ 1.65	2,340		0.00	2,340.00	2,340.00	$3,861.00	$3,861.00
70	Junction Box	UNIT	$ 2,218.00	5		2.00	3.00	5.00	$11,090.00	$6,654.00
71	#2 AWG Wire	L.F.	$ 5.00	1,780		0.00	1,780.00	1,780.00	$8,900.00	$8,900.00
72	Osprey Nest Platform	L.S.	$ 9,695.00	1		1.00	0.00	1.00	$9,695.00	$0.00
73	Trash Receptacle	UNIT	$ 1,131.00	10		0.00	0.00	0.00	$0.00	$0.00
74	Reset Existing Concrete Paver Sidewalk	S.F.	$ 8.30	14,100		14,100.00	0.00	14,100.00	$117,030.00	$0.00
75	Concrete Paver Sidewalk	S.F.	$ 24.00	1,650		1,650.00	0.00	1,650.00	$39,600.00	$0.00
76	Reset Existing Bench	UNIT	$ 498.00	27		0.00	0.00	0.00	$0.00	$0.00
77	Site Bench	UNIT	$ 1,779.00	6	33	33.00	0.00	33.00	$58,707.00	$0.00
78	Sports Netting	L.F.	$ 113.00	475		475.00	0.00	475.00	$53,675.00	$0.00
79	Reset Existing Bollard Light	UNIT	$ 444.00	3		3.00	0.00	3.00	$1,332.00	$0.00
80	Reset Existing Sports Light	UNIT	$ 5,322.00	2		2.00	0.00	2.00	$10,644.00	$0.00
81	American Sycamore	UNIT	$ 970.00	17		17.00	0.00	17.00	$16,490.00	$0.00
82	Endless Summer Hydrangea	UNIT	$ 72.00	35		35.00	0.00	35.00	$2,520.00	$0.00
83	Autumn Gold Ginkgo	UNIT	$ 887.00	3		3.00	0.00	3.00	$2,661.00	$0.00
84	Field Identify Tree	UNIT	$ 1,053.00	1		1.00	0.00	1.00	$1,053.00	$0.00
								TOTAL	$9,128,463.12	$320,000.00

Change Order No. 1 and Final
Date 7/1/2015
Job No.

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING

330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

Scafar Contracting, Inc — CONTRACTOR

225 Pacific Street, Newark, NJ 07114 — ADDRESS

Castle Point and Sinatra Park Waterfront — PROJECT & JOB NUMBER

City of Hoboken, Hudson County, NJ — OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Reflect on As-Builts

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
15	Clearing Site, Structure (Extract Piles)	Unit	-13	$676.00	-$8,788.00
18	Disposal of Regulated Materials, Soils	Allow	-0.10	$1,134,000.00	-$110,298.43
19	Disposal of Regulated Materials, Timber	Allow	-0.09	$250,000.00	-$22,696.25
27	Cast-In-Place Concrete Pile, Driven 10" Dia	L.F.	-94	$56.00	-$5,264.00
28	Cast-In-Place Conc. Pile, Furnished 18"	L.F.	-376.76	$106.00	-$39,936.21
29	Cast-In-Place Concrete Pile, Driven 18" Dia	L.F.	-941.09481	$104.00	-$97,873.86
37	Precast Concrete Slab Beam, 5' Wide	L.F.	-3	$227.00	-$681.00
41	Steel Sheet Piling	S.F.	-2173.8954	$43.00	-$93,477.50
43	Retaining Wall, Cast-In-Place, Location No.	S.F.	-230	$18.00	-$4,140.00
44	Retaining Wall, Cast-In-Place, Location No.	S.F.	-36.75	$37.50	-$1,378.13
45	Retaining Wall, Cast-In-Place, Location No.	S.F.	-36	$26.00	-$936.00
47	Pressure Injection, Concrete Cracks	L.F.	-150	$88.50	-$13,275.00
48	Concrete Repairs, Type 1	S.F.	-132.17261	$249.00	-$32,910.98
49	Concrete Repairs, Type 2	S.F.	-24.458484	$277.00	-$6,775.00
54	Concrete Sidewalk, 4" Thick	S.Y.	-50	$167.00	-$8,350.00
59	3/4" Clean Stone	C.Y.	-540.57814	$51.50	-$27,839.77
60	4" H.D.P.E.	L.F.	-4200	$9.25	-$38,850.00
63	Synthetic Turf	S.F.	-257	$5.00	-$1,285.00
65	Decorative Light	Unit	-3	$3,881.00	-$11,643.00
66	Reset Existing Decorative Light	Unit	-13	$554.00	-$7,202.00
73	Trash Receptacle	Unit	-10	$1,131.00	-$11,310.00
76	Reset Existing Bench	Unit	-27	$498.00	-$13,446.00
77	Site Bench	Unit	27	$1,779.00	$48,033.00

Amount of Original Contract	$9,638,786.25	**Supplemental**	
Change Order No.1	-$510,323.13	**Extra**	$48,033.00
Adjusted Contract Amount	$9,128,463.12	**Reduction**	($558,356.13)
		Net Amount	($510,323.13)

Recommended for Approval Joseph A. Pomante — BOSWELL McCLAVE ENGINEERING — 7/14/15 DATE

Approved _____ OWNER — DATE

Accepted _____ CONTRACTOR — DATE

150708JAPCO1Final-675.xls/KLY411

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO RFS COMMERCIAL, INC. TO REPLACE THE CARPET AT THE HOBOKEN POLICE AND FIRE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT G2005/A81751 IN THE TOTAL AMOUNT NOT TO EXCEED $48,280.05

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Mannington Mills Inc. has been awarded New Jersey State Contract No. G2005/A81751; and,

WHEREAS, the City requires replacement to the carpets for the Police and Fire Department (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract No. G2005/A81751; and,

WHEREAS, RFS Commercial, Inc. is an authorized dealer of Mannington Mills Inc. in New Jersey;

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $48,280.05 is available in the following appropriations: $26,035.05 from C-04-04-715-215 and $22,245.00 from C-04-06-715-216 **in the Bond ordinance approved July 8, 2015; and, this certification is subject to the termination of the estoppel period on the July 8, 2015 bond, scheduled for the close of business on August 6, 2015, passing with the institution of any petitions and/or complaints relating to passage of the bond ordinance, and this certification is withdrawn immediately if any petitions and/or complaints are filed regarding same on or before close of business on August 6, 2015; 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 the below listed vendor is authorized to provide the services and related goods described in

Eighty Dollars and Five Cents($48,280.05), as follows:

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

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

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

   RFS Commercial, Inc.
   280 N Midland Avenue
   Saddle Brook, NJ 07663

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

James J. Farina
CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-215 Z-361 Renovations/Improve Police Hdqtrs	Encumbrance	CFO CERT FOR MEETING 08/05/2015	26,035.05	1
C-04-60-715-216 Z-361 Renovations/Improve Fire Dept Bldg	Encumbrance	CFO CERT FOR MEETING 08/05/2015	22,245.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	48,280.05
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	48,280.05

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	48,280.05
Total:	2	48,280.05

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	48,280.05

Batch: GDS Updated Entries: 2 Updated Amount: 48,280.05 Ref Num: 3640

RFS COMMERCIAL, INC.

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

July 29, 2015

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

RE: Fire Prevention and BC Offices

Mannington State Contract #A81751

136.84 yards of Mannington Tibetan Wool carpet tile @ $25.64	$3,508.58
1 pail of Mannington Infinity MT-711 adhesive @ $ 94.44	$ 188.88
Non common carrier/freight	$ 554.62
Material Total:	$4,252.08

The following proposal is to supply and install Mannington Tibetan Wool color Wagden in the offices above. Prior to installation, rip out existing VCT and haul off premises. Scrape, patch and prep plywood subfloor to prepare for new carpet tile installation. RFS commercial to handle furniture. Hoboken personnel to pack all loose items in desks and tops of desks in cartons for ease of handling. Tight cut carpet tile to existing wood base.

Labor & Floor Prep:	$ 8,847.92
Total Project:	**$13,100.00**

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

280 N. Midland Avenue, Saddle Brook, New Jersey 07663
T: 201-796-0006 F: 201-796-0093
E: info@rugandfloorstore.com

RFS COMMERCIAL, INC.

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

July 29, 2015

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

RE: Fire Chiefs Admin office

Mannington State Contract #A81751

105.74 yards of Mannington Tibetan Wool carpet tile @ $25.64	$2,711.18
1 pail of Mannington Infinity MT-711 adhesive @ $ 94.44	$ 94.44
Non common carrier/freight	$ 420.85
Material Total:	$3,226.47

The following proposal is to supply and install Mannington Tibetan Wool color Wagden in the offices above. Prior to installation, rip out existing carpet and haul off premises. Scrape, patch and prep existing subfloor to prepare for new carpet tile installation. RFS commercial to handle furniture. Hoboken personnel to pack all loose items in desks and tops of desks in cartons for ease of handling. Tight cut carpet tile to existing wood base.

Labor & Floor Prep:	$4,822.53
Total Project:	**$8,049.00**
Option: If abatement to be done, add to above:	$9,145.00

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

280 N. Midland Avenue, Saddle Brook, New Jersey 07663
T: 201-796-0006 F: 201-796-0093
E: info@rugandfloorstore.com

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 21,, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract to Replace Carpet for the Hoboken Police Department NTE $26,035.05

Police and Fire Department needs replacement carpet for the flooring at various offices.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Mannington Mills Inc. has been awarded an New Jersey State Contract G2005/A81751; and,

RFS Commercial, Inc. is authorized to sell Mannington Mills products in NJ.

I recommend awarding the contract to the following vendor for not to exceed $48,280.05:

RFS Commercial, Inc.
280 N Midland Avenue
Saddle Brook, NJ 07663

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

MANNINGTON COMMERCIAL

Rug and Floor Store

June 17, 2015

Re: New Jersey State Contract

To Whom it may concern:

Please be advised that as of March 20 2013 Rug and Floor Store was authorized on NJ State contract representing Mannington Commercial. Rug & Floor Store Inc. has changed its name to RFS Commercial, Inc. RFS Commercial is Authorized to sell on NJ State Contract.

Please note that the contract number that refers to RFS Commercial, Inc and Mannington is the following: A81751

If you have any questions or concerns regarding this matter please do not hesitate to contact me at any time. I can be reached at 201-638-0191 or nancy_eckmayer@mannington.com

Sincerely,

Nancy Eckmayer

Mannington Commercial
District Manager

1844 US Highway 41, SE
Calhoun, GA 30703-7004

tel 800.241.2262
fax 706.625.6253

manningtoncommercial.com
Choices That Work.

RFS Commercial, Inc.
real flooring solutions

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

March 10, 2015

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

RE: Police Department Bureau of Identification

Mannington State Contract #A81751

Materials:

55.98 yards of Mannington Media Carpet tile @ $27.57	$1,543.37	
12.44 yards of Mannington Recourse II @ $ 45.38	$ 564.53	
1 pail of Mannington MT-711 adhesive @ $94.44	$ 94.44	
200 l/f of Mannington Edge 4" cove base @ 0.51	$ 102.00	
1 pail of Mannington R101G4 cove adhesive @ $ 92.62	$ 92.62	
Non Commen Carrier/Freight	$ 330.36	
Material Total:		$ 2,727.32

The following is a proposal to supply and install 55.98 sq. yds. of Mannington Media (color to be chosen) carpet tile and 12.44 yds. of Mannington Recourse II (color to be chosen) walk off carpet tile in area above. Prior to installation, rip out and haul existing broadloom carpet. Scrape and patch where necessary to prepare for new carpet tile installation. 200 l/f of 4 4 x 1/8" cove base (color to be chosen) to replace existing.

Labor & Floor Prep	$ 3,072.68
Total Project:	**$ 5,800.00**

Thank you for the opportunity to present this proposal

Sincerely,

Michael Pizzuto

280 N. Midland Avenue • Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 F: 201-796-0093

RFS COMMERCIAL, INC.

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

June 24, 2015

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

RE: Police Department Captains Office

Mannington State Contract #A81751

31.10 yards of Mannington Media carpet tile @ $ 27.57	$ 857.43
1 pail of Mannington MT-711 adhesive @ $ 94.44	$ 94.44
100 l/f of Mannington Edge 4" cove base @ $ 0.51	$ 51.00
1 pail of Mannington R101G4 cove adhesive @ $ 92.62	$ 92.62
Non common carrier/freight	$ 142.78
Material Total:	$1,238.27

The following proposal is to supply and install 31.10 sq.yds. of Mannington Media carpet tile (color to be chosen) in area above. Prior to installation, rip out and haul existing broadloom carpet to a dumpster supplied by the City of Hoboken. Scrape and patch subfloor to prepare for new carpet tile installation. 100 l/f of 4 x 4 x 1/8" cove base (color to be chosen) to replace existing.

Labor & Floor Prep:	$ 1,761.78
Total Project:	**$ 3,000.05**

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony Pizzuto

280 N. Midland Avenue, Saddle Brook, New Jersey 07663
T: 201-796-0006 F: 201-796-0093
E: info@rugandfloorstore.com

RFS COMMERCIAL, INC.

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

June 24, 2015

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

RE: Police Department Detective Bureau Offices, interview room, vice office, and Captain Campbell's office

Mannington State Contract #A81751

936 s/f of Stone 40 mil Amtico Mannington LVT @ $ 3.59	$3,360.24
2 pails of Mannington Amtico PSA adhesive @ $ 167.00	$ 334.00
400 l/f of Mannington Edge 4" cove base @ $ 0.51	$ 204.00
1 pail of Mannington R101G4 cove adhesive @ $ 92.62	$ 92.62
Non common carrier/freight	$ 150.00
Material Total:	$4,140.86

The following proposal is to supply and install 936 s/f. of Mannington Amtico Stone 40 Mil LVT (color to be chosen) in area above. **Prior to installation, abate existing VAT tile.** Scrape and patch subfloor to prepare for new LVT installation. 400 l/f of 4 x 4 x 1/8" Edge cove base (color to be chosen) on all walls to replace existing.

Labor & Floor Prep:	$ 7,394.14
Non Friable Abatement:	$ 5,700.00
Total Project:	**$17,235.00**

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony Pizzuto

280 N. Midland Avenue, Saddle Brook, New Jersey 07663
T: 201-796-0006 F: 201-796-0093
E: info@rugandfloorstore.com

18

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

CITY CLERK

RESOLUTION REJECTING A BID FOR THE PROVISIONS OF HOBOKEN POLICE DEPARTMENT EXTERIOR RENOVATION PROJECT, OTHERWISE KNOWN AS BID NO. 15-19, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(a) AND (b)

WHEREAS, proposals were received for the provisions of Bid Number 15-19; and,

WHEREAS, the Administration has decided the proposal amounts are substantially above the amounts currently estimated, budgeted, and available for this project; and,

WHEREAS, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 15-19, pursuant to N.J.S.A. 40A:11-13.2(a) and (b).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 15-19, pursuant to N.J.S.A. 40A:11-13.2(a) and (b); and,

BE IT FURTHER RESOLVED that the City Council authorizes the Administration to take any and all steps necessary to properly reject said bid, and, thereafter, take any and all steps necessary to, thereafter, contract for said services.

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

Sent Via E-Mail and Hand Delivery

July 30, 2015

Director Leo Pellegrini
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Exterior Renovation to Police Headquarters
Bid No. 15-19
City of Hoboken
Hudson County, New Jersey
Our File No. HO-467

Dear Mr. Pellegrini:

On July 29, 2015, the City of Hoboken (City) received two (2) bids for the *Exterior Renovations to Police Headquarters* project. As you are aware the construction costs for this project are being funded by the City Of Hoboken. Below is a summary of all four (4) bids:

Bidder	Bid Amount	
A-Tech Concrete Co.	$ 163,100.00	Base Bid
11 Taylor Road	$ 87,275.00	Alt. Bid A
Edison, New Jersey 08817	$ 84,175.00	Alt. Bid B
	$ 43,700.00	Alt. Bid C
	$ 378,250.00	Total Bid Price
Tec-Con Contractors, Inc.	$ 221,303.00	Base Bid
9 Dodd Street	$ 114,400.00	Alt. Bid A
East Orange, New Jersey 07017	$ 110,950.00	Alt. Bid B
	$ 61,000.00	Alt. Bid C
	$ 507,653.00	Total Bid Price

RECOMMEDATION

Attached is a summary of the received bids. It is the recommendation of this office that these bids be rejected as they exceed the funds allocated for the project.

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

Sincerely,

BOSWELL McCLAVE ENGINEERING

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

JAP/s
Attachment

cc: City of Hoboken Purchasing Department

150529JAPL1 Bid Recommendation.doc

BOSWELL
ENGINEERING

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 30, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Reject All Bid Proposals for Bid 15 – 19 Exterior Renovation to Police Headquarters

Reference (a): Boswell Engineering recommendation dated July 30, 2015

Two (2) bid proposals were received on July 30, 2015.

All proposals substantially exceeds the cost estimate and appropriation for the project. In accordance with the following regulations, I concurred with the recommendations from Boswell Engineering Ref (a) to reject all bid proposals.

A contracting unit may reject all bid proposals in accordance with;

40A:11-13.2.a. – the lowest bid substantially exceeds the cost estimates for the goods or services, and:
40A:11-13.2.b. – the lowest bid substantially exceeds the contracting unit's appropriation for the goods or service.

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MTB ELECTRIC FOR ELECTRICAL SERVICES, INCLUDING TIME AND MATERIAL, FOR A ONE YEAR TERM FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT (15/16-24) IN A TOTAL AMOUNT NOT TO EXCEED $55,000.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and MTB Electric has been approved for an MRESC Cooperative Contract (15/16-24), which cooperative the City is a part of; and,

WHEREAS, the City requires an annual Electrical Services contract, including time and material; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under the terms of the MRESC 15/16-24 contract; and

WHEREAS, MTB Electric shall provide the City with said service for twelve (12) months, commencing August 6, 2015 and expiring August 5, 2016; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $10,000.00 is available from 5-01-28-377-042 and $20,000.00 is available from P-30-60-114-100 in the 2015 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed; and I further certify that I will immediately review the CY2016 budget to determine whether the additional $25,000.00 balance is available and appropriated in the CY2016 temporary budget upon adoption; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CF

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in

the MRESC contract, and in accordance with this resolution, for a total not to exceed amount of Fifty Five Thousand Dollars ($55,000.00), as follows:

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

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

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

   MTB Electric
   366 Fairview Avenue
   Long Valley, NJ 07853

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-28-377-042 ELECTRICAL-Public Property	Encumbrance	CFO CERT FOR MEETING 08/05/2015	10,000.00	1
P-30-60-114-100 2014 Multi Meters Z-313	Encumbrance	CFO CERT FOR MEETING 08/05/2015	20,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	10,000.00
	P-30	0.00	0.00	0.00	0.00	0.00	20,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	30,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	30,000.00
Total:	2	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:	2	30,000.00

Batch: GDS Updated Entries: 2 Updated Amount: 30,000.00 Ref Num: 3639

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 16, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract for Electrical Services

The City requires Electrical Services for maintenance of City owned buildings and garages.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and MTB Electric has been approved for an MRESC Cooperative Contract (15/16-24), which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $55,000.00:

MTB Electric
366 Fairview Avenue
Long Valley, NJ 07853

The following accounts apply for certification of funds:

$10,000.00 – 5-02-28-377-042
$20,000.00 – P-30-60-114-100 - HPU

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

MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS
ELECTRICAL SERVICES – TIME AND MATERIAL
BID #MRESC 15/16-24 ♦ BID TERM: 7/1/2015 – 6/30/2017 (with extensions as permitted by law)

Bid Date: June 23, 2015
4 Bid Package Requested
7 Bid Packages Received

That the Executive Committee approve the award of the Electrical Services – Time and Material – bid #MRESC 15/16-24 to **MTB Electric**, 366 Fairview Avenue, Long Valley, NJ 07853, **Facility Solutions Group, Inc.,** 224 Washington Street, Perth Amboy, NJ 08861, **Northeast Electrical Services, LLC,** 402 Airport Drive, Williamstown, NJ 08094, **Redmann Electric Co., Inc.,** 90 Lawlins Park, Wyckoff, NJ 07481, as follows:

DPMC Classification - Electrician		Journeyman		Apprentice		Foreman	
County	Vendor	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Atlantic	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Bergen	MTB Electric	$82.00	$83.00	$20.00	$29.00	$93.00	$95.00
Burlington	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Camden	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Cape May	MTB Electric	$84.00	$85.00	$35.00	$37.00	$95.00	$97.00
Cumberland	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Essex	MTB Electric	$82.00	$84.00	$30.00	$30.00	$92.00	$94.00
Gloucester	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Hudson	MTB Electric	$83.00	$83.00	$29.00	$30.00	$93.00	$95.00
Hunterdon	MTB Electric	$82.19	$84.04	$25.00	$30.00	$92.03	$94.11
Mercer	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Middlesex	Redmann Electric	$81.05	$82.54	$24.31	$24.77	$93.41	$95.15
Monmouth	Facility Solutions Group	$88.00	$90.00	$60.00	$62.00	$102.00	$105.00
Morris	MTB Electric	$80.00	$83.00	$20.00	$20.00	$90.00	$94.00
Ocean	MTB Electric	$82.00	$84.00	$29.00	$30.00	$93.00	$93.00
Passaic	MTB Electric	$82.19	$84.04	$32.87	$33.61	$92.03	$94.11
Salem	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Somerset	MTB Electric	$80.00	$82.00	$20.00	$20.00	$90.00	$92.00
Sussex	MTB Electric	$80.00	$82.00	$20.00	$20.00	$90.00	$92.00
Union	MTB Electric	$80.00	$83.00	$20.00	$25.00	$90.00	$93.00
Warren	MTB Electric	$82.19	$84.04	$32.87	$33.60	$92.03	$94.11

Parts Bid – Expressed as a percentage markup over cost		
Vendor	Year One	Year Two
Northeast Electrical Services	15%	15%
MTB Electric	0%	0%
Redmann Electric	0%	0%
Facility Solutions Group	9.9%	9.9%

Performance Bond Option - $ Cost per $1,000 ($/$1K)		
Vendor	Year One	Year Two
Northeast Electrical Services	$14.40	$14.40
MTB Electric	$30.00	$30.00
Redmann Electric	$20.27	$20.27
Facility Solutions Group	$20.00	$20.00

Include contract number and MRESC Co-op number on all purchase orders.

That the Executive Committee reject the following bids for Electrical Services – Time and Material – bid #MRESC 15/16-24:

Reject the bid from Mr. ElectriComfort, as it was non-responsive because hourly rates were not provided per the bid specifications, and reject the bid from Tatbit Co., as they were not a responsible bidder.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE HOBOKEN POLICE DEPARTMENT'S RULES AND REGULATIONS

WHEREAS, the Hoboken Police Department's Rules and Regulations have now been completed to the satisfaction of the Chief of Police, Unions, and Administration; and

WHEREAS, the Administration is seeking City Council approval of the Hoboken Police Department's Rules and Regulations, to be used as guidelines for City of Hoboken Police Officers, and to promote productivity and ensure compliance with local, state, and federal laws; and

WHEREAS, it is essential that the Hoboken Police Department's Rules and Regulations be approved by the City Council and distributed to City Police Officers as soon as possible, since the City's insurance carrier is requiring the creation of the Rules and Regulations as part of its agreement with the City; and

WHEREAS, the City Council and Administration understand that there may be instances where a stated policy within the Hoboken Police Department's Rules and Regulations may conflict with a negotiated Union Agreement, and in such case the Union Agreement shall prevail;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken hereby approves the Hoboken Police Department's Rules and Regulations for distribution to all City of Hoboken Police Officers by the Administration.

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

James J. Farrin
CITY CLERK

POLICE DEPARTMENT

CITY *of* HOBOKEN
ONE POLICE PLAZA
HOBOKEN, NJ 07030-5704

Kenneth F. Ferrante
Chief of Police

Telephone: (201) 420-2002
Facsimile: (201) 714-9415

July 30, 2015

Hoboken City Council
City Hall
94 Washington St.
Hoboken, NJ 07030

Dear City Council member,

During the August 5th, 2015 City Council Monthly Meeting, you will have a resolution before you, requesting approval of The Hoboken Police Department Manual of Rules and Regulations. As per the New Jersey Attorney General Guidelines, every police agency in the state needs to have a Rules and Regulations guide for its officers, which is approved by City Council.

The last time the Hoboken Police Department's Rules and Regulations were adopted was March 6, 1991. It is impossible to measure performance and try to instill discipline and training when our rules and regulations contradict the New Jersey Attorney General Guidelines and current case law. In my first month as Chief of Police, I assigned Lieutenant John Miskulin to the task of re-writing our rules and regulations, ensuring that constitutional laws, case law, and attorney general guidelines were adhered to. Having outdated rules and regulations leaves the city and department open to civil liabilities and also creates an opportunity for disciplinary cases to be lost on appeals due to the archaic regulations that contradict law.

Lt. Miskulin spent four months creating the first draft. I instructed him to meet with or communicate with our Internal Affairs unit, the Hudson County Prosecutor's Office, the Attorney General's Office, and surrounding agencies who had recently adopted new rules and regulations (i.e. North Bergen P.D. and Harrison P.D.). After communicating with those agencies, Miskulin developed the first draft. Lt. Miskulin then sat with Ret. Lt. Timothy McCourt and me, and we went page by page in an attempt to create a more solid document. I currently teach Attorney General Guidelines to officers from all over the State of New Jersey, so I had the most updated

POLICE DEPARTMENT

CITY *of* HOBOKEN
ONE POLICE PLAZA
HOBOKEN, NJ 07030-5704

Kenneth F. Ferrante
Chief of Police

Telephone: (201) 420-2002
Facsimile: (201) 714-9415

2015 guidelines and laws when we did our first review. Between April and last week, Lt. Miskulin, McCourt and I completed approximately fifteen (15) revisions after several meetings with Corporation Counsel Mellissa Longo, and many emails among the four of us. We had a great collaborative effort which brought in depth conversation and debate, resulting in a document that the City Administration and I could be proud of. Public Safety Director Jon Tooke and Mayor Dawn Zimmer then reviewed the document which resulted in a couple of small revisions. After that, Lt. Miskulin, Ret.Lt. McCourt and I met with both police unions and union counsel for three hours, answering their questions. That led to three very minor wording changes which was clearly identified to Corporation Counsel.

It now comes before the nine of you. Some major changes that needed to be made were: 1) due to old regulations and penalties, it made it highly difficult to immediately terminate an officer who was arrested for a crime. That is now corrected. 2) We had many regulations that if violated brought penalties that ranged as low as an oral reprimand to as severe as termination for the same offense. Penalties have now been clearly reworded and restructured. 3) There were violations of officers' constitutional rights, barring actions which either are permitted by law, or permitted under certain circumstances. We have clearly worded the times when conduct would be and would not be permitted. 4) We clarified situations for commanding officers to determine or assess an officer's fitness for duty if they appear in work in a condition which is not safe to them or the public. 5) We have injected the allowable tests permitted by Attorney General Guidelines which test for an officer's suitability to perform.6) We brought the regulations up to 2015 standards of how minor infractions and serious infractions are investigated and handled.

The entire document from front cover to the index is eighty-five (85) pages. I hope you get the time to take a look at this Manual which protects the City of Hoboken and its Police Department, while clearly delineating to the officers what conduct is permissible and what type of acts are not allowed and will cause them to face discipline. If you have any questions between now and the August 5th City Council Meeting, please feel free to call me at either 201-420-2002 or 201-344-5034, or you can call the document's author, Lt. Miskulin at 201-240-4499.

Sincerely,

Kenneth F. Ferrante
Chief Of Police
Hoboken Police Department

HOBOKEN POLICE DEPARTMENT

MANUAL OF RULES AND REGULATIONS

Adopted by Council / Effective Date:_____

Honorable Mayor Dawn Zimmer

Jon Tooke Public Safety Director

Kenneth F. Ferrante Chief of Police

*This Manual of Rules and Regulations replaces all prior Hoboken Police Department Manuals of Rules and Regulations

Police Department

City of Hoboken, New Jersey

This manual is the property of the City of Hoboken. It is assigned to you by serial number from police service and you are bound to return it upon request and/or separation of service.

If lost, finder, please return to the Hoboken Police Department.

_____

Name of Police Officer or Civilian Employee

_____

Book Number

Employee Acknowledgement

I hereby acknowledge that I have received a copy of the Hoboken Police Department ("HPD") Manual of Rules and Regulations on_____(Date).

Nothing contained in this manual shall conflict with any applicable provisions in the collective bargaining agreement between the employees union(s) and the City of Hoboken

I further acknowledge that I have read, or will read, the contents of the HPD Manual of Rules and Regulations.

I agree to abide by the HPD Manual of Rules and Regulations.

_____

Print Name of Police Officer or Civilian Employee

_____

Signature of Police Officer or Civilian Employee

_____

Date Signed

CC: Personnel File

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Chapter I

INTRODUCTION

1.1 ESTABLISHMENT P O L I C E DEPARTMENT AUTHORITY--POWERS--DUTIES

1:1.1 **LEGAL AUTHORIZATION** **New Jersey Statute 40A:14-118** states: The governing body of any municipality, by ordinance, may create and establish an executive and enforcement function of municipal government, a police force, whether as a department or as a division, bureau or other agency thereof, and provide for the maintenance, regulation and control thereof. Any such ordinance shall, in a manner consistent with the form of government adopted by the municipality and with general law, provide for a line of authority relating to the police function and for the adoption and promulgation by the appropriate authority of rules and regulations for the government of the force and for the discipline of its members. The ordinance may provide for the appointment of a chief of police and such members, officers and personnel as shall be deemed necessary, the determination of their terms of office, the fixing of their compensation and the prescription of their powers, functions and duties, all as the governing body shall deem necessary for the effective government of the force. Any such ordinance, or rules and regulations, shall provide that the chief of police, if such position is established, shall be the head of the police force and that he shall be directly responsible to the appropriate authority for the efficiency and routine day to day operations thereof, and that he shall, pursuant to policies established by the appropriate authority:

A. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;

B. Have, exercise, and discharge the functions, powers and duties of the force;

C. Prescribe the duties and assignments of all subordinates and other personnel;

D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; and

E. Report at least monthly to the appropriate authority in such form as shall be prescribed by such authority on the operation of the force during the preceding month, and make such other reports as may be requested by such authority.

As used in this section, "appropriate authority" means the mayor, manager, or such other appropriate executive or administrative officer, such as a full-time director of public safety, or the governing body or any designated committee or member thereof, or any municipal board or commission established by ordinance for such purposes, as shall be provided by ordinance in a manner consistent with the degree of separation of executive and administrative powers from the legislative power provided for in the charter or form of government either adopted by the municipality or under which the governing body operates.

Except as provided herein, the municipal governing body and individual members thereof shall act in all matters relating to the police function in the municipality as a body or through the appropriate authority if other than the governing body.

1.1.2 **ORDINANCE Chapter 59 A. Establishment of Division** The Police Department is established by authority of Ordinance entitled "An Ordinance to Establish, Regulate, and Control the Police Department of the CITY OF HOBOKEN; Regulating and Defining the Manner of Appointment Thereto and Removal There from; and Outlining the Duties of Officers, Personnel, and Bureaus of the Police Department."

The power and duties of the Police Department are established by authority of said ordinance, which directs that the police department shall:

A. Preserve the public peace, prevent crimes, detect and arrest offenders against the penal laws and ordinances effective within the CITY OF HOBOKEN, suppress riots, mobs and insurrections, disperse unlawful or dangerous assemblies and preserve order at all elections and public meetings and assemblages.

B. Administer and enforce laws and ordinances to regulate, direct, control, and restrict the movement of vehicular and pedestrian traffic and the use of streets by vehicles and persons, and to make rules and regulations not inconsistent with the charter, ordinance, and general law for such purpose.

C. Remove all nuisances in the public streets, parks, and other public places; inspect and observe all places of public amusement or assemblage and all places of business requiring state or municipal licenses or permits.

D. Provide proper police attendance and protection at fires.

E. Enforce the laws and ordinances in effect within the CITY OF HOBOKEN and prevent the violation of them by any person; apprehend and arrest all persons legally charged with violations of any law or ordinance.

F. Provide for the attendance of its police officers or civilian employees in court as necessary for the prosecution and trial of persons charged with crimes and other violations of the law, and cooperate fully with the law enforcement and prosecuting authorities of federal, state, and county governments.

G. Operate a training program to maintain and improve the police efficiency of the members of the department.

1:1.3 RULES AND REGULATIONS ESTABLISHED

The Police Department of the CITY OF HOBOKEN hereby establishes the department Rules and Regulations under cover to be known as the Police Department of the CITY OF HOBOKEN Rules and Regulations.

1:1.4 RIGHT TO AMEND OR REVOKE

For the good of the service, in accord with **New Jersey Statute 40A:14-118,** the right is reserved by the appropriate authority, as the representative of the governing body, to amend or to revoke any of the rules, regulations, or procedures, or add thereto, as circumstances require.

1:1.5 PREVIOUS ORDERS

All rules, regulations, and procedures, previously issued, that are contradictory in nature are hereby revoked.

1:2 THE NUMBERING SYSTEM

1:2.1 Chapter and Section Designation

Each chapter, section and subsection shall be designated by title and number. All numbering breakdowns shall be arranged according to a decimal sequence.

1:2.2 Chapter and Section Sequence

The number preceding the colon shall enumerate the chapter, while the number placed immediately to the right of the colon shall indicate the section.

1:2.3 Subsection Sequence

The number placed to the right of the decimal point, shall designate the subsection.

1:2.4 Flexibility of System

This system shall provide a simple and quick method of referral to material in this manual. This format has been designed to make specific reference to particular sections or subsections possible and to facilitate expansion and revision of the contents.

1:3 RULES AND REGULATIONS MANUAL

1:3.1 APPLICATION

Police regulations are applicable to all officers of the department, where specified to all civilian employees of the department.

All existing departmental rules and regulations are cancelled.

All general and special orders, instructions (including those on departmental forms) and manuals not in conflict with these police regulations shall have the same authority as police regulations.

Police regulations or general orders shall not be cancelled, amended, or issued without the approval and signature of the Chief of Police.

Failure of an officer either willfully or through negligence or incompetence to perform the duties of his rank or assignment, or violation by officer or civilian employee of any police regulation or order, may be considered sufficient cause for disciplinary action.

1:3.2 Distribution

One copy of the Police Manual shall be distributed to each member of the department and to certain civilian employees of the department. Each member shall sign for the manual and return the same to the city upon request and or separation of service.

1:3.3 Responsibility for Maintenance

All members and employees who are assigned a manual shall be responsible for its maintenance and care. All manuals shall be kept current, and supplementary pages, concerning additions, revisions or amendments, shall be promptly and properly inserted.

1:3.4 Familiarization

Each Police Officer and each civilian employee is duty bound to thoroughly familiarize himself/herself with the provisions of the police manual. Failure to comply shall be considered neglect of duty

1:3.5 Ignorance of Contents of manual

In the event neglect of duty is charged against a member for failure to observe the rules and regulations, department procedures or orders, ignorance of any provision of this manual or any department procedure or order, will not stand as a defense to the charge (s).

1:4 DEFINITIONS

1:4.1 Appropriate Authority

The mayor shall be designated as the Appropriate Authority as provided by New Jersey Statue. Pursuant to N.J.S.A. 40A:14-118, as Appropriate Authority, the Mayor shall be responsible for the overall performance of the Police Department. In accordance with Chapter 59A Article I of the Hoboken Municipal Code, and at the Mayor's discretion, the Business Administrator or Director of Public Safety may be designated as the Appropriate Authority.

1:4.2 Authority

Authority is the statutory or policy vested right to give commands, enforce obedience, initiate action and make necessary decisions. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered in violation of the manual and those persons in violation shall be subject to disciplinary action.

1:4.3 Bureau

A unit immediately subordinate to a Division whose commanding officer reports directly to the Police Chief.

1:4.4 Chain of Command

The unbroken line of authority extending from the Chief of Police through a single subordinate at each level of command down to the level of execution and vice versa. In respect to communication - Vertical lines of communication, authority and responsibility within the organizational structure of the department.

1:4.5 Civil Service Commission

As listed in this manual Civil Service refers to the New Jersey Civil Service Commission.

1:4.6 Police Chief

The Police Chief of the City of Hoboken is the highest ranking officer of the Hoboken Police Department.

1:4.7 Commanding Officer

Any officer appointed to the rank of Lieutenant or higher who is in command of a Bureau.

1:4.8 Days Off

Those days determined by the Chief of Police, or designee, on which a given employee is excused from duty assignment in accordance with collective bargaining agreements.

1:4.9 Department

The Police Division of the Department of Public Safety, City of Hoboken.

1:4.10 Detail

A temporary assignment of personnel for a specialized activity.

1:4.11 Detective (Assignment)

A police officer assigned to conduct criminal investigations by Oath of Office.

1:4.12 District/Sector

A specific territorial assignment of a mobile patrol officer.

1:4.13 Divisional Order

Written directives issued by Bureau Commander to their command, directing, describing, or informing subordinates of the official method of dealing with any given situation

1:4.14 Employee

All employees of the department, whether sworn regular, special law enforcement or civilian employees.

1:4.15 Equipment

Refers to on or off duty accessories utilized for the performance of police activities and specified in particular within the department's uniform and equipment policy.

1:4.16 Gender

Use of the masculine gender herein shall also include the female gender as in He/She.

1:4.17 General Orders

General orders are written directives that pertain to the permanent policy and procedures of the police department. General orders are prepared and issued under the direction of the Police Chief and remain in force until rescinded.

1:4.18 Good Moral or Ethical Character

Includes those attributes of an employee that enhance their value to the organization and to public service that include honesty, integrity, truthfulness, obedience to the oath of office, mission of the organization and code of ethics, respect for authority, and respect for the rights of others.

1:4.19 Incompetence

Unsatisfactory performance of duties by an employee, either willfully or through negligence.

1:4.20 Insubordination

Failure or deliberate refusal of any employee to obey a lawful order given by a supervisor. Ridiculing a supervisor or their order, whether in or out of their presence. Disrespectful, mutinous, insolent, or abusive language directed toward a supervisor.

1:4.21 Headquarters

The police building that houses the headquarters staff and the members of this department.

1:4.22 (Reserved)

1:4.23 (Reserved)

1:4.24 Lawful Order

Any written or oral directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance or any department rule or regulation.

1:4.25 May

As used herein, the word may, shall mean that the action indicated is permitted.

1:4.26 Member

A sworn police officer of any rank or assignment in the department.

1:4.27 Memorandum

Written information not warranting a formal order. Used to direct any segment or all of the department personnel in specific situations or to inform them of coming events.

1:4.28 Military Leave

The period of time during which an officer is excused from duty by reason of serving in the armed forces of the United States in an active capacity as provided by law.

1:4.29 Neglect of Duty

Failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime, disorder, or other act or condition deserving police attention; absence without leave; failure to report to duty at the time and place designated; unnecessary absence from the beat during the tour of duty; failure to perform duties or comply with provisions prescribed in the Police Manual; failure to conform to the department operating procedures.

1:4.30 Off-Duty

The status of an employee during the period when they are free from the performance of specified duties. Members are subject to recall at all times.

1:4.31 On-Duty

The status of a member during the period of day when actively engaged in the performance of duty.

1:4.32 Official Channels

Through the hands of the superior officers in the chain of command.

1:4.33 Order

Any written or oral directive issued by the Police Chief or any superior officer to any subordinate or group of subordinates in the course of police duty.

1:4.34 Personnel Orders

Includes a change in position, transfer, promotion, etc.

1:4.35 Police Manual of Rules and Regulations

Reference guide outlining the rules and regulation. In the broadest terms, governing the acceptable and unacceptable behavior of personnel and operation of the department,. Specific conduct of personnel and the operations of the department are found in the departments comprehensive policy and procedural management system. This manual is issued by authority of the Director of Public Safety/Police Chief and municipal ordinance carrying the weight of a general order.

1:4.36 Post

A geographical area of coverage by a foot police officer.

1:4.37 Procedure

The official method of dealing with any given situation prescribed by the Police Chief's order or protocol guide.

1:4.38 Promotional Probationary

Ninety days probation in next highest rank.

1:4.39 Recruit Probationary

One year (1 yr.) period, following his completion of the police academy.
Refer to Section 4.1.3.

1:4.40 Rules and Regulations

Municipal legislation consisting of guidelines, broad in nature, which provide the framework for the effective management of a police department. Identifying and binding members and employees of all ranks in terms of authority, responsibility, and conduct.

1:4.41 Seniority

Seniority in the department is established first by rank and second by time served in rank. Where conflict occurs because of identical service or dates of appointment, the member with the most seniority in the previous rank is deemed to be the senior.

1:4.42 Shall/Will

The words shall and will, as used herein, shall indicate that the action required is mandatory.

1:4.43 Shift

A shift designates one of the basic time units for assignment of personnel, usually specified in terms of eight (8) hour periods.

1:4.44 Sick Leave

The period of time during which an officer is excused from active duty by reason of illness or maternity.

1:4.45 Special Assignment

A member being excused from the performance of his regular duties and assigned a special detail.

1:4.46 Special Orders

Those directives affecting a specific unit, a specific event, or circumstance of a temporary or self-canceling nature or involving only specific segments of activities.

1:4.47 Special Law Enforcement Officer

Special Law Enforcement Officers in the Department of Public Safety, Division of Police, pursuant to N.J.S.A. 40A:14-146.8 et seq. and in accordance with municipal code, Chapter 59A, article VII.

1:4.48 Staff Supervision

An advisory relationship, outside the regular hierarchy of command and responsibility, in which a supervisor may review the work of another employee who is responsible to another supervisor.

1:4.49 Subordinate

A member lower in rank than his superior officer.

1:4.50 Superior Officer

A person holding a rank higher than a police officer.

1:4.51 Supervisor

Member of the department assigned to a position requiring exercise of immediate supervision over the activities of members and employees.

1:4.52 Suspension

Suspension is the act of temporarily denying an employee the privilege of performing their duties, and relieving them from the duty with or without pay for a period of time, in consequence of alleged dereliction or violation of any law, ordinance or any rule and regulation.

1:4.53 Supervisory Officer

Member of the department assigned to a position requiring the exercise of immediate supervision over the activities of members and employees.

1:4.54 Tour of Duty

The number of days of work on a given tour during which an individual member is on duty.

1:4.55 Tour Commander

The superior officer in charge of a tour of duty.

1:4.56 Training Bulletin

Bulletins published are designed to keep officers of the department abreast of current police techniques and procedures. The bulletins and their presentation act as a continuous training program and as a stimulus for further study. The information contained therein constitutes official departmental policy on the subject matter under consideration in the absence of other instruction to the contrary.

1:4.57 Uniform

Prescribed or regulation uniform worn by members of the police department.

1:4.58 Unit

A unit designates (1) independent element of less than bureau or division status directly responsible to the Police Chief or (2) subordinate element of a division or bureau with a commanding or supervisory officer reporting to the division commander.

1:4.59 Annual Vacation

Vacation period granted to all members annually.

1:5 CODE OF ETHICS

1:5.1 All Hoboken Police Department ("HPD") personnel shall read and abide by the Law Enforcement Code of Ethics.

1:5.2 AS A LAW ENFORCEMENT EMPLOYEE, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I WILL keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all

legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT**.

1:6 MISSION STATEMENT

The mission of the Hoboken Police Department is to be Community Sensitive while providing outstanding service to all components of our city. We want to be community sensitive to:

A. Our Victims; we will take the extra steps to ensure crime victims and their families are treated with respect and professionalism while their case is handled with the upmost care, utilizing police resources in an effective and efficient manner.

B. Our Residents; we want all of our residents to be treated with dignity and respect; having available an assortment of crime prevention and community out-reach programs that will foster relationships between our officers and our community.

C. Our Community Leaders; we want to build and enhance relationships with all community leaders from all groups so the police best understand their community and their community's needs while establishing strong foundations of communication and trust.

D. Government Leaders; our government leaders are the representatives of their constituents and we want positive relationships with all of them as we proactively work toward building a better and safer community.

E. The Media; through our transparent approach of providing timely and appropriate information, we want to build a strong symbiotic relationship with all types of media and in doing so we expect those media outlets to provide essential, accurate, and real-time information to our community.

F. Our Officers; we need to be sensitive to our own officer's needs so that they can best protect our city and its residents by being in the best physical and psychological condition possible.

1:7 CORE VALUES

As leaders in our community we are committed to law enforcement professionalism through:

1:8 INTEGRITY

We will, as members of the HPD, take pride in ourselves, our professionalism, and our community. Working as a team, we will strive to be role models for our community by enthusiastically excelling in quality performance.

1:9 SERVICE

We will dedicate ourselves to improve the quality of life in our community, by providing a safe environment for all. We are committed to protecting life and property, reducing fear, and developing an interactive relationship with citizens to prevent, decrease and solve crime. Our service will be provided in a courteous, efficient and accessible manner.

1:10 FAIRNESS

We will consistently treat all people in this community and within our department with dignity, compassion, and without prejudice. We value cultural diversity and ensure all persons are treated with equality, courtesy and respect. We will protect the constitutional and civil rights of everyone through the impartial enforcement of the law.

CHAPTER 2

ORGANIZATION

2:1 CHAIN OF COMMAND

2:1.2 Rank Established. Rank in the police department as established by Municipal Ordinances shall descend in the following order:

A. Police Chief

B. Police Captain

C. Police Lieutenant

D. Police Sergeant

E. Police Officer

2:1.3 Command shall be exercised by the virtue of rank, and in the cases of equal rank, by length of service in such rank; and where equal the officer's respective length of service in the previous rank.

2:1.4 During the temporary absence of a commanding officer, when no other provision is made by competent authority, the command automatically devolves upon the subordinate present who is next in rank.

2:1.5 Members of the department who may be placed temporarily in the position of a member of higher rank by proper authority, shall exercise the authority and perform the duties of such higher position, and shall be held responsible in like manner as if regularly appointed to such higher office. They shall not alter or countermand any order issued by the member whose place they temporarily occupy, except when expediency demands.

2:1.6 Upon all occasions when a body of members of the department is assembled, the ranking officer present shall take command and will be held responsible for the official action and conduct of those present. He shall be familiar with all that concerns his command and he shall exact from his subordinates efficient performance of duty.

2:1.7 When two or more police officers are sent upon any special duty and no ranking officer accompanies them, the police officer senior in point of service will have command.

2:2 AUTHORITY AND RESPONSIBILITY

2:2.1 POLICE CHIEF

The Police Chief is the Ranking Executive Officer of the department. He shall have complete authority over all police personnel, functions and operations. He exercises all lawful powers of his office and issues such orders as may be necessary to insure the efficient and effective performance of the department.

2:2.1-1 Responsibilities. The Police Chief is responsible for training, instruction and assignment of all police personnel.

A. He shall be the administrative officer of the department.

B. He shall organize and control all resources of the department and be responsible for their care and safekeeping.

C. He shall develop the organizational structure of the department and shall integrate related activities under the control of intermediate supervisors holding them responsible for the effective performance of such duties.

D. He shall be responsible for the investigation and adjudication of all complaints concerning performance of services or duties performed by members of the department.

G. He shall be responsible for the employment and dismissal of all special police officers and supervise their training to insure the proper and lawful performance of their duties.

H. He shall report annually to Director of Public Safety.

I. He shall enforce all laws and ordinances falling within the jurisdiction of the police department.

J. He shall faithfully and promptly obey and cause all personnel of the police department under him to obey all rules, regulations, and orders.

K. He shall maintain the discipline and efficiency of the police department.

L. He shall ensure the supervision of the police activity and working conditions.

M. He shall exercise such executive authority and supervision of department work as he deems necessary.

N. In case of riot, insurrection or threat thereof, he shall take command of the police department in person and direct their movements and operations in discharge of their respective duties.

O. He shall be responsible for the maintenance of a daily police attendance record in which each member shall record his name, rank, and time of reporting and leaving duty, complaints, and matters pertaining to the police department, as well as all telephone calls.

P. He shall establish procedures for the hearing and determination of charges of violation of department rules and regulations by any member of the department, in accordance with Civil Service rules and regulations.

Q. He shall have and exercise all of the functions, powers, and duties of a department head as prescribed by the Administrative Code and the Ordinances of the Department.

2:2.1-2 Functions. The Police Chief conducts the affairs of the police department, interprets and applies the policies of the Mayor and Town Council, coordinates the operations of the units and the activities of the staff within the department, conducts public relations and implements the internal disciplinary process.

2:2.1-3 Authority and Responsibility. The authority and responsibility of the Chief is subject to the policies, predicated on law, of the Mayor and Council, the Ordinances of the CITY OF HOBOKEN and the laws of the State of New Jersey.

2:2.1-4 Operations and Activities. The Police Chief administers and coordinates activities and approves operating plans:

A. He is responsible for the development and implementation of the policy for the day to day operation of the department.

B. He allocates funds within the budget which are approved by the Council.

2:2.1-5 Personnel and Financial Policies. The Police Chief administers personnel and financial policies in conformance with the Ordinances of the CITY OF HOBOKEN, laws of the State of New Jersey, and the rules of the New Jersey Department of Civil Service. The Police Chief:

A. Causes examination to determine the qualification of persons applying for positions.

B. Recommends promotion, demotion, release or other disciplinary measures subject to the ordinances of the CITY OF HOBOKEN, the laws of the State of New Jersey and the rules and decisions of the New Jersey Civil Service Commission.

C. Requires that all personnel be trained and approves training programs.

D. Grants temporary leaves of absence to members of the department with approval of the Mayor and Council.

E. Submits the annual budget and proposed expenditure programs to the Director of Public Safety or other appropriately designated officials.

F. Approves payment from allotted funds for operating expenses and capital expenditures.

G. Approves expense accounts.

2:2.2 COMMAND OFFICERS

Command officers are police officers holding the rank of Lieutenant or above.

2:2.2-1 Responsibilities--General. Commanding officers shall exercise direct control over all members within their command, subject to higher authority and in accordance with the rules, regulations and procedures of the department.

A. Shall maintain good order and discipline within their command.

B. Shall cooperate with other department units.

C. Shall investigate personnel complaints not processed elsewhere.

D. Shall assign duties and responsibilities within their command to achieve command and department objectives.

E. Shall prepare reports, correspondence, and maintain records concerning their command.

F. Shall maintain the quarters, control of the equipment, and use of supplies and material assigned to their command.

2:2.2-2 Instructing Police Officers. A commanding officer is responsible for determining that each member of his command is instructed in his duties and performs them properly. The Police Captain, under the direction and consistent with the authority delegated to him by the Police Chief and in accord with these rules and regulations, assists the Police Chief in the management and discipline of the Police Department.

2:2.2-3 Authority. Commands and controls a division within the Police Department and is responsible for its overall activities and performance.

2:2.2-4 Responsibilities. Informs and advises his immediate superior, the Police Chief, of all significant conditions and activities existing in his bureau. Conducts weekly staff meetings and makes periodic inspections of all personnel, equipment and facilities under his command. Ensures that all commanding officers and supervisors are complying with and enforcing current policies and procedures, effective deployment of personnel and to decrease the incident of crimes, vice and traffic conditions within the divisions, and directs and coordinates police operations at emergencies or other situations requiring his immediate presence.

2:2.3 POLICE CAPTAIN

2:2.3-1 Authority. Under supervision, may command a Bureau, shift, or unit of the police department and is responsible for the direction and control of personnel under his command consistent with the authority delegated to him and in accord with these rules and regulations.

2:2.3-2 Responsibilities.

A. Analyzes and properly assigns the work of his unit providing for the proper protection of persons and property, the prevention of crime, enforcement of law and the apprehension, incarceration, and prosecution of lawbreakers.

B. Provides sufficient supervision to assure that the work of his unit is carried out in an efficient manner.

C. Delegates such of his powers as may be deemed necessary to enable subordinates to properly carry out their duties.

D. Performs sufficient inspection services to see that all ranks of his command are properly and effectively performing assigned work. Recommends or institutes changes as necessary.

E. Investigates, or causes to be investigated, complaints regarding police service or alleged infractions of rules and regulations; makes recommendations regarding disposition of same, and, in minor infractions, disciplines subordinates.

F. Is responsible for police facilities and equipment; maintains or causes to be maintained necessary records and files; does related work as required.

2:2.4 POLICE LIEUTENANT

2:2.4-1 Authority. Under supervision, may command and is responsible for a unit or squad, or performs field or desk supervisory functions.

2:2.4-2 Responsibilities.

A. Analyzes and properly assigns the work of his unit.

B. Provides police assignments and instructions necessary to assure that the work of the Unit or Squad is carried out in the most efficient manner.

C. Delegates such of his powers as may be deemed necessary to enable subordinates to properly effect their duties.

D. Inspects the work of his unit or squad to assure that work standards are adhered to.

E. Initiates and directs criminal and non-criminal investigations; assures that accountability is maintained.

F. At such times as emergent action is required takes such actions as are necessary to meet the emergency; makes or causes to be made, all notifications necessary to same.

G. Prepares and directs the preparation of reports suitable to the required accounting for each police action; does related work as required.

2:2.5 TOUR COMMANDER

2:2.5-1 Authority and Responsibilities

The Tour Commander, during his tour of duty, exercises the same authority and has the same responsibilities as his commanding officer, subject to higher authority. In the absence of the tour commander, the senior available member of the shift is in charge unless otherwise provided. In addition to the general and individual responsibilities of all members and employees, the tour commander is specifically responsible for the following:

A. Good Order. The general good order of his command during his tour of duty to include proper discipline, conduct, welfare, field training and efficiency.

B. Roll Call. Conduct of prescribed roll calls, communication of all orders or other information at roll call and inspection and correction of his tour as necessary.

C. Reporting. Reporting as required by a commanding officer.

D. Personnel Complaints. Inquiry into personnel complaints against members and employees under his tour in accordance with the provisions of this manual.

2:2.6 SUPERVISORS

Supervisory officers are the Sergeants and civilian personnel appointed to a permanent or acting supervisory capacity who are placed in charge of one or more police officers or civilian employees.

2:2.6-1 General Supervisory Responsibilities.

A. Shall enforce department rules and regulations and insure compliance with departmental policies and procedures.

B. Shall exercise proper use of their command within the limits of their authority to assure efficient performance by their subordinates.

C. Shall exercise necessary control over their subordinates to accomplish the objectives of the department.

D. Shall guide and train subordinates to gain effectiveness in their present and future assignments.

E. Shall initiate progressive disciplinary measures as necessary.

2:2.7 POLICE SERGEANT

2:2.7-1 Authority. Under direction, supervises and is responsible for the activities of field or headquarters personnel, overseeing and taking part in police activities intended to provide order, maintenance, assistance and protection for persons and property, observance of law, and the detection and apprehension of law violators.

2:2.7-2 Responsibilities.

A. Assigns and instructs subordinates in police patrol methods and procedures, investigation practices, and related law enforcement problems. Provides training as needed.

B. Directs criminal and non-criminal investigations; makes investigations regarding improper police services or actions.

C. Supervises technical aspects of some police operations.

D. When necessary, takes proper police action against law violators.

E. Visits and inspects police patrol units, assignments, and posts; noting and correcting or reporting any conditions which require police attention.

F. Directs the preparation of reports and maintains necessary reports and records; does related work as required.

2:2.8 DETECTIVE/PLAINCLOTHESMAN (ASSIGNMENT)

Under direction, is assigned to investigative or technical units and is responsible for the investigation and clearance of criminal and non-criminal complaints, or other duties which may be assigned because of a particular expertise.

A. Shall intelligently and thoroughly investigate each assignment, initiating the investigation by prompt contact with the complainant.

B. Shall keep detailed day-to-day records of his investigations, acquainting supervisors and interested units with information developed.

C. Uses all legal means at his disposal to detect and solve crime and prosecute offenders, thoroughly investigating information received from any source.

D. Must study and apply sound investigative techniques and improve his efficiency by attention to:

1. Use of records and reports;
2. Conduct of interviews;
3. Cultivation of informants;
4. Development of perceptive abilities; and

5. Proper collection, identification, analysis, preservation and presentation of evidence.

E. Shall prepare all cases in a manner which insures the best possible presentation in court.

F. Shall learn the rules of evidence, court procedure, and the art of testifying, which make for an effective witness .He shall also cooperate with the prosecution in trial preparation.

G. Notwithstanding his assignment he shall provide an immediate response to an emergent or observed need for police service.

H. When from time to time he shall be called upon to serve in a uniformed capacity he shall be governed by all rules pertinent to his regular assignment and those governing uniformed police officers.

2:2.9 POLICE OFFICER

Under direction, during an assigned tour of duty, on foot or in a vehicle, patrols a designated area to prevent crime; provide protection for persons and property; to assure observance of law and to apprehend lawbreakers; provides assistance to persons as necessary; or is assigned to tasks consistent with a particular or educational expertise.

A. Shall exercise authority consistent with the obligations imposed by his oath of office and in conformance with the policies of the department.

B. Is accountable to his superior officers and is responsible for obeying all legitimate orders.

C. Shall coordinate his efforts with other members of his shift and the department, and shall communicate to his superiors and co-workers, all information necessary to achieve the maximum of department objectives.

D. Shall report for duty and all other assignments punctually at specified times, physically fit, neatly and properly groomed, and with prescribed equipment.

E. Shall familiarize himself with administrative policy and procedures and within his area of responsibility provide service necessary for the:

1. Prevention and suppression of crime;
2. Protection of life and property;
3. Apprehension and prosecution of offenders;
4. Preservation of the peace;
5. Enforcement of regulatory measures; and
6. Provision of miscellaneous field services.

F. Shall conduct himself in accordance with high ethical standards, on and off-duty, and shall, by study and observation, become familiar with laws and ordinances and improved techniques and ideas which will enable him to improve his performance.

G. Shall maintain all equipment assigned to him in functional and presentable condition.

H. Shall thoroughly familiarize himself with his post or zone.

I. Shall, during the tour of duty, continuously patrol every part of his post or zone giving attention to and frequently rechecking locations where the crime hazard is great. As far as possible, he shall not patrol his post or zone according to any fixed route or schedule but shall alternate frequently and backtrack in order to be at the location least expected.

J. Shall, when a door or window is found open under suspicious or unusual circumstances on any tour of duty, make a thorough investigation and determine, if possible, whether a burglary or other crime has been committed and whether the door or window can be secured. He shall, if necessary, summon assistance to examine the premises and to secure such doors and windows. He shall notify his immediate superior and, if possible, the property owner. Under circumstances indicating that an intruder is still inside a building, the officer discovering same should immediately summon assistance and then stand guard. When the assistance arrives, he may enter and search the building.

K. Shall familiarize himself with his assigned areas and provide a diligent patrol, inspecting public and licensed premises.

L. Shall, as motorized and foot police officers, be charged with the enforcement of all provision of local and State traffic codes

M. Shall carefully investigate all complaints on or near his post or zone which are brought to his attention by citizens. He shall take suitable action in those cases which come under his jurisdiction and inform interested parties of the laws or ordinances relative to the particular complaint or incident. If the legal remedy of the complaint lies outside of the jurisdiction of the Police Department, he shall advise the complainant accordingly and refer him to the proper authority.

N. Shall, when assigned to motorized patrol, pay strict attention to all regular radio transmission. When they fail to hear any radio transmissions for a period not to exceed 15 minutes, they shall immediately call the dispatcher for a special test.If, after three attempts, he fails to receive an acknowledgment, he shall immediately contact the desk officer by telephone. In case of radio trouble, the officer shall notify his immediate supervisor and dispatcher of the nature of the trouble.

O. Shall conduct a thorough investigation and report clearly and concisely all facts concerning incidents or crimes which occur and of which he has knowledge during his duty tour, or which he may observe or become involved in while off duty.

P. Shall insure the civil treatment and observance of rights of all coming under the scope of his authority.

Q. Does related work as required.

2:2.10 SPECIAL LAW ENFORCEMENT OFFICER

2:2.10-1 Position established; duties.

A. There is hereby established the following positions of Special Law Enforcement Officers in the Department of Public Safety, Division of Police, pursuant to N.J.S.A. 40A:14-146.8 et seq. and in accordance with Hoboken City ordinance and code Chapter 59A Article VII

Class I Special Law Enforcement Officers.

Class II Special Law Enforcement Officers.

B. The Special Law Enforcement Officer Class II shall have the same power and authority of a full-time, permanent Hoboken police officer only when on duty and in full uniform actually performing his or her public safety function as designated by the Chief of Police and when receiving compensation from the City of Hoboken. A special law enforcement officer shall not be deemed to be on duty for purposes of this article while performing private security duties for private employers, which duties are not assigned by the Chief of Police.

2:2.10-2 Term of appointment; firearms; supervision; hours of duty; uniform

A. Special law enforcement officers shall be appointed for a term not to exceed four months and can be separated from appointment at any time, without cause or hearing. Nothing herein shall be construed to require reappointment at the end of the term. The special law enforcement officers so appointed shall not be members of the police force, and their powers and duties shall cease at the expiration of the term for which appointed.

B. Class II Special Law Enforcement Officers shall carry, only after satisfactory completion of an approved firearms course as set forth by the Police Training Commission and when specifically authorized by the Chief of Police, a firearm issued and approved by the Police Division while on duty, in uniform and while actually engaged in their assigned public safety duties. Class II Special Law Enforcement Officers shall be issued the approved firearm at the start of their tour and shall return said firearm to the Police Desk Officer upon the completion of their tour. Class I Special Law Enforcement Officers shall have no right to carry a firearm when engaged in the actual performance of the officer's duties. No special law enforcement officer may carry a firearm except while engaged in the actual performance of the officer's official duties.

C. The special law enforcement officer shall work under the administration of the Chief of Police and direct supervision within the command he is assigned.

D. Special law enforcement officers shall work part-time and shall not exceed 20 hours per week except during periods of emergency and will be assigned at the direction of the Chief of Police.

E. The special law enforcement officer shall wear the appropriate uniform of the day as directed by the Chief of Police, which shall include: hat, badge, name tag, Hoboken Police Division uniform patch and insignia issued by the Police Training Commission which clearly indicates the officer's status as a Class I or Class II Special Law Enforcement Officer.

2:2.10-3 Training and limitations of appointment

A. No person may commence his or her duties as a special law enforcement officer unless he or she has completed a training course approved by the Police Training Commission, at which time a certificate of training will be issued to the officer.

B. No special law enforcement officer shall carry or be issued any firearm unless he or she has completed the basic firearms course approved by the Police Training Commission. All special law enforcement officers shall qualify semiannually with their issued firearms.

C. Special law enforcement officers may be employed only to assist the local law enforcement unit but may not be employed to replace or substitute for full-time regular police officers or in any way diminish the number of full-time officers.

D. The number of Class II Special Law Enforcement Officers shall not exceed 25% of the total number of regular police officers. There is no restriction on the number of Class I Special Law Enforcement Officers.

2:2.11 CIVILIAN EMPLOYEES

All civilian employees shall assist department police officers in the accomplishment of police functions.

2:2.11-1 Civilian Employees Subject to Police Authority. Civilian employees shall be subject to the authority of the Police Chief and of the superior officer in charge of the bureau or unit or office to which they are assigned.

2:2.11-2 Civilian Employee Supervisors. Civilian employee supervisors are employees who by reason of Civil Service title or by special designation by the Police Chief, may supervise other civilian employees and police officers.

2:2.11-3 Employees Bound by Department Directives. All rules, regulations and departmental procedures and orders governing police officers shall also bind all civilian employees whenever applicable.

CHAPTER 3

GENERAL RULES AND REGULATIONS

3:1 GENERAL CONDUCT

Members shall at all times take appropriate action to:

A. Protect life and property;

B. Preserve the peace;

C. Prevent crime;

D. Detect and arrest violators of the law;

E. Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;

F. Safely and expeditiously regulate traffic; and

G. Aid citizens in matters within police jurisdiction.

3:1.1 Performance of Duties

All employees shall promptly perform their duties as required or directed by law, department rule, policy or directive, or by lawful order of a superior officer. All lawful duties required by competent authority shall be performed promptly as directed, notwithstanding the general assignment of duties and responsibilities.

3:1.2 Action Off-Duty

While off duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey Law and Department Policy.

3:1.3 Obedience to Laws and Regulations

Employees shall observe and obey all laws and ordinances, all rules and regulations and orders of the department.

3:1.4 Withholding Information

Employees shall not, at any time, withhold any information concerning suspected criminal activity and shall report any information concerning suspected criminal activity of others.

3:1.5 Reporting Violations of Laws, Ordinances, Rules and Regulations or Orders

Employees knowing of other employees violating laws, ordinances, or rules and regulations of the department, or disobeying orders, shall report same in writing to the Chief of Police through the chain of command. If the employee believes the information is of such gravity that it must be

brought to the immediate personal attention of the Chief of Police or if the offending employee is in the employee's chain of command, official channels may be bypassed.

3:1.6 Insubordination

Employees shall not commit acts of insubordination. Acts of insubordination include, but are not limited to the following:

a. Failure or deliberate refusal to obey a lawful written or verbal order given by a superior officer; or

b. Any disrespectful, mutinous, insolent, or abusive language or action towards a superior officer.

3:1.7 Conduct Toward Employees

Employees shall treat other employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on duty, and particularly in the presence of other employees, or the public, supervisors shall be referred to by rank.

3:1.8 Compromising Criminal Cases

Employees shall not interfere with the proper administration of justice.

3:1.9 Recommending Attorney and Bail Bond Brokers Prohibited

Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.

3:1.10 Posting Bail Prohibited

Employees shall not post bail for any person in custody, except relatives.

3:1.11 Use of Force

It is the policy of the Hoboken Police Department and the State of New Jersey that Police Officers will use only that force which is objectively reasonable and necessary to accomplish lawful ends. Employees shall follow department policy and procedure on use of force, In accordance with the New Jersey Attorney General's Use of Force Policy.

3:1.12 Physical and Mental Fitness for Duty

Police officers shall maintain sufficient physical and psychological condition in order to handle the core functions required of a law enforcement officer, and shall immediately report their inability to perform the core functions of a law enforcement officer to their supervisor. Employees displaying conduct that may be harmful to themselves or others shall be reported to the Chief of Police and Supervisor immediately.

3:1.13 Driver's License

Employees operating department motor vehicles shall possess and maintain a valid New Jersey driver's license, with appropriate endorsements when made necessary by their assignment. Whenever a driver's license is revoked, suspended, or lost, the employee shall immediately notify the appropriate supervisor giving full details.

3:1.14 Address and Telephone Numbers

Members and employees shall record their correct residence address and telephone number(s) with the Office of the Chief of Police. Any and all changes in address or telephone number(s) shall be reported to the appropriate supervisor within twenty-four (24) hours of the change. This shall be done in writing whether the member or employee is working or on leave; email will be acceptable to convey changes in address and telephone number(s).

3:1.15 Loyalty

Loyalty to the department and to associates is an important factor in department morale and efficiency. Employees shall maintain loyalty to the department and their associates as is consistent with the law and personal ethics.

3:1.16 Cooperation

Cooperation between the ranks and units of the department is essential to effective law enforcement. Therefore, all employees are strictly charged with establishing and maintaining a high spirit of cooperation within the department.

3:1.17 Assistance

All members are required to take appropriate action towards aiding a fellow employee exposed to danger or in a situation where danger might be impending.

3:1.18 Duty Responsibilities

Employees of the department are always subject to duty although periodically relieved of its routine performance. Although certain hours are assigned for the performance of regular duty tours, officers are considered to be "on duty" at all times and must act promptly anytime their services are required by the department. They shall, at all times, respond to the lawful orders of supervisors and other proper authorities as well as calls for assistance from citizens. Proper action must be taken whenever required. The administrative delegation of the enforcement of certain laws and ordinances to particular units of the department, does not relieve members of other units from the responsibility of taking prompt, effective police action within the scope of those laws and ordinances when the occasion so requires. Employees assigned to special duties are not relieved from taking proper action outside the scope of their specialized assignment.

3:1.19 Neglect of Duty

Employees shall not commit any act, nor shall they be guilty of any omission that constitutes neglect of duty as defined under these Rules and Regulations and recognized by any New Jersey law.

3:1.20 Questions Regarding Assignment

Employees in doubt as to the nature or detail of their assignment shall seek clarification from their immediate supervisor as defined under these Rules and Regulations and recognized by New Jersey law.

3:2 DUTY CONDUCT

3:2.1 Reporting for Duty

Employees shall report for duty at the time and place specified, properly uniformed and equipped. This shall include daily Roll Call as per applicable assignment. At Roll Calls careful attention shall be made to orders and instruction, avoiding unnecessary talking or movement.

3:2.2 Prohibited Activity on Duty

Employees are prohibited from engaging in the following activities while on duty with the exceptions as noted. This list is not exhaustive and only represents some prohibited activity on duty:

a. Sleeping, loafing, and/or idling;

b. Conducting private business of any kind while on duty;

c. Unlawful gambling, unless to further a police purpose such as conducting an investigation of suspected criminal activity as authorized through the chain of command;

d. Smoking of any kind in police vehicles, buildings or while actively engaged in police duties;

e. Sexual conduct of any kind;

f. Soliciting or otherwise enhancing secondary employment interests while on duty or as a result of an official duty;

g. Conducting secondary employment activities while on duty;

h. Taking any photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job related incidents or occurrences with any personal analog or digital device, camera or cellular telephone; except under exigent circumstances. Employees have a diminished expectation of privacy regarding such devices when used for business purposes, and said devices may be subject to seizure and/or inspection if used in such a manner. All efforts shall be made to utilize Hoboken Police Department equipment for photographing purposes.

i. Releasing any photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job related incident or occurrence taken with a personal or agency analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police;

j. Taking an audio recording which is not connected with an official investigation or duties is prohibited;

k. Employees are forbidden to secretly videotape or record personal conversations with other employees anywhere in headquarters or substation. The exception to this is for an Internal Affairs investigation or otherwise authorized by the Chief of Police;

l. Any other activity deemed inappropriate by the Chief of Police.

3:2.3 Absence from Duty

Every employee who fails to appear for duty at the date, time and place specified without the consent of competent authority, is "absent without leave". Such absence must be reported in writing to the supervisor immediately. Absences without leave in excess of one day must be reported in writing to the Chief of Police. Any member who is absent without leave for a continuous period of 5 days shall forfeit their position in the department, pursuant to ***N.J.S. 40A:14-122.***

3:2.4 Smoking

Employees shall not smoke anything on duty while in direct contact with the public. There shall be no smoking in municipal buildings or vehicles. These areas are non-smoking areas.

3:2.5 Personal Portable Radios

The use of portable radios and any other form of entertainment, other than equipment authorized by the department, is prohibited while on duty.

3:2.6 Relief

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

3:2.7 Meals and Breaks

All meals are to be within the officer's post or within assigned off duty areas, subject to modification by the commanding officer. Meals shall be eaten with reasonable dispatch when in public view. Whenever possible, civilian employee meals and breaks will be taken within authorized areas subject to the modification of the supervisor.

3:2.8 Training

Employees shall attend in-service training as directed by the Chief of Police. Such attendance is considered a duty assignment.

3:2.9 Inspections

From time to time the Chief of Police may call for full dress inspections of the department or any part thereof. Sworn and civilian employees directed to attend such inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection is chargeable as absence without leave.

3:2.10 Loitering

Sworn employees on duty or in uniform shall not enter any public place except to perform a police related task. Loitering and unnecessary conversation in such locations are forbidden. Employees off duty and not on any official standby shall not loiter in Police Department areas.

3:2.11 National Colors and Anthem

Members and employees shall render appropriate honors to the American flag and national anthem.

3:2.12 Persons and Places of Bad Reputation

Employees shall not frequent places of bad reputation, nor associate with persons of bad reputation, except as may be required in the course of police duty. This shall include any and all persons and places that the employee knows or should have known are involved in criminal activity or violations of law past or present.

3:2.13 Harassment in the Workplace

All employees of the department shall adhere to the policies and procedures established by the Chief of Police and the City of Hoboken regarding Harassment in the Workplace.

3:2.14 Civil Rights

All employees shall observe and respect the civil rights of all persons.

3:2.15 Work Expectation

Employees are expected to perform their duties to the best of their abilities at all times.

3:2.16 Respect

Employees shall display respect for their supervisors, subordinates, and associates. All employees are to display good ethical character in on and off duty contexts and shall conduct their professional and private lives in a manner to avoid bringing this agency disrepute.

3:2.17 Cowardice Display

Police officers shall not display cowardice in the line of duty, nor in any situation where the public or another officer may be subjected to physical danger. Unless actually incapacitated themselves, officers shall aid, assist, and protect other officers in time of danger or under conditions where danger might be impending. This does not imply that officers should take undue risks in the performance of their duties if alternative methods fail.

3:2.18 Use of Position

Employees shall not, at any time, use or attempt to use their official position, badge, credentials, or affiliation with the department or profession for personal or financial gain or advantage.

3:2.19 Financial Obligation

No employee shall incur any financial obligation on behalf of the department without the approval of the Chief of Police.

3:2.20 Financial Liability

No employee shall imply or accept financial liability for loss or damage on behalf of the municipality.

3:2.21 Debt – Incurring and Payment

a. Employees shall not solicit other employees to co-sign or endorse any promissory note or other loan.

b. No employee shall offer to act as a co-signer or endorser of any promissory note or other loan for another employee.

c. Paragraph a-b does not apply to transactions among employees related to each other.

3:2.22 Retaliation

No employee shall take any official action or initiate or engage in any legal conduct with the intention to retaliate against any person for criticizing or complaining about any employee.

3:2.23 Personal Relationships

If a supervisor and subordinate enter into a dating relationship, marital relationship or civil unions during the course of employment, and the department reasonably believes the relationship may create a conflict of interest, one of the employees shall be transferred to another position. Such transfers shall be made in accordance with applicable law; NJSA 40A:14-118. A supervisor or subordinate involved in a relationship as described within shall report the relationship to the supervisor's commander. Failure to report such a relationship may subject the involved employees to discipline.

3:2.24 All Other Conduct

Conduct not specifically addressed by law, departmental policy, public policy, philosophy, rule or regulation shall be consistent with existing law, departmental policy, public policy, philosophy, rule or regulation.

3:3 ISSUING ORDERS

3:3.1 Manner of Issuing Orders

Orders from supervisor to subordinate shall be in clear, understandable language, civil in tone, and issued in pursuit of department business.

3:3.2 Unlawful Orders

No supervisor shall knowingly issue any order which is in violation of any law or ordinance. Orders that violate department policies and procedures are considered unjust or improper orders.

3:3.3 Improper Orders

No supervisor shall knowingly issue any order which is in violation of any department rule, policy or procedure. Orders that violate department policies and procedures are considered unjust or improper orders.

3:4 RECEIVING ORDERS

3:4.1 Questions Regarding Orders

Employees in doubt as to the nature or detail of an order shall seek clarification from their supervisors by going through the chain of command.

3:4.2 Obedience to Unlawful Orders

Obedience to an unlawful order is never a defense of an unlawful action; therefore, no employee is required to obey an order which is contrary to law or local ordinance. Responsibility for refusal to obey rests with the employee. They shall be required to justify their actions.

3:4.3 Obedience to Unjust or Improper Orders

Employees who are given orders which they feel to be unjust or contrary to rules and regulations, must first obey the order to the best of their ability, and then report the improper order as provided.

3:4.4 Conflicting Orders

Upon receipt of an order conflicting with any previous order or instruction, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original instruction then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued only when reasonably necessary for the good of the department. Notice of countermanded or conflicting order, is to be given to the officer issuing the original order, by the countermanding officer.

3:4.5 Reports of Unlawful, Unjust, or Improper Orders

An employee receiving an unlawful, unjust or improper order, shall at first opportunity, report in writing to the next highest ranking supervisor above the supervisor who issued the unlawful, unjust or improper order. Action regarding such a report shall be conducted by the Chief of Police.

3:4.6 Criticism of Official Acts or Orders

Employees shall not criticize the official actions, instructions, or orders of any department member in a manner which is defamatory, obscene, unlawful, or which tends to impair the efficient operation of the department.

3:5 POLICE RECORDS AND INFORMATION

3:5.1 Release of Information

Employees shall not release any information nor reveal any confidential business of the department to the public or the press, except as provided for in department policies and procedures.

3:5.2 Department Records

Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate

supervisor, or under due process of law, or as permitted under department policies and procedures.

3:5.3 Reports

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information into/on records of the department.

3.6 GIFT, REWARDS, ETC.

3:6.1 Soliciting Gifts, Gratuities, Fees, Rewards, Loans

Employees shall not, under any circumstances, solicit any gift, gratuity, loan, reward or fee where there is any connection between the solicitation and their department membership or employment without written permission from the Chief of Police. All solicitations must stay within the perimeters of Federal and State law, directives from the Office of the New Jersey Attorney General and Hudson County Prosecutor's Office. In addition, all members of the Hoboken Police Department shall be subject to Chapter (30) of the Municipal Code, which details the gift policy of the City of Hoboken.

3:6.2 Acceptance of Gifts, Gratuities, Fees, Loans

Employees shall not accept either directly or indirectly any gift, gratuity, loan, fee, or any other object of value arising from or offered because of police employment or any activity connected with said employment. Employees shall not accept any gift, gratuity, loan, fee or other object of value, the acceptance of which might tend to influence the actions of said employees or any other employee in any matter of police business, or which might tend to cast an adverse reflection on the department or any employee thereof. No employee of the department shall receive any gift or gratuity from other employees junior in rank without the express permission of the Chief of Police. In addition, all members of the Hoboken Police Department shall be subject to Chapter (30) of the Municipal Code, which details the gift policy of the City of Hoboken.

3:6.3 Other Transactions

Employees are prohibited from buying or selling anything of value from or to any complainant, suspect, defendant, or prisoner, which has come to their attention or which arose solely out of their department employment, except as may be specifically authorized by the Chief of Police. Employees are further prohibited from bidding, purchasing, or having any financial interest in any property and equipment available for sale by the municipality.

3:6.4 Rewards

Employees shall not accept any gift, gratuity or reward in money or other compensation for services rendered in the line of duty to the community or any person, business or agency except lawful salary and that which may be authorized by law.

3:6.5 Disposition of Unauthorized Gifts, Gratuities

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the office of the Chief of Police together with a written report explaining the circumstances.

3:6.6 Intercession - Soliciting

Employees shall not solicit anyone to intercede with the Chief of Police, Mayor or members of the governing body, Municipal Attorney, Municipal Court Judge or Municipal Prosecutor in relation to promotion, assignments, and disposition of pending charges, findings in a department trial or other related matters. This shall not preclude, however, an employee's right to legal counsel or Union representative.

3.7 ALCOHOLIC BEVERAGES AND DRUGS

All substance testing conducted by the Hoboken Police Department shall conform to department substance abuse and random drug testing policy in accordance with prevailing New Jersey State Law and the Attorney General's Law Enforcement Drug Testing Policy.

3:7.1 Alcoholic Beverages and Drugs

a. No employee of the department will appear for, or be on duty, under the influence of alcohol or drugs, or be unfit for duty because of its use.

b. Employees of the department, shall not drink any kind of alcohol while on duty, or take any drugs not duly prescribed by a competent physician which will not interfere with the performance of their duties, and necessary for health at any time, except on special assignment authorized by the Chief of Police. An employee, while assigned to duty in civilian clothes, may use alcoholic beverages if absolutely necessary in the performance of duty, provided such use does not render them unfit for proper and efficient performance of duty. Under no circumstances shall legally defined intoxication be considered justifiable. Such use must be documented in writing, detailing the reasons and the amounts consumed.

c. Employees shall not report for duty under the influence of an alcohol or illegal substance. This condition shall cause the employee to be unfit for duty. Supervisors shall not assign to duty any employee in an unfit condition due to the use of an alcoholic beverage and/or illegal substances, and shall immediately relieve of duty and service weapon any employee found on duty in such condition. The supervisor shall submit a written report of the incident to the Chief of Police.

d. Alcoholic beverages and/or illegal substances may not be consumed at or in the police station or ancillary facilities.

e. No sworn member of the department shall, at any time when in uniform, or any part thereof, except in the performance of duty, enter any place in which alcoholic beverages are served/sold, unless authorized by a supervisor. This provision does not include establishments with a separate dining area where the serving of alcoholic beverages is not the primary function (e.g. certain diners and restaurants which have a liquor license).

f. Employees shall not bring or keep any alcoholic beverages or drugs on department premises except when necessary in the performance of a police related task. Alcoholic beverages and/or drugs brought into department premises in the furtherance of a police related task shall be properly identified and stored according to department policy.

g. No employee shall report for regularly scheduled duty, with the odor of alcohol on their breath.

h. Employees of the department shall not consume alcoholic beverages within four (4) hours prior to reporting for duty.

i. No liquor license shall be held by any regular police officer, or by any profit corporation or association in which any such person is interested, directly or indirectly.

j. The Division of Alcoholic Beverage Control (ABC) prohibits the employment of police officers who are employees of the local force in the municipality where the licensed business is located. Accordingly, members of the Hoboken Police Department may not be employed by a business located in the City of Hoboken which is licensed to sell alcoholic beverages in this State. However, ABC laws and regulations do not prohibit members of the Hoboken Police Department from being employed by such licensed businesses which are located outside the City of Hoboken. Prior to any such employment, officers shall articulate the job specifications and subsequently receive express approval from the Chief of Police.

k. Police officers so employed shall not, while engaged in the selling, serving, possessing or delivering of any alcoholic beverages: (1) have in his possession any firearm, or; (2) wear or display any uniform, badge or insignia which would identify them as a police officer.

l. No police officer so employed shall be permitted to work in excess of twenty-four (24) hours per week in any such establishment.

m. No employee shall operate a municipal-owned vehicle after having consumed alcoholic beverages.

n. Employees shall not consume alcoholic beverages while off-duty and in uniform or displaying any recognizable component of the uniform.

o. Taking Medication On-Duty - Employees of the department shall not take any medication which may diminish their alertness or impair their senses prior to or after reporting for duty unless directed by a competent physician and the Chief of Police is made aware.

p. Notification about Medication - When employees are required to take any prescription medication or any non-prescription medication which may diminish their alertness or impair their senses, the employee shall notify their commanding officer who in turn shall notify the Chief of Police as to the medication required, its properties, the dosage and the period during which the employee is required to take the medication. This notification shall be by the prescribing physician. If the medication is a non-prescription drug the employee shall make this notification. The required notification shall be made prior to the employee reporting for duty. This information so provided shall be confidential.

3:7.2 Substance Testing - Trainees

a. All newly appointed law enforcement officers are informed that drug testing is mandatory during basic training. Newly appointed officers are further informed that a negative result is a condition of employment and that a positive result will result in:

1) The officer being terminated from employment; and

2) Inclusion of the officer's name in the Central Drug Registry maintained by the New Jersey State Police; and

3) The officer being permanently barred from future law enforcement employment in New Jersey.

b. Newly appointed officers are informed that the refusal to submit to a drug test shall result in dismissal from employment and a permanent ban from future law enforcement employment in New Jersey.

3:7.3 Substance Testing - Sworn Law Enforcement Officers: Reasonable Suspicion Testing

a. All sworn law enforcement officers are informed that they are subject to submit to drug testing on an individual basis. This testing may be ordered by the Chief of Police or his designee when there exists reasonable suspicion to believe that the officer is illegally using drugs.

b. Before an officer may be ordered to submit to a drug test based on reasonable suspicion, the agency shall prepare a written report, which documents the basis for the reasonable suspicion. The report shall be reviewed by the County Prosecutor and/or the Chief Executive Officer of the agency before a reasonable suspicion test may be ordered. Under emergent circumstances, approval may be given for a reasonable suspicion test on the basis of a verbal report.

c. Officers are advised that a negative result is a condition of employment and that a positive result will result in:

1) The officer shall be immediately suspended from all duties, and terminated from employment as a law Enforcement Officer upon final disciplinary action; and

2) Inclusion of the officer's name in the Central Drug Registry maintained by the New Jersey State Police; and

3) The officer being permanently barred from future law enforcement employment in New Jersey.

d. Officers are informed that the refusal to submit to a drug test based on reasonable suspicion shall result in dismissal from employment and a permanent ban from future law enforcement employment in New Jersey.

3:7.4 Substance Testing - Sworn Law Enforcement Officers: Random Drug Testing

a. Officers are advised that the Hoboken Police Department has established a random drug testing program in accordance with N.J.S.A. 40A:14-118 and will be conducted in compliance with the New Jersey Attorney General's Guidelines, revised Drug Testing Policy, May, 2012.

b. All sworn members of the department are subject to random drug testing, regardless of rank or assignment.

c. When random drug testing is conducted, the officer participant population shall be selected to in accordance with current department policy and procedure.

d. The participants will be selected through the use of a lottery system where each officer will have an equal chance to be selected for a test each time a selection takes place.

e. The selection process will be verified and documented and a representative of the collective bargaining unit(s) will be permitted to witness the process.

f. Any officer of this agency who discloses the identity of an officer selected for random drug testing or the fact that a random selection is scheduled to take place prior to the collection of urine specimens shall be subject to discipline.

g. Urine specimens from selected officers will be collected in a prompt, efficient and confidential manner. Officers who refuse to submit to a random drug test will be immediately suspended and are subject to the same penalties as those officers who test positive for the use of illegal drugs.

h. Officers are advised that a negative result is condition of employment and that a positive result will result in:

1) The officer shall be immediately suspended from all duties, and terminated from employment as a law Enforcement Officer upon final disciplinary action; and

2) Inclusion of the officer's name in the Central Drug Registry maintained by the New Jersey State Police; and

3) The officer being permanently barred from future law enforcement employment in New Jersey.

3:8 UNIFORM, APPEARANCE AND IDENTIFICATION

3:8.1 Regulation Uniforms Required

All uniformed employees of the Department, regardless of duty assignment, are required to wear and maintain uniforms in accordance with department policy and procedures. The uniform shall be neat, clean and well-pressed at all times.

3:8.2 Manner of Dress While on Duty

Employees shall wear the uniform or civilian clothing on duty as prescribed by department policy and procedure for the employee's current assignment. Employees shall wear proper civilian attire to meet the task objective such as court, and training assignments. The employees may wear corporate casual or traditional business attire as prescribed by the Chief of Police.

3:8.3 Civilian Clothing--Manner of Dress

Male members and employees permitted to wear civilian clothing during a tour of duty shall wear either a business suit or sport coat and slacks. A dress-type shirt with tie shall be worn. Commanding officers may prescribe other types of clothing when necessary to meet a particular police objective. Female members and employees permitted to wear civilian clothing shall wear clothing that conforms to standards normally required of office personnel in private business

firms, unless otherwise directed. All articles of clothing shall be of a conservative nature. The following are examples of clothing considered to be appropriate attire: Traditional business suits, Dress and skirts of an appropriate length and cut, dress pants and/or slacks, dress shirt with collar and tie and/or blouse, and dress shoes or loafers.

3:8.4 Wearing or Carrying Department Identification

Employees shall wear or carry their department identification at all times, provided that it is practical under the circumstances. The regulation badge shall be worn on the outermost garment over the left breast. When not in uniform or Off-Duty the department badge shall be carried in pocket with a suitable holder.

3:8.5 Identification as a Police Officer

Except when impractical or where identity is obvious, police officers shall identify themselves by displaying the official badge or identification card before taking any police action.

3:8.6 Personal Appearance

Every employee of the department, while on duty, must at all times be neat and clean in person, their clothes cleaned and pressed, and their uniform in conformity with the rules and regulation of this department. The grooming standards and will not be deviated from without the written permission from the Chief of Police.

a. **Male Employees**

1) Hair

i. Shall be neatly trimmed, combed or brushed.

ii. Hair styles shall be tapered to the general shape of the head.

iii. Hair styles shall not interfere with the proper wearing of authorized uniform headgear.

iv. A neat pattern, shaped at the rear of the neck, shall be maintained. Growth near the collar line must be neatly trimmed and shall not extend over the shirt or coat collar.

v. Sideburns shall not extend below the bottom of the earlobe. The width shall not exceed one and one-half inches at the broadest point.

2) Mustaches

i. The pattern shall be nearly trimmed.

ii. The extent of the growth shall be limited to one-half inch below the corner of the mouth.

iii. Length of the hair shall be no more than one-half inch, nor appear bushy.

3) Beards

i. Beards shall not be permitted on sworn personnel except for medical or religious reasons. The Chief of Police may also grant a waiver for undercover operations. Facial hair below the top lip, on the chin, or below the sideburns on the jaw, is not permitted.

4) Full Shaven

i. Except for the areas of growth of hair permitted, all members shall be fully shaven.

ii. Personnel with a medical condition which precludes shaving shall be required to present a written statement signed by a medical doctor verifying such condition.

b. **Female Employees**

1) Hair

i. Uniformed personnel shall wear their hair short and neatly trimmed near the collar line, and growth shall not extend over the shirt or coat collar; or wear their hair rolled in a bun style when on duty, so that it conforms to the above as closely as possible.

ii. All other female employees will have hair styles which conform to conservative standards required of professional office personnel in both public and private business establishments.

iii. Any other haircuts and/or styles are strictly prohibited.

If any of the foregoing requirements relating to hair for male or female employees conflicts with an employee's sincerely held religious belief and practice, an employee may submit a written request for a reasonable accommodation of his religious belief and practice, along with any supporting documentation. Any such request shall be evaluated on a case-by-case basis by the Chief of Police and in accordance with N.J.S.A. 10:5-1, et seq.

c. **Jewelry**

Police officers shall not wear loose fitting jewelry which may be grasped during a struggle or which can inflict injury or retard the mobility of the officer. This provision shall not prohibit non-uniformed officers on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with department policy. The wearing of earrings by either male or female officers, while on duty, is prohibited. In addition any exposed and/or visible body or facial piercings housing any type of ring, jewel, or like fitting of any sort shall be strictly prohibited while on duty.

d. **Tattoos**

Tattoos, similar markings or brands cannot be on the head, face, or neck. They cannot be vulgar, indecent, sexist, and racist or incite libidinous thoughts.

e. **Eyeglasses**

Eyeglasses worn by sworn police personnel while on duty or in uniform shall be conservative in design and color.

3:9. DEPARTMENT PROPERTY AND EQUIPMENT

3:9.1 Equipment On-Duty

Employees shall carry all equipment on duty as prescribed by department policy and procedure based on their assignment.

3:9.2 Equipment Off-Duty

Employees shall carry equipment off duty as prescribed in department policy and procedures based on their assignment. When off duty, each member will carry or have in his immediate possession, his badge, department firearm, or a weapon authorized by the department, and the identification card. This rule shall not apply when members are engaged in sports and activities of such a nature as to make it impractical.

3:9.3 Firearms

Employees shall follow department policy and procedure regarding the care and handling of firearms. Departmental regulations concerning the care and use of firearms are designed to protect the lives of police officers and the lives and property of the public. Department notifications, reporting, and investigation in response to a firearms discharge shall be conducted in accordance with HPD policy and procedure, along with the coordination and oversight of the Hudson County Prosecutors Office when applicable.

3:9.3-1 Handling of Firearms

Police officers shall exercise caution and the utmost care in handling firearms on and off duty.

3:9.3-2 Official Police Firearm; On and Off Duty Weapon

The official police firearm shall be the firearm approved by the Police Chief. Department authorized weapons for use on and off duty are specified within the department's firearms policy. Carrying a personal, non- approved duty or off-duty firearm is prohibited, unless otherwise dictated by the Police Chief. The officer observes and is bound by any part of or any section of these rules and regulations, department policy and procedure which pertain to the official police firearm, and he understands that these same rules and regulations also apply to his use of any off-duty weapon which may be authorized by the Police Chief. Police officers who carry and employ firearms other than those that have been inspected and approved by the police department shall be subject to disciplinary action.

3:9.3-3 Carrying Firearm --Generally

Police officer carry requirements and exceptions, while on and off duty, are specified in the department's firearms policy

3:9.3-4 Maintenance, specified holsters, ammunition and reloading devices

Detailed in department firearms policy.

3:9.3-5 Tampering with Police Firearm

All repairs and adjustments to the official police firearm shall be made by a certified gunsmith. No modifications shall be made to the authorized weapon without express written approval from the chief of police.

3:9.3-6 Care of Firearms Off Duty, At Home

A police officer shall keep his firearm in a secure place readily available in case of emergency.

3:9.3-7 Securing of Weapons

At no time will a member secure his weapons or personally-owned weapons in his department clothing locker.

3:9.3-8 Weapon deployment and Removing Firearm From Belt and holster

Drawing and deployment of weapon is detailed in the department firearms policy. However, when circumstances require, a police officer may unload his firearm before storing it in a secure place, providing he observes all the safe practices prescribed and taught by authorized department firearms instructors for the safe unloading of the weapon.

3:9.3-9 Loss of the Firearm

Loss of the official police firearm through carelessness or neglect shall be deemed a serious violation of department regulations. The loaning of firearms, from other than the police arsenal is strictly prohibited.

3:9.3-10 Ammunition Issue

The initial issue and the replacement of ammunition for official police firearms shall be made by the department without expense to the police officer. Only department issued ammunition shall be used.

3:9.3-11 Discharge of Firearm: Report

It shall be the policy of the Police Department that any member of the force who discharges any firearm or service weapon shall, by the quickest means of communication available, notify the appropriate police official, and promptly submit a written report to his commanding officer. Notification through the chain of command shall be made to the subject officers Bureau Commander, The Bureau of Internal Affairs, and Chief of Police. This reporting requirement shall not apply to firearms routinely

discharged in the course of training. It shall apply to all discharges, whether in performance of duty or accidental, on or off duty, as well as during an authorized absence from duty. Proper incident reporting shall be completed, and detective personnel may be utilized, with oversight and coordination from Bureau Command and the Bureau of Internal Affairs. The Hudson County Prosecutrors Office shall be contacted immediately if injury or death resulted from the discharge or if circumstances of the discharge require said notification.

3:9.3-12 Firearm Requalification

A police officer must be legally skilled in the use and maintenance of the firearm he carries for the protection of the community and himself. To ensure that all officers are well trained and proficient in the use and maintenance of firearms, it is the policy of this department that each officer satisfy the New Jersey Attorney General's Firearms Requalification process, Use of Force training, and departmental Firearms Policy review twice annually. An officer must successfully re-qualify with both his in-service and off-duty weapon and the records of the scores of all members of this department shall be systematically maintained. Those officers who do not successfully re-qualify shall not be permitted to carry a firearm.

3:9.4 Department Property and Equipment

Employees are responsible for the proper care of department property and equipment assigned to them. Damaged or lost property may subject the responsible individual to reimbursement charges and appropriate disciplinary action.

3:9.5 Use of Department Property and Equipment

Employees shall not use any department property or equipment for personal business or pleasure, whether on or off duty.

3:9.6 Damage or Inoperative Property or Equipment

Employees shall immediately report to their supervisor in writing, any loss of or damage to, department property, assigned to or used by them. The supervisor will be notified of any defects or hazardous conditions existing in any department equipment or property.

3:9.7 Care of Department Buildings

Employees shall not mark or deface any surface in any department building. No material shall be affixed in any way to any wall in department buildings without specific authorization from the appropriate supervisor.

3:9.8 Notices

Employees shall not mark, alter, or deface any posted notice of the department. Notices or announcements shall not be posted on bulletin boards without permission of the Chief of Police or unless in conformance with collective bargaining agreements.

3:9.9 Use of Department Vehicles

Employees shall not use any departmental vehicle without the permission of a supervisor. Department vehicles shall never be used for personal business or pleasure.

3:9.10 Operation of Department Vehicles

When operating department vehicles, employees shall not violate traffic laws except in cases of emergency, and then only in conformance with department policy.

3:9.11 Transporting Citizens

Citizens will be transported in conformance with departmental policy and procedure or at the direction of the supervisor on duty.

3:9.12 Presumption of Responsibility

In the event that municipal property is found bearing evidence of damage, it shall be incumbent upon the discoverer to report same immediately. Failure to do so will result in disciplinary action.

3:9.13 Inspection

Departmental property and equipment is and remains the property of the department and is subject to entry and inspection without notice, including, but not limited to, lockers, desks, filing cabinets, computers, and department vehicles. Employees will be given notification and afforded the opportunity to be present during said searches except where such presence would jeopardize or interfere with an investigation.

3.9.14 Liability

If department property is damaged or lost as a result of misuse or negligence by an employee, that employee may be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.

3.9.15 Emergency Calls and Use of Red Light and Siren

Members driving any department vehicle, when responding to an emergency call, shall exercise judgment and care with due regard for the safety of life and property. They shall address all street intersections to such degree that, when crossing same, they will have safe control of their cars especially when crossing street intersections where the traffic signal lights are against them or where there are stop signs. They shall use the red light and sound the siren on such calls and take the utmost precaution. Members shall follow and be bound by department policy and procedure regarding patrol operations.

3.9.16 Reporting Accidents

Accidents involving department personnel, property, equipment and vehicles must be reported in accordance with department policy and procedure.

3:9.17 Upon Separation from the Department

Members and employees are required to surrender all department property in their possession upon separation from the service. Failure to return non-expendable items may cause the person to reimburse the department for the fair market value of the article(s).

3:9.18 Under Suspension

Any employee under suspension shall immediately surrender their badge, handgun, if applicable, and all other department equipment requested, to the appropriate supervisor pending disposition of the case.

3:10. COMMUNICATIONS, CORRESPONDENCE

3:10.1 Restrictions

Employees shall:

A. Not use department or municipal letterhead stationery for private, personal or unauthorized correspondence.

B. Only send correspondence out of the department under the direction of the appropriate supervisor as authorized by the Chief of Police.

3:10.2 Forwarding Communications

Any employee receiving a written communication for transmission to another employee shall, in every case, forward such communication without delay, unless withdrawn by the initiating party. A member receiving a communication from a subordinate directed to a higher command shall endorse it indicating approval, disapproval, or acknowledgment.

3:10.3 Department Address – No Private Use

Employees shall not use the department as a mailing address or delivery drop site for private or unauthorized purposes. The department address shall not be used for any private motor vehicle registration or driver license.

3:10.4 Telephones/Electronic Devices

Department telephone equipment and electronic devices may not be used for the transmission of personal messages involving toll charges without the express approval of a supervisor. Employees must identify their name and rank/title when answering the telephone.

3:10.5 Contracts

No employee shall make any contract on the part of or purchase any articles for use by the department without first having obtained the authorized consent of the Chief of Police.

3:10.6 Radio Discipline

All employees of the department operating the police radios shall strictly observe regulations for such operation as set forth in department policy and by the Federal Communications Commission. Except in an emergency ,all members shall use the appropriate departmental codes and signals when using the police radio. The use of portable radios and any other forms of entertainment other than department equipment authorized by the department is prohibited in police vehicles.

3:10.7 Truthfulness

Employees shall not knowingly lie, give misleading information, or falsify verbal or written communications in any official report.

3:10.8 Confidential Information

A. Employees shall not reveal any confidential business of the department. They shall not impart confidential information to anyone except those for whom it is intended, unless directed by their supervisor or by a court of law.

B. Employees shall not make known to any person, any department order which they may receive, unless so required by the nature of the order.

C. Contents of any department record or report filed in the police department shall not be exhibited or divulged to any person other than a duly authorized person, except on approval of the Chief of Police, or under due process of law, or as permitted under department regulations.

D. Employees shall not release or expose any employee's home address, home telephone, pager number, or personal information to a non-employee without the express permission of the Chief of Police.

3:11. PUBLIC ACTIVITIES

3:11.1 Conduct Toward the Public

Employees shall be courteous in their dealings with the public. They shall perform their duties, avoiding harsh, violent, profane or insolent language and shall remain calm regardless of provocation. Upon request, they are required to supply their names, photo identification and badge numbers in a courteous manner. They shall attend to all reasonable requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

3:11.2 Impartial Attitude

All employees must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class as set forth in **NJSA 10:5-1 et seq.,** is conduct unbecoming a public employee. Similarly, unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming a public employee.

3:11.3 Disparaging Nationality, Race, or Creed or Protected Class

Courtesy and civility toward the public is required of all employees of the department. Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person because of their race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class as set forth in **NJSA 10:5-1 et seq.**

3:11.4 Public Statements

Employees of the department shall not make public statements, or like modes of communication, concerning the work, plans, policies, or affairs of the department, which may impair or disrupt the operation of the department or which are obscene, unlawful or defamatory except for those permitted by law. As public employees, department personnel are cautioned that speech on or off duty, made pursuant to their official duties- that is, that owes its existence to the employee's professional duties and responsibilities- is not protected speech under the first amendment and may form the basis for discipline if deemed detrimental to the department. Public statements and communication shall be in conformance with departmental policy and procedure.

3:11.5 Subversive Organizations

No employee shall be a member of or connected with any subversive organization except when necessary in the performance of duty and then only under the direction of the Chief of Police. A subversive organization is an organization with the purpose for revolutionary and rebellious acts against a government entity.

3:11.6 Affiliation with Certain Organizations Prohibited

Employees may become members of a fire department, auxiliary corps, first aid unit or other civic organization provided such membership does not interfere with their obligation as a department employee. Employees shall not affiliate themselves with any organizations whose constitutions impose provisions which might in any way exact prior consideration and prevent the proper and efficient functioning of the department. This prohibition does not apply to the active military or naval services of the United States or of this State, in time of war, in an emergency, or for or during any period of training, or pursuant to or in conjunction with the operation of any system of selective service as set forth in **N.J.S.A. 38:23-4.**

3:11.7 Affiliation with Radical Group

No employees except in the discharge of police related duties shall knowingly associate with or have any dealings with any person or organization which advocates or which is instrumental in the violation of law, fostering hatred, prejudice or oppression against any individual or group.

3:11.8 Commercial Testimonials

Employees shall not permit their names or photographs to be used to endorse any product or service which is in any way connected with law enforcement without permission of the Chief of Police. No employee shall utilize the agency name, affiliation, patch, badge, emblem, logo or reasonable facsimile thereof, in furtherance of any personal business, outside employment venture or objective without the express permission of the Chief of Police.

3:11.9 Public Appearance Requests

All requests for public speeches, demonstrations, and the like, will be routed to the Chief of Police for approval and processing. Employees directly approached for this purpose shall suggest that a party submit their request to the Chief of Police.

3:12 POLITICAL ACTIVITIES

3:12.1 Participating - Political Activities

Employees shall not engage in political activity while on duty or while in uniform or at any time if to do so would conflict with their duties or impair their ability to perform their duties. No employee shall directly or indirectly use or seek to use their authority or official influence to control or modify the political actions of another person.

3:12.2 Election to Public Office

Employees may run for public office in accordance with New Jersey State Law, but may not campaign nor engage in any activity connected with candidacy for such office during any tour of police duty.

3:12.3 Soliciting Prohibited

Employees of the department shall not solicit contributions for political purposes while on duty nor shall they directly or indirectly use or attempt to use their official position to influence of their office.

3:12.4 Contributions

Employees may voluntarily contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.

3:12.5 Displaying of Political Material

Employees shall not display any political material on any government property or on their person while on duty or in uniform.

3:13. JUDICIAL AND INVESTIGATIVE ACTIONS, APPEARANCE AND TESTIFYING

3:13.1 Duty of Employees to Appear and Testify

Employees shall appear and testify on matters directly related to the conduct of their office, position or employment before any court, grand jury, or State Commission of investigation. Any member or employee failing or refusing to so appear and to so testify shall be subject to discipline including removal from his office, position or employment.

3:13.2 Subpoena

Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official.

3:13.3 Court Appearance

Attendance at a court or quasi-judicial hearing as required by subpoena is an official duty assignment. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court officials. When appearing in court, either the official uniform or a business suit or sport jacket and pants, with shirt and tie shall be worn. Members shall present a neat and clean appearance, avoiding any mannerism which might imply disrespect to the court.

3:13.4 Testifying for the Defendant

Any employee subpoenaed to testify for the defense in any trial, hearing, or against the municipality or department in any hearing or trial shall notify the court liason officer or prosecuting attorney and the Chief of Police upon receipt of the subpoena.

3:13.5 Department Investigations - Testifying

Members or employees are required to answer questions, or render material and relevant statements, in a departmental investigation when such questions and statements are directly related to job responsibilities. Employees shall be advised of and permitted to invoke all applicable constitutional and statutory rights, including consultation with their designated union representative or legal counsel.

3:13.6 Truthfulness

Employees are required to be truthful at all times whether or not under oath.

3:13.7 Civil Action, Court Appearance - Subpoena

Employees shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees shall accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that they are a party to a civil action arising out of department employment, they shall immediately notify his commanding officer and the municipal attorney of the service or notification and of the testimony he is prepared to give. Members and employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with current directives.

3:13.8 Civil Cases

Members shall not serve civil process or assist in civil cases unless the specific consent of the Police Chief is obtained. They shall avoid entering into civil duties but shall prevent or abate a breach of the peace or crime in such cases.

3:13.9 Civil Action: Expert Witness

Employees shall not volunteer or agree to testify as an expert witness in civil actions without the prior written approval of the Chief of Police.

3:13.10 Civil Depositions and Affidavits

Members and employees shall confer with their commanders before giving a deposition or affidavit on a civil case. If a commander determines that the case is of importance to the City, he shall inform the Police Chief before the deposition or affidavit is given.

3.14 INVESTIGATIONS

3:14.1 Command of Scene

At the scene of a crime, accident, or other police incident, the ranking officer present shall assume command and direction of police personnel to assure the most orderly and efficient accomplishment of the police task.

3:14.2 Responsibilities of Members Arriving at Crime Scenes.

The first member to arrive at the scene of a crime, or other police incident is responsible for the following actions as they may apply to the situation:

A. Summoning medical assistance and administering first aid as required to prevent further injury or loss of life; and

B. Arrest of violator(s), and

C. Security of the scene; and

D. Conducting a preliminary investigation.

3:14.3 Responsibilities of Assigned Members at Crime Scene

The members officially assigned to perform the preliminary or other investigation of an alleged crime or other incident are responsible for the duties in Section **3:14.2,** and the completion of the preliminary or other investigation as directed. This shall include securing statements and other information which will aid in the successful completion of the investigation; locating, collecting, and preserving physical evidence; and identifying, locating and apprehending the offender.

3:14.4 Identification as Police Officer

Except when impractical or where the identity is obvious, officers shall identify themselves by displaying the official badge or identification card before taking police action.

3:14.5 Release of Information at Crime Scene

Unauthorized persons, including members of the press, shall be excluded from crime scenes. Information which will not hinder or nullify an investigation shall be given

to the press by the department spokesperson, or superior officer in accordance with departmental policy and subject to New Jersey state law regarding the release of public information.

3:14.6 Compromising Criminal Cases

Members and employees shall not interfere with the proper administration of criminal justice by deed or omission.

3.15 ARRESTS

3:15.1 Arrests

In making arrests, members shall strictly observe the laws of arrest and the following provisions:

A. The arresting officer shall employ only such reasonable force and necessary restraints to assure the safety of the prisoner, other persons, other police officers, and himself. When force is utilized the appropriate reporting shall be included with the case file as per department procedure.

B. The arresting officer is responsible for the safety and protection of the arrested person while in his custody. He shall notify the Desk Officer of any injury, apparent illness or other conditions which indicates that the arrested person may need special care.

C. The arresting officer is responsible for the security of the personal property in possession or under the control of the arrested person at the time of the arrest.

3:15.2 Complaints by Members for Assault Against Themselves

Members shall arrest perpetrators of assault and criminal offenses directed against them. The perpetrators shall be charged accordingly. A warrant which may be issued as a result of filing such a complaint shall in no case be served by the aggrieved member.

3.16 DETENTION

3:16.1 Custody of Prisoners

Members charged with the custody of prisoners shall observe all laws and department orders regarding this function. Prisoners shall be kept secure, treated firmly and humanely, and shall not be subjected to unnecessary restraint or force.

3:16.2 Custody, Detention, and release of Juveniles.

The custody, detention, and release of juveniles shall be governed by the Code of Juvenile Justice, N.J.S.A. 2A:4A-20 et seq., The New Jersey Attorney General Guidelines regarding juvenile matters, and Hoboken Police Department policy.

3:16.3 Transportation of Prisoners

Members transporting prisoners shall do so in accordance with department policy.

A. Prisoners requiring medical attention shall be delivered to the appropriate emergency hospital and the transporting officers shall be responsible for the security of prisoners until properly relieved.

B. Prisoners are the responsibility of the arresting officer or custodial officers until secured in a cell or turned over to a detective for investigation. The arresting officer shall be responsible for the thorough searching of the prisoner and the securing of his personal property with the desk officer.

C. Any prisoner transported to a hospital in a private ambulance shall be accompanied and guarded by an officer.

D. Whenever a female prisoner is transported, the transporting officer, prior to starting the transport, shall transmit to communications the destination, the odometer's starting mileage, and the time. The officer, upon completing the transport, shall again give the mileage reading and time. All prisoners before being transported must be thoroughly searched and properly secured.

3:16.4 Safekeeping of Prisoners

Members shall be responsible for maintaining the safekeeping of prisoners and preventing their escape. The department shall view such an escape as presumptive evidence of gross neglect of duty. As such, the burden will lie upon the officer(s) concerned to satisfactorily rebut the presumption with exculpatory evidence.

3:16.5 Searching of Prisoners

It is the responsibility of the arresting officer to search all prisoners. The superior officer will insure that a proper search of the person of a prisoner has been made before his placement in a lock up or before being transported to another location.

3:16.6 Male and Female Prisoners

Desk officers shall cause all prisoners to be thoroughly searched before being lodged in a cell. The following items shall be removed from a prisoner's possession:

A. All drugs, liquors, weapons;

B. All property unlawfully carried, or which is required as evidence;

C. All other property which is lawfully carried but is dangerous to life, or which would facilitate escape;

D. All other property which can be used to damage or deface department property.

E. All other property such as money and valuables, except clothing, if prisoner is intoxicated.

3:16.7 Strip and Body Cavity Searches.

Officers shall follow department policy in accordance with the New Jersey Attorney General's Strip Search and Body Cavity Search Policy and Procedures for Police Officers issued in 1993 and Revised in 1995 (Applicable to most current revised).

3:16.8 Searching Female Prisoners

The search of a female prisoner by male officers is restricted to a search of the female prisoner's purse and those articles of outer clothing which can be removed from the prisoner and searched with propriety. A female department officer shall be utilized to conduct the search. If no department female officer is available a neighboring municipal female police officer, a female representative from the department of corrections, sheriff's office or prosecutors office shall be summoned to make a thorough search of all female prisoners with all the privacy that circumstances permit. The items to be removed from her possession shall be the same as those enumerated in **3:16.6**. A strip search of a female prisoner shall be conducted in conformity with **3:16-.7.**

3:16.9 Search of Unconscious or Injured Prisoner

When an unconscious or seriously injured prisoner is removed to a hospital, a male police officer shall search the prisoner, if a male, in the presence of a male medical staff hospital representative. If the prisoner is a female, and in accordance with 3:16.8, in the presence of a female medical staff hospital representative. Any property in possession outlined in 3:16.6shall be taken by the arresting officer and delivered to the desk officer for safekeeping. An itemized receipt shall be given to the hospital authorities of all property received by the officers.

3:16.10 Unconscious or Injured Prisoner

A police officer shall not transport an unconscious or seriously injured prisoner to police headquarters or other designated place for detention. An ambulance shall be summoned and such prisoner shall be removed to the nearest hospital for medical attention.

3.17 BAIL

The bail procedure as it relates to arrestees and witnesses shall be governed by Hoboken Police Department policy and procedure in accordance with law and the New Jersey Court Rules; 3:26, 7:4, and 7:5 issued by the New Jersey Judiciary.

CHAPTER 4

PERSONNEL REGULATIONS

4:1 GENERAL QUALIFICATIONS

4:1. 1 General Qualifications of Police Officers Except as otherwise provided by law, no person shall be appointed as a member of the police department unless he:

A. is a citizen of the United States and a resident of New Jersey; and is at least 18 years of age; and

B. is sound in body and of good health sufficient to satisfy the Board of Trustees of the Police and Firemen's Retirement System of New Jersey as to his eligibility for membership in the retirement system; and

C. Has a minimum of a high school diploma or equivalent; and

D. is of good moral character and has not been convicted of any criminal offense involving moral turpitude; and

E. is able to read, write, and speak the English language well and intelligently; and

F. Pass a complete background check including a medical and psychological examination.

4:1.2 Oath of Office

All new police officers and civilian employees, before their assignment to duty and prior to their promotion to higher ranks, shall be required to take an oath of office as follows:

"I (name of police officer or employee) do solemnly swear or affirm that I will support the Constitution of the State of New Jersey and of the United States, and that I will faithfully, impartially and justly discharge the duties of (state rank or position) of the City of Hoboken according to the best of my ability."

4:1.3 Probationary Period

Appointment of a police officer to the Police Department is for a probationary period of one year after he has completed police academy training. Continuation of service is dependent upon the conduct of the appointee and his fitness to perform his duties. At the termination of the probationary period, if the conduct or capacity of the probationer has not been satisfactory, he shall be notified in writing that he will not be appointed, and his services shall be terminated by the Police Chief without a hearing. The probation period shall be one year commencing at the completion of the academy training period. See **N.J.S.A. 11:12-1 and 11:22-6.**

4:1.4 Driver's License

Members and employees operating department motor vehicles shall possess a valid New Jersey license. Whenever a driver's license is revoked, suspended, or lost, he shall immediately notify his commanding officer, giving full particulars.

4:2. HOURS AND LEAVE

4:2.1 Hour of Duty

A. Members of the department shall have regular hours assigned to them for active duty, and when not on active duty, they shall be considered off duty. They shall, however, be subject to duty as needed.

B. The fact that they technically may be off duty shall not be held as relieving members from the responsibility of taking proper police action on any matter that comes to their attention at any time.

4:2.2 Scheduled Days Off

Employees are entitled to days off pursuant to appropriate collective bargaining agreements and are to be taken according to a schedule arranged by the appropriate supervisor. Any vacation, day off, personal day, or leave of absence may be suspended when a sudden and serious emergency arises and when, in the judgment of the Police Chief, such action should be taken.

4:2.3 Vacation Leave

Employees are entitled to vacation days off pursuant to their current collective bargaining agreements, department policy and procedure, and approval of the vacation schedule by the appropriate supervisor. Any vacation, day off, or leave of absence may be suspended when a sudden and serious emergency arises and when, in the judgment of the Police Chief, such action should be taken.

4:2.4 Selection of Vacation

Annual vacation periods shall be selected according to seniority within the individual ranks. In the ranks above police officer, when the accrued seniority in rank is equal, the determining factor shall be the member's seniority in the previous rank.

4:2.5 Vacation Scheduling

Vacation schedules shall be arranged by commanding officers and coordinated with the Chief's office. The Police Chief shall determine the number of members who may be granted vacation at a given vacation period.

4:2.6 Vacation Address

A report of a vacation address is required from a member or employee prior to approval.

4:2.7 Split Vacation

Split vacation periods may be granted to any member or employee of the department providing permission has been obtained from the Police Chief; however, once vacation periods have been assigned, they shall be completed without interruption unless it becomes necessary by reason of emergency, to suspend them.

4:2.8 Exchange of Days Off

When mutually agreeable, any two members may exchange days off but may do so only with the approval of their commanding officers.

4:2.9 Other Leaves

Employees are entitled to other leave as provided for in collective bargaining agreements, by law and by department policy and procedure, subject to approval of the schedule by the appropriate supervisor.

4:2.10 Sick Leave

Employees are entitled to sick days off pursuant to the appropriate collective bargaining agreements. Sick leave shall be utilized in conformance with departmental policy and procedure and current collective bargaining agreement.

4:2.11 Abuse of Sick Leave

Employees who take sick leave in violation of department policy and procedure shall be subject to disciplinary action.

4:2.12 Reporting Sick or Injured

Members and employees unable to report for duty because of sickness or injury shall make an immediate report to the desk officer in accordance and in the manner prescribed by department policy and procedure. If unable to report, a relative or other responsible person shall notify the desk officer in the aforementioned prescribed manner. Upon becoming available for active duty the member shall notify the desk officer return to duty status as per department policy and procedure.

4:2.13 Address of Confinement

Members and employees, when sick or injured, shall be responsible for notifying the desk officer as to their place of confinement or of any subsequent change in their place of confinement.

4:2.14 Sick or Injured on Duty

Members taken sick or injured on duty shall report the fact to their command and shall remain on duty until relieved, unless excused by a superior officer. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

4:2.15 Unauthorized Absence

Members or employees who absent themselves in an improper manner shall be subject to disciplinary action. Unauthorized absence occurs when members or employees:

A. Feign illness or injury; or

B. Deceive the town physician in any way as to their true condition; or

C. Are injured or become sick as the result of improper conduct or of intemperate, immoral, or vicious habits or practices; or

D. Violate any provisions concerning reporting of sickness or injury; or

E. Without proper notification and or authorization, Are not at home or at their place of confinement when visited by the department physician or superior officer.

4:2.16 Convalescent Time

In accordance with department policy and procedure, Any police officer on sick or injured leave will be confined to his home unless specifically excused by the town physician or if the town physician is not available, by the ranking superior officer at the time the request is made. If any police officer is on sick or injured leave for an extended time, the department, with the approval of the City's physician, has the right to place the officer on convalescent duty. This duty assignment will be at the discretion of the Police Chief.

4:2. 17 Secondary Employment

Employees may engage in secondary employment consistent with department policy.

4.2.18 Military Leave of Absence

A member or employee shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in field training. Members or employees going on military leave for field training must notify their commanding officer at least 30 days before the date their training period is scheduled to begin. They must also submit copies of their official military orders at least five days prior to the date they are to report for duty. Such leave of absence shall be in addition to the regular vacation allowed such member or employee. Members and employees of the department shall not enlist, re-enlist, or accept a commission in any Federal or State military organization without having made prior notification to the Police Chief.**(See N.J.S.A. 38:23-1).**

4:2.19 State or County Leave

4:2.19-1 Leave of Absence: State or County Agency.
Leave of absence without pay may be granted by the appointing authority with consent of the Police Chief, to a member or officer of a municipal police department or force, so that his services may be made available to the State or a County, or to a State or county department or agency. A request for a leave of absence shall be made in writing by the member or officer and the State or county, or the State or county department or agency, desiring his service, but no such leave of absence shall be used to displace an incumbent. This statute authorizes the Director of Police to grant or refuse to grant a leave

of absence to a police officer in order that the police officer render his services to another city department or city agency, governed by the applicable provisions of Title 40A of the New Jersey Statutes and **N.J.S. 11A:6-10**.

4:2.19-2 Limitation on Period of Absence: Extension

Any such leave of absence shall not be for more than one year, but may be extended, in the same manner as originally granted, but in the aggregate, shall not exceed five years. **See N.J.S.A. 40A:14-136.**

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4:2.19-3 Retention of Pension and Retirement Benefits

Neither membership in the municipal police department or force, nor pension or retirement rights shall be affected by such leaves of absence, but pension contributions shall be payable notwithstanding such leaves of absence. **See N.J.S.A. 40A:14-136.**

4:2.19-4 Rights on Resumption of Office, Position or Employment

Upon the expiration of any such leave of absence, the member or officer shall return to his original duties and resume his office, position or employment with the said department or force and be entitled to all salary adjustments, increments, seniority and pension rights, as if no leave had been granted. **See N.J.S.A. 40A:14-136.**

4.3 DEATH AND INJURY NOTIFICATIONS

4:3.1 Death or Serious Injury

When a member is killed or seriously injured on or off duty, his immediate supervisor will, as soon as possible, verbally notify the Police Chief. This will be followed by the immediate submission of a report of the facts. Information shall include the date, location, cause, extent of injuries and property damage. Serious injury in this instance means an injury which could result in death or disability.

4:3.2 Death of Member or Employee

Any member or employee who receives notice of the death of any member or employee of the department during regular business hours shall notify the Desk Officer. The Desk Officer shall then relay such information to the Police Chief and the commanding officer of the deceased.

4:3.3 Non-Serious Injury

In cases where the injuries are other than of a serious nature, a written report will be submitted prior to reporting off duty unless authorized by the supervising officer to defer same to a later date. The report shall include all information required above. These reports are in addition to those accident and sick reports otherwise required.

4:3.4 Notification of Family

The family of a member or employee killed or seriously injured on duty shall be personally notified by the highest ranking member available, who shall be accompanied by the police chaplain.

4.4 INTERNAL GRIEVANCES

The Police Chief or his designee shall recognize and deal with the members of the police department for the adjustment of any grievances which may arise in accordance with the current procedures agreed upon by the governing body and the Employee Union, and any grievance committee as established by the respective Union. The internal grievance procedure, along with any and all remediation or arbitration, shall be governed by the existing collective bargaining agreement between the City of Hoboken and respective Employee Union. Nothing contained in the section shall alter, amend, change, or affect any statutorily mandated right of appeal, including review of disciplinary matters.

4.5 SEPARATION FROM THE DEPARTMENT

4:5.1 Separation from the Department

Members and employees are required to surrender all department property in their possession upon separation from service. An individual who fails to return a non-expendable item upon separation from the Department will be required to reimburse the Department for the fair market value of the article as determined by the Chief of Police.

4:5.2 Suspension

Any member who is suspended shall immediately surrender his badge, firearm, I.D. card and all other department property to his commanding officer pending disposition of the case. Any employee who is suspended shall immediately surrender all department or municipal property in his possession to his commanding officer.

4:5.3 Resignation to be in Writing

All resignations of employees must be in writing and bear the signature of the person resigning. Employees shall provide the Chief of Police with no less than two weeks written notice. A member or employee who resigns without giving the required notice shall be held as having resigned not in good standing.

CHAPTER 5

DISCIPLINARY REGULATIONS

5:1 DISCIPLINARY ACTION

5:1.1 Disciplinary Action

Department members regardless of rank, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for violating their oath and trust by committing an offense punishable under the laws or statutes of the United States, the State of New Jersey, or municipal ordinances, or failure, either willfully or through negligence or incompetence to perform the duties of their rank of assignment; or for violation of any general order or rule of the Department; or for failure to obey any lawful instruction, order, or command of a superior or supervisory officer. Disciplinary action in all cases will be decided on the merits of each case. These rules and regulations, Department policy and the NJ Attorney General Guidelines shall govern disciplinary action investigation for internal investigations.

5:1.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such a basis for disciplinary action. Nothing in this manual prohibits disciplining or charging members or employees merely because the alleged act or omission does not appear herein, in the Department, or in laws and ordinances within the cognizance of the Department.

5:1.3 Corrective/Disciplinary Actions

In certain situations, formal discipline is not required in order to correct employee performance in various areas. Performance based issues may be corrected by using the following actions:

Training - Certain minor offenses may be handled through targeted training. Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances when corrective action (training) may be necessary.

☐ Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.

☐ Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.

☐ In-Service Training - The supervisor may refer the employee to an in-service training program.

Counseling - Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session on a performance notice. The final disposition notice regarding the discipline shall be filed in the employee's file.

5:2 PENALTIES

Providing a range of penalties is the cornerstone of the progressive disciplinary process, aimed at achieving the basic goals of instruction while addressing inappropriate behavior before minor problems escalate into major problems.
The following penalties may be assessed against any member or employee of the Department as disciplinary action:

A. Oral reprimand or performance notice

B. Written reprimand

C. Monetary fine

D. Suspension without pay

E. Loss of a promotional opportunity

F. Demotion

G. Discharge from employment

5:2.1 Misconduct or Inappropriate Behavior

The following are some general categories of misconduct and/or inappropriate behavior which is subject to departmental disciplinary action. This list is not exhaustive.

Crime: An illegal act that constitutes a violation of the criminal code.

Excessive Force: Use or threatened use of excessive force against a person.

Improper Arrest: Restraint of a person's liberty was unjust, improper, or violated civil rights

Improper Entry: Entry into a building or onto property was improper or excessive force was used against property to gain entry.

Improper Search: Search of a person or property was improper, unjust, violated department procedure, or violated individual civil rights.

Differential Treatment: Police action, failure to take action or method of action predicated upon irrelevant factors including but not exclusive to race, appearance, age, or sex.

Demeanor: Bearing, gestures, language, or other expression, communications, and actions of an inappropriate nature.

Serious Rule Infraction: Conduct such as insubordination, drunkenness on duty, sleeping on duty, neglect of duty, false statements, or malingering.

Minor Rule Infraction: Conduct such as untidiness, tardiness, faulty driving, failure to follow procedures.

5:3 DEPARTMENT AUTHORITY TO DISCIPLINE

Pursuant to NJSA 40A:14-118 and municipal ordinance, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the appropriate authority for the efficiency and day to day operations of the department. Pursuant to policies established by the appropriate authority, the Chief shall administer and enforce rules and regulations of the Police Department and any special emergency directives for the disposition and discipline of the Department and its members. The Chief is responsible to maintain the overall discipline of the department.

.Other supervisory personnel may take the following disciplinary measures

A. Oral Reprimand

A verbal admonishment given to a subordinate by a superior or supervisory officer. Written documentation is to be made and forwarded to the Chief of Police via the normal chain of command.

B. Written Reprimand

A written notice of misconduct (See **5:1.1**) given to a subordinate by a superior or supervisory officer. It is to be written on official Police Department letterhead and issued with the approval of the Chief of Police.

C. EmergencySuspension

Refer to **5:3.1.**

D. Written Recommendations for Other Penalties

Refer to **5:3.2**.

5:3.1 Immediate Suspension Pending Investigation and Disposition

In certain serious cases of officer misconduct, the agency may need to suspend the subject officer pending the outcome of the investigation and subsequent administrative or criminal charges. To effect an immediate suspension pending the investigation **at least one** of the following conditions must be met:

A. The employee is unfit for duty.

B. The employee is a hazard to any person if permitted to remain on the job.

C. An immediate suspension is necessary to maintain safety, health, order or effective direction of public service.

D. The employee has been formally charged with a first, second, or third degree crime.

E. The employee has been formally charged with a first, second, third, or forth degree crime or a disorderly persons offence committed while on-duty, or the act touches upon his or her employment.

Before the immediate suspension of an officer, the law enforcement executive or authorized person should determine which of those criteria apply. The decision whether or not to continue to pay an officer who has been suspended pending the outcome of the investigation rests with the law enforcement executive and appropriate authority, who should carefully consider all ramifications of these choices.

5:3.2 Reports of Disciplinary Action Taken or Recommended

Whenever disciplinary action is taken or recommended (except for performance notices), a written report must be submitted immediately containing the following information:

A. The name, rank, badge number, and present assignment of the person being disciplined and his/her signature of notification.

B. The date and time of the misconduct and location.

C. The section number of the violated rule and common name of the infraction.

D. A complete statement of the facts of the misconduct.

E. The punishment imposed or recommended.

F. The written signature, badge number, and rank of the preparing officer and his/her position in relation to the member being disciplined.

5:3.3 Informing the Person Being Disciplined

The member or employee being disciplined shall be informed of the charges, in writing, as provided by N.J.S.A. **40A-14-147**.

5:3.4 Appeals from Penalties

Appeals from penalties imposed as disciplinary measures, may be taken as provided in N.J.S.A. **40A-14-147** to **151** inclusive, and the City ordinances.

5:3.5 Misconduct Observed by Police Personnel

Whenever any commanding or supervisory officer observes or is informed of the misconduct of another member or employee, which indicates the need for disciplinary action, he/she shall take authorized and necessary action in compliance with sections **5:3.2.** and **5:3.6** of the Manual.

5:3.6 Investigators Authority

Investigators assigned to a complaint are the direct representatives of the Chief and as such, shall receive the cooperation of all members of the Department while conducting their investigations. The sole responsibility of the investigator shall be the gathering of all the facts regarding the allegations. In so doing, he/she must be objective and thorough when submitting his/her report. His/her opinions, conclusions or personality shall not be interjected into the case. By adhering to the foregoing principles, the case can be concluded with optimum fairness for all persons concerned.

5:3.7 Immediate Suspension

The Chief of Police shall have the option to suspend personnel or a member of the Department and will act in accordance with N.J.S.A. 40A:14-149.1, regarding the suspension of an officer.

5:3.8 Citizens' Complaints Against Member or Employees.

A citizen who has a complaint, expects action. All complaints shall be accepted in a courteous, understanding and professional manner as per department policy and in accordance with the Attorney General's Guidelines regarding the Internal affairs function. The utilization of the department "Citizen Complaint Form" will ensure proper information will be procured in order to further the appropriate investigation.

Chapter 6

DISCIPLINARY CODE

6.1 DISCIPLINARY CODE

6:1.1 The offenses herein shall guide the Appropriate Authority and Police Chief in administering fair and uniform penalties for violations of Police Department Rules of Conduct.

6:1.2 [Reserved]

6:1.3 Offenses not included in the following list shall result in penalties similar to those specified for similar offenses of comparable seriousness.

6:1.4 Repeated violations of the rules of conduct shall be indicative of a member's disregard of the obligations of all members and shall be cause for dismissal. This shall apply regardless of the severity of the offenses, regardless of any reckoning period, and regardless of whether these violations are of the same type.

6:1.5 Suspension, Fine and Demotion for Disciplinary Purposes. The Appropriate Authority may suspend without pay, or with reduced pay, fine or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for other sufficient cause.

6:1.6 Causes for Removal. Acts or omissions, which are reasonably encompassed within standards A thru L, shall provide, upon a finding of guilt at a department disciplinary hearing, sufficient prima facie evidence to establish justifiable cause for termination from the service; irrespective as to whether or not the member had previously violated said standard. Relevant standards are as follows:

A. Neglect of Duty

B. Incompetency or inefficiency

C. Incapacity due to mental or physical disability

D. Insubordination or serious breach of discipline

E. Intoxication while on duty

F. Chronic or excessive absenteeism

G. Disorderly or immoral conduct

H. Willful violation of any of the provisions of the Civil Service statutes, rules, or regulations or other statutes relative to the employment of public employees

I. Conviction of a crime in a criminal court

J. Negligence of, or willful damage to public property or waste of public supplies

K. Conduct unbecoming an employee in the public service

L. The use or attempt to use one's authority or official influence to control or modify the political action of any person

Members found incapable of performing their required duties due to a perceived medical and/or psychological impediment, shall be seen by a qualified medical professional designated and paid for by the City of Hoboken. The subsequent evaluation and findings shall be utilized in the determination of the member's fitness for duty.

6.2 SPECIFIC RULES, CHARGES AND PENALTIES

The following is a list, **not exhaustive,** of rules, charges and disciplinary actions which may be taken against members. Infractions not specifically cited within this section may be cited from sections found within the Department Rules and Regulations Manual. This list is only a guide and progressive discipline may be bypassed as set forth in the N.J.A.C., the Civil Service Commission, and case law.

6:2.1 Accepting bribes or gratuities for permitting illegal acts.

Penalty: Suspension to Removal (Including demotion)

6:2.2 Failure to report, in writing, offers of bribes or gratuities to permit illegal acts.

Penalty: Suspension to Removal (Including demotion)

6:2.3 Involved in a crime of moral turpitude that negatively affects the operation of the department.

Penalty: Suspension to Removal (Including demotion)

6:2.4 Knowingly and willfully making a false entry in any departmental report or record.

Penalty: Suspension to Removal (Including demotion)

6:2.5 Idle conversation with known illegal gamblers while on or off duty.

Idle conversation by a member of this department with a party which the member knows, or reasonably should have known, as being involved in illegal wagering is prohibited while on or off duty.

Penalty: Oral Reprimand to Suspension

6:2.6 Association with known convicted criminals while on or off duty.
Association by a member of this department with a party which the member knows, or reasonably should have known, is a convicted criminal is prohibited whether on or off duty.

Penalty: Oral Reprimand to Suspension

6:2.7 Associating, Fraternizing, or Business transactions at any time, or in any manner whatsoever with known criminals or persons engaged in unlawful activities.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.8 Participating in illegal games of chance or illegal gambling while on duty.

Penalty: Suspension to Removal (Including demotion)

6:2.9 Fighting or Quarreling with members of the department as prescribed in this code.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.10 Soliciting for Attorneys, Bondsmen or other business persons or firms.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.11 Using rude or insulting language or conduct offensive to the public.

Penalty: Oral Reprimand to Suspension

6:2.12 Publicly criticizing the official action of a Superior Officer.

Penalty: Oral Reprimand to Suspension

6:2.13 Odor of Alcoholic beverage on breath while on duty.
Any Officer who refuses to submit to an alcohol test based on reasonable suspicion will be met with severe discipline up to and including Removal (See Sec.6.5.16).

Penalty: Suspension to Removal (Including demotion)

6:2.14 Failure to recognize and satisfy any just debts which negatively affects the department.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.15 Repeated violations of Departmental Rules & Regulations, or any other course of conduct indicating that a member has little or no regard for his responsibility as a member of the Police Department.

Penalty: Suspension to Removal (Including demotion)

6:2.16 Conduct subversive of good order and the discipline of the Department.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.17 Intoxication on duty.
Any Officer who refuses to submit to an alcohol test based on reasonable suspicion will be met with severe discipline up to and including Removal (See Sec.6.5.16).

Penalty: Suspension to Removal (Including demotion)

6:2.18 Intoxication off duty--in Uniform.

Penalty: Suspension to Removal (Including demotion)

6:2.19 Intoxication off duty, not in Uniform which negatively affects the department.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.20 Intoxication off duty, not in Uniform and arrested.

Penalty: Suspension to Removal (Including demotion)

6:2.21 Refusal to obey proper orders from a Superior.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.22 Using profane or insulting language to a Superior officer.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.23 Failure to take police action when necessary, at any time, in or out of uniform, and/or failure to make a written report of same to commanding officer.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.24 Asleep on Duty.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.25 Absence without leave for less than five (5) consecutive working days.

Penalty: Suspension to Removal (Including demotion)

6:2.26 Failure to properly supervise subordinates; or to prefer disciplinary charges; or to take other appropriate disciplinary action.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.27 Failure to comply with the Chief's orders, directives, regulations, etc., oral and written, and also those of superiors and supervisors.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.28 Failure to conduct a proper, thorough, and complete investigation.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.29 Failure to report as witness when duly notified or subpoenaed.

Penalty: Written Reprimand to Demotion (Including Suspension)

6:2. 30 Allowing prisoner to escape through carelessness or neglect.

Penalty: Suspension to Removal (Including demotion)

6:2.31 Failure to thoroughly search for, collect, preserve, and identify evidence; or persons property, and locations in any arrest or investigation.

Penalty: Written Reprimand to Demotion (Including Suspension)

6:2.32 Failure to remove key from patrol car when unattended.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.33 If stolen due to above.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.34 Failure to properly care for assigned equipment and vehicles, damaging same due to neglect.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.35 Failure to take appropriate action concerning illegal activity, including vice conditions and/or to make a written report of the same to commanding officer.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.36 Neglect of Duty

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.37 Giving a verbal or written report of any incident, to media or civilians, without approval of the commanding officer.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.38 No officer, while on duty, shall be found in any alcoholic beverage licensed establishment, for reasons other than police related duties, without justifiable cause. Justifiable cause may consist of, but is not limited to, the following: Meal break, personal necessity or other reasonable necessity.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.39 Possession of alcoholic beverages on the person in police vehicle or on any police property, not duty required or authorized.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.40 Failure to be home without legitimate reason after reporting sick.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.41 Failure to follow department procedures for the handling of evidence, personal effects and all other property taken into custody.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.42 Improper use, handling or display of firearms.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.43 Failure to submit properly written required report within a reasonable or prescribed period of time as per regulations.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.44 Operating private auto on duty without authorization.

Penalty: Oral Reprimand to Suspension

6:2.45 Failure to carry badge, firearm and other required equipment when on duty.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.46 Unexcused tardiness.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.47 Changing residence or telephone number without giving prompt and proper notification.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.48 Unauthorized persons in radio car.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.49 Untidy appearance and dress while in uniform.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.50 Not in full prescribed uniform.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.51 Communicating or imparting confidential police information either in writing or verbally to unauthorized persons.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.52 Failure to give prescribed identification when answering telephone.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.53 Refusal to give name and badge number when properly requested.

Penalty: Oral Reprimand to Demotion (Including Suspension)

6:2.54 No one shall, prior to written approval of the Police Chief or his representative designated for that purpose, appear to give testimony as a character witness for any defendant in a criminal trial or inquiry.

Penalty: Written Reprimand to Demotion (Including Suspension)

6:2.55 Willfully, damaging police department property and/or equipment.

Penalty: Suspension to Removal (Including demotion)

6:2.56 Interference with police radio broadcasting and tampering with police radio.

Penalty: Suspension to Removal (Including demotion)

6:2.57 Removing official documents from the department without permission, creating the risk of potential harm or detriment to public safety and/or the department.

Penalty: Oral Reprimand to Removal (Including Suspension and Demotion)

6:2.58 Unauthorized press releases and statements.

Penalty: Oral Reprimand to Suspension

6:2.59 Failure of members and employees to remain at their assignments and on duty until properly relieved by other members or employees or until dismissed by competent authority.

Penalty: Written Reprimand to Removal (Including Suspension and Demotion)

6:2.60 Failure to possess and maintain a current and valid New Jersey State vehicle operator's license

Penalty: Written Reprimand to Demotion (Including Suspension)

6:2.61 Failure to properly patrol post or zone; unauthorized absence of assignment; failure to respond to radio calls; idle conversation or loafing.

Penalty: Written Reprimand to Demotion (Including Suspension)

6.3 DEPARTMENT DISCIPLINARY HEARINGS (MAJOR DISCIPLINE)

Whenever an internal investigation establishes probable cause that a member is guilty of violating a departmental rule or regulation, or a violation of the N.J.A.C having a penalty imposed which is to be greater than a (5) five working day suspension, a Preliminary Notice of Disciplinary Action form shall be prepared by the proper authority and personally served upon the respective member.

6.3.1 The Preliminary Notice of Disciplinary Action Form shall contain:

A. The bureau and department instituting the action.

B. The name, address and title of the member against whom the action is being instituted.

C. The charges (rules and regulations and/or N.J.A.C.) allegedly violated.

D. Specification of the alleged facts upon which the charges are based.

E. Notification as to whether the member is suspended pending the determination of the hearing.

F. The time, date and place at which the hearing is scheduled to be held.

G. The penalties to which the member is being exposed as a result of the alleged charges.

H. The signature of the Appointing Authority or his designee.

6.3.2 Every effort should be made to hear the matter within (30) thirty days of the PNDA service.

6.3.3 Every member formally charged with the violation of a department rule or regulation, or N.J.A.C., shall have the opportunity to testify in his own defense, produce relevant evidence in support of his defense, produce competent witnesses to testify to relevant matters in support of his defense and cross-examine any witness who has testified against him.

6.3.4 The individual hearing the complaint shall be referred to as the hearing officer.

6.3.5 In order that all parties may be afforded a fair and equal opportunity to be heard and that the Hearing Officer may be completely informed in the matter and enabled to render a proper determination based on all the facts and applicable laws and rules, all hearings shall be conducted in an informal manner, without reference to any formal rules or procedure.

6.3.6 The Hearing Officer may, at his discretion, clear the hearing room of all persons, including witnesses not under examination or testifying. When the evidence pertains to scandalous or indecent conduct of any sort, or is such that its public disclosure would not be in the best interest of the public and might do irreparable harm to any person or persons not a party to the hearing, the Hearing Officer may exclude all persons not having a direct interest in the matter being heard.

6.3.7 The Hearing Officer shall admit all testimony having reasonable, probative value, but shall exclude immaterial, irrelevant or unduly cumulative testimony.

6.3.8 He shall give effect to the rules of privilege as provided by law.

6.3.9 The member is presumed innocent and the burden of proof is upon the bureau or division to prove the member's guilt by a preponderance of the credible evidence presented during said hearing. All hearings may (in the discretion of the respective hearing officer) be recorded by:

A. A certified shorthand report.

B. Stenographers, duly sworn to make an accurate stenographic recording of the proceeding.

C. Sound recording device to be operated under the supervision and direction of the Hearing Officer.

6.3.10 After considering all the evidence in support and in defense of the particular charge of misconduct, the respective Hearing Officer shall consider same and render his verdict as soon as practical thereafter.

6.3.11 Although the verdict may be verbal at the time of the hearing, the determination must be reflected upon a Final Notice of Disciplinary Action (FNDA) which must be served upon the respective member as soon as practical after the termination of said disciplinary hearing, and transmitted to the Civil Service Commission.

6.3.12 Although the verdict shall be rendered in the manner referred to above, where the sentence or penalty is in excess of five (5) days suspension without pay, or its monetary equivalent, said sentence or penalty shall not be imposed or carried out until the time for filing of an appeal as provided in 6.3 has elapsed.

6:4 APPEAL PROCEDURES

6:4.1 Appeal according to Civil Service Rules and Regulations

A. Any member of the Department who has been tried and convicted upon disciplinary charges may appeal to the New Jersey Civil Service Commission.

B. Such appeal shall be obtained by serving a written notice of an application therefore upon the officer or board whose action is to be reviewed within twenty (20) days after written notice to the member of the conviction. The officer or board shall transmit to the court a copy of the record of such conviction, and of the charge or charges for which the member was tried.

6:4.2 Minor Discipline

Minor discipline appeals, when applicable, shall be provided through the grievance procedure outlined within the current collective bargaining agreement between the City of Hoboken and respective PBA or PSOA Local.

6.5 MEMBERS' RIGHTS DURING DEPARTMENTAL INVESTIGATIONS AND DISCIPLINARY HEARINGS (MAJOR DISCIPLINE)

6.5.1 Other than the official findings and attendant penalties, every internal investigation and subsequent departmental hearing shall be considered privileged and confidential information and same shall not be made public and/or released to any non-governmental agency.

6.5.2 No member shall be found guilty of violating a department rule or regulation unless the Hearing Officer finds that a preponderance of credible evidence substantiates the specific charges of the particular case.

6.5.3 Although the department can utilize any form of investigative procedure pursuant to an internal investigation which is fair and reasonably calculated to achieve its objective, the nature or utilization of same must not violate the basic concepts and substantive due process of law.

6.5.4 All questions and investigative efforts must be limited to the investigations of matters in which the department has a legitimate interest Accordingly, questions must be specifically, directly and narrowly related to the performance of the member's official duties.

6.5.5 Although cooperation of a member is demanded under threat of disciplinary action (including job forfeiture) said member shall not be questioned or subjected to investigative efforts under circumstances which would render such

statements void as being coerced. Prolonged interrogation, threats of force, hostility, or over aggressiveness by interrogators shall render any statement or member' s response void for all purposes.

6.5.6 Exclusive of normal reporting duties incidental to the performance of official duties, no member shall be expected to answer questions or submit to other forms of investigative efforts until he is advised of the following:

A. Whether he is being questioned or required to submit to investigative efforts as a suspect or witness.

B. The identity of his interrogator as well as the identity of all persons present at the time of the interrogation.

C. The nature of the investigation and facts sufficient to apprise the member of the existing allegations.

6.5.7 All questioning or other investigative efforts shall be completed with reasonable dispatch and, where practical, said member should be made as comfortable as possible so as not to offend the concepts of procedural and substantive due process of law.

6.5.8 Under circumstances where the alleged violation of department rules and regulations involve or could possibly involve criminal prosecution, the member shall be advised of his constitutional right against self-incrimination (Miranda Warning) which he may invoke with respect to possible criminal prosecutions. However, he must respond with respect to the "Administrative' subject matter of the inquiry.

6.5.9 All evidence obtained as a result thereof accordingly could not be used in a subsequent criminal prosecution, but would be admissible during a departmental disciplinary hearing.

6.5.10 No questioning or other investigative effort shall be initiated arbitrarily for personal or other reasons that are unrelated to the maintenance of departmental efficiency or integrity.

6.5.11 No suspension without pay (in excess of six (6) months) shall be imposed as a disciplinary penalty.

6:5.12 A formal charge must be filed against a member within a reasonable, not to exceed 45 days, time after which the existence of the alleged or suspected misconduct is made known, or should have been made known, to the Department of Police.

6.5.13 Every member shall be entitled to legal counsel or union representation during the investigative stages of an internal investigation; once the member has received notice, or reasonable believes, that he/she is the target of the investigation. Further, every member when charged with a violation of this department's rules and regulations and during the conduct of a disciplinary hearing is also entitled to legal counsel or union representation.

6.5.14 At no time during an internal investigation, shall any member be subjected to offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

6.5 15 No member shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such test may be given, however, if requested by the member.

6.5.16 A member may be ordered or asked to submit to a blood test, a breathalyzer, or any other test to determine the percentage of alcohol or drugs in the blood for any reason except as otherwise provided by specific statutory law. Such tests must be given if requested by the member. Police Officers who are the subjects of internal investigations may be compelled to submit to various physical tests or procedures to gather evidence. Evidence Rule 503 (a) states that "No person has the privilege to refuse to submit to examination for the purpose of discovering or recording his corporal features and other identifying characteristics or his physical or mental condition...." Evidence that may be obtained or procedures that may be used to obtain evidence under this rule include:

A. Breath Sample
B. Blood Sample
C. Buccal Swab
D. Requiring subject to speak
E. Voice Recordings
F. Participation in a lineup
G. Handwriting samples
H. Hair and saliva samples
I. Urine specimens
J. Video Taping
K. Field sobriety tests

Officers that refuse to perform or participate in a lawfully ordered physical test can be disciplined for their refusal to do so.

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO GILSANZ MURRAY STEFICEK LLP FOR SERVICES AS STRUCTURAL CONSULTANTS FOR THE 911 MEMORIAL, IN AN INCREASED AMOUNT NOT TO EXCEED $10,000.00.

WHEREAS, the City urgently requires the continued professional services of structural engineering consultants for the 911 Memorial, and although the total cost of said services is $10,000.00, the total payable amounts over the previous 12 months for this firm are above the Fair and Open threshold; and,

WHEREAS, pursuant to the recommendation of the City's purchasing agent, attached hereto, the Administration now seeks authorization of a contract award of the Council for said services, and the Pay to Play documentation has all been completed and submitted and is in compliance with applicable law for this vendor; and,

WHEREAS, certification of funds is available as follows:

> I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $10,000.00 is available from T-03-40-000-015 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.
>
> Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the full council voting in the affirmative) by the City Council of the City of Hoboken as follows:

A. This resolution awards a contract to Gilsanz Murray Steficek LLP for professional structural consultation services for the 911 memorial in accordance with their proposal, attached hereto.
B. If the contract amendment, 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 proposal, as requested by the Administration.
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.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract; and,

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

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall be published in accordance with the Fair and Open publication requirements, and thereafter shall take effect immediately as allowed by law.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
T-03-40-000-015 Reserve Sept 11th Memorial	Encumbrance	CFO CERT FOR MEETING 08/05/2015	10,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
TRUST FUND & OTHER	T-03	0.00	0.00	0.00	0.00	0.00	10,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	10,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	10,000.00
Total:	1	10,000.00

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	10,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 10,000.00 Ref Num: 3643

GILSANZ . MURRAY . STEFICEK . LLP

Structural Engineers and Building Envelope Consultants
619 River Drive Center 1 . 2nd Floor
Elmwood Park . NJ . 07407
Tel 973 . 273 . 0077
Fax 973 . 273 . 0117
www.gmsllp.com

July 6, 2015

Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

RE: **Hoboken 9-11 Memorial –Structural Feasibility Study – Additional Fee Request**
GMS Project No. 14708

Mr. Wiest:

As we previously discussed via e-mail, we are requesting that you allocate an additional **$5,000** in fees on order for us to continue our structural feasibility study of the Hoboken 9-11 Memorial.

The additional fees are required to evaluate the latest design proposed by the Project Architect, Demetri Sarantitis, which we received on June 16, 2015.

We will continue to provide our service in accordance with the terms and condition contained in our previous agreement of December 17, 2014 (attached). Per that agreement, we will bill our services on a time-card basis.

Please indicate your acceptance of this request by signing below and returning this document to me via e-mail anthony.pagnotta@gmsllp.com .

If you have any questions or require additional information, please call me directly. Cell 646-334-1213.

Best Regards

Anthony J. Pagnotta, PE
Partner

Accepted and Agreed to:

For: **City of Hoboken** **Date**

GILSANZ . MURRAY . STEFICEK . LLP

Structural Engineers and Building Envelope Consultants
619 River Drive Center 1 . 2nd Floor
Elmwood Park . NJ . 07407
Tel 973 . 273 . 0077
Fax 973 . 273 . 0117
www.gmsllp.com

CONSULTING AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Consultant:	**Gilsanz Murray Steficek, LLP** **Attn: Anthony Pagnotta** **619 River Drive Center 1, 2nd Floor** **Elmwood Park, NJ 07407** **973-273-0077** **FAX 973-273-0117**
Client:	**City of Hoboken** **Attn: Quentin Wiest** **Business Administrator** **94 Washington Street** **Hoboken, NJ 07030** **Phone: 201-420-2059** **Mobile: 201-420-9513** **qwiest@hobokennj.gov**
Date:	**December 17, 2014**
Proposal Number:	**P14-1356**
Project Name/Location:	**Hoboken 9-11 Memorial – Structural Feasibility Study** **Hoboken, NJ**

I. Scope/Intent/Extent of Services:

The City of Hoboken (Client) has requested **GMS (Consultant)** to provide structural engineering services in connection with the above captioned project.

The project involves the construction of 9-11Memorial in Hoboken, NJ. The current design calls for a series of free standing, 2 ft. wide by 7 ft. tall glass panels, to be vertically positioned on end and arranged in a linear pattern as shown in the attached diagram. It is our understanding that the glass panels have already been purchased by the City of Hoboken for use in a previous memorial design which has since been abandoned.

GMS has been asked to conduct a structural feasibility study to see if the purchased glass panels can be incorporated into current design. The study will also address the foundation and anchorage requirements at the base of the panels. This proposal is based on information, drawings and other documentation received from the City of Hoboken, and subsequent teleconferences, on or before December 5, 2014

Services to be Provided:

1. Review available drawings relative to the proposed structure and materials, as provided to GMS by others.

2. Review the governing building code to determine the minimum design loads that the structure would need to resist.

3. Perform a preliminary analysis of the proposed glass panel system and arrangement. The intent of the analysis will be to determine the loads imposed on, and stresses developed within, the panels, anchorages, and foundations.

4. Prepare a brief report of our findings regarding the feasibility of using the glass panels in the proposed application, and a general description of the required anchorage and foundation systems.

   Foundation Note: In the absence of a geotechnical report of the subsurface conditions at the site (by others), it will be assumed that the structure can founded on shallow spread footings with an allowable bearing capacity of 3,000 pounds per square foot (PSF). If it is later determined that the bearing capacity is less than the assumed value, or that a deep foundation system, such as piles or caissons is required, additional analysis and study will be required.

II. Fee Arrangement:

A. For the services described services in Section I. above, the Consultant will charge all services on a timecard basis in accordance with the attached terms and conditions.

At this time we recommend that you budget **$10,000** for the scope of work described above. This estimate may need to be increased depending on our initial findings; however, we will not exceed that amount without your prior approval.

B. For any additional work required beyond the scope of work described in Section I., above, the Consultant will charge all personnel costs on a time card basis. The all-inclusive hourly rates are per the rate schedule in Article **III. B**.

C. Reimbursable Expenses shall include only those listed in Article **III. D.**, below.

This agreement consists of six (6) pages that include Terms and Conditions.

Please indicate your acceptance of this agreement by signing in the appropriate place below and returning it to our office. Retain a copy for your files.

Accepted and Agreed to:

For: **City of Hoboken (Client)** **Date**

For: **Gilsanz Murray Steficek, LLP (Consultant)** **Date**

Attachment: Sketch "Hoboken September 11 Memorial – Alternate Proposed Design"
Received 12/5/14

III. TERMS AND CONDITIONS: The Consultant shall perform services outlined in this agreement for the stated fee arrangement and in accordance with the following terms and conditions.

A. Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of their services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

B. Fee: The total fee, if stated, shall be understood to be an estimate and shall not be exceeded by more than ten percent (10%) without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. The project personnel rates for 2014, inclusive of all payroll costs, taxes, benefits and project overhead are as follows: Partner: $300/hour; Principal: $275/hour; Associate Partner: $225/hour; Associate: $200/hour; Project Engineer: $175/hour; Project Manager: $175/hour; Senior Engineer: $150/hour; Senior Architectural Designer: $150/hour; Senior Inspector: $150/hour; Engineer: $125/hour; Architectural Designer: $125/hour; Senior Drafter: $125/hour; Inspector: $100/hour; Drafter: $100/hour; Technician: $100/hour; Administrative: $80/hour. These rates are adjusted periodically. Our rate for services in connection with time spent in expert testimony, deposition and in court matters is 1.5 times our standard hourly rates. Our rate for site visits and inspections performed on weekends and holidays, or outside of weekday hours of 7AM – 6PM, is 1.5 times our standard hourly rates. Our rates for inspections cancelled within 24 hours of schedule, will be billed for two hours minimum.

C. Administrative Expenses: If the Client requests invoices and/or administrative procedures (i.e.: invoice formats, additional copies of the invoices and/or account statements, etc.) different from the standard procedures of the Consultant, the Consultant will bill the client on a time card basis according to the time card rates of the administrative staff.

D. Reimbursable Expenses: In addition to the Consultant compensation, listed above, the Consultant is to be reimbursed for expenditures made by the Consultant specifically for the project, such as: transportation, reproduction of documents, photography, long distance telecommunications, shipping, postage, messenger or courier service or other similar expenses. Our billings for the reimbursable expenses outlined above shall be marked up ten percent (10%).

E. Billings/Payments: Invoices for the Consultant's services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 90 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices.

F. Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of the Consultant. In the event that any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

G. Proposal and Project Time Periods: The fee quoted is only valid if this proposal is signed and returned with the retainer within 30 days of the date of the proposal. The fee is predicated on a timely execution of the project. The fee stated is for work on the project through December 2014. Any time required on the project after that date will be on a timecard basis, with the hourly rates in effect at that time.

H. Geotechnical conditions: If required by the Consultant, the Client shall authorize and pay for all costs associated with the preparation of a Geotechnical report by a qualified geotechnical engineer. The report may need a soil exploration program that includes soil borings, exploration pits, samples, etc. The report will define the subsoil conditions, provide recommendations for foundation types, including bearing pressures, estimated settlements, seismic coefficients and other geotechnical information which the Consultant requires for specific project conditions.

I. Hidden Conditions and Hazardous Materials: A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Consultant has reason to believe that such condition may exist, the Consultant shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Consultant has no reason to believe that

such a condition exists, the Client is responsible for all risks associated with this condition, and the Consultant shall not be responsible for the existing condition nor any resulting damages to persons or property. The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

J. Loss Allocation: It is agreed that the Consultant's liability to the Client for Consultant's professional negligent acts, errors or omissions, shall not exceed three (3) times the total fees paid to the Consultant or $100,000, whichever is less.

K. Termination of Services: This agreement may be terminated by the Client or the Consultant without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

L. Filing of Documents: The Consultant is not responsible for the preparation, filing, or delivering to governmental agencies, forms or documents to obtain construction permits, variances, or Certificates of Occupancy.

M. Ownership of Documents: All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor.

N. Consequential Damages: Client and Consultant each agree to waive any claim of consequential damages against each other.

O. Applicable Laws: All matters arising out of, or relating to, this agreement shall be decided by mediation. If parties cannot come to terms at mediation, it must be followed by litigation. Unless otherwise specified, this agreement shall be governed by the laws of the State of New York.

P. Professional Credit: All press releases, public announcements, articles and publications issued by the Client with references to work completed hereunder shall credit GMS as the Structural Engineer/Curtainwall Consultant. GMS shall be permitted to publicize its involvement in this project. The Client shall not unreasonably withhold access to and use of photographs of the work completed hereunder.

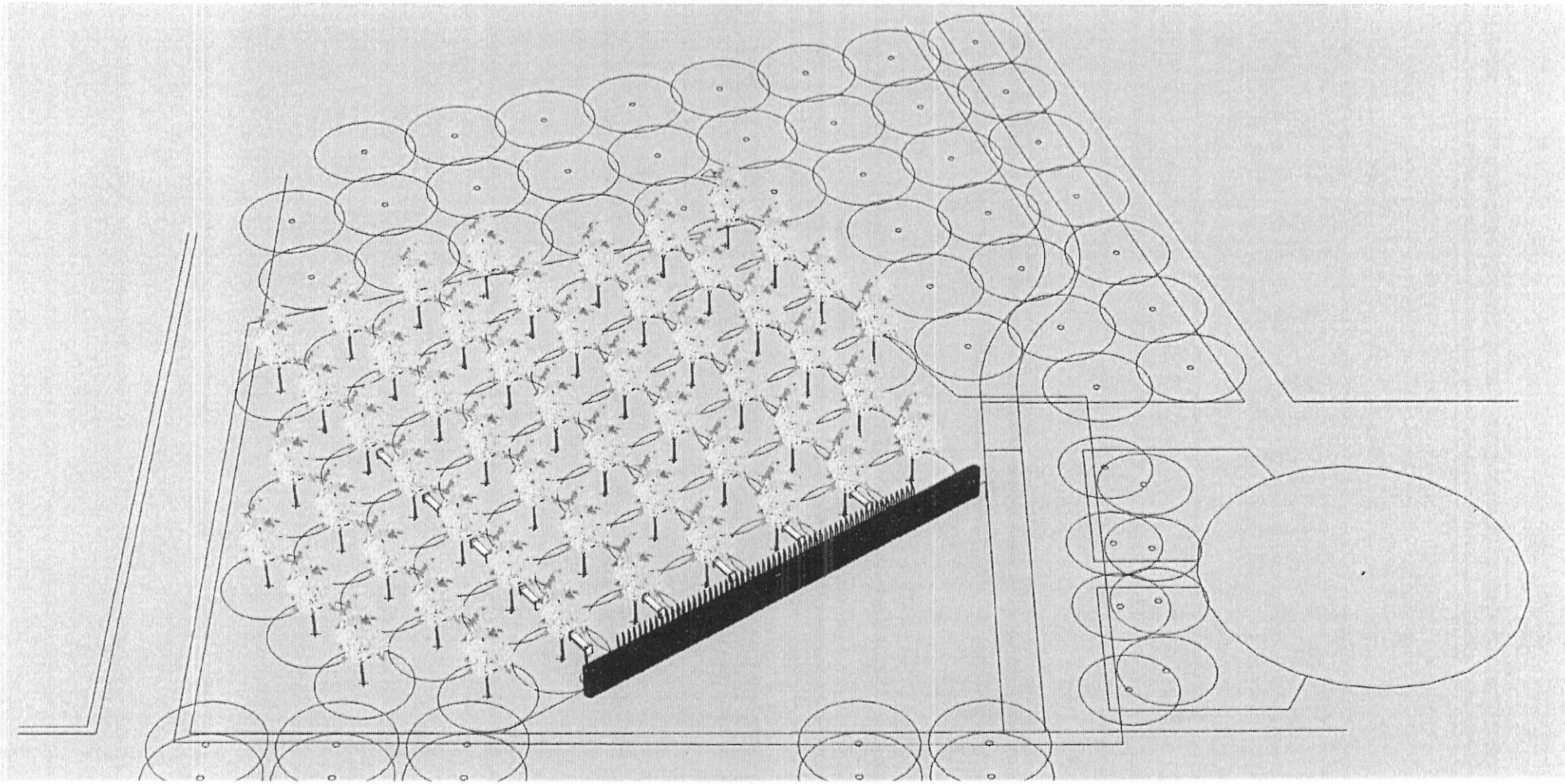
Q. Limitations: The Consultant shall not have control or charge of, shall not supervise, and shall not be responsible for, the Client's, Owner's or Contractor's construction means, methods, techniques, sequences or procedures, for the Client's, Owner's or Contractor's safety precautions and programs in connection with the work, or for failure of any contractor or subcontractor retained by the Client and/or Owner, and/or other third party to carry out the work in accordance with the contract documents, or for the acts or omissions of the Client, its affiliates, and their principals, employees, agents, contractors and subcontractors or any other persons or entities performing portions of the work for the Project. The Consultant's observations of the work, if any, shall not at any time constitute direct control or supervision of activities of the Client, Owner, any Contractor or Sub-contractor and/or any other third party.

R. Waiver of Subrogation. The Consultant and Client waive all rights against each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other for any and all damages, judgments, injuries, losses, costs, claims or related expenses to the extent covered by any applicable Insurance Policy or Policies obtained pursuant to any Agreement between Client and Consultant or any other insurance applicable to the Work or Project. The Consultant or Client, as appropriate, shall require of any Architect, Project Manager, Owner, Separate Contractors, Subcontractors and Sub-subcontractors by appropriate Agreements, Proposals and/or Contracts, in writing where legally required for validity, similar waivers each in favor of all other parties enumerated in this paragraph.

S. Indemnification. To the fullest extent allowed by law, Client shall be liable to and hereby agrees to indemnify, hold harmless and defend GMS, its agents, officers, directors, members and employees from and against any and all actions, claims, damages, losses, expenses and liabilities including, without limitation, attorneys' and other professionals' fees and disbursements, arising out of, resulting from or related to the project for which GMS is providing services for Client. This indemnification includes, but is not limited to, any claim brought against GMS or Client by any third party, relating in whole or in part to GMS's performance of services on the subject project. This indemnification shall extend to any claimed infringement of any copyright, patent or trademark arising out of the use of any drawings or specifications or other documents furnished pursuant to this Agreement. This indemnification by

Client shall not be limited by the amount or type of payments, compensation, or benefits payable by or for GMS under any insurance policy, Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. However, this indemnification does not apply if the damage, judgment, injury, loss, cost, claim, or related expense is caused by the sole negligence of GMS; in such event, GMS will not be entitled to be indemnified by the Client. Client shall ensure that any agreement it enters into with any Contractor or other consultant contains indemnification language as set forth herein, requiring such Contractor or other consultant to indemnify GMS and hold it harmless from and against any and all actions, claims, damages, losses, expenses and liabilities including, without limitation, attorneys' and other professionals' fees and disbursements, arising out of or resulting from the performance of such Contractor's or other consultant's services for Client or its breach of any of the provisions of its agreement with Client. The obligations set forth herein shall survive termination of the Agreement.

T. Insurance. Client shall at all times during the period in which this Agreement is in force and effect provide and maintain, inter alia, Comprehensive General Liability insurance with limits of not less than $1 million, and shall require each of its Contractors and other consultants to maintain the same coverage in the same amounts specified herein. Such insurance shall name GMS as an additional insured and shall be in a form and by insurance companies acceptable to GMS. All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of New York. Client shall furnish proof of such insurance in the form of the Declarations page and/or an endorsement to the policy. Client and Consultant waive all rights of subrogation against each other. Client shall require similar waivers from all Contractors and other consultants. Client's insurance shall respond on a primary basis without contribution from any other insurance maintained by Consultant.



Hoboken September 11 Memorial - Alternate Proposed Design

RECEIVED 12/5/14

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 10, 2015

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

From: AL B. Dineros

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

Contract For:	Hoboken 9 – 11 Memorial – Structural Feasibility Study
Contract to be awarded to:	Gilsanz Murray Steficek, LLP
Contract Period:	Upon completion of the project – no later than Dec 31, 2015

CERTIFICATION

I hereby certify that the estimated amounts of the contracts to be awarded exceed $17,500.

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

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

Certified Date: 7/10/2015

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO RICH PICERNO BUILDERS FOR THE PROVISIONS OF SPRAYGROUND AT LEGION PARK IN ACCORDANCE WITH THE CITY'S BID NO. 15-14 IN THE TOTAL NOT TO EXCEED AMOUNT OF $141,375.00.

WHEREAS, bids were received for the Sprayground at Legion Park, as specified in Bid Number 15-14; and,

WHEREAS, five (5) bids were received, the lowest three (3) being:

VENDOR		BID
1. Max Adamo Construction, Inc Ridgefield, NJ	Base Bid: Alt Bid A: Total Bid:	$89,750.00 $38,550.00 $128,300.00
2. Picerno-Giordano Construction Kenilworth, NJ	Base Bid: Alt Bid A: Total Bid:	$125,550.00 $15,825.00 $141,375.00
3. Ray Palmer Associates, Inc. Dover, NJ	Base Bid: Alt Bid A: Total Bid:	$117,000.00 $32,006.50 $149,006.50

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services specified in Bid No. 15-14, and the lowest bidder's proposal included significant calculation errors, therefore Rich Picerno Builders submitted the lowest, responsible and responsive bid in the amount of $141,375.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $141,375.00 is available in the following appropriations:

C-04-60-715-214	**$80,000.00**
C-04-60-713-110	**$29,355.28**
T-26-56-850-852	**$32,019.72**

; 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 as follows:

A. This resolution awards a contract as heretofore stated.

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. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			/
Elizabeth Mason				/

David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

James J. Farrin

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-214 Z-361 Renovations/Improve. City Parks	Encumbrance	CFO CERT FOR MEETING 08/05/215	80,000.00	1
C-04-60-713-110 Z-234 $1.2M PARKS IMPROVMNTS CONTRACTOR	Encumbrance	CFO CERT FOR MEETING 08/05/215	29,355.28	2
T-26-56-850-852 RENTAL FEES- GREEN ACRES OPEN SPACE	Encumbrance	CFO CERT FOR MEETING 08/05/215	32,019.72	3

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	109,355.28
	T-26	0.00	0.00	0.00	0.00	0.00	32,019.72
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	141,375.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	3	141,375.00
Total:	3	141,375.00

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:	3	141,375.00

Batch: GDS Updated Entries: 3 Updated Amount: 141,375.00 Ref Num: 3638

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

July 30, 2015

Director Leo Pellegrini
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Sprayground at Legion Park (Rebid)
Bid No. 15-14
City of Hoboken
Hudson County, New Jersey
Our File No. HO-496

Dear Mr. Pellegrini:

On July 30, 2015, the City of Hoboken (City) received five (5) bids for the *Sprayground at Legion Park* (Rebid) project. As you are aware the construction costs for this project are being funded by the City Of Hoboken. Below is a summary of the three (3) lowest bids:

Bidder	**Bid Amount**		
Picerno-Giordano Construction, LLC.	$	125,550.00	Base Bid
200 Market Street	$	15,825.00	Alt. Bid A
Kenilworth, New Jersey 07033	$	141,375.00	Total Bid Price
Ray Palmer Associates, Inc.	$	117,000.50	Base Bid
95 King Street	$	32,006.50	Alt. Bid A
Dover, New Jersey 07801	$	149,006.50	Total Bid Price
JC Landscape Construction & Management Co., Inc.	$	131,975.00	Base Bid
8 Industrial Road	$	23,447.00	Alt. Bid A
Neptune, New Jersey 07753	$	155,422.50	Total Bid Price

The remaining two (2) bidders submitted total bid prices of $236,723.00 and $39,204,750.00 respectively. A summary of all bids received is attached, as well as a tabulation of unit costs for all five (5) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Picerno-Giordano Construction, LLC

1. Picerno-Giordano Construction, LLC appears to have a complete submission.

Ray Palmer Associates, Inc.

1. Ray Palmer Associates, Inc. appears to have a complete submission.

JC Landscape Construction & Maintenance Co., Inc.

1. JC Landscape Construction & Maintenance Co., Inc. appears to have a complete submission.

RECOMMEDATION

It is our understanding that the City of Hoboken has adequate funding to award the Base Bid plus the Alternate Bid A for this project. Therefore, Boswell recommends that this contract be awarded to Picerno-Giordano Construction, LLC in the amount of $ 141,375.00.

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

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

Sincerely,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/s
Attachments
cc: City of Hoboken Purchasing Department

150730JAPL1 Bid Recommendation-Rebid.doc

BOSWELL
ENGINEERING

SPRAYGROUND AT LEGION PARK BID NO. 15-14
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-496

BID DATE: July 30, 2015 TIME: 11:00 A.M.

				Max Adamo Construction 569 Prospect Avenue Ridgefield, NJ 07657		JC Landscape Construction & Management Co., Inc. 6 Industrial Road Pequannock, NJ 07440		Cypreco Industries 1420 9th Avenue Neptune, NJ		Picamo Giordano Construction 200 Market Street Kenilworth, NJ 07033		Ray Palmer Associates, Inc. 95 King Street Dover, NJ 07801	
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Allowance for Police Traffic Directors	Allow	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
2	Clearing Site	L.S.	1	$ 10,000.00	$ 10,000.00	$ 60,000.00	$ 60,000.00	$ 7,500.00	$ 7,500.00	$ 45,000.00	$ 45,000.00	$ 10,000.00	$ 10,000.00
3	Concrete Sidewalk, 4" Thick	S.Y.	75	$ 6,750.00	$ 506,250.00	$ 75.00	$ 5,625.00	$ 113.00	$ 8,475.00	$ 90.00	$ 6,750.00	$ 280.00	$ 21,000.00
4	Sprayground Equipment Installation	L.S.	1	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 59,223.00	$ 59,223.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00
5	NO ITEM												
6	NO ITEM												
7	Poured In Place Sprayground Surfacing	S.F.	700	$ 17,500.00	$ 12,250,000.00	$ 10.00	$ 7,000.00	$ 25.00	$ 17,500.00	$ 9.00	$ 6,300.00	$ 20.00	$ 14,000.00
8	1" Polyethylene Pressure Pipe	L.F.	100	$ 15,000.00	$ 1,500,000.00	$ 86.00	$ 8,600.00	$ 75.00	$ 7,500.00	$ 40.00	$ 4,000.00	$ 160.00	$ 16,000.00
9	Water Service Connection	L.S.	1	$ 1,500.00	$ 1,500.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00
10	4" PVC Pipe	L.F.	175	$ 17,500.00	$ 3,062,500.00	$ 50.00	$ 8,750.00	$ 75.00	$ 13,125.00	$ 40.00	$ 7,000.00	$ 100.00	$ 17,500.00
11	NO ITEM												
12	Infrared Roadway Repairs	L.S.	1	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 3,400.00	$ 3,400.00	$ 18,000.00	$ 18,000.00	$ 12,000.00	$ 12,000.00
	TOTAL BASE BID				$ 17,351,750.00		$ 131,975.00		$ 138,223.00		$ 125,550.00		$ 117,000.00
	ALTERNATE BID												
5A	Playground Equipment Installation	L.S.	1	$ 10,500.00	$ 10,500.00	$ 15,000.00	$ 15,000.00	$ 4,970.00	$ 4,970.00	$ 2,000.00	$ 2,000.00	$ 6,000.00	$ 6,000.00
6A	Poured In Place Playground Surfacing	S.F.	850	$ 25,550.00	$ 21,717,500.00	$ 9.35	$ 7,947.50	$ 21.80	$ 18,530.00	$ 14.50	$ 12,325.00	$ 25.89	$ 22,006.50
11A	Wood Mulching	S.Y.	50	$ 2,500.00	$ 125,000.00	$ 10.00	$ 500.00	$ 1,500.00	$ 75,000.00	$ 30.00	$ 1,500.00	$ 80.00	$ 4,000.00
	TOTAL ALTERNATE BID				$ 21,853,000.00		$ 23,447.50		$ 98,500.00		$ 16,825.00		$ 32,006.50
	TOTAL BASE BID AND ALTERNATE BID				$ 39,204,750.00		$ 155,422.50		$ 236,723.00		$ 141,375.00		$ 149,006.50
	* Denotes a difference in amount												

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 30, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for Bid 15 – 14 (Rebid) Sprayground at Legion Park Project

Reference: (a) Memorandum from Boswell McClave Engineering – July 30, 2015

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

Total amount of the contract is $141,375.00. The vendor will be:

a. Picerno-Giordano Construction
   200 Market Street, Kenilworth, NJ 07033

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

23

INTRODUCED BY: Occhipinti

SECONDED BY: Kelly H.

CITY OF HOBOKEN
RESOLUTION NO. _____

as amended

RESOLUTION TO ~~DIRECT~~ strongly urge THE ADMINISTRATION TO SEEK APPROVAL FOR THE FINAL WASHINGTON STREET "COMPLETE STREETS" REDESIGN PRIOR TO COMMENCING CONSTRUCTION

WHEREAS, the City Council has authorized the required bond and loan funding for the Washington Street "Complete Streets" Redesign Project; and,

WHEREAS, a preliminary design for the Washington Street "Complete Streets" Redesign Project was submitted to the City Council prior to authorization of said bonds and loan funding, however the City Council advised the Administration of its ~~disapproval~~ concerns of the preliminary design prior to and during the time of the bonding for the project; and,

WHEREAS, the City Council advised the Administration at the time of approval of the bond ordinance that the final design for the project shall be presented to the City Council prior to bidding for and the commencement of the actual construction of the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that

1. The City Council ~~is displeased~~ has concerns with the ~~preliminary~~ concept plan of Washington Street "Complete Streets" design.
2. The Council did provide for the funding of the Washington Street "Complete Streets" Redesign Project despite its ~~disapproval~~ concerns of the preliminary design, under the premise that the final design will be presented to the City Council for approval prior to commencement of the construction and the construction bid.
3. The Council hereby ~~directs~~ strongly urges the Administration to obtain the Council's opinion on ways in which to improve the design, and on the final design, before release of the construction bid for the project.
4. The Council hereby ~~puts the~~ advises Administration ~~on notice~~ that it may decide not to appropriate sufficient funds for the design construction if it finds the needs of the residents and guests of the City of Hoboken are not being adequately served by the project design.

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken wishes to work with the Administration to best meet the needs and expectations of the citizens of the City of Hoboken with regards to the project, and believes that submission of the final project design to the Council prior to commencement of the construction of the project, is the best way to effectuate same.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano			✓	
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

AUG 0 5 2015

CITY CLERK

Introduced by: _____
Seconded by: _____

24

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AV WEBSTREAMING CONTRACT WITH SWAGIT FOR AV STREAMING VIDEO SERVICES TO THE CITY OF HOBOKEN FOR SERVICES TO COMMENCE NOVEMBER 1, 2015 AND ENDING NOVEMBER 1, 2016 (WITH FOUR ONE-YEAR OPTIONS TO EXTEND) IN ACCORDANCE WITH THE COMPETITIVE CONTRACT RFP ISSUED FOR SAID SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF $38,022.00

WHEREAS the City was authorized to utilize competitive contracting, to exempt the contract from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published a Competitive Contracting Request for Proposals for an av and webstreaming service provider, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Swagit responded to; and,

WHEREAS, the evaluation committee determined that Swagit offered the best option of all the proposals submitted, cost and other factors considered; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $38,022.00 is available in the following appropriations: 5-01-20-112-069 in 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 CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ George DeStefano, CFO

WHEREAS, the vendor 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,

NOW THEREFORE, BE IT RESOLVED, that an av and webstreaming service contract be awarded TO Swagit, for a one year period, for services to commence November 1, 2015 and ending November 1, 2016, with four one-year options to extend in the City's sole discretion, for a total not to exceed amount of $38,022.00, of which $10,740 is annual costs, which may also be incurred in any options to extend on an annual basis, with all other terms and conditions being in accordance with Swagit's proposal, and the City's RFP (the terms in the RFP shall trump the terms in the proposal to the extent inconsistent – since no exceptions are being allowed hereunder); 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,

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

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

AUG 0 5 2015

James J. Farrin

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-20-112-069 General Expense - BA	Encumbrance	CFO CERT MEETING 08/03/2015	38,022.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	38,022.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	38,022.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	38,022.00
Total:	1	38,022.00

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	38,022.00

Batch: GDS Updated Entries: 1 Updated Amount: 38,022.00 Ref Num: 3628

[redacted]

swagit

always connected

City of Hoboken, NJ

REQUEST FOR PROPOSAL

A/V and Web Streaming of Council Meeting

DATE: 05/29/2015

DEADLINE: 05/29/2015 11:00 AM

RFP Number: 15-06

The spread of civilization may be likened to a fire; first, a feeble spark, next a flickering flame, then a mighty blaze, ever increasing in speed and power.

-Nikola Tesla

City of Hoboken, NJ
c/o Purchasing Department
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Dineros,

Swagit Productions, LLC., would first like to thank you for the opportunity to share with you our video streaming solutions, we are confident we can meet and exceed the City of Hoboken's needs as we have worked with you in the past and hope to continue our relationship. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** video solution that offers the most current advancements in video streaming and agenda management technology.

We take pride in presenting this proposal to the City of Hoboken, knowing that our solution exceeds our competitors while staying firm in our mission to remain affordable and continue to work with you. Swagit strives to bring you convenience and accessibility without the additional workload with our EASE video streaming solution. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a client list of over 350 government entities including: states, cities, counties, school districts, etc.

Below is a list of just some of the unique advantages of our EASE video streaming solution.

- Hands- free camera system
- Completely **hands-free** recording, uploading and archiving video streaming solution
- Hands-Free Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, and no upgrade fee

Sincerely,

Natascha Ross
Swagit Productions, LLC

Company Background

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In utilizing Swagit's EASE™ solution, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply our clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with almost all major agenda management solutions. Including, NovusAgenda, AgendaQuick, AgendaPal, AgendaEASE, Legistar and Provox.

With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

EASE™ allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America and into Canada guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "**Always Connected.**"

- Swagit's EASE™ is a completely hands-free solution and requires no city staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobiles devices such as the iPhone and iPad.
- Swagit's open API allows integrations with most agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- 100% Client Retention

Individual Profiles and Resumes

Bryan Halley: Director of Video Technology & Affairs

Bryan joins Swagit after serving with Video Access, Inc. (a B2B streaming company) as their Director of Video Technology and Senior Supervising Video Producer. He joined Videoaxs in March of 2000 as its fourth employee. In his tenure, Bryan oversaw the development of the video department from its beginnings. He has played a crucial role in developing new video technology and techniques as it relates from source to streaming media. Prior to joining Video Access, Bryan worked as a Producer for H-D Productions in Dallas, Texas. In 1999, Bryan Co-Produced, Co-Editor and was the Videographer for the TACA Neiman Marcus Silver Cup Awards. The presentation video later that year won the National Videographer Award. Bryan has also worked for the National Association of Television Program Executives (NATPE) as an Assistant Producer/Floor Director for the "Coffee with..." sessions. Most notably, Bryan worked with David E. Kelley (creator of Boston Public, Ally McBeal, The Practice, Chicago Hope, Picket Fences, etc.), Matt Stone and Trey Parker (South Park Creators). Prior to working for NATPE, Bryan was a script writer as well as pulled screen shots and dubbed videos for clients at SKY Television. Bryan has a Bachelor of Arts degree in Television/Radio from Southern Methodist University.

David Owusu: Director of Streaming Media Services

David has 20 plus years' experience producing and post-producing audio and video. He was the Co-originator of the first all-student produced news magazine show at Southern Methodist University. David has received multiple awards, not only in conjunction with television production, but independent film shorts as well. He earned a Bachelor's Degree in TV/Radio Broadcasting from SMU. He began his streaming multimedia career as a Supervising Video Producer at Video Access, a former leading business-to-business access portal for streaming independent, on-demand audio/video clips via the Internet. He was later promoted to Director of Streaming Media Services. Currently, David is the Executive Producer and Director of Streaming Media Services for Swagit, a Texas based limited liability Company who specializes in streaming specialty video for entities that produce their own content.

Daniel Kerr: Chief Technology Officer

Daniel, a native of New Zealand, began his career at a young age. His experience and knowledge has made him one of the most highly respected and sought after technology administrators worldwide. Daniel worked for Video Access, Inc. from 2000 to 2002 where he developed the initial backend for streaming media deployment. His deployment launched one of the most complex business-to-business Real Media, Quicktime, Windows Media architecture. He also worked on the content distribution network deployment. Today, he acts as a consultant to many of the world's Fortune 500 companies in system administration tasks. Since leaving Video Access, Daniel has worked as a system and network administration officer for Netfire.com and Speakeasy. Beyond those qualifications, he also maintains ties to ProHosting and Itransact as a network engineer.

Implementation Time-Line

Swagit will begin implementation once we receive an executed agreement and any deposit that may be required. Please note that completion of the client checklist (welcome packet) on pages 2 - 6 is imperative to keeping the project timeline.

Timeline for completion is typically 4-6 weeks depending on checklist completion, 50% deposit for Cosmos and from the time of signed agreement.

Third Party Contractor Involvement: If this project is in concert with a new or remodeling project of the meeting room, the work that the Project Contractor is performing may delay the date that Swagit can begin their installation. Please let us know if any such work is being planned.

Phase 1 - Hardware Provisioning/Development

- Hardware ordered (out of stock items may impact delivery)
- Hardware assembled by Swagit engineers
- Operating systems installed and configured per installation
- Swagit COSMOS™ software installed
- System burn-in testing conducted under fail-test load
- Hardware sign off by Swagit
- Information on pages 2 – 6 (welcome packet) *

Phase 2 – Deployment/Install

- Swagit Deployment Team arrives at the City of Hoboken for installation.
- All equipment installed and tested.
- Any required training performed.
- Installation sign off by Swagit

Phase 3 – Web Element Design

- Video library and player designed by Swagit in consultation with City of Hoboken
- Linking instructions provided to webmaster/IT
- Design sign off by Hoboken

Phase 4 - Acceptance Testing

- Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- Final signoff by client and fulfillment of purchase order

Deliverables

- Installation checklist
- Configured, tested and installed Swagit EASE™ Encoder
- Secure FTP account for pre-edited digital content
- Customized video library
- Customized video player
- Monthly usage statistics

Resources needed from the City of Hoboken for Video Streaming

- Logos, graphics and any artwork to match portal to the City of Hoboken's website
- Minimal time to test sound and camera to ensure high quality results
- 2.0-4.0 Mbps upload speed for live streaming (and uploading)
- Prompt notification of any scope changes
- Audio/Video Feeds to encoder
- Google analytics email
- Naming of categories
- Access to electricity
- Broadcast schedule
- List of contacts
- IP Addresses

References

Bill Pauwels: MIS
Montgomery Township, NJ

bpauwels@twp.montgomery.nj.us
2261 Rt 206
Belle Mead, NJ 08502
908-533-9296

A valued customer since 2012 the Township of Montgomery utilizes Swagit's COSMOS™ (1 camera solution) and hands-free EASE™ streaming solution.

Beth A. Portocalis: Executive Assistant to the Manager
Medford Township, NJ

bportocalis@medfordtownship.com
17 N Main St
Medford, NJ 08055
(609) 654-2608 x338

A valued customer since 2014 the Township of Medford utilizes Swagit's COSMOS™ (1 camera solution) and hands-free EASE™ streaming solution.

Judith Beville: Town Clerk
The Town of Greenburgh

jbeville@greenburghny.com
177 Hillside Ave.
Greenburgh, NY 10607
(914) 993-1500 x 5

A Valued customer since 2011 the Town of Greenburgh utilizes Swagit's AgendaQuick and hands-free EASE™ streaming solution.

References Cont.

Stephen Pappalardo: Deputy Village Manager
Village of Scarsdale, NY

spappalardo@scarsdale.com
1001 Post Rd Village Hall
Scarsdale NY 10583
(914) 722-1110

A Valued customer since 2015 the Village of Scarsdale utilizes Swagit's hands-free EASE™ streaming solution.

Glenn Kurcon: Information System Manager
City of Newburgh, NY

gkurcon@cityofnewburgh-ny.gov
83 Broadway
Newburgh NY 12550
(845) 569-7324

A Valued customer since 2014 the City of Newburgh utilizes Swagit's COSMOS™ and hands-free EASE™ streaming solution.

Work Sample–Government open meetings

Client examples:

Example of streamed meeting for City of Newburgh, NY
http://newburghny.swagit.com/play/05212015-768

Example of archived videos for Medford Township, NJ
http://medfordnj.swagit.com/play/05192015-1120

Example of streaming meeting for Montgomery Township, NJ
http://montgomerynj.swagit.com/play/05212015-850

Example of streaming meeting for Town of Greenburgh, NY
http://greenburghny.swagit.com/play/04222015-800

Example of streaming meeting for Texas Department of Transportation, TX
http://txdot.swagit.com/play/05192013-501

Example of streaming meeting for Huntsville, TX
http://huntsvilletx.swagit.com/play/05052015-925

Financial Qualifications – Annual Report

Swagit Productions, LLC is currently in good financial standing and has been consistently viable since the 2003 Founding. There are currently no potential mergers or acquisitions that may occur in foreseeable future. Swagit has not been party to any bankruptcy's or litigation action for the past 12 years, and is the industry leader providing innovative hands-free video streaming® technology.

Swagit Productions, LLC is a privately held company. It does not release financial information; such information could be useful to competitors. As such, Swagit's policy is to only release financial information to those who have signed a non-disclosure agreement (NDA), or a confidential disclosure agreement (CDA) with Swagit. The NDA or CDA between the two parties is to stand as a legal contract that outlines confidential materials or knowledge the parties wish to share with one another for certain purposes, but wish to restrict from generalized or public use.

EASE™ – Storage

Swagit Productions, LLC streaming services including hosting services from Swagit's developed CDN has an overall uptime of 99.98% from all of our six POPs across North America. Customer support on both UNIX and Windows virtual web hardware is maintained 24 hours/day. All collocated facilities have fully redundant power and dual separate connections to the backbone of the Internet. All server systems are fully backed up and contain RAID. Furthermore, all A/V content is backed up in three places including DVD masters, Off-site servers and hard drives. This insures proper client archival requests and storage for the life of an agreement. Backup generators assist in maintaining power to every facility we are affiliated with. Swagit staffing handles all system administration as well as all engineering expertise in updating and maintaining its equipment.

City of Hoboken's audio/video is stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN).

As the City of Hoboken approach prearranged storage allowances that are viewable to the public (generally 36 months of storage), they may choose to extend those allowances or begin removing old audio/video content in accordance with a storage horizon plan. Alternatively, Swagit can assist clients in adding supplemental storage to their Swagit EASE Encoder, directly or externally, to facilitate more cost effective long-term archiving of content while still maintaining online availability. In any case, Swagit hosts and stores all content indefinitely, regardless of the contract term.

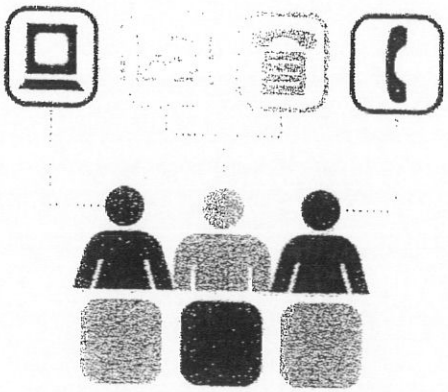
SUPPORT

Whether you request support via email or by phone, you will receive a prompt, courteous and helpful response within 2 hours after hours or if during business hours immediate support.

Technical Support:

Telephone: 214-432-5905
Toll Free: 1-800-573-3160
M-F 6:00 am to 2:00 am CST

Fax: 214-750-9513
Email: support@swagit.com
24 hours/day



After regular office hours, your phone call or email will be forwarded to one of our administrators on call. You will be able to get help to resolve any technical support issues 24 hours a day.
While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit warrants that: (i) any streaming sever hardware provided by Swagit (as identified and described in the Scope of Services) not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City of Hoboken's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City of Hoboken, for the life of the contract; and (iv) in the event of a complete hardware failure within the warranty period, Swagit shall overnight replacement parts and/or a new server at its sole expense.

EASE™ – Training

Swagit's Extensible Automated Streaming Engine solution does not require training of staff, either onsite or web based, because it is an end to end solution and hands free for the City of Hoboken. EASE will also integrate with all willing current agenda management providers without the need for onsite or web based training for video streaming.

[PROPOSAL: Streaming Video Service - EASE™]

EASE™ – Extensible Automated Streaming Engine

The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**
  EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**
  Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**
  If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all Document/Agenda Management solutions.

- **Archiving**
  Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

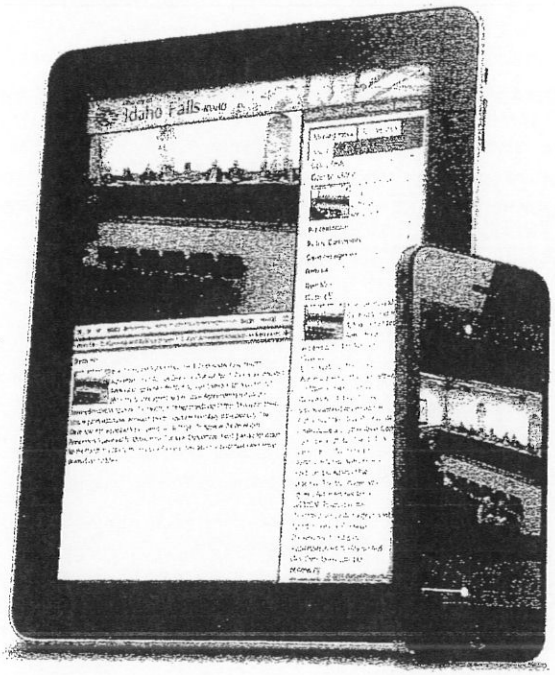
- **Presentation**
  By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**
  In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.*

EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



- **Monitoring**
  Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**
  Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**
  Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

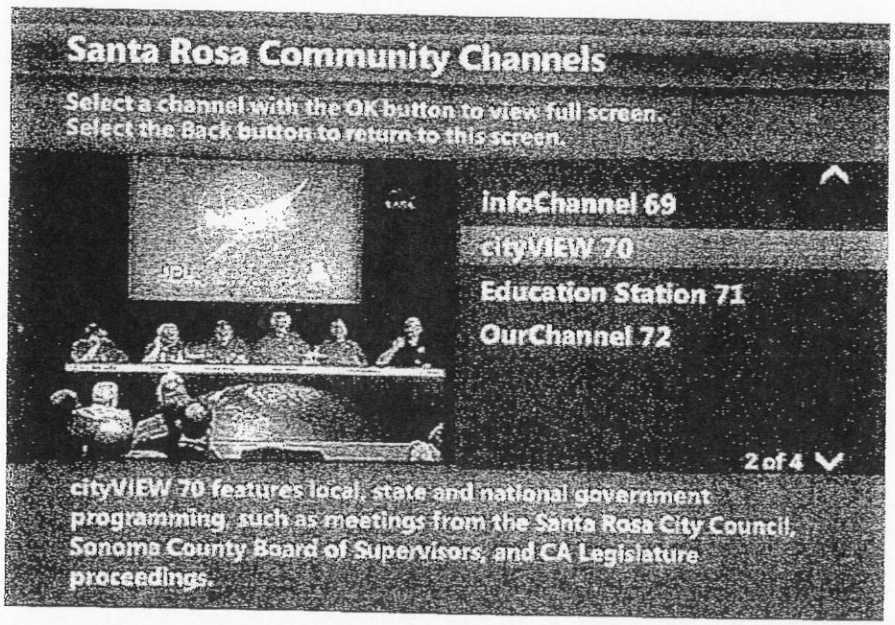
EASE™ – Extensible Automated Streaming Engine

AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480×480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



COSMOS™ – Broadcast System

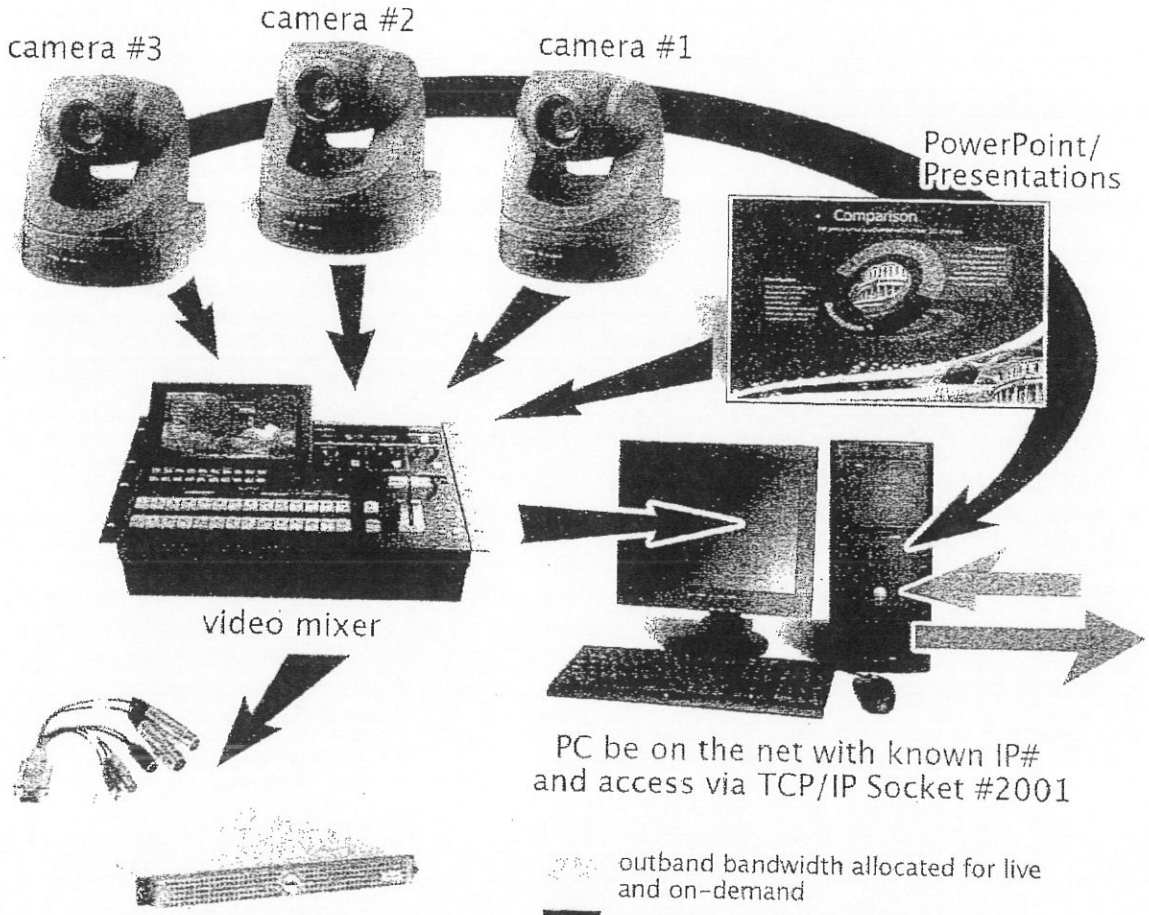
Built upon years of industry experience, Cosmos™ is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos™ system remotely from their facility in Plano, Texas. The Cosmos™ system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE™, Cosmos™ can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Cosmos™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos™ includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D70) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D70 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D70 cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

COSMOS™ – Diagram



- outband bandwidth allocated for live and on-demand
- Audio/Video Feeds and/or cabling
- Rs-232 or Rs-422/data can be sent via cat5/6 straight thru
- connection to host PC over TCP from remote PC to controlcameras remotely
- quad split feed for remote control view 150kbps

Cosmos™ Case Study 1: Addison, Texas

Addison's unique solution for a challenging problem was Cosmos™. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos™) and with the inclusion of Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Plano, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

Cosmos™ Case Study 2: Richardson, Texas

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, www.cor.net.

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

Testimonial from City of Richardson, TX: (http://richardsontx.swagit.com/play/09222009-48/0/)
As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: Richardson Streaming Solution

PRICING – Cosmos™ HD Up-Front Costs

QTY	Item Description	Costs
4	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/2.8-type Exmor CMOS sensor) *	
4	Wall Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	OptiPlex 7010 - 4GB, NON-ECC, 1600MHZ DDR3, i3-3240 Processor (3.40GHz, 3MB)	
1	Sony MCS-8M – Multi-format switcher with a built-in audio mixer and frame synchronizer	
1	VP-445 HD-SDI DA	
1	Mini Converter Audio to SDI	
1	Mini Converter to SDI Distribution	
2	Osprey 820e	
1	Cosmos HD-SDI Software	
1	APC UPS Remote Power Switch and Management (including: APC Battery Backup)	
1	HD Baluns	
1	Kramer VS-211HDXL Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Costs for System and Installation ** (Travel Included):		**$ 43,995.00**

*** Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700**

**** There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.**

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: Richardson Streaming Solution

PRICING – EASE™ HD Encoder -Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Premium HD/SDI Encoder- Hardware/Software/Provisioning (AT&T U-verse® Compatible)	1UServer	$ 5,236.00
• EASE™ "Premium" Encoding Unit includes software installation, system burn-in, RAID 1 and Redundant Power, rack rails included		
• Software Licenses (Flash Media, HTML5, Microsoft OS)		
• Osprey Capture Card with Simulstream and DirectShow® API		
EASE ™ HD Remote Video Indexing Kit (Includes Scheduler)	Software	$ 1,925.00
Branded Media Library and Player	Setup	$1,260.00
Remote Network Installation (Typically 3 hours)	Setup	$ 360.00

Total HD System Upfront Cost	
Premium - Hardware/Software/Provisioning (AT&T U-verse® Compatible) + Osprey & Cosmos (camera system)	**$ 52,776.00**

* Price and hardware model are subject to change after 60 days without prior notice.

PRICING – Cosmos™ Standard Def- Up-Front Costs

QTY	Item Description	Costs
3	Sony- EVI-D80- high quality CCD cameras (48 degree view, 65 degree view option with D100) *	
3	Sony- WM-30B- Wall Mount for Sony EVI-D80	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex 7010 with Windows 7, Intel Core i3 CPU (3.30GHz 3MB Cache), 4GB Ram	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card	
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Costs for Camera System and Installation **:		$ 22,647.00

* Different camera types are available with different horizontal resolution – D80, D100 and BRC-300

** There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: http://richardsontx.swagit.com/play/09222009-48

PRICING – EASE™ SD Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Basic Encoder -Hardware/Software (AT&T U-verse® Compatible)	Workstation / 1U Rackmount	$ 1,555.00
Swagit Tower (Tower-Based unit), Encoder Software Installation, System Burn-In		
Branded Video Library Design, Branded Player Design		$1,260.00
Remote Install (Typically 3 hours)		$375.00
Licenses for Software/Tools (Flash Media, EASE™, WOWZA, HTML5, Microsoft OS)		$495.00
Osprey Video Capture Card w/Simulstream Software	260-e	$ 950.00

Total Standard Def System Upfront Cost	
Basic - Hardware/Software/Provisioning (AT&T U-verse® Compatible) + Osprey & Cosmos (camera system)	$ 27,282.00

PRICING – EASE™ Managed Services

Swagit's Extensible Automated Streaming Engine (EASE™) solution meets all current and future needs for government ***without*** creating any additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE™ package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, video podcasting through iTunes, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

	Service Description	Costs (Monthly)
Package 1	(EASE™) Up to 30 Indexed meetings a year	$ 625.00
Package 2	(EASE™) Up to 30 Indexed meetings a year with remote switching of cameras provided by Swagit	$ 895.00

Closed captioning software can be added to any package

How it all comes together: (Swagit EASE)

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
24/7 Live Stream – Around the clock SD stream of PEG Channel	$ 250.00/month
Additional Edited and On-Demand indexed meetings (Per additional meeting)	$ 150.00/meeting
Remote Switching (Approved Broadcast Systems Only) *	$ 135.00/event
AT&T U-verse® Service (If not bundled with other offers)	*Call for Quote*
Storage per additional year (If beyond 36 month window)	$ 180.00/year
Programming, Development or Design Implementation	$ 120.00/hour
Closed Captioning Services (If not bundled) **	*Call for Quote*

We offer a Price Match Guarantee for all "apples-to-apples" services.

* Must have *approved broadcast system(s)* and *reliable Internet Connection.* (Up to 3hr event)

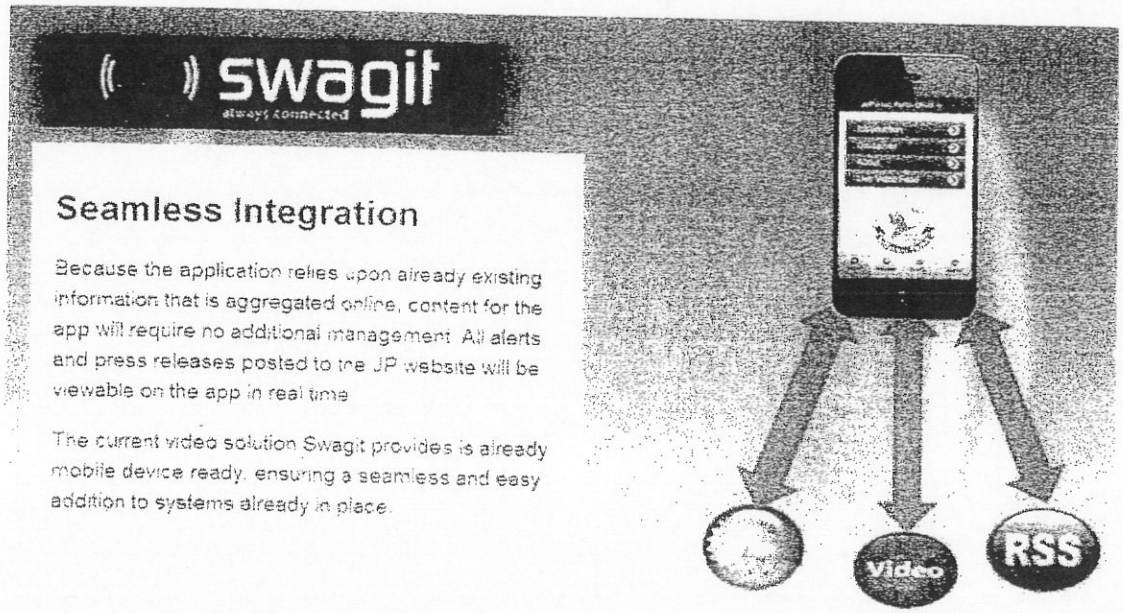
** Service is priced on per event hour, including any breaks/executive session time, and requires proper closed captioning hardware. Event hour is rounded up to the nearest half hour.

Module – Citizen Engagement APP (optional)

Swagit's Citizen Engagement Application is helping to improve the reporting and distribution of public information by local government jurisdictions. The Android and iDevice friendly APP allows citizens to actively participate in government on their terms.

The initial purpose of development was to accomplish two things:

1. Complement existing government services and make them more accessible.
2. Integrate streaming media into the APP to engage citizens at the local level, so they may take advantage of all their community has to offer. Video content of government activities and upcoming events continues to push transparency, while at the same time makes the resident feel a part of what is going on close to home.



Item Description	Type	Costs (Up-Front)
Citizen Engagement APP Deployment	Software	$ 4,490.00
• Stream live and original programming through the App • Branded and Customized for your Station or City • EOC Alerts (press conference push notifications) • Integrate existing communication efforts into the App • Include press releases, billing		
Annual Software License		$ 3,600.00

EXCEPTIONS TO SPECIFICATIONS

Request for Proposals – Competitive Contracting

RFP 15 – 06

AV and Web Streaming of Council Meeting

COMPANY NAME Swagit Productions, LLC

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME Swagit Productions, LLC

COMPANY LOCATIONS (if more than one, list principal location first)

850 Central Parkway E. Suite 100, Plano, TX 75074

Harrisburg, PA

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In utilizing Swagit's EASE™solution, clients are offered the most comprehensive **hands-free** experience possible.

NUMBER OF EMPLOYEES Over 35 employees

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

Resumes are included on page 21

YEAR COMPANY WAS ESTABLISHED 2003

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL

SERVICES)

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report

(AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non- responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Swagit Productions, LLC_____ SIGNATURE: _____

PRINT NAME: Bryan Halley_____ TITLE: President_____

DATE: 5/27/2015_____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☒ Limited Liability ~~Corp.~~ Company ☐ Limited Liability Partnership ☐ Subchapter S Corporation

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

Stockholders:

Name: Bryan Halley Home Address: 1903 Linford Dr. Allen, TX 75013 Name:	Name: David Owusu Home Address: 1800 Main St. #2504 Dallas, TX 75201 Name:
Home Address: Name: Daniel Kerr	Home Address: Name:
Home Address: 1607 Susquehanna St. Harrisburg, PA 17102-2454	Home Address:

Subscribed and sworn before me this 27th day of MAY, 2015

(Notary Public) MOHAMMAD SAMLEH HAMMAD

My Commission expires:

Bryan Halley President
(Affiant)

(Print name & title of affiant)

MOHAMMAD SAMLEH HAMMAD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/5/15

AMERICANS WITH DISABILITIES ACT OF 1990

ACKNOWLEDGEMENT FORM

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Swagit Productions, LLC_____ SIGNATURE: _____

PRINT NAME: Bryan Halley_____ TITLE: President_____

DATE: 5/27/2015_____

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.
****

CERTIFICATION: I hereby certify that Swagit Productions, LLC does not engage in the production of nuclear weapons or components.

(Name of Vendor)

Date 5/27/2015

Signature

President

Title

NON-COLLUSION AFFIDAVIT

State of Texas

County of Collin

I, Bryan Halley residing in Allen
(name of affiant) (name of municipality)

in the County of Collin and State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Swagit Productions, LLC
(title or position) (name of firm)

AV and Web Streaming of Council Meeting the Vendor making this Proposal for the proposal entitled , and that I executed the said proposal

(title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Swagit Productions, LLC

(name of Vendor)

Subscribed and sworn to 27th, MAY 27th, MAY 2015

MOHAMMAD SAWLEH HAMMAD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/5/15

(Type or print name of affiant under signature)
Bryan Halley

Notary Public of Collin County

My Commission expires 12/05 2015

MOHAMMAD SAWLEH HAMMAD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/5/15

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Hoboken

PART 1: CERTIFICATIONBIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

☐ OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor: _____

Description of Activities:_____

Duration of Engagement:_____ Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____ Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Bryan Hilley Signature: [signature]

Title: President Date: 5/27/2015

Bidder/Vendor: Swagit Productions, LLC

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

SWAGIT PRODUCTIONS LLC

TRADE NAME:

ADDRESS:

850 CENTRAL PARKWAY E STE 100
PLANO TX 75074-5576

SEQUENCE NUMBER:

1715449

EFFECTIVE DATE:

05/10/12

ISSUANCE DATE:

05/19/12

Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

25

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

Introduced by: _____
Seconded by: _____

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO LOU'S LANDSCAPING AND DESIGN, INC. FOR THE PROVISIONS OF 2015 (FALL) STREET TREE PLANTING AND WELL ENLARGEMENT PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 15-21 IN THE TOTAL NOT TO EXCEED AMOUNT OF $45,575.00.

WHEREAS, bids were received for 2015 (Fall) Street Tree Planting and Well Enlargement project, as specified in Bid Number 15-21; and,

WHEREAS, Three (3) bids were received, being:

VENDOR	TOTAL BID
1. Lou's Landscaping and Design, Inc. Wayne, NJ 07470	$45,575.00
2. Pat Scanlan Landscaping, Inc. New City, NY 10956	$69,500.00
3. Andy Matt, Inc. Mine Hill, NJ 07803	$80,700.00

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services specified in Bid No. 15-21, and Lou's Landscaping and Design, Inc. submitted the lowest, responsible and responsive bid in the amount of $45,575.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $45,575.00 is available in the following appropriations: 4-01-26-293-046 for $11,669.00, T-03-40-000-016 for $33,906.00; 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 as follows:

A. This resolution awards a contract to Lou's Landscaping and Design, Inc., for Bid No. 15-21, in the total amount of Forty Five Thousand Five Hundred Seventy Five Dollars ($45,575.00) for 2015 (Fall) Street Tree Planting and Enlargement Project; and said contract shall be to Lou's Landscaping and Design, Inc., in accordance with the specifications as set forth in Bid No. 15-21.

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

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

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

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

F. This resolution shall take effect immediately upon passage.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council	/			

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 30, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract for 2015 (Fall) Street Tree Planting and Well Enlargement Project in Accordance with City's Bid No. 15 – 21 in the total not to exceed $45,575.00

Three (3) sealed bids out of eleven (11) vendors receiving the complete bid packages were received and opened at City Hall on July 30, 2015.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder, the contract is not to exceed $45,575.00. The vendor will be:

Lou's Landscaping and Design, Inc
573 Valley Road, Suite 7A, Wayne NJ 07470

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

Bid Proposal

Bid 15 - 21

2015 (Fall) Street Tree Planting and Well Enlargement

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

BASE BID:

	DESCRIPTION	A.UNIT PRICE	B.QUANTITY (Estimate)	C.EXTENDED PRICE (A X B)
1	2.0" – 2.5" diameter at breast height tree, planted, staked, mulched, with Gator Bag and a two-year guarantee, as specified in the specifications.	405.00	35	14,175.00
2	2.75" – 3.0" diameter at breast height tree, planted, staked, mulched, with Gator Bag and a two-year guarantee, as specified in the specifications.	445.00	50	22,250.00
3	Additional charge for opening a new 3' wide by 5' long (**15 sq. ft.**) tree pit, including concrete cutting disposal, as described in the specifications.	145.00	50	7,250.00
4	Additional charge per square foot for expanding an existing tree pit, or opening a new tree pit larger than 3' x 5', including concrete cutting disposal.	50.00	5	250.00
5	Additional charge per for stump grinding.	165.00	10	1650.00
	D. Bid Price (Total C1 – C5)			45,575.00

Forty five thousand five hundred and seventy five dollars and no cents

(Bid Price Amount in Words – Value of D)

NOTES:

These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of trees/services planted/rendered herein described. *Vendor will be paid for the actual trees/services planted/rendered.*

Bid 15 - 21

2015 (Fall) Street Tree Planting and Well Enlargement

SIGNATURE PAGE

Signature: [signature] Date: 7/07/15

Print Name: Lou Avolio Title/Position: President

Bidder/Company: Lou's Landscaping & Design, Inc

Company Address: 573 Valley Rd. Suite 7A Wayne, NJ 07470

Telephone #: 973.694.7038 Fax #: 973-832-4864

Email Address: info@louslandscaping.com PO Email Address: lou@louslandscaping.com

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

7/30/2015

City Of Hoboken

Bid 14 -12

Bid 15 - 21

2015 (Fall) Street Tree Planting and Well Enlargement

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Mandatory Affirmative Action Language – Appendix A	
☒	Americans with Disabilities Act of 1990 – Appendix B	
☒	Affirmative Action Compliance Notice	
☒	Stockholder Disclosure Certification	
☒	Americans with Disabilities Act of 1990 - Acknowledgement	
☒	Nuclear – Free Hoboken Ordinance	
☒	Non-Collusion Affidavit	
☒	Exceptions and Addenda (um) Forms (where applicable)	
☒	Prevailing Wage Affidavit	
☒	Bid Proposal (3 pages)	
☒	Iranian Investment Compliance Form	
☒	Proof of Business Registration Certificate	
☒	Properly Completed and Signed Bid Proposal Sheet	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-26-293-046 Purchase of Trees	Encumbrance	CFO CERT MEETING OF 08/05/2015	11,669.00	1
T-03-40-000-016 Reserve Shade Tree Comm	Encumbrance	CFO CERT MEETING OF 08/05/2015	33,906.00	2

WARNING: This account would have a negative balance: 5-01-26-293-046. Balance would be: 14,925.04-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	11,669.00
TRUST FUND & OTHER	T-03	0.00	0.00	0.00	0.00	0.00	33,906.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	45,575.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	45,575.00
Total:	2	45,575.00

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

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	45,575.00

Batch: GDS Updated Entries: 2 Updated Amount: 45,575.00 Ref Num: 3634

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-26-293-046 Purchase of Trees	Encumbrance	CORR CFO CERT FOR MEETING 08/05/2015	11,669.00-	1
4-01-26-293-046 Purchase of Trees	Encumbrance	CORR CFO CERT FOR MEETING 08/05/2015	11,669.00	2

WARNING: This account would have a negative balance: 4-01-26-293-046. Balance would be: 45,200.00-.

WARNING: This account would have a negative balance: 5-01-26-293-046. Balance would be: 3,256.04-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	4-01	0.00	0.00	0.00	0.00	0.00	11,669.00
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	11,669.00-
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	0.00

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

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

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

Batch: GDS Updated Entries: 2 Updated Amount: 0.00 Ref Num: 3644

George DeStefano

From: Leo Pellegrini
Sent: Friday, July 31, 2015 10:09 AM
To: Al Dineros; Chris Baldwin; George DeStefano
Cc: Quentin Wiest; Alysia Proko
Subject: RE: Rescind Contract - Louis Barbato/ Certification of Funds

Please note the contract for the 2014/2015 Tree Planting Project was awarded in October 2014. The contract was rescinded at the last meeting. The work for phase II will commence in October 2015.

2015 (Fall) Street Tree Planting and Well Enlargement Project in Accordance with City's Bid No. 15 – 21 in the total not to exceed $45,575.00

Certification of funds:
4-01-26-293-046 - $11,669.00
T-03-40-000-016 - $33,906.00
Total $45,575.00

WASHINGTON STREET TREE PLANTING AND BEAUTIFICATION PROJECT TOTAL NOT TO EXCEED AMOUNT OF $69,290.00

5-01-26-293-046 - $45,290.00
T-03-40-000-016 - $24,000.00
Total $69,290.00

Thanks,

Leo Pellegrini, Director
Health & Human Services/Public Works
City of Hoboken
tel: (201) 420 - 2012
email: lpellegrini@hobokennj.gov

From: Al Dineros
Sent: Thursday, July 23, 2015 10:36 AM
To: Chris Baldwin; George DeStefano; Leo Pellegrini
Subject: Rescind Contract - Louis Barbato

Chris,

PO: 15 – 03555 - $56,210.00
New Total: $29,531.00

4-01-26-293-046 - $41,200.00
T-03-40-000-016 - $15,,010.00

The contract for subject had been rescinded (see new total above), see attached. Which account you want me to keep?

AL B. Dineros, QPA
Purchasing Agent

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Phone: (201) 420-2087
Fax: (201) 420-2009
adineros@hobokennj.gov

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-26-293-046 Purchase of Trees	Encumbrance	CFO CERT MEETING OF 08/05/2015	11,669.00	1
T-03-40-000-016 Reserve Shade Tree Comm	Encumbrance	CFO CERT MEETING OF 08/05/2015	33,906.00	2

WARNING: This account would have a negative balance: 5-01-26-293-046. Balance would be: 14,925.04-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	11,669.00
TRUST FUND & OTHER	T-03	0.00	0.00	0.00	0.00	0.00	33,906.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	45,575.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	45,575.00
Total:	2	45,575.00

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

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	45,575.00

Batch: GDS Updated Entries: 2 Updated Amount: 45,575.00 Ref Num: 3634

George DeStefano

From: Leo Pellegrini
Sent: Friday, July 31, 2015 10:09 AM
To: Al Dineros; Chris Baldwin; George DeStefano
Cc: Quentin Wiest; Alysia Proko
Subject: RE: Rescind Contract - Louis Barbato/ Certification of Funds

Please note the contract for the 2014/2015 Tree Planting Project was awarded in October 2014. The contract was rescinded at the last meeting. The work for phase II will commence in October 2015.

2015 (Fall) Street Tree Planting and Well Enlargement Project in Accordance with City's Bid No. 15 – 21 in the total not to exceed $45,575.00

Certification of funds:
4-01-26-293-046 - $11,669.00
T-03-40-000-016 - $33,906.00
Total $45,575.00

WASHINGTON STREET TREE PLANTING AND BEAUTIFICATION PROJECT TOTAL NOT TO EXCEED AMOUNT OF $69,290.00

5-01-26-293-046 - $45,290.00
T-03-40-000-016 - $24,000.00
Total $69,290.00

Thanks,

Leo Pellegrini, Director
Health & Human Services/Public Works
City of Hoboken
tel: (201) 420 - 2012
email: lpellegrini@hobokennj.gov

From: Al Dineros
Sent: Thursday, July 23, 2015 10:36 AM
To: Chris Baldwin; George DeStefano; Leo Pellegrini
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Chris,

PO: 15 – 03555 - $56,210.00
New Total: $29,531.00

4-01-26-293-046 - $41,200.00
T-03-40-000-016 - $15,,010.00

The contract for subject had been rescinded (see new total above), see attached. Which account you want me to keep?

AL B. Dineros, QPA
Purchasing Agent

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Phone: (201) 420-2087
Fax: (201) 420-2009
adineros@hobokennj.gov

26

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO GARDEN STATE HIGHWAY PRODUCTS, INC. TO PURCHASE ASSORTED TAPCO BLINKER SIGNS FOR HPU IN ACCORDANCE WITH US COMMUNITIES COOPERATIVE CONTRACT # 2013-100 IN THE TOTAL AMOUNT NOT TO EXCEED $28,887.60

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Traffic & Parking Control Co., Inc. (TAPCO) has been approved for an US Communities Cooperative Contract # 2013-100, which cooperative the City is a part of; and,

WHEREAS, the City requires traffic signs for HPU (as described in the attached quotation from GSHP, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under US Communities Cooperative contract # 2013-100 and in accordance with GSHP's quotation; and

WHEREAS, Garden State Highway Products, Inc., LLC is an authorized dealer of TAPCO in New Jersey;

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $28,887.60 is available in the following appropriations: C-04-60-714-210 **in 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 CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in their US Communities contract, for a total not to exceed amount of Twenty Eight Thousand Eight Hundred Eighty Seven Dollars and Sixty Cents ($28,887.60), as follows:

1. The locations of the blinking signs being purchased shall be as follows:
   a. 1 sign-3rd & Jackson
   b. 1 sign-3rd & Madison
   c. 4 signs-15th& Bloomfield
   d. 2 signs-15th& Garden
   e. The remaining purchased signs will be placed in HPU's inventory for future use.

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

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

4. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

   Garden State Highway Products, Inc.
   1740 East Oak Road
   Vineland, NJ 08361

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino		✓		
Elizabeth Mason				✓
David Mello		✓		
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 Z299 $1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO CERT MEETING 08/05/2015	28,887.60	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	28,887.60
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	28,887.60

	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	28,887.60
Total:	1	28,887.60

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	28,887.60

Batch: GDS Updated Entries: 1 Updated Amount: 28,887.60 Ref Num: 3629

TAPCO
TRAFFIC & PARKING CONTROL CO., INC.

5100 West Brown Deer Road – Brown Deer, WI 53223
Phone 800-236-0112 / 262-814-7000 · Fax 800-444-0331
Email tapco@tapconet.com · http://tapconet.com

1/30/15

TAPCOMade Distributor Program
Distributor: Garden State Highway Products

Exclusively For the States of: New Jersey and Delaware (Municipal, University, Hospital Markets and Contractors (with the exception of Federal jobs)): BlinkerSigns®, RRFB, Solar Beacons

Exclusively For the States of: Maryland (Municipal, University, Hospital Markets): BlinkerSigns®

Non-Exclusively For the State of: New Jersey, Delaware, Maryland:
V-Loc, Streetscape, BlinkerPaddles, Retrofit Clocks

Also Non-Exclusively Garden State can sell BlinkerSigns®, BlinkerPaddles, RRFB, Solar Beacons, VLoc and Streetscape into New York and Pennsylvania (Municipal, University and Hospitals).
*Virginia and DC are off limits to all TAPCO Products unless signed off by Lee Sisson or Bryan Everard
*RRFB, Beacon and Retrofit Clocks are off limits in Maryland unless approved by TAPCO outside reps Lee Sisson or Bryan Everard

For the BlinkerRadar Garden State can sell into NJ, DE, MD, NY and PA.
Again only VA is off limits.

If you have inquiries outside of the States above please contact Bryan @ 866-814-7337 to see if that area is open.

Thank you and let TAPCO know if you have any further questions –

Bryan Everard - TAPCOMade Products Distribution Manager

BARRON COUNTY
HIGHWAY DEPARTMENT

Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2013-100 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

ACCEPTANCE AGREEMENT

CONTRACT # 2013-100

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at www.barroncountywi.gov.

Mark Servi
Highway Commissioner
Barron County, WI

BARRON COUNTY
HIGHWAY DEPARTMENT

RECEIVED
FEB 0 6 2014

Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

MEMORANDUM OF NEGOTIATION
RFP# 2013-100

Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2013-100. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The final contract contains the following items:

A. The Memorandum of Negotiation
B. Barron County Affidavit of Publication
C. Barron County RFP# 2013-100 and all Addenda
D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations
F. Response to clarifications dated December 17, 2013.

ACCEPTED BY:

1/30/14

Andrew Bergholz
VP, Sales
TAPCO (Traffic & Parking Control Co., Inc.)

Mark Servi
Highway Commissioner
Barron County, WI

Garden State Highway Products, Inc

1740 East Oak Rd., Vineland NJ 08361
609-774-0349 or 800-338-5685
Fax: 973-235-1816

Quote By: Nick Ugliarolo
Date: 4/14/2015
E-Mail: nick@gardenstatehwy.com

"PRICE QUOTE"

To: *Hoboken City*
Attn: Quentin Wiest
255 Observer Highway
Hoboken, NJ 07030
201-726-2817

SHIPPING INFORMATION

Quote #: NU041415-3
F.O.B:
Shipping Date:
Ship Via:

Terms: US Communities contract #2013-100
Customer P.O.

Item	Qty.	DESCRIPTION	UNIT COST	TOTAL
1	12	TAPCO Solar Blinker sign, W11-2, 30" DG3 FYG	$ 1,475.00	$ 17,700.00
2	4	TAPCO Solar Blinker sign, R1-1, 30" DG3	$ 1,475.00	$ 5,900.00
3	12	W16-7PL, 24" x 12", DG3 FYG	$ 20.90	$ 250.80
3	3	TAPCO Solar Blinker sign, R1-2, 30" DG3	$ 1,475.00	$ 4,425.00
4	19	2# x 3.5' , U-Channel Post, Green	$ 6.70	$ 127.30
5	19	2# x 10' U-Channel Post, Green	$ 19.80	$ 376.20
6	19	Silver Bar, Lap Splice Assy, Complete	$ 5.70	$ 108.30
		TAPCO Solar Signs require 6-8 week lead time		

*after received order

"Your safety is our business!"

Total $ 28,887.60

Thank You for requesting a quote!
QUOTE VALID FOR 30 DAYS

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: June 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase Blinker Signs for HPU

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

HPU needs blinker signs for street and roads.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Traffic & Parking Control Co., Inc. (TAPCO) has been approved for an US Communities Cooperative Contract # 2013-100, which cooperative the City is a part of.

Garden State Highway Products, Inc. is an authorized dealer of TAPCO products in NJ.

I recommend awarding the contract to the following vendor for not to exceed $28,887.60:

Garden State Highway Products, Inc.
1740 East Oak Road
Vineland, NJ 08361

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AMENDMENT OF A NON-FAIR AND OPEN CONTRACT FOR BANISCH ASSOCIATES FOR SERVICES AS PROFESSIONAL PLANNER FOR A PLANNER REPORT FOR BLOCK 12, LOTS 1-7; 12-18 TO INCREASE THE NOT TO EXCEED AMOUNT BY $14,000.00

WHEREAS, the City of Hoboken has a need to amend the professional planning services of the vendor for purposes of the creation of a planning report for Block 12, Lots 1-7; 12-18, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the amended services will not exceed Fourteen Thousand dollars and Zero Cents ($14,000.00); and,

WHEREAS, the anticipated term of this contract shall remain unchanged; and,

WHEREAS, Banisch Associates has submitted an amended proposal dated July 6, 2015 indicating they will provide planning services for the Block 12 proceedings; and,

WHEREAS, Banisch Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Banish Associates has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the Banish Associates from making any reportable contributions through the term of the contract; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $14,000.00 is available in the following appropriations C-04-60-711-120 in the City's capital accounts; 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 (*a majority of the full council voting in the affirmative*), that the City Council of the City of Hoboken authorizes the Mayor to enter into an amended contract with Banisch Associates as described herein, for the services described in their attached July 6, 2015, amended proposal; and,

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

BE IT FURTHER RESOLVED, that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

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

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano			/	
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

B A N I S C H
A S S O C I A T E S, I N C.
Planning and Design

July 6, 2015

Stephen Marks, P.P., AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: City of Hoboken – Eminent Domain Proceeding: Block 12, Lots 1-7; 12-18

Dear Mr. Marks:

Pursuant to your request, we are writing to provide this supplemental proposal to provide professional planning services to the City of Hoboken in the above referenced matter.

Services to be provided by Mr. McGroarty will include preparation and testimony for both depositions and trial.

These litigation services, including correspondence, telephone conferences, meetings with legal counsel to prepare for depositions and trial, expert testimony at depositions and a maximum of three trial days, and preparation of exhibits for trial, including all travel, will be billed on an hourly basis according to our prevailing rates for a cost not to exceed $14,000 without prior authorization. Our 2015 rates for litigation support are included as Attachment A.

If the terms outlined above are acceptable, this letter will serve as a contract to provide professional planning services when executed where indicated below and faxed back to our office at 908-782-7636. We look forward to assisting the City of Hoboken in this matter.

Very truly yours,

Francis J. Banisch III, PP/AICP
President

Accepted by_____

Print name_____

Date_____

111 Main Street, Flemington, NJ 08822

908-782-0835/908-782-7636(fax) banisch@banisch.com

ATTACHMENT A

BANISCH ASSOCIATES, INC.
2015 Fee Schedule

The following rates are for professional planning services rendered in litigation matters, including but not necessarily limited to report preparation, correspondence, telephone conferences, expert testimony and attendance at meetings, including travel:

Hourly Rates for Mediation and Litigation Matters

Senior Licensed Professional Planner	$166.00
Principal Licensed Professional Planner	$152.00
Associate Licensed Professional Planner	$140.00
Planner-in-Training	$116.00
Research Associate	$104.00
Research Assistant	$ 64.00

Reimbursable Costs

Printing and reproduction of maps and copies of reports (other than routine correspondence) by an outside vendor will be billed at cost.

In-house printing and reproduction of CD's, maps and copies of reports (other than routine correspondence) will be billed at charges indicated below.

		Cost	
	Paper Size	Color	Black & white
Printing and copying:	8 ½ x11, 8 ½ x 14	$0.89	$0.09
	11 x 17	$1.79	$0.17
Display exhibit (2'x3' mounted color):		$63.00	
CD's:		$10 each	

Batch Id: GDS Batch Date: 08/03/15 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 FOR MEETING 08/05/2015	14,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	14,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	14,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	14,000.00
Total:	1	14,000.00

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	14,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 14,000.00 Ref Num: 3631

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN ESCROW ACCOUNT WTIHIN THE CITY TREASURY, IN THE INITIAL AMOUNT OF $5,000.00 FROM ADVANCE REALTY LLC, TO PAY FOR THE SERVICES OF THE CITY'S EXPERT REPORT REGARDING ADVANCE REALTY LLC'S REQUEST FOR TRAFFIC AND PARKING CHANGES ON CLINTON AND 13TH

WHEREAS, Advance Realty LLC seeks to make traffic and parking alterations to the streetways at Clinton and 13th for purposes of a proposed new grocery store at the location, and a Zoning approval has been granted for said use, but the traffic and parking alterations require additional approval of the City Council, which approval has been stayed pending the outcome of a traffic circulation and parking report from a City approved engineering firm; and,

WHEREAS, the City has determined that Maser Consulting should be contracted for said services, in an amount not to exceed $5,000.00, for which a separate contract award shall be adopted by this Council; and,

WHEREAS, the City has requested that Advance Realty LLC pay for the City's expert report regarding same, in full, and as such, Advance Realty LLC has agreed to provide the City with $5,000.00 to hold in escrow for payment to Maser for said services; and,

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that an non-interest bearing escrow fund be established by the City's CFO to maintain the Advance Realty LLC escrow monies; and,

BE IT FURTHER RESOLVED, the City shall, through the City's CFO, as escrow agent, maintain the Advance Realty LLC escrow account, which shall only be diminished upon receipt of an applicable invoice from Maser Consulting for the review of traffic circulation and parking issues of the proposed grocery store on Clinton and 13th in accordance with an applicable and valid contract between the City and Maser for said services, and which payments therefrom may be authorized by request of the Business Administrator with approval of the CFO; and,

BE IT FURTHER RESOLVED, that when and if said escrow reaches $0.00, the CFO shall so alert the Business Administrator and the Office of Corporation Counsel for action to immediately cease services under the Maser contract unless and until Advance Realty LLC replenishes the escrow account.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

ADVANCE
REALTY

1041 U.S. Highway 202/206
Bridgewater, NJ 08807
Phone 908-719-3000
Fax 908-719-9444
www.advancere.com

July 29, 2015

Hoboken City Hall
Attention: Mr. Stephen D. Marks, Municipal Manager
94 Washington Street
Hoboken, New Jersey 07030

Dear Stephen,

I am writing regarding the requested escrow account that is being established to compensate Maser Consulting for traffic engineering expenses related to the Trader Joe's loading and access issues on Clinton Street. Please accept this letter as confirmation that Advance at Hoboken will forward a $5,000 escrow check pending City Council approval of the new account. In the meantime, I would appreciate you providing a notice to proceed to Maser in an effort to expedite this matter.

Please confirm that this is acceptable and do not hesitate to contact me if additional information is required.

Sincerely,

Michael Sommer
Managing Director

Introduced by: 29
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A CONTRACT FOR THE PROFESSIONAL SERVICES OF MASER CONSULTING AS PROFESSIONAL PLANNERS/ENGINEERS TO THE CITY OF HOBOKEN FOR THE ADVANCE REALTY TRAFFIC AND PARKING PLAN ON CLINTON AND 13TH TO COMMENCE UPON RECIEPT OF THE ESCROW FUNDS FROM ADVANCE REALTY LLC AND EXPIRE ONE YEAR THEREAFTER FOR A NOT TO EXCEED AMOUNT OF $5,000.00

WHEREAS, service to the City as Professional Planner/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, the City published RFP's for a annual pool of engineers in accordance with the Fair and Open Process, which Maser Consulting responded to, and the City thereafter, authorized Maser as a pool engineer by City Council resolution for CY2015; and,

WHEREAS, the City now seeks to contract with Maser Consulting for planning and engineering consultation in an amount not to exceed $5,000.00, for review of the Advance Realty LLC traffic and parking alterations on Clinton and 13th; however, the contract will not commence until receipt of the $5,000.00 escrow from Advance Realty LLC by the City of Hoboken, and deposit of same; and,

WHEREAS, the firm of **Maser Consulting** 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 the City Council has authorized creation of an escrow account from which this contract shall be paid, and I further certify that I will notify the Business Administrator upon receipt of the $5,000.00 from Advance Realty LLC, and will thereafter certify that the $5,000.00 for this contract is available in the escrow account, and that this contract can commence.

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

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting for planning and engineering consultation in an amount not to exceed $5,000.00, for review of the Advance Realty LLC traffic and parking alterations on Clinton and 13th; however, the contract will not commence until receipt of the $5,000.00 escrow from Advance Realty LLC by the City of Hoboken, and deposit of same; 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.

Meeting date: August 5, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

MASER
CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

July 27, 2015

VIA E-MAIL & U.S. MAIL
Stephen Marks <smarks@hobokennj.gov>

Mr. Steven Marks
Municipal Manager
94 Washington St
Hoboken NJ 07030

Re: Agreement for Professional Services
Advance Realty
Trader Joes
1316-1330 Willow Ave
Hoboken, Hudson County, New Jersey
MC Agreement No. HOP-171

Dear Mr. Marks:

Maser Consulting P.A. is pleased to submit this agreement to provide professional services to review plans and studies at the location of 1316-1330 Willow Ave, City of Hoboken, Hudson County, New Jersey.

This agreement is divided into four sections as follows:

Section I – Scope of Services
Section II – Business Terms and Conditions
Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this agreement may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 TRAFFIC REVIEW

Maser Consulting will review the plans and studies to evaluate the effect of proposed development on the surrounding street system and to review that the layout of the site and traffic

circulation is conducive to efficient operation. To this end, Maser Consulting will perform the following tasks:

1. **Field Investigation**. Maser Consulting will conduct a field inspection to review the existing roadway geometries, traffic control operations, signage, lane markings, locations and geometry of adjacent driveways, existing sight restrictions and to observe the daily operations of the roadway system and existing traffic patterns in the area immediately adjacent to the site.

2. **Review reports and Plans.** Maser shall review all available reports and information provided by the City and applicant.

3. **Sight Distance.** We shall review Sight distance and operational concerns to avoid redesign. We will review the Sight triangle requirements based on the current AASHTO policy.

4. **Locations of Driveways**. The operation of the driveways will be assessed as it relates to other driveways and streets. Offset or proximity to other traffic generators will be evaluated.

5. **Compliance with local ordinance**. Compliance with local ordinance relative to traffic issues will be checked and recommendations made if needed.

6. **Parking**. Parking requirements will be calculated based on local ordinance requirements as well as national criteria and our previous studies in Hoboken.

7. **Circulation**. We will review the turning templates provided by the consultant to evaluate and check to see that the anticipated design vehicles can negotiate the area efficiently. Road Width, Aisle width and geometry will be checked for conformance with local requirements.

8. **Existing Safety and Operational Problems**. Our engineers will contact police officials to determine if there is any safety or operational issues that will need to be addressed during the this review process.

A brief letter report will be prepared which will describe our findings relative to the site and area circulation and geometry, parking, driveway accesses, traffic conditions along the adjacent roadway.

Phase 1.0 Lump Sum Fee **$3,500.00**

PHASE 2.0 MEETINGS

Attendance at agency and project coordination meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held. Time spent preparing for meetings and preparation of exhibits or renderings for meetings will be billed on an hourly basis in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Phase 2.0 Fee **Hourly**

PHASE 3.0 ADDITIONAL SERVICES

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

Phase 3.0 Fee **Hourly**

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	TRAFFIC IMPACT STUDY	$3,500.00
PHASE 2.0	MEETINGS	HOURLY
PHASE 3.0	ADDITIONAL SERVICES	HOURLY

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the agreement between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,

alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this agreement assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

SECTION III – 2015 RATE SCHEDULE

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Principal	195.00
Senior Technical Director	190.00
Senior Project Professional	185.00
Senior Project Manager	175.00
Project Professional	170.00
Technical Director	160.00
Project Manager	155.00
Senior Project Specialist	145.00
Senior Technical Professional	140.00
Project Specialist	135.00
Senior Technical Specialist	130.00
Technical Professional	125.00
Senior Specialist	120.00
Technical Specialist	110.00
Specialist	100.00
Senior Data Technician	95.00
Senior Technical Assistant	85.00
Technical Assistant	75.00
Data / Field Technician	65.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	250.00
Sr. LSRP	225.00
LSRP	190.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Mileage Reimbursement*	0.56 / Per Mile
Travel (Hotel, Airfare, Meals)	Cost
Printing	2.85 / Each
Computer Mylars / Color Plots	40.00 / Each
Color Copies	1.50 / Each
Document Binding	3.00 / Each
Compact Disk CD/DVD	45.00 / Each
Bulk Printing	Cost
Sub-Consultants/Sub-Contractors	Cost + 15%

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2015

SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature	Date
Printed Name	Title

If you find this agreement acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. This agreement is valid until September 27, 2015.

We appreciate the opportunity of submitting this agreement and look forward to performing these services for you. Should you have any questions or concerns, please do not hesitate to contact me at (732) 236-7557.

Very truly yours,

MASER CONSULTING P.A.

John J. Jahr, PTP, TSOS
Sr. Associate

JJJ/meb
cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

C:\Users\jjjahr\Desktop\150727_jjj_marks-advanced.docx

30

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AMEND TWO CONTRACTS TO RUG AND FLOOR STORE (NOW RFS) FOR FLOORING FOR THE CITY OF HOBOKEN IN HPU AND FINANCE IN ACCORDANCE WITH THE CURRENT CONTRACTS, WITH A TOTAL CHANGE IN THE NOT TO EXCEED AMOUNTS BY $19,100.00

WHEREAS, the City previously awarded Rug and Floor Store two contracts for flooring, each of which resulted in defective product due to failure to install plywood underneath the new flooring, which was covered by warranty except that the City is required, under warranty, to pay the additional costs associated with the plywood which constitutes an additional good under the contracts; and,

WHEREAS, the City now seeks to amend the two contracts, with the contracts and amendments thereto described as follows:

1. Contract for HPU flooring via Resolution #15 of 8/7/13 – increased by $14,400.00
2. Contract for Finance flooring via Resolution #4 of 12/4/13 – increased by $4,700.00; and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $19,100.00 is available in the following appropriations: 5-31-55-740-100 ($14,400) and 5-01-20-130-021 ($4,700) in 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 CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ **George DeStefano, CFO**

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

A. This resolution amends each of the above referenced contracts to the Rug and Floor Store (now RFS), in the amounts described above.

B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into amendments to said contracts, as redefined by this resolution, and any other steps necessary to effectuate this resolution.

C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 5 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-31-55-740-100 HPU CAPITAL PROJECTS	Encumbrance	CFO CERT FOR MEETING 08/05/2015	14,400.00	1
5-01-20-130-021 Office Supplies - Rev and Fin	Encumbrance	CFO CERT FOR MEETING 08/05/2015	4,700.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	4,700.00
PARKING UTILITY FUND	5-31	0.00	0.00	0.00	0.00	0.00	14,400.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	19,100.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	19,100.00
Total:	2	19,100.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	19,100.00

Batch: GDS Updated Entries: 2 Updated Amount: 19,100.00 Ref Num: 3627

Rug & Floor Store, Inc.
commercial • division

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

June 2, 2015

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: 2nd floor Finance Department

The following proposal is to supply and install solid core AC Exterior Glue plywood underlayment throughout the 2nd Floor Finance Department. Prior to installation, remove existing LVT flooring as required. Install new Mannington Natures Path glue down flooring throughout entire area. Remove and reinstall existing quarter round molding as required. Work includes furniture handling and handling of all loose items packed in cartons by Hoboken personnel. Hoboken personnel to disconnect and reconnect all computers and sophisticated electronic equipment. Work will be performed evenings and weekends as needed to not disrupt normal office hours.

New flooring supply, install, and furniture handling: no charge

Contract Price for plywood supply and installation only: $ 4,700.00
Includes minor subfloor repairs. All others will be charged on an as needed basis.

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony R. Pizzuto
President

280 N. Midland Avenue, Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 • F: 201-796-0093 • E: info@rugandfloorstore.com • W: rugandfloors.com

Rug & Floor Store, Inc.
commercial • division

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

June 2, 2015

Mr. Quentin Wiest
City of Hoboken
215 Hudson St,
Hoboken, NJ 07030

RE: Parking Utility Department-lower level

The following proposal is to supply and install solid core AC Exterior Glue plywood underlayment throughout the Parking Utility department. Prior to installation, remove existing LVT flooring as required. Install new Mannington Natures Path glue down flooring throughout entire area. Remove and reinstall existing quarter round molding as required. Work includes furniture handling and handling of all loose items packed in cartons by Hoboken personnel. Hoboken personnel to disconnect and reconnect all computers and sophisticated electronic equipment. Work will be performed evenings and weekends as needed to not disrupt normal office hours.

New flooring supply, install, and furniture handling: no charge

Contract Price for plywood supply and installation only: $ 14,400.00
Includes minor subfloor repairs. All others will be charged on an as needed basis.

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony R. Pizzuto
President

280 N. Midland Avenue, Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 • F: 201-796-0093 • E: info@rugandfloorstore.com • W: rugandfloors.com

Rug & Floor Store, Inc.

280 N. Midland Avenue
Building M, Postal Unit 220
Saddle Brook, NJ 07663
201-796-0006

Invoice

Date	Invoice #
6/16/2015	3470

Bill To	Ship To
City of Hoboken City Hall 94 Washington Street Hoboken, NJ 07030-4585 Attn: Accounts Payable	Parking Utility Department 94 Washington Street Hoboken, NJ 07030 Leo Pellegrini: (201)-420-2012

S.O. No.	P.O. No.	Terms	Rep	Project
1485	to follow	Net 21 Days	RAP	

Item	Description	Ordered	Prev. Invoiced	Invoiced	Rate	Amount
SERVICE	Prior to installation, remove exitisting LVT flooring as required. Remove and reinstall existing quarter round molding as required. Work includes furniture handling and handling of all loose items packed in cartons by Hoboken personel. Hoboken personnel to disconnect and reconnect all computers and sophisticated electronic equipment. Work will be performed evenings and weekends as needed to not disrupt normal office hours. New flooring supply, install, and furniture handling at no charge. Supply and install the following material to the area listed above: - 85 sheets Echoply 4 x 4 6MM underlayment -2,720 s/f Mannington Natures Path LVT 4 x 36 color Golden	1	0	1	14,400.00	14,400.00T
SERVICE	CREDIT FOR STORAGE ROOM: -PLYWOOD MATERIAL & LABOR & INSTALLATION OF NEW FLOORING			1	-840.00	-840.00T

Subtotal	$13,560.00
Sales Tax (0.0%)	$0.00
Total	$13,560.00
Payments/Credits	$0.00
Balance Due	$13,560.00

Rug & Floor Store, Inc.
commercial • division

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

June 2, 2015

Mr. Quentin Wiest
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4585

RE: Parking Utility Department-lower level

The following proposal is to supply and install solid core AC Exterior Glue plywood underlayment throughout the Parking Utility department. Prior to installation, remove existing LVT flooring as required. Install new Mannington Natures Path glue down flooring throughout entire area. Remove and reinstall existing quarter round molding as required. Work includes furniture handling and handling of all loose items packed in cartons by Hoboken personnel. Hoboken personnel to disconnect and reconnect all computers and sophisticated electronic equipment. Work will be performed evenings and weekends as needed to not disrupt normal office hours.

New flooring supply, install, and furniture handling: no charge

Contract Price for plywood supply and installation only: $ 14,400.00
Includes minor subfloor repairs. All others will be charged on an as needed basis.

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony R. Pizzuto
President

280 N. Midland Avenue, Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 • F: 201-796-0093 • E: info@rugandfloorstore.com • W: rugandfloors.com

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY LSRP FOR THE WASHINGTON STREET REDESIGN PROJECT IN AN AMOUNT NOT TO EXCEED SIXTEEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS ($16,480.00) FOR A ONE YEAR TERM TO COMMENCE AUGUST 6, 2015 AND EXPIRE AUGUST 5, 2016

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

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that Excel Environmental qualified as a pool LSRP firm to provide the City with the most effective and efficient City LSRP 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 Excel Environmental for the City's LSRP services for the Washington Street Redesign Project for a total contract amount of Sixteen Thousand Four Hundred Eighty Dollars ($16,480.00), with a one (1) year term to commence on August 6, 2015 and expire August 5, 2016, in accordance with the present proposal of Excel Environmental as well as the CY2015 general engineering (LSRP) RFP and their responsive proposal; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $8,240.00 **is available in the following capital appropriation** C-04-60-715-120 **and $8,240.00 is available in the following capital appropriation** C-04-60-715-122 **of the City's capital funds; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Sixteen Thousand and Four Hundred Eighty Dollars ($16,480.00), with a one (1) year term to commence on August 6, 2015, for LSRP services for the Washington Street Redesign Project, as follows:

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

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

Excel Environmental
111 North Center Drive
North Brunswick, NJ 08902

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 5, 2015

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Batch Id: GDS Batch Date: 08/03/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-120 Z360 Wash St Water Mains Soft Cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	8,240.00	1
C-04-60-715-122 Z360 Drainage & Infrastructure Soft Cost	Encumbrance	CFO CERT FOR MEETING 08/05/2015	8,240.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	16,480.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	16,480.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	16,480.00
Total:	2	16,480.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	16,480.00

Batch: GDS Updated Entries: 2 Updated Amount: 16,480.00 Ref Num: 3641

EXCEL
Environmental
Resources, Inc.

July 24, 2015

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

RE: Proposal for Preparation of NJEIT Environmental Assessment
Level 2 Environmental Review with Cultural Resources Survey
Washington Street Redesign Project
City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P12842

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for the preparation of a Level 2 Environmental Review (Level 2) per the requirements set forth in N.J.A.C. 7:22-10.5. Based on discussions with NJEIT's review team on July 22, 2015, and NJDEP's review letter dated July 22, 2015, a Level 2 is required, including a Stage 1A Cultural Resources Document Review and Strategy Development Survey per the requirements set forth in N.J.A.C. 7:22-10.8. To complete the scope of services, Excel will subcontract the services of Engineering & Land Planning, Inc. (E&LP) and Richard Grubb Associates (RGA).

SCOPE OF SERVICES

1.0 Preparation of a Level 2 Environmental Planning Document:

Excel will prepare a Level 2 Environmental Review for the Washington Street Redesign project pursuant to N.J.A.C. 7:22-10.5. The Level 2 environmental planning document will consist of environmental information documents, results of investigations and consultations conducted pursuant to N.J.A.C. 7:22-10.8 and 10.9 and results of public participation conducted pursuant to N.J.A.C. 7:22-10.10. As part of the Level 2 and as required by the NJEIT review team, this task also includes a Stage 1A Cultural Resources Survey. At a minimum, a public hearing will also be required and proof of same will be included as part of a complete planning document submittal to the Department.

FEES FOR SERVICE

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

1.0	**Preparation of a Level 2 Environmental Planning Document including a Stage 1A Cultural Resources Survey**	**$16,480**

The total estimated Not-to-Exceed cost to complete the scope of work is **$16,480.**

TERMS AND CONDITIONS

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

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

SCHEDULE/TIMELINE

We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel can deliver the Level 2 Environmental Planning Document within approximately 4 weeks upon authorization. Please note that the Stage 1A Cultural Resources Survey is the critical path for completion of the Level 2 Planning Document and based on competitive proposals received by Excel, the most aggressive timetable for completion is approximately 4 weeks. Excel and E&LP will complete our portions of the Level 2 Planning Document within that timeframe.

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

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.

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

111 North Center Drive • North Brunswick, New Jersey 08902 • PHONE: (732) 545-9525 • FAX: (732) 545-9425 • WEBSITE: www.excelenv.com

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

JUL 2 2 2015

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

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

Dear Mayor Zimmer and Mr. Brown:

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

In accordance with NJAC 7:22-10.8, the Department has reviewed the projects cited above for their potential to affect significant cultural resources. These projects entail installation of stormwater features, and replacement of drinking water mains, both along nearly the entire length of Washington Street in Hoboken. The NJ Environmental Infrastructure Financing Program must take into account the effects of funded projects on significant historic properties. At this time, the Department does not have sufficient information to make this determination, and a cultural resources investigation is required, as discussed in detail below.

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

A **Stage I Cultural Resources Survey** must be completed for the stormwater and water main replacement projects in order to provide this office with the information needed to determine if they will have an effect on the historic districts, properties, or

archaeological deposits. At this time, the scope of the stormwater project is unclear, but the Stage I survey must include these components.

The report of this investigation must be prepared in accordance with Environmental Assessment Requirements for State Assisted Environmental Infrastructure Facilities, NJAC 7:22-10.8, and the New Jersey Register of Historic Places Act, NJAC 7:4. Any field testing proposed must be fully justified, with respect to the soils types present, the full horizontal and vertical extent of the proposed construction, and any disturbances present, including roads. The effects of the project on the historic streetscape must be taken into consideration. Two copies of the final report, each to include a DVD with the report and imagery in digital format as required by the NJ Historic Preservation Office, must be provided to the Environmental Review Section.

Following completion of the Stage I survey, additional measures may be required, depending on the potential of the project to affect the historic districts or any other above- or below-ground historic properties. Depending on the permits you will be required to obtain, this project may also be reviewable by the NJ Historic Preservation Office. If the project may encroach upon the Eldorado HD, Hoboken will need to submit an Application for Project Authorization to the NJ Historic Preservation Office, because that property is listed on the New Jersey and National Registers of Historic Places. Information about the Application for Project Authorization can be found at the NJ Historic Preservation Office website. The link is:
http://www.state.nj.us/dep/hpo/2protection/njrrevew.htm

All of these issues can be addressed by a Stage I cultural resources survey. Should you have any questions or wish to discuss this determination, please do not hesitate to contact me at (609) 633-1170 or via email at Elizabeth.Davis@dep.nj.gov.

Sincerely,

Elizabeth M. Davis

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

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

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A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

James J. Farina
CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED "LICENSE AGREEMENT" BETWEEN THE COUNTY OF HUDSON AND THE CITY OF HOBOKEN FOR THE CITY'S INSTALLATION OF BIKE SHARE BIKE RACKS ON THE COUNTY RIGHT OF WAY

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached License Agreement between the City and the County relating to the City's installation of bike share bike racks on the County right of way; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

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

LICENSE AGREEMENT

AGREEMENT made this day of between the COUNTY OF HUDSON, a body corporate and politic of the State of New Jersey located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 (the "County") and the CITY OF HOBOKEN, located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the "City).

WHEREAS, the County is the owner of various rights of way in the City,including public roadways; and

WHEREAS, the City has expressed the desire to receive a license from the County to permit the City to use the County rights of way in the locations set forth in Schedule "A", those locations collective being referred herein as "Area"; and

WHEREAS, the public purpose is for the installment of bike racks and equipment (also known as bike share stations) necessary for the commencement and maintenance of a bike share program; and

WHEREAS, the County has no objection to granting a license to the City for the use of the Area by the City, provided it is for public purposes (the "License"); and

WHEREAS, the City and the County believe it is in the best interests of the residents of Hudson County to enter into a License Agreement.

NOW THEREFORE, FOR ONE DOLLAR 00/100 ($1.00) AND OTHER GOOD AND OTHER VALUABLE CONSIDERATION, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. ***Use of Area.*** The City agrees that it shall use the Area only for purposes that benefit the residents of the City and the County. The City agrees that prior to using the Area it shall provide written notification to the County. Unless the County objects in writing within twenty (20) days of the receipt of the notification, the City will be permitted to use the Area as stated in its notification. Said use shall be for the installation of bike racks and equipment (also known as bike share stations) necessary for the commencement and maintenance of a bike share program. Said installation and maintenance shall be at Hoboken's sole cost.

2. ***Nature of Use of Area and Duration of License.*** The right of the City to use the Area shall be as a Licensee and shall not vest any legal title to or leasehold interest in the Area. The License shall continue until it is terminated by the County. The County shall have the right to revoke the License at any time upon thirty (30) days written notification to the City.

3. ***Office of County Engineer Approval.*** Prior to installation, all drawings and specifications shall be received and approved by the Office of the County Engineer. Further, all drawings and specifications submitted for review must be signed by a professional engineer or approved by the City Engineer.

4. ***Compliance with Applicable Laws and Regulations.*** The City will be responsible to insure that its use and the Area shall at all times be in compliance with all applicable governmental laws, rules, ordinances and regulations.

5. ***Restoration of Area.*** Upon termination of the License, the City shall restore the Area to a vacant condition free of any improvements or attachments.

6. ***Notices.*** All notices required to be provided by the terms of this Agreement, unless changes by the parties in writing, shall be provided as follows:

To the County:

Office of the County Administrator
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

Copy to:
Office of the Hudson
County Counsel
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

To the City:
Office of the Mayor
City Hall
94 Washington Street
Hoboken, New Jersey 07030

Copy to:
Office of the Corporation Counsel
City Hall
94 Washington Street
Hoboken, New Jersey 07030

The manner of delivery shall be by overnight mail or by an overnight delivery service such as UPS or FedEx, hand delivery with proof of receipt or by certified mail return receipt request.

7. ***Indemnification.*** It is the intent of the parties that the County shall have no liability or responsibility in connection with the use of the Area by the City pursuant to the terms of this Agreement. Consequently, the City shall indemnify and hold harmless the County from any costs, including the costs of reasonable attorney's fees, incurred by the County in defense of any claims made against the County; losses suffered by the County; damages incurred by the County; and/or liability imposed against the County because of the use of the Area by the City or by the acts or omissions of the City, its agents, servants, employees, contractors or invitees arising out of the use of the Area by the City.

8. ***Defense of County.*** In the event that a lawsuit or other action is instituted against the County concerning the use of the Area by the City, the City shall assume the defense of that lawsuit or other action and indemnify the County from any liability which may result from that lawsuit or other action.

9. ***Attorney Fees and Costs.*** In the event that either party is required to institute legal action in order to enforce any term or provision of this Agreement, then, in addition to any other relief to which a party shall be entitled to receive, the prevailing party shall also receive an award of reasonable attorney fees and costs against the non-prevailing party.

10. ***Representation by County.*** The City acknowledges that the County has made no representation as to the ability of the City to use the Area for the purposes it envisions. The City enters into this Agreement fully aware that its use of the Area is not authorized by the County unless such is compliant with Section 3 herein.

11. ***Representatives of City and County.*** The City shall provide in writing to the County the names of two (2) authorized representatives of the City who shall be responsible to oversee the adherence to the terms and conditions of this Agreement by the City. The County shall provide in writing to the City the names of two (2) authorized representatives who the City may contact in the event that any issues arise relating to the terms and conditions of this Agreement.

12. ***Fee for Agreement.*** The County agrees that for so long as the City uses the Area for public purposes then there shall be no fee to be paid to the County for the use of the Area. The City shall not use the Area in any way which results in the generation of revenue by the City without the approval of the County. In the event that the City intends to use the Area in such a way that revenue will be generated to the City then the City shall first confer with the County and get the approval of the County for that fee generating activity.

13. ***Entire Agreement.*** This Agreement is the entire agreement between the parties and it may not be orally modified. If one or more of the provisions or terms contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, terms or provisions shall remain in full force and effect.

14. ***Applicable Law.*** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or for any other legal issue relating to this Agreement shall be instituted in the Superior Court of New Jersey located in Hudson County.

15. ***Approval and Authority.*** This Agreement has been approved by a Resolution of the Hudson County Board of Chosen Freeholders, as to the County, and the Hoboken City Counsel, as to the City. A copy of the Resolution of the County and City are attached hereto as Schedule B.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date written below.

DATED:_____

ATTEST **COUNTY OF HUDSON**

_____ BY:_____

ALBERTO SANTOS
Clerk to Board of
Hudson County Freeholders

THOMAS A. DeGISE
Hudson County Executive

DATED:_____

ATTEST **CITY OF HOBOKEN**

_____ BY:_____

JAMES FARINA
Clerk of City of Hoboken

DAWN ZIMMER
Mayor of City of Hoboken

SCHEDULE A

City of Hoboken License Areas on County Right of Ways

Name of Street	Side	Location
Newark Street and Adams Street	North Side of Newark Street	Sidewalk
Sinatra Drive North and 14th Street	East Side of Sinatra Drive North	Sidewalk
Grand Street and 14th Street	East Side of Grand Street	Sidewalk under 14th Street Viaduct
Willow Avenue and 4th Street	West Side of Willow Avenue	Sidewalk, mid-block between 3rd St. & 4th St.

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$29,652.12**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Wells Fargo Real Estate Attn: Financial Support Unit- Region 1 1 Home Campus MAC X2302-04D/#936-86407127 Des Moines, IA 50329-0001	169/6	707 Willow Ave	1&2/15	$6,511.68
Mengsheng Huang 10785 New Grove #87 San Diego, CA 92130	21/1/C004M	300 Newark St	4th/14	$147.48
Kyle Baker 607 First St #6 Hoboken, NJ 07030	15/14/C0006	607 First St	4th/14	$1,204.82
Kevin Kelly & Erica Marlene 551 Observer Highway #6D Hoboken, NJ 07030	8/1/C006D	551 Observer Highway	2nd/15	$1,810.70
Jamie Levi 333 Adams Street #3 Hoboken, NJ 07030	51/17/C0003	333 Adams St	4th/14	$1,717.28
Melissa Willig 82-88 Washington Street #A7 Hoboken, NJ 07030	13/17/C00A7	82 Jackson St	1st/15	$995.68
Corelogic P.O. Box 961230 Fort Worth, TX 76161-0230	25/1/C008E	700 First Street	3&4/14-1/15	$6,089.23
Mortgage Service Center 95 Methodist Hill Drive, Suite 400 Rochester, NY 14623	251/18/C002B	1320 Bloomfield St	4th/14	$1,717.91

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Nations of New York, Inc 431 Willis Avenue Williston Park, NY 11596	25/1/C009F	700 First St	2nd/15	$1,907.09
450 Seventh LLC c/o Hothem 531 N. Market Street Wooster, Ohio 44691	84/1/C04-N	450 Seventh St	4th/14	$1,498.42
Brian & Johanna Holmes 830 Monroe Street #6C Hoboken, NJ 07030	87/13/C006C	830 Monroe Street	3rd/14	$1,735.62
William Farkas & K Szczech 707 Monroe St #201 Hoboken, NJ 07030	82/11/C0507	727 Monroe Street	2nd/15	$1,953.50
Pulver, Kathleen 725 Jefferson St #35 Hoboken, NJ 07030	84/3/C0035	713-725 Jefferson St	4th/14	$1,591.24
Amir & Yeal Zeenreich 901 Madison St #2G Hoboken, NJ 07030	95/1/C002G	901-909 Madison St	3rd/14	$771.47

Meeting date: August 5, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON AUG 0 5 2015

CITY CLERK

Introduced By: _____

Second By: _____

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CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS STATE TAX COURT

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling $4,387.98

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Ivette Smulders 78 Jackson St #1 Hoboken, NJ 07030	13/1/C0001	78 Jackson St	2015	$1,946.10
Saiber LLC 18 Columbia Turnpike, Suite 200 Florham Park, NJ 07932	201/24	214 Washington St	2014	$2,441.88

Meeting date: August 5, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino		✓		
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF OVER BILLED 3RD & 4TH QUARTERS OF 2015 FROM THE TAX DUPLICATE

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 appearing on the attached list totaling $78,602.90

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
930 Jefferson St Condo Assoc 930 Jefferson St Hoboken, NJ 07030	95/17	930 Jefferson St	3&4/15	$22,562.40
1404 Grand Condo Assoc 1404 Grand St Hoboken, NJ 07030	121/25	1404 Grand St	3&4/15	$5,426.40
PSE&G Company 80 Park Plaza Newark, NJ 07102	140/9	1616 Clinton St	3&4/15	$12,132.29
322 Park Ave. Condo Assoc 322 Park Avenue Hoboken, NJ 07030	166/29	322 Park Avenue	3&4/15	$12,337.94
707 Willow Condo Assoc 707 Willow Avenue Hoboken, NJ 07030	169/6	707 Willow Avenue	3&4/15	$6,511.68
Ocwen Loan Servicing 1661 Worthington Road Ste. 100 West Palm Beach, FL 33409	195/42	812 Bloomfield St	3&4/2015	$4,641.00

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Bren II Corp 51-53 Fourteenth St Hoboken, NJ 07030	245/10/CC0MM	51-53 Fourteenth St	3&4/15	$1,882.86
1134 Bloomfield St Condo Assoc 1134 Bloomfield St Hoboken, NJ 07030	249/26	1134 Bloomfield St	3&4/15	$13,108.33

Meeting date: August 5, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

Sponsored by:

Seconded by:

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of July 8, 2015 , a Special meeting for July 15, 2015 and a Special meeting on July 20, 2015** have been reviewed and approved by the Governing Body.

Approved as to form:
Corporation Counsel

Meeting Date: August 5, 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	/			

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A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 5 2015

James J. Farina
CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED "AGREEMENT AND RELEASE BETWEEN THE CITY OF HOBOKEN, NEW JERSEY AND RICHARD BLOHM"

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached "AGREEMENT AND RELEASE BETWEEN THE CITY OF HOBOKEN, NEW JERSEY AND RICHARD BLOHM" between the City and former Fire Chief Blohm, regarding his employment and retirement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, as attached or in similar form without substantive changes, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

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