CS1

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 (RON CUCCHIARO, ESQ.) RELATING TO THE M. EVERS SUBMISSION OF A GOVERNING BODY APPEAL OF THE ZONING BOARD OF ADJUSTMENT DECISION OF 136 PARK AVENUE

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, Ron Cucchiaro, 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: September 16, 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: SEP 16 2015

CITY CLERK

C52

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 RELATING TO THE SETTLEMENT OF THE PENDING TORT CLAIM MATTER KNOWN AS O'NEIL V. CITY OF HOBOKEN, CLAIM NO. 001180664

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 (for legal guidance on matters relating to the settlement of tort claim litigation); and

WHEREAS, the City seeks to settle the tort claim litigation known as **O'Neil v. City of Hoboken, Claim No. 001180664**; 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 settlements of the type listed herein; and,

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

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

MEETING: September 16, 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: SEP 16 2015

CITY CLERK

CS 3

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 RELATING TO THE SETTLEMENT OF THE PENDING MATTER KNOWN AS IMO LANDICO REALTY D/B/A NADINE'S RESTAURANT, OAL DOCKET NO. ABC-2989-2013N

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 (for legal guidance on matters relating to the settlement of tort claim litigation); and

WHEREAS, the City seeks to settle the tort claim litigation known as **IMO LANDICO REALTY D/B/A NADINE'S RESTAURANT, OAL DOCKET NO. ABC-2989-2013N**; 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 settlements of the type listed herein; and,

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

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

MEETING: September 16, 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: SEP 16 2015

CITY CLERK

NOW, THEREFORE, it is hereby resolved by the City Council as follows:

1. The City Council hereby directs its Affordable Housing Counsel to draft and file a Declaratory Judgment action in the Superior Court, Hudson County seeking certification of its Housing Element and Fair Share Plan as well as any other relief which may be necessary.

2. All other City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.

3. This Resolution shall take effect immediately.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

Meeting Date:

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

941681_1

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 16 2015

CITY CLERK

WEINER | LESNIAK LLP

MEMO

To: Mayor Zimmer

Cc: Brandy Forbes, PP, AICP, Mellissa Longo, Esq.

Re: Declaratory Judgment Action for Affordable Housing Compliance
Our File No. HBNG124

Date: 6/18/15

Please accept this memo concerning the actions which the City of Hoboken must undertake in order to have its Fair Share Plan certified. A brief recent history concerning various decisions of the New Jersey Supreme Court and the complete shutdown of the Council on Affordable Housing ("COAH") is appropriate.

COAH first proposed third round substantive and procedural rules in October, 2003. 35 N.J.R. 4636(a); 35 N.J.R. 4700(a). Those rules remained un-adopted and COAH re-proposed both the substantive and procedural third round rules (N.J.A.C. 5:94 and 5:95) in August of 2004 and adopted the same effective on December 20, 2004. (the "2004 Regulations")

The 2004 Regulations were challenged and on January 25, 2007, the Appellate Division invalidated various aspects of those regulations and remanded considerable portions of the rules to COAH with direction to adopt revised rules. In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing, 390 N.J. Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007) (the "2007 Case"). On January 22, 2008, COAH proposed and published revised third round regulations in the New Jersey Register. 40 N.J.R. 237. On May 6, 2008, COAH adopted the revised third round regulations and advised that the new regulations would be published in the June 2, 2008 New Jersey Register, thereby becoming effective.

On May 6, 2008, COAH simultaneously proposed amendments to the revised third round rules it had just adopted. Those amendments were published in the June 16, 2008 New Jersey Register, 40 N.J.R. 3373 (Procedural N.J.A.C. 5:96); 40 N.J.R. 3374 (Substantive N.J.A.C. 5:97). The amendments were adopted on September 22, 2008 and made effective on October 20, 2008. N.J.A.C. 5:96 and 5:97 as adopted in 2008 were challenged in an appeal entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J.Super. 462 (App. Div. 2010) (the "2010 Case"). In its October 8, 2010 decision, the Appellate Division determined, among other things, that the growth share methodology was invalid and that COAH should adopt regulations utilizing methodologies similar to the ones utilized in the first and second rounds, i.e. 1987-1999.

On September 26, 2013, the Supreme Court of New Jersey affirmed the Appellate Division's invalidation of the third iteration of the third round regulations, sustained their determination that the growth share methodology was invalid, and directed COAH to adopt new regulations based upon the methodology utilized in the first and second rounds. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013) (the "2013 Case"). COAH proceeded to propose such regulations in accordance with the schedule and amended schedule established by the New Jersey Supreme Court in the 2013 Case. On October 20, 2014, COAH deadlocked with a 3-3 vote and failed to adopt the revised third round regulations.

Due to COAH's failure to adopt the revised regulations and subsequent inaction, Fair Share Housing Center ("FSHC"), a party in the 2010 Case and the 2013 Case, filed a motion with the New Jersey Supreme Court to enforce litigant's rights. On March 10, 2015 the New Jersey Supreme Court issued its decision on FSHC's motion to enforce litigant's rights. The Supreme Court in the 2015 Case found that the COAH administrative process had become non-functioning and, as a result, returned primary jurisdiction over affordable housing matters to the

trial courts. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. (2015) (the "2015 Case").

In doing so, the Supreme Court established a transitional process for municipalities. The City of Hoboken falls into the third category identified by the Supreme Court as it was not within COAH's jurisdiction. The City must therefore file a declaratory judgment action with the Superior Court, Law Division in the County of Hudson seeking to declare its Housing Element and Fair Share Plans as being constitutionally compliant and seeking similar protections to those that the participating municipalities would have received if they had continued to proceed before COAH.

While the Supreme Court in the 2015 Case declined to adopt a specific methodology or formula to calculate the third round affordable housing obligations of the municipalities and instead left that determination to the 15 Mount Laurel Judges (one in each vicinage), it did provide some guidance by reiterating its endorsement of the previous methodologies employed in the First and Second Round Rules as the template to establish third round affordable housing obligations, and as abovementioned, by treating Participating Municipalities filing Declaratory Judgment actions in the same way that the 1985 FHA when originally enacted on July 2, 1985 treated municipalities transitioning from the judicial to the administrative process.

It is therefore recommended that the City Council adopt a Resolution authorizing the filing of a declaratory judgment action in the Superior Court. This will also permit the City to have a spending plan approved so that it can begin to disburse money currently located in its affordable housing trust fund. I have attached a draft resolution to this memo. The deadline for submission of declaratory judgment actions for municipalities within Categories 1 and 2 is July 7, 2015. Deadlines do not exist for those municipalities within Category 3 as no protections are currently in place from the filing of builder's remedy actions.

RDC/amb

941631_1

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 16 2015

SPONSORED:
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

CITY CLERK

RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN THE MATTER OF TORT CLAIM LITIGATION (O'NEIL V. CITY OF HOBOKEN, NO. 001180664) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY CHRISTOPHER VOGT TO MELLISSA LONGO IN THE SEPTEMBER 3, 2015 EMAIL

WHEREAS, the City of Hoboken is currently involved in a tort claim, O'Neil v. City of Hoboken, No. 001180664; and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a September 3, 2015 email from Christopher Vogt to Mellissa Longo; and,

WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds their suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the tort claim O'Neil v. City of Hoboken, No. 001180664 in an amount up to the monetary amount suggested by Christopher Vogt to Mellissa Longo by way of September 3, 2015 email.

Meeting date: September 16, 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	✓			

6

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY LSRP FOR THE FIRST AND JACKSON PROJECT IN AN AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS ($25,676.00) FOR A ONE YEAR TERM TO COMMENCE SEPTEMBER 17, 2015 AND EXPIRE SEPTEMBER 16, 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 First and Jackson Street Project for a total contract amount of Twenty Five Thousand Six Hundred Seventy Six Dollars ($25, 676.00), with a one (1) year term to commence on September 17, 2015 and expire September 16, 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 $25,676.00 **is available in the following capital appropriation** C-04-60-711-120 **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 Twenty Five Thousand Six Hundred Seventy Six Dollars ($25, 676.00), with a one (1) year term to commence on September 17, 2015 and expire September 16, 2016, in accordance with the present proposal of Excel Environmental as well as the CY2015 general engineering (LSRP) RFP and their responsive proposal, for LSRP services for the First and Jackson 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: September 16, 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: SEP 16 2015

CITY CLERK

Batch Id: GDS Batch Date: 09/14/15 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 09/16/2015	25,676.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	25,676.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	25,676.00

	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	25,676.00
Total:	1	25,676.00

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	25,676.00

Batch: GDS Updated Entries: 1 Updated Amount: 25,676.00 Ref Num: 3699

EXCEL
Environmental
Resources, Inc.

Solving Environmental Problems
& Creating Redevelopment Opportunities

September 4, 2015

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

RE: Technical and Cost Proposal
Preliminary Assessment and Site Investigation
651 First Street, Hoboken, New Jersey (Block 13 / Lot 15);
90 Jackson Street, Hoboken, New Jersey (Block 13 / Lot 16); and
609-615 First Street, Hoboken, New Jersey (Block 15 / Lot 12[and 13])
City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P14117

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for the preparation of a Preliminary Assessment and Site Investigation (PA/SI) on three lots as referenced above, located in Hoboken (the City), New Jersey (hereafter referred to as the subject property or Site). Note that based on Hudson County tax record information, Block 15, Lot 13 is incorporated into Block 15, Lot 12, therefore this additional lot is include within the scope of services. Refer to the attached aerial photograph referencing the Blocks and Lots included in this workscope.

One comprehensive PA/SI report will be prepared on behalf of the City and will incorporate the three above-referenced lots. It is our understanding that the City intends to conduct pre-acquisition environmental due diligence including environmental investigation, if necessary, in order to identify and evaluate all Areas of Concern (AOCs).

The objective of the PA is to identify potential environmental AOCs associated with the current and/or past uses at the subject property. The PA will be conducted to meet or exceed the minimum requirements for a PA as specified in N.J.A.C. 7:26E, the Technical Requirements for Site Remediation (hereafter referred to as the Technical Rules). The PA will satisfy the minimum due diligence requirements of the innocent purchaser defense as defined by N.J.S.A. 58:10-23.11g.

Based on Excel's limited research, it appears that several structures occupied all three lots in the past, as far back as at least 1931. Initial concerns include potential heating oil USTs,

former/historic operations and possibly buried demolition debris. The properties are not listed on NJDEP's DataMiner website or Known Contaminated Sites List. The NJDEP Historic Fill map indicates that these parcels fall within the mapped Historic Fill area.

SCOPE OF SERVICES

The following summarizes the proposed scope of work for implementation of the PA and SI.

Phase I: Preliminary Assessment

Task 1.0: Historic Document Review

In accordance with the Technical Rules for a due diligent inquiry, Excel will complete the following:

a. A review of any existing drawings, site plans, environmental information and/or other site records provided to Excel by you and/or the current property owners. Specifically, it is our understanding that the following will be provided to Excel:

   i. Available current and/or historic drawings and/or site plans as necessary for Excel to develop a site map if available;
   ii. Any existing environmental reports if available; and
   iii. A complete summary of property ownership and tenant history (including name of owner, years of operation at the property, and description of operations as applicable), if available.

b. Obtain and review the findings of a Title and Deed search, including Chain of Title information. Note that in accordance with Technical Rules requirements, ownership history must date from when the land was naturally vegetated or farmland and tenant history must be provided back to at least 1983.

c. Excel will acquire and review the results of a Federal and State environmental database search for the subject property and surrounding properties including, but not limited to: NPL, CERCLIS, LUST, UST, RCRA TSD, RCRA-SQG, RCRA-LQG, ERNS, SHWS, SWF/LF, FINDS, TSCA, NJ MAJOR, NJ SPILLS, and NJ RELEASE. This review is intended to further identify recognized environmental conditions and/or potential AOCs and to obtain information regarding any reported spills or documented violations at or in the vicinity of the subject property.

d. Available Sanborn™ Fire Insurance Maps and historic aerial photographs of the property will be reviewed to confirm historic property use and to identify potential AOCs and/or further evaluate recognized environmental conditions.

e. County and Municipal officials (including Health Department, Building Department, and Fire Department) will be contacted for identification of any records of discharges or

environmental incidents associated with the subject property or the properties within the immediate vicinity of the subject property.

f. An Open Public Records Act (OPRA) request will be submitted to the New Jersey Department of Environmental Protection (NJDEP) to identify any environmental records associated with the subject property. If files are located by the NJDEP, a file review may be warranted. Note that, in accordance with New Jersey's OPRA a response from the NJDEP should be received within seven days of the request. If a response is not received from the NJDEP prior to finalization of the PA Report, Excel will forward any pertinent information as an addendum to the report.

Task 2.0: Site Inspection and Interviews

In accordance with the Technical Rules, Excel will conduct a site inspection of the subject property to identify and further evaluate any potential AOCs related to current or past site uses or operations. Information obtained from the review of any previous environmental reports, the environmental database search, and the regulatory records will be used to focus and guide the site inspection. The site inspection will be focused on verification of potential AOCs identified through historic records review as well as identification of any additional issues and/or AOCs to determine if any further investigation is warranted as part of a Site Investigation (SI).

Note that access to all portions of the subject property is required at the time of the site inspection. The level of effort for the PA assumes that access to all areas of the subject property will be obtained on the day of the site inspection and that a follow up site visit will not be required. Note also that a knowledgeable representative of the property owners who has in-depth knowledge of the subject property should be available to answer questions at the time of the site inspection.

Task 3.0: Data Interpretation, Report Preparation, and Technical Consulting

Excel will summarize the results of the environmental database searches and the findings of the historic document review, including aerial photograph and Sanborn™ Fire Insurance Map review and interpretation, and outline the findings of the site inspection for inclusion in a PA Report that will meet Technical Rule requirements for the subject property. In addition to a discussion of potential AOCs as defined by the Technical Rules, the PA Report will contain an evaluation of the potential for radon to be a current and/or future issue of environmental concern on the subject property based on the findings of the PA. The report will also include recommendations for any additional evaluation and/or investigation that may be warranted based on the results of the PA, if any.

Phase II: Site Investigation

As previously stated, based on Excel's limited research, initial concerns include potential heating oil USTs, former/historic operations, possibly buried demolition debris and site-wide Historic Fill. The following SI scope of services is strictly based on Excel's limited research. If, based on the findings of the PA, other AOCs are found that require additional site investigation beyond this scope of services, Excel will immediately present an extension of services which will outline the additional items to be investigated and the associated cost.

Task 1.0: Geophysical Survey

In order to identify potential buried UST's, drums and/or other objects of potential environmental concern (which are possibly present based on the historic and current site operations), a ground penetrating radar (GPR) survey, or other equivalent geophysical survey method, will be conducted in areas of potential concern. One day onsite is expected for this activity.

Task 2.0: Soil Quality Investigation

Based on preliminary information regarding the Site and Excel's professional knowledge and experience on sites with a similar operational history, the following outlines potential AOCs that may require investigation at the Site. In order to verify soil quality, the estimated SI scope of work includes the performance of up to 15 soil borings advance using a Geoprobe direct push drilling rig at the site and the collection of soil samples for laboratory analysis. It is assumed that no groundwater investigation will be warranted. Two days onsite are expected for this activity.

- **Suspected UST Locations** –There is a potential for the existence of underground storage tanks (USTs) at the Site. The proposed SI work scope therefore includes soil borings for field screening and laboratory analysis for each of the identified USTs. Assuming one UST per lot that contained heating oil, the samples collected around the USTs (total of 12 samples) will be analyzed for Extractable Petroleum Hydrocarbons (EPH) with 2-Methyl Naphthalene and Naphthalene contingency analysis, if necessary per NJDEP guidance.

- **Site-Wide Historic Fill**– Based on historic operations associated with the subject property and its location, Historic Fill and/or Fill Materials may underlie the property. The proposed SI work scope therefore includes up to 3 additional soil borings/soil samples for field screening and laboratory analysis at locations selected across the site based on total acreage and per NJDEP technical guidance, to evaluate the presence or absence of Historic Fill. Soil samples will be collected for Target Compound List (TCL) Polycyclic Aromatic Hydrocarbons (PAHs), Target Analyte List (TAL) Metals, and 25%

of all samples collected for full TCL/TAL analysis and EPH per the Historic Fill Guidance Document (4/29/13).

Task 3.0: Site Investigation Report

Upon completion of the SI Activities, the SI findings will be incorporated into a comprehensive PA/SI report to be prepared in accordance with the Technical Rules (N.J.A.C. 7:26E-3.13). The report will have two primary sections, PA and SI, and will also include a narrative summary, conclusions and recommendations, a list and discussion of each AOC, tables, figures and appendices as required by NJDEP Technical Rules and Guidance.

FEES FOR SERVICE

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

1.0	**Comprehensive Preliminary Assessment to include Block 13, Lots 15 and 16; and Block 15, Lot 12 (3 Lots)**	**$6,960**
2.0	**Site Investigation to include Block 13, Lots 15 and 16; and Block 15, Lot 12 (3 Lots)**	**$18,716**

The total estimated Not-to-Exceed cost to complete the scope of work is **$25,676**. The scope and services and cost estimate is consistent with the Environmental Due Diligence/Recommended Course of Action Memorandum prepared for the City, dated October 7, 2014.

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 Preliminary Assessment/Site Investigation Report within approximately 6-8 weeks upon authorization. Please note that the SI scope of work is based on Excel's preliminary research on the Site, however, will ultimately be dictated by the findings of the PA, therefore the timeframe is reflected as a range.

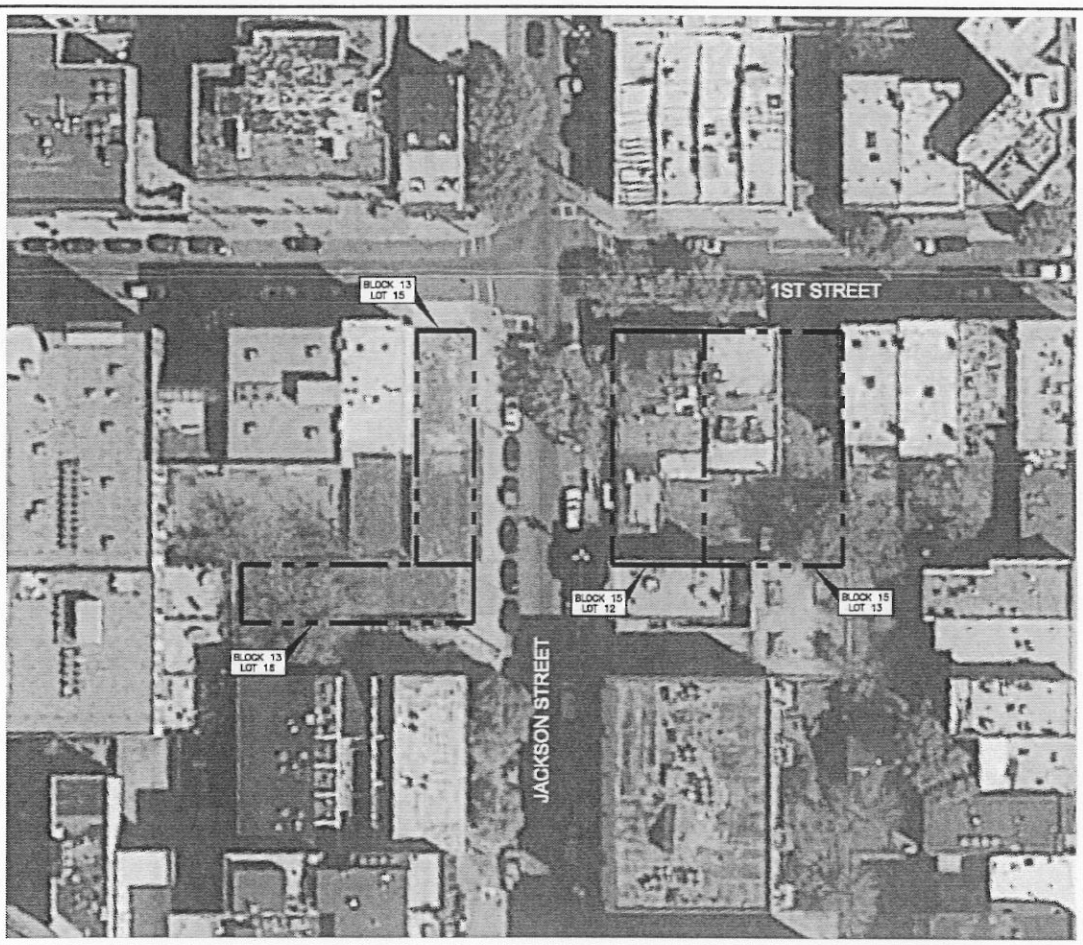
Thank you for the opportunity to assist with this project. Please feel free to contact me or Ron Harwood at (732) 545-9525 if you have any questions regarding this proposal or if you need any additional information.

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.

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

Attachment: Generalized Site Plan



LEGEND:

PROPERTY BOUNDARY

0 40' 80'

EXCEL Environmental Resources, Inc.

Solving Environmental Problems & Creating Redevelopment Opportunities

PROJECT :	BLOCK 13 LOTS 15 & 16 BLOCK 15 LOTS 12 & 13 HOBOKEN, NEW JERSEY		
DESCRIPTION :	FIGURE 1 GENERALIZED SITE PLAN		
DRAWN BY : RC	SCALE : 1"=40'	DATE : 9/4/15	
CHECKED BY : MM	REVISION :	PROJECT # P14117	

K:\Data\Proposals\P14117 Block 13 Lots 15, 16 Hoboken\Figures\Site Plan.dwg Layout: 8SIZE Date: 9/4/2015 11:31 AM Login: Ryan Corman

7

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 16 2015

Introduced by:
Seconded by:

CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED "ACCESS MOU" WITH DELAWARE DELTA LLC (ON BEHALF OF LANDICO REALTY AND THE ZAKLAMA FAMILY) FOR ENVIRONMENTAL TESTING BY THE CITY OF HOBOKEN ON 651 FIRST STREET AND 90 JACKSON STREET

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Access MOU between the City and Delaware Delta LLC, for environmental testing by the City of Hoboken on 651 First Street and 90 Jackson Street, as attached hereto; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said MOU, 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: September 16, 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	✓			

MEMORANDUM OF UNDERSTANDING
RIGHT TO ACCESS ON BEHALF OF CITY BY DELAWARE DELTA LLC
RE: 90 JACKSON STREET, BLOCK 13/LOT 16

This ACCESS MOU is hereby made and entered into this _____ day of _____, 2015, by and between the CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (*On Behalf of the General Public*), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "GRANTEE") and Delaware Delta LLC (*as property owner (on behalf of Landico Realty and Liquor License No. 0905-33-081-003*), whose address is 341 Raven Circle, Wyoming, Delaware 19334-4033) (hereinafter referred to as the "GRANTOR"), with regards to property located at 651 First Street, Hoboken, New Jersey (Block 13 / Lot 15) and 90 Jackson Street, Hoboken, New Jersey (Block 13 / Lot 16), (hereinafter referred to as "PREMISES").

W I T N E S S E T H;

WHEREAS, in order to perform necessary environmental testing to determine if the GRANTEE may accept from the GRANTOR a public park easement on the PREMISES, the GRANTEE has requested access to the location commonly referred to as 651 First Street, Hoboken, New Jersey 07030 (Block 13/Lot 15) and 90 Jackson Street, Hoboken, New Jersey 07030 (Block 13/Lot 16) which is owned by the GRANTOR; and,

WHEREAS, the GRANTEE requires access to the above mentioned PREMISES to perform the following: environmental testing by a Licensed Site Remediation Professional to determine whether the property is acceptable for use as a public park, and to take action to remediate the PREMISES to the standards required to utilize the property as a public park, should the testing demonstrate that the standards for a public park are not currently met; and,

WHEREAS, the GRANTOR desires to grant to the GRANTEE access to the aforementioned PREMISES for the aforementioned purposes.

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

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the PREMISES for the following purpose(s): environmental testing by a GRANTEE authorized and approved Licensed Site Remediation Professional to determine whether the PREMISES is acceptable for use as a public park, and to take action to remediate the PREMISES to the standards required to utilize the property as a public park, should the testing herein described demonstrate that the standards for a public park are not currently met.

2. This Access is granted for a term of Six (6) months, and thereafter for additional six (6) month terms until terminated, with or without cause, by written notice of either parties at least thirty (30) days prior to expiration of the then existing term. The Access shall continue in full force and effect hereunder until expiration of the then existing terms, or until terminated by GRANTOR or GRANTEE, with cause, upon thirty (30) days prior written notice.

3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE. The GRANTEE retains the right to use the Access Area in any manner not inconsistent with the rights herein granted, and the purposes herein expressed, to and on behalf of the GRANTEE.

4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly arising out of this Access MOU and/or

its work hereunder and/or use of the property herein permitted. The Parties further agree to indemnify and hold harmless the other Party , its officials, employees, representatives and agents ("Indemnified Party) from and against any and all claims, suits, demands, litigations and proceedings (the "Claims") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception resulting from the Indemnifying Party's conduct relating to this Access MOU, or the terms thereunder.

5. The GRANTEE agrees that any and all work performed on the PREMISES and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

6. Upon termination of this Access MOU, the GRANTEE shall, within a reasonable time and at the GRANTEE's initial cost and expense, subject to the repayment terms described herein, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access, normal wear and tear associated with the access excepted.

9. GRANTEE agrees to maintain insurance at a rate at or greater than $1,000,000.00 per incident during the term of this Access MOU.

10. GRANTEE agrees to finish all work in accordance with all applicable laws and regulations.

11. GRANTEE agrees to safe off the Access Area during the term of this Access MOU, to the extent necessary, as determined by the City Professionals, to protect the health, safety and general welfare of the public and the GRANTOR.

12. This Access Agreement is being entered into as a preliminary assessment of the ability of the property to be used as a park/playground, as a consequent of the Property owner/GRANTOR negotiating with the City/GRANTEE to give the City/GRANTEE a public easement over the PREMISES, where on the GRANTEE anticipates taking steps to construct and maintain an open park space; and, under the terms of the Easement Agreement currently being negotiated, the GRANTEE may, at its sole discretion, enhance the property to create a specialized park or a playground for public use for a twenty (20) year period, which would commence upon recording of an easement agreement between the parties. This Access Agreement and the environment testing being allowed hereunder are being done as a preliminary analysis of the costs associated with entering into said Easement Agreement, and constructing an open space park/playground thereupon.

13. GRANTOR hereby gives to GRANTEE the right to enter the PREMISES to undertake all necessary environmental testing and rehabilitation work on the PREMISES to determine if the PREMISES is in compliance or can be brought into compliance with applicable laws and codes related to the use of the Premises as a Public Open Space. The GRANTEE shall undertake all testing and rehabilitation work at its sole upfront cost; however, should the GRANTEE and GRANTOR enter into the underlying Easement Agreement being contemplated hereunder, then the costs associated with this environmental testing and rehabilitation work on the PREMISES shall become a lien against the PREMISES in accordance with the terms and conditions of the Easement Agreement, including without limitation, the sliding scale cost liability of both the GRANTEE and GRANTOR dependent on the actual term of the Easement.

14. GRANTEE agrees to forward to GRANTOR, via certified and regular mail, true and accurate copies of all reports and notices received as a result of the Access within fourteen (14) business days of receipt by GRANTEE. All mail hereunder shall be delivered to the following addresses:

Delaware Delta LLC
c/o Ibrahim Law Group, PC
97 Lackawanna Ave., Ste.001
Totowa, NJ 07512

IN WITNESS WHEREOF, the undersigned parties have executed this Access MOU on the day and year first above written.

GRANTEE: (The City of Hoboken, *On Behalf of the General Public*)

Signed:_____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on

this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTOR: (Delaware Delta LLC, As Property Owner, *On Behalf of Landico Realty and Liquor License No. 0905-33-081-003)*

Signed: John Zaklama John Zaklama, Director of Delaware Delta LLC

STATE OF New Jersey, COUNTY OF Passaic

The foregoing instrument was Sworn and Subscribed before me on

this 14th day of September, 2015

Notary Public: _____
(Signature of Notary Public)

Aimen I. Ibrahim, Esq.
Attorney At Law

Introduced by: 8
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION DECLARING AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(B) AND MAKING IMMEDIATELY EFFECTIVE PROPOSED ORDINANCE Z-373 ENTITLED "AN ORDINANCE OF THE CITY OF HOBOKEN AMENDING THE WORKFORCE HOUSING PROGRAM" IMMEDIATELY

WHEREAS, for the immediate protection of City interests, financially, legally and otherwise, the City Council hereby authorizes immediate enforcement of Ordinance Z-373 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

NOW THEREFORE, BE IT RESOLVED (***not less than two thirds of the whole council voting affirmatively***) that the City Council hereby authorizes immediate enforcement of Ordinance Z—373 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

BE IT FURTHER RESOLVED, The City Clerk and all other municipal officers are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and the City Clerk 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: September 16, 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: SEP 16 2015

James J. Farina
CITY CLERK

Introduced by: _____
Seconded by: _____

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CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF NATIONAL HISPANIC HERITAGE MONTH 2015

WHEREAS, National Hispanic Heritage Month begins each year on September 15, the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico, Chile and Belize also celebrate their independence days during this period and Columbus Day (Día de la Raza) is October 12; and

WHEREAS, President Lyndon Johnson approved National Hispanic Heritage Week in 1968 and it was expanded twenty years later on August 17, 1988 to cover a 30 day period from September 15 to October 15; and

WHEREAS, Hispanic Americans represent a wide variety of vibrant cultures, each of which contributes to our communities in a number of valuable ways. The United States and the State of New Jersey have always benefited from the diversity of our people, and Hispanics have played a large role in advancing our economy and contributing to our communities, with over 2.3 million businesses now owned by Hispanics; and

WHEREAS, Hispanics and Latino Americans have had and continue to have a profound and positive influence on this country and now make up 16% of the population in the United States today with over 50 million people. In New Jersey, Hispanics make up 18% of the State's population and over 42% of Hudson County's population; and

WHEREAS, Outstanding members of the Hispanic community add to our City and Country's accomplishments in technology, science, the arts, and politics. Hispanic citizens contribute daily to the quality of our lives and exhibit an eminent pride in our American heritage, a profound devotion to family, community, and country, and have an energetic commitment to hard work; and

WHEREAS, Hispanics have had a long and distinguished record of bravely serving our country, and currently comprise over 11% of active-duty military forces and over 157,000 members, with over 1.2 million Hispanics having served at one point in the U.S. armed forces; and

WHEREAS, Members of the Hispanic community comprise some of the top posts in the United States Government today, including Housing and Urban Development Secretary Julian Castro and Supreme Court Justice Sonia Sotomayor, and 29 members of the United States Congress and 3 Members of the United States Senate; and

WHEREAS, Hudson County is represented by several respected Hispanic elected officials and public servants, including United States Senator Robert Menendez, United States Congressman Albio Sires, Assembly Speaker Vincent Prieto, and Hudson County Prosecutor Esther Suarez; and

WHEREAS, Many Hispanics have contributed greatly to advocating for social justice

and equality for all men and women, regardless of ethnicity or religion; and

WHEREAS, Latinos and Hispanics have made outstanding contributions to the City of Hoboken. Recently. the Hispanic Culture Club celebrated its first annual Hispanic Heritage celebration at Hoboken High School, which featured the inaugural Hispanic Culture Club Hall of Fame. The club inducted four educators who went above and beyond in their careers as teachers in Hoboken. Additionally, Hoboken is home to the Puerto Rican Cultural Committee, which celebrates the Puerto Rican flag raising at City Hall each year, and raises funds to give annual scholarships to graduating Hoboken High School students; and

WHEREAS, the City Council seeks to recognize the contributions of Hispanic and Latino Americans to the United States, to the State of New Jersey and the City of Hoboken and celebrate their heritage and culture; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares its support and recognition for the contributions made and the important presence of Hispanic and Latino Americans, and celebrates their heritage and culture especially during National Hispanic Heritage Month 2015, and the City urges residents to observe the important occasion and participate in activities and programs that appreciate the cultural contributions of Latinos to American life.

Meeting date: September 16, 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: SEP 16 2015

James J. Farina

CITY CLERK

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE (H-GAC) PURCHASING PROGRAM

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, the City Council of the City of Hoboken is hereby requested to authorize the City of Hoboken's participation in the Houston-Galveston Cooperative Purchasing Program.

NOW, THEREFORE BE IT RESOLVED, pursuant to the provisions of N. J.S.A. 40A:11-11(5), the Mayor of the City of Hoboken is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

BE IT FURTHER RESOLVED The Lead Agency shall be responsible for complying with the provisions of the,. Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

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: September 16, 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	/			

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:_____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *_____ CITY OF HOBOKEN _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *94 WASHINGTON STREET, HOBOKEN, NJ 07030

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *09/16/2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *09/17/2015 and ends *12/31/2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF HOBOKEN
Name of End User *(local government, agency, or non-profit corporation)*

* 94 WASHINGTON STREET
Mailing Address

* HOBOKEN, NJ, 07030
City State ZIP Code

*By:
Signature of chief elected or appointed official

* MAYOR
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: CITY OF HOBOKEN County Name: HUDSON
(*Municipality/County/District/etc.*)

Mailing Address: 94 WASHINGTON STREET, HOBOKEN, NJ 07030
(*Street Address/P.O. Box*) (*City*) (*State*) (*ZIP Code*)

Main Telephone Number: (201) 420-2061 FAX Number: (201) 420-2096

Physical Address: 94 WASHINGTON STREET, HOBOKEN, NJ 07030
(*Street Address, if different from mailing address*) (*City*) (*State*) (*ZIP Code*)

Web Site Address: WWW.HOBOKENNJ.ORG

Official Contact: QUENTIN WIEST
(***Point of Contact for HGACBuy Interlocal Contract***)
Title: BISINESS ADMINISTRATOR
Ph No.: (201) 420-2061 -
Fx No. : (201) 420-2096 -
E-Mail Address: qwiest@hobokennj.gov

Mailing Address: 94 WASHINGTON STREET
(*Street Address/P.O. Box*)
HOBOKEN NJ 07030
(*City*) (*State*) (*ZIP Code*)

Authorized Official: DAWN ZIMMER
(*Mayor/City Manager/Executive Director etc.*)
Title: MAYOR
Ph No.: -
Fx No. : -
E-Mail Address:

Mailing Address: 94 WASHINGTON STREET
(*Street Address/O.O. Box*)
HOBOKEN NJ 07030
(*City*) (*State*) (*ZIP Code*)

Official Contact: AL B. DINEROS
(*Purchasing Agent/Auditor etc.*)
Title: PURCHASING AGENT - QPA
Ph No.: (201) 420-2087 -
Fx No. : (201) 420-2009 -
E-Mail Address: ADINEROS@HOBOKENNJ.GOV

Mailing Address: 94 WASHINGTON STREET
(*Street Address/O.O. Box*)
HOBOKEN NJ 07030
(*City*) (*State*) (*ZIP Code*)

Official Contact:
(*Public Works Director/Police Chief etc.*)
Title:
Ph No.: -
Fx No. : -
E-Mail Address:

Mailing Address:
(*Street Address/O.O. Box*)
(*City*) (*State*) (*ZIP Code*)

Official Contact:
(*EMS Director/Fire Chief etc.*)
Title:
Ph No.: -
Fx No. : -
E-Mail Address:

Mailing Address:
(*Street Address/O.O. Box*)
(*City*) (*State*) (*ZIP Code*)

*** denotes required fields**

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO WEINER LESNIAK FOR SPECIAL LEGAL COUNSEL – CY2015 LAND USE COUNSEL TO THE CITY OF HOBOKEN IN A NOT TO EXCEED AMOUNT OF NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($9,750.00) FOR THE ORIGINAL CONTRACT TERM, SPECIFICALLY FOR AFFORDABLE HOUSING LEGAL REPRESENTATION

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

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Land Use Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, the Administration determined that the firm can provide quality representation, and therefore a CY2015 contract was entered into with Weiner Lesniak per award of the City Council, and the Council now wishes to amend that award to include additional funds for affordable housing representation; and,

WHEREAS, **Weiner Lesniak** 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 $9,750.00 is available in the following appropriation c0455850866 **in the capital appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2015 Land Use Counsel be amended, for the original term to commence January 1, 2015 and expire December 31, 2015, for an increase in the total not-to-exceed amount by $9,750.00, for a new total not-to-exceed amount of Fifty Nine Thousand Seven Hundred Fifty Dollars ($59,750.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of $150.00/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 new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; 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: September 16, 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: SEP 16 2015

CITY CLERK

Batch Id: GDS Batch Date: 09/14/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-55-850-866 AFFORDABLE HOUSING ORDINANCE Z-218	Encumbrance	CFO Cert meeting of 09/16/2015	9,750.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	9,750.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	9,750.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	9,750.00
Total:	1	9,750.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	9,750.00

Batch: GDS Updated Entries: 1 Updated Amount: 9,750.00 Ref Num: 3698

Introduced by: _____ 12
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO HMR ARCHITECTS FOR ARCHITECTURAL SERVICES FOR RENOVATIONS TO CITY HALL FOR THE CITY OF HOBOKEN WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT, BUT FOR AN EXTENSION OF THE CONTRACT TERM FOR ONE ADDITIONAL YEAR, THROUGH SEPTEMBER 15, 2016

WHEREAS, service to the City as Architect 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 Qualifications for the Professional Services in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which HMR Architects responded to, and for which they received a contract, which the City now needs to extend to finalize the project; and,

WHEREAS, the firm can provide quality representation, and has specialized knowledge and background regarding this project which results in the most effective and efficient option for the City to finalize the project, therefore waiver of sections of Code Chapter 20A are appropriate in this circumstance; and,

WHEREAS, **HMR Architects** 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 not required for this contract amendment.

NOW THEREFORE, BE IT RESOLVED, (a majority of the full council voting affirmatively) that the contract with HMR Architects to represent the City as Architect be amended, for no change in the original contract amount, but with an extended termination date of September 15, 2016; 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 HMR Architects; 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: September 16, 2015

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

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

Councilperson	Yea	Nay	Abstain/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: SEP 16 2015

James J. Farina

CITY CLERK

14-79

Resolution authorizing a contract with Holt Morgan Russell Architects for Historic Preservation Plan for CIty Hall

City Clerk
1/22/14

29

Introduced by: [signature]
Seconded by: [signature]

CITY OF HOBOKEN
RESOLUTION NO.: 14-79

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH HOLT MORGAN RUSSELL ARCHITECTS AS ARCHITECTS FOR THE HISTORIC PRESERVATION PLAN FOR CITY HALL FOR THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF $48,750.00

WHEREAS, service to the City as Project Architect 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 services, are subject to the fair and open process, for which an RFP was published, which Holt Morgan Russell submitted a proposal in response to, which the City has determined by evaluation to be the most effective and efficient proposal for said services; and,

WHEREAS, Holt Morgan Russell is hereby required to continuously 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:

36,250.00 [initials] 2/13/14

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that ~~$37,500~~.00 is available in the following appropriations G-02-201-05-HT3 and that $12,500.00 is available in the following appropriation G-02-201-05-HM3 in the CY2014 temporary appropriation; 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 CY2014 budget.

Signed: [signature], George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Holt Morgan Russell to represent the City as Project Architect for the Historic Preservation Plan for City Hall be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Forty Eight Thousand Seven Hundred Fifty Dollars ($48,750.00); and

BE IT FURTHER RESOLVED, the contract shall include the terms of retention, as described in the RFP and Holt Morgan Russell's corresponding proposal; and

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

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

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

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

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

Reviewed:
Quentin Wiest
Quentin Wiest

Approved as to Form:
Melissa L. Longo
Melissa Longo, Esq.

Business Administrator

Corporation Counsel

Meeting Date: January 22, 2014

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	✓			

HMRARCHITECTS

September 2, 2015

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

Re: Professional Architectural Services Proposal
Miscellaneous Repairs - Hoboken City Hall

Dear Mr. Marks,

HMR Architects is pleased to provide the following proposal for Architectural Services related to Miscellaneous Repairs at Hoboken City Hall.

The scope of work includes the following:

1. Repair of Door at Tax Collector's Office: Provide specification and detail for replacement hardware and frame modification to secure door with historically appropriate hardware.
2. Push Bar at Main Entry Door: Provide specification for appropriate, code-compliant push bar at entrance doors.
3. Service Window at Construction Office: Provide appropriate design, construction drawing and specification for new hallway service window at Construction Office.
4. Encaustic Tile Floor: Inspect condition of tiles and provide documentation for stabilization, repair and restoration.

Construction Documents: Construction documents will be provided for the scopes of work noted above. Drawings will be in Autocad format and will include plans and details as needed to describe required work. Specifications information will be provided in abbreviated format.

Bid Phase Services: HMR will provide bid phase services compliance with NJ Local Public Contracts Law, as required. We anticipate that work construction costs will be below the NJ bid threshold, and that a competitive bid process will not be required. We will assist in procuring quotes from qualified contractors, reviewing quotes and making recommendations for contract award.

Construction Phase Services: HMR will provide limited construction phase services as required by the scope of work. Attendance at 2 site meetings is anticipated. HMR will also review submittals, respond to contractor questions, and monitor Contractor's Applications for Payment.

PHILETUS H HOLT III, AIA - ROBERT W RUSSELL, AIA - ERIC J HOLTERMANN, AIA - LAURA H CITRON, AIA, LEED AP
821 ALEXANDER ROAD - SUITE 115 - PRINCETON, NEW JERSEY 08540 - 609-452-1070 - HMR-ARCHITECTS.COM

HMRARCHITECTS

Description of Services and Fees: Proposed fees for preparation of Construction Documents are based on estimates of time for each phase of work. Fee breakdown is indicated on the attached fee worksheet.

We will execute a Standard AIA Form of Agreement between Owner and Architect. We will prepare invoices for our work on a monthly basis, based on the percentage of work completed by phase.

We have prepared this proposal based on our understanding of the specialized characteristics of this proposed work. Please call if you have any questions or would like to discuss the details of this proposal further. We look forward to continuing our work with you.

Sincerely,

Eric Holtermann, AIA

HMRARCHITECTS

2 September, 2015

Holt Morgan Russell Architects
Architectural Services Fee Proposal Worksheet

HOBOKEN CITY HALL - MISCELLANEOUS REPAIRS

FEE CALCULATION

	Const Docs	Bid & CA	Totals
Repair Door at Tax Collector Ofc	600	600	1,200
Install push bar at main entry door	600	600	1,200
Install service window at Const Ofc	2,000	1,600	3,600
Stabilization of encaustic tiles	800	800	1,600
Total Professional Fees:	4,000	3,600	**$7,600**
Allow for Reimbursables:	300	700	$1,000
Total Fee:			**$8,600**

COMPENSATION FOR ADDITIONAL SERVICES - HMR ARCHITECTS

Hourly billing rates for additional services:

Principal	$/hr	$185
Project Architect	$/hr	$130
Designer / Drafter	$/hr	$100

Secretarial services are included in the above r

NOTES

1 Fee is for limited Architectural services, as described in attached HMR letter.

2 Services of other consultants are not anticipated and are not included.

15

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO BOBCAT OF NORTH JERSEY TO PURCHASE ONE (1) BOBCAT SKID-STEER LOADER FOR DEPARTMENT OF HUMAN SERVICES IN ACCORDANCE WITH BERGEN COUNTY COOPERATIVE PURCHASING CONTRACT IN THE TOTAL AMOUNT NOT TO EXCEED $57,000.00

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 Bobcat of North Jersey has been approved for an Bergen County Cooperative Purchasing Contract , which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) Bobcat Skid-Steer Loader for Department of Human Services (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 Bergen County Cooperative Purchasing Contract; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $57,000.00 is available in the following appropriations:

C-04-60-715-211	$50,000.00
5-01-26-291- 029	$7,000.0

0in 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 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 Bergen County Cooperative Purchasing contract, for a total not to exceed amount of Fifty Seven Thousand Dollars and Zero cents ($57,000.00), as follows:

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

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

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

Bobcat of North Jersey
201 Maltese Drive
Totowa, NJ 07512

Meeting date: September 16, 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: SEP 16 2015

CITY CLERK

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 9, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase One (1) Bobcat Skid-Steer Loader NTE $57,000.00

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

Department of Human Services needs to purchase one (1) Bobcat Steer Loader for parks services.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Bobcat of North Jersey has been approved for an Bergen County Cooperative Purchasing Contract, which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $57,000.00:

Bobcat of North Jersey
201 Maltese Drive
Totowa, NJ 07512

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

Product Quotation

Quotation Number: 22318D022510
Date: 2015-08-13 14:35:44

Ship to	Bobcat Dealer	Bill To
City of Hoboken 94 Washington St Hoboken, NJ 07030 Phone: (201) 420-2000	Bobcat of North Jersey,Totowa,NJ 201 MALTESE DRIVE TOTOWA NJ 07512 Phone: (973) 774-9500 Fax: (973) 774-9501 ---------- Contact: Steve Caputo Phone: 973-774-9500 Fax: 973-774-9501 Cellular: 973-800-5097 E Mail: steve.caputo@njbobcat.com	City of Hoboken 94 Washington St Hoboken, NJ 07030 Phone: (201) 420-2000

Description	Part No	Qty	Price Ea.	Total
S850 Bobcat Skid-Steer Loader (IT4)	M0191	1	$61,536.00	$61,536.00
92 HP Turbo Interim Tier 4 Diesel Engine 2-Speed Travel Air Intake Heater (Automatically activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Controls with Power Assist Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown	Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar & 3-Point Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Tires: 14-17.5 12 PR Bobcat Heavy Duty Warranty: 12 Months, Unlimited Hours			
A91 Option Package	M0191-P01-A91	1	$8,784.00	$8,784.00
Cab Enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tach	Deluxe Instrument Panel Keyless Start Engine Block Heater Attachment Control Kit Cab Accessories Package			
100" Snow & Light Material Bucket	6727787	1	$1,805.00	$1,805.00
--- Bolt-On Cutting Edge, 100"	6715464	1	$219.24	$219.24

Total of Items Quoted		**$72,344.24**
Dealer P.D.I.		**$0.00**
Freight Charges		**$0.00**
Dealer Assembly Charges		**$0.00**
Discount	Bergen County COOP	**($14,468.85)**
Discount	Special Consideration	**($875.39)**
Quote Total - US dollars		**$57,000.00**

Notes:
Pricing per Bergen County CoOp Agreement.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print:_____ **Sign:**_____ **Date:** _____

NOTICE OF AWARD
COUNTY OF BERGEN
ADMINISTRATION & FINANCE, DIVISION OF PURCHASING
REGISTERED COOPERATIVE PRICING SYSTEM #11-BeCCP
REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04
ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

Service/Commodity:	**Supplemental Catalog / Commercial Grounds Maintenance Equipment & Accessories**
Bergen County Bid #:	**14-52**
Contract Period:	**22-Months 07/23/14 – 05/06/16**
Board of Chosen Freeholders Resolution:	**# 838-14 dated July 23, 2014**

PRICES:
Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:
The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:
All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.

Christine Healey

Christine Healey, MPA, QPA
Purchasing Agent

CH/jh

North Jersey Bobcat, Inc.
201 Maltese Drive
Totowa, NJ 07512
Contact Information: Vincent Ryan
Phone: 973-774-9500
Fax: 973-774-9503
email: vryan@bobcat.com

Yes to COOP

Brand:	**Bobcat**
Category:	Mini Excavator
Catalog Title:	
% Discount Base Machine:	20%
% Discount Original Manufacturer Options and Accessories	20%
% Discount Allied Accessories	
Allied Accessory Brands:	
Estimated Delivery time all products	60-90 days at most

Brand:	**Bobcat**
Category:	Compact Track Loader
Catalog Title:	
% Discount Base Machine:	20%
% Discount Original Manufacturer Options and Accessories	20%
% Discount Allied Accessories	
Allied Accessory Brands:	
Estimated Delivery time all products	60 - 90 days at most

Brand:	**Bobcat**
Category:	Utility Work Vehicle
Catalog Title:	
% Discount Base Machine:	10%
% Discount Original Manufacturer Options and Accessories	10%
% Discount Allied Accessories	
Allied Accessory Brands:	
Estimated Delivery time all products	60 - 90 days at most

Brand:	**Bobcat**
Category:	Mini Track Loader
% Discount Base Machine:	20%
% Discount Original Manufacturer Options and Accessories	20%
% Discount Allied Accessories	
Allied Accessory Brands:	
Estimated Delivery time all products	60-90 days at most

Brand:	**Bobcat**
Category:	Tele Handler
% Discount Base Machine:	20%
% Discount Original Manufacturer Options and Accessories	20%
% Discount Allied Accessories	
Allied Accessory Brands:	
Estimated Delivery time all products	60-90 days at most

Brand:	Towmaster
Category:	Trailer
% Discount Base Machine:	
% Discount Original Manufacturer Options and Accessories	0%
% Discount Allied Accessories	0%
Allied Accessory Brands:	
Estimated Delivery time all products	60-90 days at most

Batch Id: GDS Batch Date: 09/14/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-211 Z-361 Bobcat	Encumbrance	CFO Cert for meeting 09/16/2015	50,000.00	1
5-01-26-291-029 Maintenance Repairs-Streets&Roads	Encumbrance	CFO Cert for meeting 09/16/2015	7,000.00	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	7,000.00
	C-04	0.00	0.00	0.00	0.00	0.00	50,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	57,000.00

	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	57,000.00
Total:	2	57,000.00

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	57,000.00

Batch: GDS Updated Entries: 2 Updated Amount: 57,000.00 Ref Num: 3697

14

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TIMMERMAN EQUIPMENT COMPANY TO PURCHASE ONE (1) ELGIN BROOM BEAR STREET SWEEPER FOR STREET AND ROAD DEPARTMENT IN ACCORDANCE WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE PURCHASING CONTRACT # ELGIN 022014-FSC IN THE TOTAL AMOUNT NOT TO EXCEED $266,808.19

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 Timmerman Equipment Company has been approved for an NJPA Cooperative Contract # Elgin 022014-FSC, which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) street sweeper for Hoboken Street and Road 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 NJPA Cooperative Purchasing Contract # Elgin 022014-FSC; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $266,808.19 is available in the following appropriations:

C-04-60-715-210	$195,000.00
C-04-60-715-220	$5,000.00
G-02-25-114-002	$21,742.70
G-02-25-115-004	$25,065.49
5-01-26-291-030	$20,000.00

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 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 NJPA Cooperative Purchasing contract, for a total not to exceed amount of Two Hundred Sixty Six Thousand Eight Hundred Eight Dollars and Nineteen Cents ($266,808.19), 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:

   Timmerman Equipment Company
   PO Box 71
   Whitehouse, NJ 08888

Meeting date: September 16, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain/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: SEP 16 2015

James J. Farrin
CITY CLERK

PO Box 71 • Whitehouse, NJ 08888

TIMMERMAN EQUIPMENT COMPANY
Sales · Service · Parts
Since 1938

908-534-4126 • fax 908-534-2320

August 6, 2015

$ 266,808.19

Mr. Leo Pellegrini, Director
City of Hoboken
Dept. of Environmental Services
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Pellegrini:

For budget purposes, we are pleased to quote you on an Elgin Broom Bear with dual side brooms mounted on a current model Freightliner M2 106 chassis equipped with:

Freightliner M2-Cummins 260 HP diesel engine
Full air brakes
Dual steering
Dual controls
Right side dumping
4.5 cu. yd. hopper with dual, hydraulically driven, trailing arm side brooms
Broom side, 46" steel vertical digger 4 or 5 segment
Broom side, air floating suspension with adjustable reach, air deploy
Broom, main, 34" diameter, 60" wide prefab disposable, Standard spring suspended
Camera, Rear with in-cab monitor
Conveyer belt, Polyethylene with cleats on heavy duty steel upper and lower rollers
Conveyer, lift independent from main broom
Conveyor flush out system
Conveyor raise in reverse
Conveyer stall alarm
Dirt shoes, heavy duty single row carbide steel (rubber isolated)
Electric backup alarm
Hopper inspection door
Hopper, variable high dump, 4.5 cu yd with window and skylight
Hopper up indicator and beep
Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
Hydraulic oil level gauge w/ external thermometer and in-cab level light
Hydraulic system, load sensing with selectable transmission driven PTO pump
Lights, automatic backup
Lights, combination tail/stop, separate amber signal
Lights, flood light, one per broom
Manuals, operator and parts
Rear broom cover and anti-carryover wrap
Rear broom spray bar
Rear right hand flood light

ELGIN AQUATECH O'BRIEN F5 Altec Altec ACCUBRINE DURATECH epoke STEPP MFG

Reflectors, set of 6
Side broom speed control, external to cab
Sweep resume / raise in reverse
Tactile controls for all sweep functions
Tool storage
Water fill, anti-siphon
Water level indicator in-cab
Water Pump, electric diaphragm
Water tank, (3) individual molded polyethylene tanks totaling 360 gallon nominal capacity

Chassis Accessories Included:
AD9 air dryer
Heated mirrors remote controlled
Right hand fender mounted mirror
12" convex mirrors (ILO std 8")
AM/FM/CD radio
Fender mounted mirror-left hand
Full width front spray bar

Sweeper Accessories Included:
Broom bear service manual
Heavy duty lower roller
Hopper full indicator
Hydrant wrench
LED stop/tail/turn/rear ID/clearance lights
Left hand sidebroom tilt with indicator
Right hand sidebroom tilt with indicator
Slow moving vehicle sign
Spare tire & wheel, balanced
Rear flood light - top center
Lighting Package: 2 Amber LED Strobes 4" Round, 2 Amber LED Strobes 6" Oval, Warning Lights
Remote grease line
2-3/4 Lb. Fire extinguisher
Extended training/inspection 1 year (4 visits)
Sweeper warranty: One year
Cab paint color: WHITE
Sweeper paint color: WHITE

The price of this unit is	$ 262,000.00
Timmerman / NJPA Contract Elgin 022014-FSC discount	($ 4,501.81)
Total Price is	$ 257,498.19

The following optional equipment is available. Please add the corresponding cost of each item to the price quoted above.

Lifeliner hopper system with warranty	$ 4,415.00
Manufacturer's 3 year parts & labor warranty on sweeper	$ 4,895.00

We will deliver detailed bid specifications covering this unit for your use if you should so choose. If you need any additional information or have any further questions, please contact our Account Manager, Stephen R. Bumball, or me.

Thank you for your interest in our equipment.

Very truly yours,
W.E. Timmerman Co., Inc.

Nathan H. McCraney
Sales Manager

CC: Mr. James Davis

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 9, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase One (1) Street Sweeper NTE $266,808.19

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

The City needs to purchase one (1) street sweeper 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. Timmerman Equipment Company has been approved for an National Joint Powers Alliance (NJPA) Contract # Elgin 022014-FSC, which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $266,808.19:

Timmerman Equipment Company
PO Box 71
Whitehouse, NJ 08888

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

Batch Id: GDS Batch Date: 09/14/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-210 Z-361 Acquisition of street sweeper	Encumbrance	CFO Cert for meeting 09/16/2015	195,000.00	1
C-04-60-715-220 Z-361 Soft Costs non-finance	Encumbrance	CFO Cert for meeting 09/16/2015	5,000.00	2
G-02-25-114-002 Clean Communities Grant 2014 Solid Waste	Encumbrance	CFO Cert for meeting 09/16/2015	21,742.70	3
G-02-25-115-004 Clean Communities Grant FY 2015	Encumbrance	CFO Cert for meeting 09/16/2015	25,065.49	4
5-01-26-291-030 PROF. SERVICES - STREETS & ROADS	Encumbrance	CFO Cert for meeting 09/16/2015	20,000.00	5

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	20,000.00
	C-04	0.00	0.00	0.00	0.00	0.00	200,000.00
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	46,808.19
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	266,808.19

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	5	266,808.19
Total:	5	266,808.19

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	5	266,808.19

Batch: GDS Updated Entries: 5 Updated Amount: 266,808.19 Ref Num: 3696

15

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO AMANO MCGANN, INC TO PURCHASE PROPRIETARY COMPUTER HARWARE AND SOFTWARE FOR HPU PAYSTATION UPGRADE FOR A NOT TO EXCEED AMOUNT OF $174,800.00.

WHEREAS, N.J.S.A. 40A:11-5 (dd) allows municipalities to award public contracts without public bidding for the support and maintenance of proprietary computer hardware and software, which the City's original purchase from Amano McGann was compliant with; and,

WHEREAS, the Hoboken Parking Utility now requires upgrades to payment processing for the previously purchased pay stations; and,

WHEREAS, the Administration intends to use Amano McGann, Inc for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for said services and provisions for a total contract amount of One Hundred Seventy Four Thousand Eight Hundred Dollars and Zero Cents ($174,800.00), for goods and services as described in the attached proposal from Amano McGann, Inc; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $174,800.00 is available in the following appropriations: P-30-60-114-100; 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, 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 One Hundred Seventy Four Thousand Eight Hundred Dollars and Zero Cents ($174,800.00), for goods and services as described in the attached proposal from Amano McGann, Inc; and,

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

4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

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

Meeting date: September 16, 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:

SEP 16 2015

James J. Farrin

CITY CLERK

AMANO.

2699 Patton Road
Roseville, MN 55113
Tel: 612-331-2020
Fax: 612-331-5187
www.amanomcgann.com

Remit Payments to:
Amano McGann, Inc.
P.O. Box 860273
Minneapolis, MN 55486-0273

Invoice INV122847
Date 8/13/2015

Bill to:
0370022
City Of Hoboken
94 Washington St
Hoboken, NJ 07030

Location/Ship to:
City Of Hoboken
94 Washington St
Hoboken, NJ 07030

P- 30-60-114-100

P.O. Number	Project/Location	Ship Date	Shipping Method	Terms	Sales/Tech	Master No.
15-01029		7/16/2015	BEST WAY	NET 10		315624

Shipped	Item Number	Description	Unit Price	Ext. Price
15	APM-E21992	ELITE KEYPAD QWERTY	$500.00	$7,500.00
15	APM-S500158	STORM KEYPAD CABLE	$0.00	$0.00
15	APM-S500219	MOUNTING PLATE	$0.00	$0.00
15	APM-S500220	COVER S/N: 1 S/N: 2 S/N: 3 S/N: 4 S/N: 5 S/N: 6 S/N: 7 S/N: 8 S/N: 9 S/N: 10 S/N: 11 S/N: 12 S/N: 13 S/N: 14 S/N: 15	$0.00	$0.00
90	APM-BP0351	NUT	$0.00	$0.00
160	APM-S402353	STORM 40 BUTTON KEYPAD ASSY	$550.00	$88,000.00

Subtotal	$95,500.00
Tax	$0.00
Freight	$0.00
Total Due	**$95,500.00**

Thank You For Your Business.

We accept ACH or Wire Transfers, please reference the invoice number on your transaction, forward remittance advice to ar@amanomcgann.com and send your payment to:

US Bank, Minneapolis, MN
ABA 091000022
Account Number 104790406482

TOTAL SYSTEM SUMMARY

Products Subtotal:	$78,800.00
Installation & Technical Services:	$0.00
Freight:	$500.00
Applicable Taxes:	$0.00
Total System Investment:	**$79,300.00**

AMANO McGANN

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AMANO McGANN

Project Name: HPU Amano MSM

Proposal Number: Q-000020151

Proposal Date: 7/10/2015

Submitted to:	Hoboken Parking Utility	Submitted by:	Amano McGann, Inc.
Customer Name:		Amano Representative:	Todd Townsend
Address:	101 Hudson Ave	Address:	140 Harrison Ave
City, State, Zip:	Hoboken, NJ, 07030	City, State, Zip:	Roseland, New Jersey, 07068
Tel:		Tel:	815-636-3456
Email:		Email:	Todd.townsend@amanomcgann.com

Proposal valid through: 12/31/2015

Qty	Model	Description	Price Each	Price Extended
8	APM-1005CCB	MSM Elite-Solar, Pay and Display, GPRS (3G), Coin/Card/Bill Includes one bill vault. Credit for one coin vault	$9,000.00	$72,000.00
8	APM-1114BNV	Bill Vault (single vault) Required for bill acceptance.	Coin vault Credit	$0
8	APM-1103DPR	Dual Printer	$750.00	$6,000.00
8	APM-1127CMU	CDMA Modem (Verizon 3G) Upgrade Upgrade from GPRS (3G)	$100.00	$800.00

AMANO McGANN

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Terms & Conditions

Conditions and Disclaimers

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

Installation

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

Product Delivery

Estimated lead time for equipment is 12-16 weeks from receipt of all required order forms and deposit for product delivery, when applicable. Amano McGann will provide a secure off-site storage area for said materials throughout duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Tax

Prices in this proposal do not include tax.

Change Orders

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

Bonding, Insurance, & Liquidated Damages

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

Warranty

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

Payment Terms

1. 0 % down payment due upon acceptance of proposal.
2. Remainder to be invoiced upon completion of system installation.

AMANO McGANN

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3. Past due accounts will be subject to a late fee of 5% of the amount due.
4. Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services.

Proposal Validity

This proposal is valid through 12/31/2015. If the executed contract and/or purchase order is received after the expiration date, Amano McGann reserves the right to issue a revised proposal.

Acceptance & Authorization

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

Agreed on Behalf of Hoboken Parking Utility:

Signature _____

Print Name and Title _____

Date _____

Billing Address

_____

_____

_____

Client PO Number

_____

AMANO McGANN

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Warranty

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

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

This Amano McGann system comes with a Parts Warranty period of 12 months. Your warranty start date will begin upon substantial completion of system. All work is warranted in its entirety to be free of mechanical or electrical defects in design, material, and/or workmanship. Amano McGann will repair or replace all work delivered under the Contract and correct any defect within the Warranty Period at no additional cost. The maintenance service during the warranty period will include all parts, labor, transportation, and support services to successfully perform maintenance, repair, and/or replace any hardware, mechanical, electronic, programming, or software component, to ensure the parking control system performs according to the requirements of the technical specifications. This maintenance service includes all lane equipment, host computer system hardware, operating system, software, and all associated communication sub-systems and peripheral devices.

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

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

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

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Batch Id: GDS Batch Date: 09/14/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
P-30-60-114-100 2014 Multi Meters Z-313	Encumbrance	CFO Cert for meeting 09/16/2015	174,800.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	P-30	0.00	0.00	0.00	0.00	0.00	174,800.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	174,800.00

	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	174,800.00
Total:	1	174,800.00

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	174,800.00

Batch: GDS Updated Entries: 1 Updated Amount: 174,800.00 Ref Num: 3695

16

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER ELECTRICAL UPGRADE AS CHANGE ORDER NUMBERS 1 AND 2, IN AN INCREASED AMOUNT OF $6,165.83 ($3,925.68 FOR CO#1, $2,240.15 FOR CO#2) FOR A NEW NOT TO EXCEED TOTAL AMOUNT OF $1,048,765.83 (A 0.59% CHANGE)

WHEREAS, the City of Hoboken requires two change orders under the contract for the Multi Service Center Electrical Upgrade Project, which was originally awarded to Dee-En Electrical Contracting ("Dee-En") for $1,042,600.00; and,

WHEREAS, the Administration used Dee-En for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change orders (#1 and #2) to the contract for said services to Dee-En, for an increase in the contract amount by Six Thousand One Hundred Sixty Five Dollars and Eighty Three Cents ($6,165.83) ($3,925.68 FOR CO#1, $2,240.15 FOR CO#2), for a new total not to exceed amount of One Million Forty Eight Thousand Seven Hundred Sixty Five Dollars and Eighty Three Cents (**$1,048,765.83**) for work in accordance with two Dee-En Change Order Requests, dated August 21 and 29, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $6,165.83 is available in the following appropriation G-55-56-CD3-301 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 available for this purpose.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1 and #2) to the contract for Multi Service Center Electrical Upgrade Project to Dee-En for an increase in the contract amount by Six Thousand One Hundred Sixty Five Dollars and Eighty Three Cents ($6,165.83) ($3,925.68 FOR CO#1, $2,240.15 FOR CO#2), for a new total not to exceed amount of One Million Forty Eight Thousand Seven Hundred Sixty Five Dollars and Eighty Three Cents ($1,048,765.83) for work in accordance with two Dee-En Change Order Requests, dated August 21 and 29, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. 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.
3. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

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

Meeting date: September 16, 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: SEP 16 2015

CITY CLERK

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

August 21, 2015

C/O #1 Proposal

HOBOKEN MULTI SERVICE CENTER

ELECTRIC SERVICE UPGRADE

124 GRAND STREET

REMOVAL OF UNFORSEEN CONCRETE SLAB IN TRENCH

Labor:	
2 Men 28 Hours	$2,383.92
Material:	
Diamond Masonry Blade	$167.72
Breaking Hammer Cost – 2 Days	$212.00
Dumpster Container	$650.00
Total Labor & Material Cost	***$3,413.64***
15% Profit & Overhead	$512.04
Total C/O Amount	**$3,925.68**

Thank You,

Dominick Livia

DEE-EN Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

August 25, 2015

C/O #2 Proposal

HOBOKEN MULTI SERVICE CENTER

ELECTRIC SERVICE UPGRADE

124 GRAND STREET

REMOVAL OF UNFORSEEN CONCRETE FOOTING

Labor:	
2 Men 14 Hours	$1,191.96
Material:	
Diamond Masonry Blade	$0
Breaking Hammer Cost – 1 Day	$106.00
Dumpster Container	$650.00
Total Labor & Material Cost	***$1,947.96***
15% Profit & Overhead	$292.19
Total C/O Amount	**$2,240.15**

Submitted by DEE-EN Electrical Contracting, Inc. _____

City of Hoboken – Authorized by _____

***Due to C/O, contract to be extended by 0 days.**

Batch Id: GDS Batch Date: 09/14/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	CFO Cert for meeting 09/16/2015	6,165.83	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	G-55	0.00	0.00	0.00	0.00	0.00	6,165.83
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	6,165.83

	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	6,165.83
Total:	1	6,165.83

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	6,165.83

Batch: GDS Updated Entries: 1 Updated Amount: 6,165.83 Ref Num: 3694

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
SEP 16 2015

CITY CLERK

18

Sponsored by:

Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND JOHN R. POWERS II, OWNER OF BLOCK 38 LOT 14 QUAL C0004 (a/k/a 235 Monroe Street, Unit #4), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

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

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

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

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to John R. Powers II, owner of Block 38 Lot 14 Qual C0004, more commonly known as 235 Monroe Street, Unit #4, Hoboken, such a license.

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

1) Approval of the attached License Agreement between the City of Hoboken and John R. Powers II, owner of Block 38 Lot 14 Qual C0004, more commonly known as 235 Monroe Street, Unit #4, shall be subject and limited to the details and specifications included in the attached Application and encroachment plan drawings by Jensen C. Vasil, PC accompanied by a photograph of the existing condition and a letter of consent from the Condominium Association;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: September 16, 2015

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Mellissa Longo, Esq., Corporation Counsel

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

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2015**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **JOHN R. POWERS II**, owner of 235 Monroe Street, Hoboken, Unit #4, NJ 07030, (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

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

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing a new stoop measuring 11'4"(w) x 3'(d) adjacent to the building fronting onto Third Street; and

WHEREAS, the area of encroachment along Third Street will be so altered from its existing condition leaving not less than 9' of unobstructed pedestrian egress along the block frontage; and

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

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 38 Lot 14, to construct a new stoop measuring 11'4"(w) x 3'(d) adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

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

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

Signed: _____

Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

LICENSEE: John R. Powers II, owner in fee of Block 38 Lot 14 Qual C0004, more commonly known as 235 Monroe Street, Unit #4, Hoboken, NJ.

Signed: _____

Printed: _____,

John R. Powers II
Owner of 235 Monroe Street, Unit #4, Hoboken, NJ

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address: 235 Monroe Street

Block: 38

Lot(s): 14

Applicant: Jensen C. Vasil R.A.

Address: 205 12th Street
Hoboken, NJ 07030

Phone: 201.850.1055

e-mail: jensen@jcvarch.com

Owner (if other than Applicant): Mr. John Powers

Address: 235 Monroe Street
Hoboken, NJ 07030

Phone:

e-mail:

Date Received:

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

New stairs to original window opening at 1st floor fronting 3rd Street.
SEE ATTACHED DRAWINGS, A1, A2 & A3.

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

Stairs proposd in order to create private entrance to 1st floor unit.

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

Interior renovation plans have been approved by zoning and building departments.

Documents provided with application; check all that apply:

- ☐ Survey
- ☒ Architectural drawings
- ☒ Metes and bounds detail for the area of encroachment
- ☒ Prior approvals
- ☐ Other:

Applicant's signature

6/14/15
Date

REALTY EXPRESS LaBarbera
Property Management, LLC

210 Washington Street
Hoboken, NJ 07030
Bus: (201) 216-5757
Fax: (201) 714-7767

July 28, 2015

RE: 235 Monroe St #4 – Exterior steps

To Whom It May Concern:

The drawings that were prepared by Jensen C. Vasil Architect PC were reviewed and approved. The 235 Monroe Street Condominium Association has received no objections from its owners in regards to the exterior private entrance to the above referenced unit.

All costs to amend the master deed and bylaws as well as future expenses for repair or replacement as well as snow removal will be the sole responsibility of this unit.

Best,

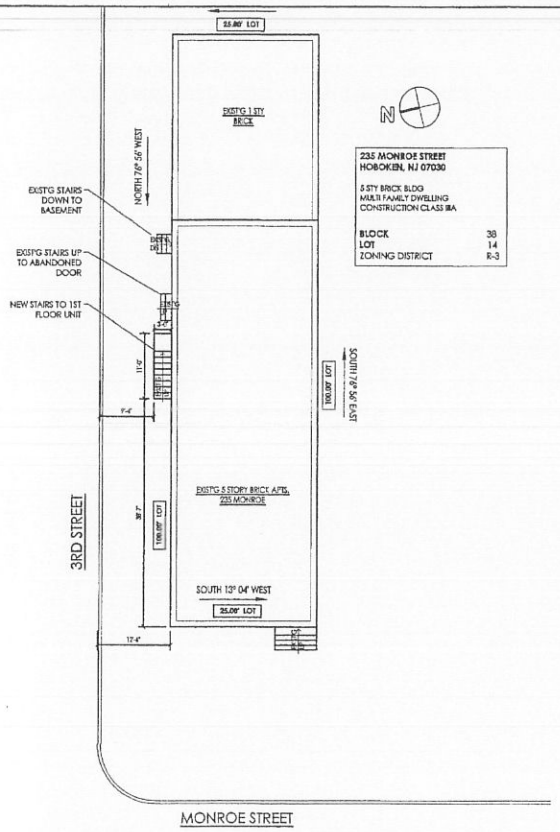
Vincent LaBarbera

Digitally signed by Vincent LaBarbera
Date: 2015.07.28 12:32:54 -04'00'

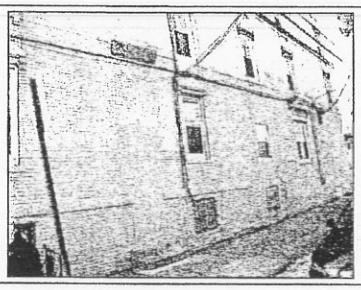
Vincent LaBarbera
Property Manager
235 Monroe Street Condominium Association

RECEIVED
JUL 29 2015
BY:

Accepted by
Unit 4 Owner – John Powers Date



1 PROPOSED SITE PLAN
N.T.S.



2 EXIST'G PHOTO
N.T.S.

AREA CALCULATIONS

TOTAL LAND OF PRIVATE PROPERTY:	0 SF
TOTAL LAND ON CITY PROPERTY:	33 SF

METES AND BOUNDS DESCRIPTION OF CITY PROPERTY AFFECTED

BEGINNING AT A POINT ON THE SOUTH SIDE OF THIRD STREET 38'-7" FEET EAST OF THE CORNER OF THE INTERSECTION FORMED BY THE SOUTHERLY LINE OF THIRD STREET AND THE EASTERLY SIDE OF MONROE STREET; THENCE

1. 11.00' SOUTH 76 DEGREES 56 MINUTES EAST; THENCE

2. 3.00' NORTH 13 DEGREES 04 MINUTES EAST; THENCE

3. 11.00' NORTH 76 DEGREES 56 MINUTES WEST; THENCE

4. 3.00' SOUTH 13 DEGREES 04 MINUTES WEST TO A POINT AND PLACE OF BEGINNING;

TOTAL AREA OF 33 SQUARE FEET.

3 BUILDING INFORMATION
N.T.S.

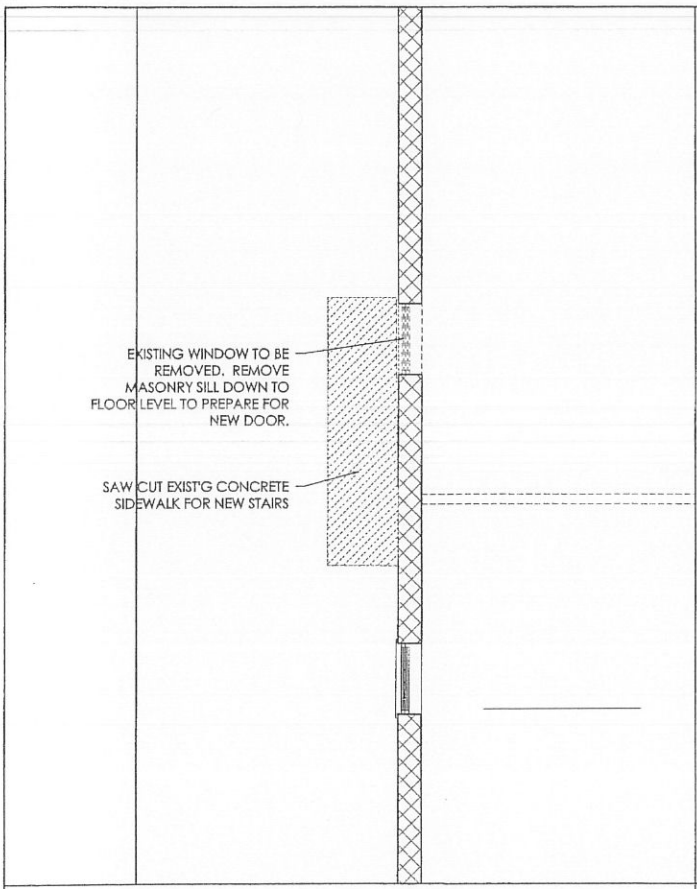
A-1

OWNER:
MR. JOHN POWERS
235 MONROE STREET
HOBOKEN, NJ 07030

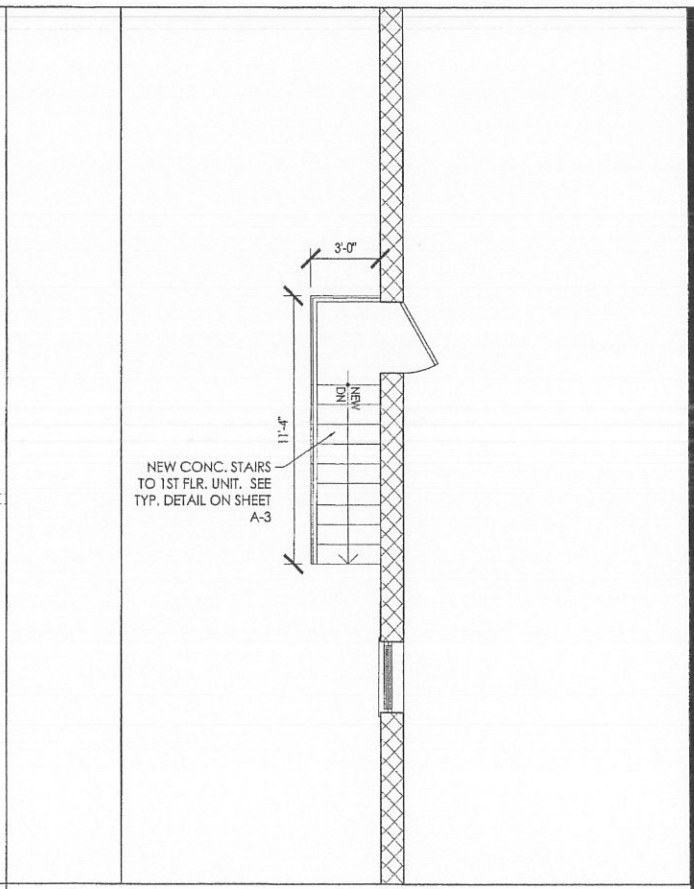
PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
205 12TH STREET
HOBOKEN, NJ 07030
201 850 1055 (t)
201 221 7566 (f)

SIGNATURE + SEAL



1 PUBLIC R.O.W. DEMOLITION PLAN
3/16" = 1'-0"



2 PUBLIC R.O.W. CONSTRUCTION PLAN
3/16" = 1'-0"

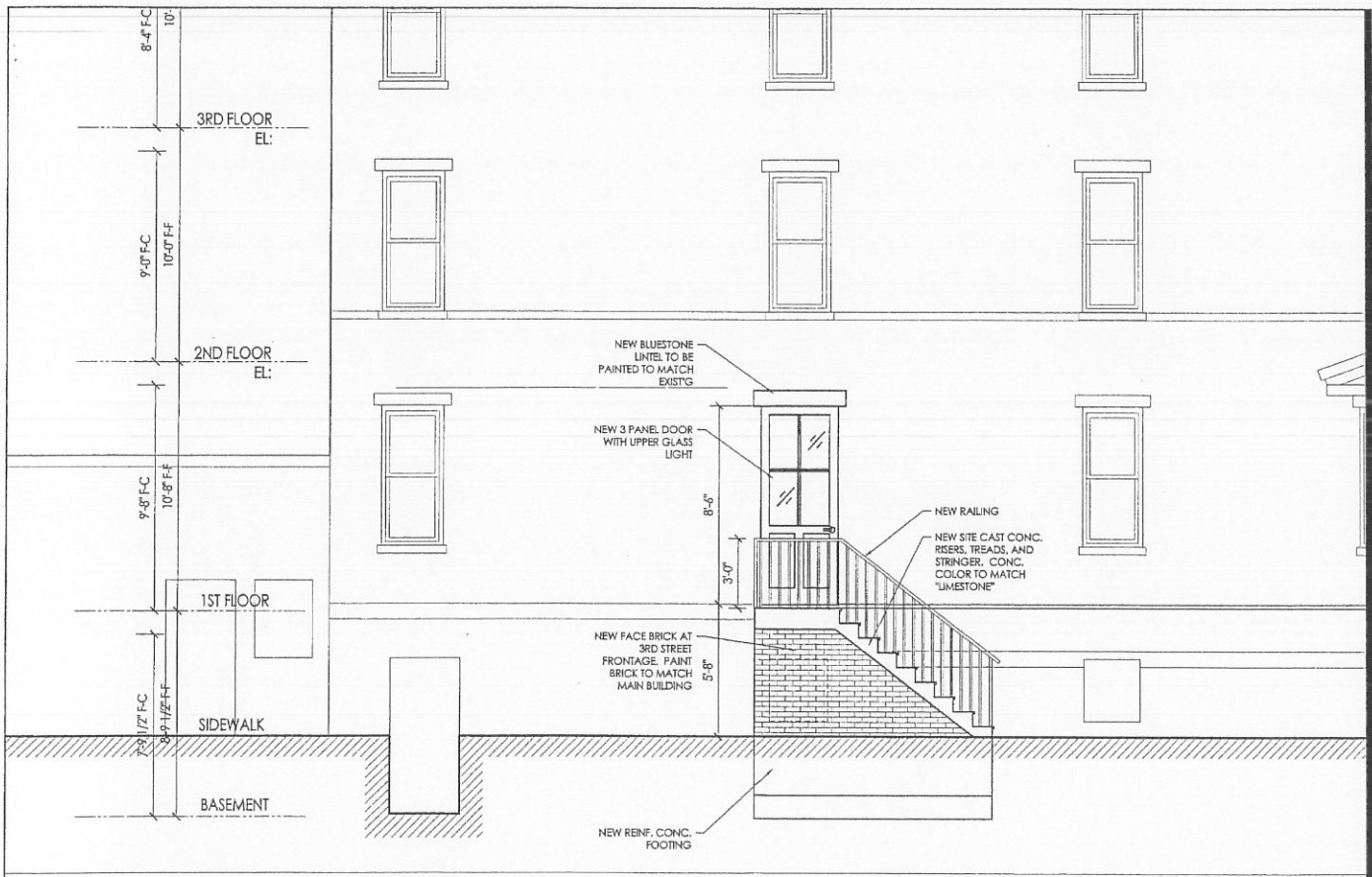
A-2

OWNER:
MR. JOHN POWERS
235 MONROE STREET
HOBOKEN, NJ 07030

PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
205 12TH STREET
HOBOKEN, NJ 07030
201 850 1053 (T)
201 221 7564 (F)

SIGNATURE + SEAL



1 3RD STREET ELEVATION

1/4" = 1'-0"

A-3

OWNER:
MR. JOHN POWERS
235 MONROE STREET
HOBOKEN, NJ 07030

PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
205 12TH STREET
HOBOKEN, NJ 07030
201 850 1055 (f)
201 221 7566 (f)

SIGNATURE + SEAL

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REJECTING A BID FOR THE PROVISIONS OF EXTERIOR RENOVATIONS TO POLICE HEADQUARTERS PROJECT, OTHERWISE KNOWN AS BID NO. 15-27, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(A) AND (B).

WHEREAS, proposals were received for the provisions of Bid Number 15-27; 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. 15-27, 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. 15-27, 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: September 16, 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	✓			

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 Regular Mail

September 10, 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. 15-27
City of Hoboken, Hudson County, New Jersey
Our File No. HO-467

Dear Mr. Pellegrini:

On September 10, 2015, the City of Hoboken (City) received one (1) bid 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 the summary of the one (1) bid:

Bidder	**Bid Amount**
A-Tech Concrete Co.	$ 176,750.00 Base Bid
11 Taylor Road	$ 86,550.00 Alt. Bid A
Edison, New Jersey 08817	$ 83,350.00 Alt. Bid B
	$ 346,650.00 Total Bid Price

RECOMMEDATION

Attached is a summary of the received bid. It is the recommendation of this office that the bid be rejected as it exceeds the funds allocated for the project.

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
Attachment

cc: City of Hoboken Purchasing Department

150910JAPL1 Bid Recommendation.doc

Boswell McClave Engineering
330 Phillips Avenue
South Hackensack, NJ 07606

EXTERIOR RENOVATIONS TO POLICE HEADQUATERS
BID NO. 15-27
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-467 - RE-BID

BID DATE: September 10, 2015 11:00 AM

				A-Tech Concrete Co. 11 Taylor Road Edison, NJ 08817									
ITEM NO.	DESCRIPTION	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	Clearing Site	LS	1	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2	Allowance for Police Traffic Directors	Allowance	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
3	Maintenance and Protection of Traffic	LS	1	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	Soil Erosion and Sediment Control Measures	LS	1	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	Concrete Sidewalk, 4" Thick	SY	300	$85.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	Concrete Driveway, 6" Thick	SY	60	$100.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	9" x 18" Concrete Vertical Curb	LF	150	$35.00	$5,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8	Reconstruction of Concrete Ramp	LS	1	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9	Reconstruction of Concrete Steps	LS	1	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL BASE BID				$176,750.00		$1,500.00		$1,500.00		$1,500.00		$1,500.00
	ALTERNATE BID 'A'												
1A	Clearing Site	LS	1	$23,000.00	$23,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5A	Concrete Sidewalk, 4" Thick	SY	35	$90.00	$3,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10A	Excavation, Unclassified	CY	150	$95.00	$14,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11A	Dense-Graded Aggregate Base Course, 4" Thick	SY	600	$10.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12A	Hot Mix Asphalt 19M64 Base Course	TON	125	$150.00	$18,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13A	Hot Mix Asphalt 9M64 Surface Course	TON	90	$200.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14A	Traffic Stripes, Long-Life, Epoxy Resin 4"	LF	350	$5.00	$1,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15A	Topsoiling, 4" Thick	SY	50	$15.00	$750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16A	Fertilizing and Seeding, Type A-3	SY	50	$9.00	$450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17A	Straw Mulching	SY	50	$9.00	$450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL ALTERNATE BID 'A'				$86,550.00		$0.00		$0.00		$0.00		$0.00
	ALTERNATE BID 'B'												
1B	Clearing Site	LS	1	$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10B	Excavation, Unclassified	CY	160	$95.00	$15,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11B	Dense-Graded Aggregate Base Course, 4" Thick	SY	600	$10.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12B	Hot Mix Asphalt 19M64 Base Course	TON	125	$150.00	$18,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13B	Hot Mix Asphalt 9M64 Surface Course	TON	90	$200.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14B	Traffic Stripes, Long-Life, Epoxy Resin 4"	LF	350	$5.00	$1,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15B	Topsoiling, 4" Thick	SY	50	$15.00	$750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16B	Fertilizing and Seeding, Type A-3	SY	50	$9.00	$450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17B	Straw Mulching	SY	50	$9.00	$450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL ALTERNATE BID 'B'				$83,350.00		$0.00		$0.00		$0.00		$0.00
	TOTAL BASE BID, ALTERNATE BID 'A', ALTERNATE BID 'B'				$346,650.00		$1,500.00		$1,500.00		$1,500.00		$1,500.00

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 10, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Reject Bid Proposal for Bid 15 – 27
Exterior Renovation of the Police Headquarters

One (1) bid proposal was received on Sep 10, 2015.

The bid proposal received from A-Tech Concrete Co. exceeds the cost estimate and the appropriation for the project. I concurred with Boswell Engineering to reject the bid proposal received from the vendor.

The following information provided:

A-Tech Concrete Co.	$ 176,750.00	Base Bid
11 Taylor Road	$ 86,550.00	Alt. Bid A
Edison, New Jersey 08817	$ 83,350.00	Alt. Bid B
	$ 346,650.00	Total Bid Price

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

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

21

Sponsored By: _____

Cosponsored By: _____

RESOLUTION NO:

RESOLUTION AMENDING THE ONE (1) YEAR ACTION PLAN FOR THE 2015 PROGRAM YEAR FOR LOCAL IMPLEMENTION OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN PROCESS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the City of Hoboken accepted status as an Entitlement Grantee through the US Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program beginning Federal Fiscal Year 2015 ; and

WHEREAS, Entitlement Grantees are required to adopt a 5-Year Consolidated Plan for Housing and Community Development and a One-Year Action Plan which serves as the annual application for CDBG Entitlement funds allocation, and

WHEREAS, the City has adopted a 5-Year Consolidated Plan for Housing and Community Development 2015-2019 and the One-Year Action Plan component for the 2015 Program Year, which was done in accordance with rules and regulations governing the Consolidated Plan; and

WHEREAS, the One-Year Action Plan component for the 2015 Program Year coordinates all elements of community development to include Public Services; Program Planning and Administration; and Public Facilities; and

WHEREAS, the City conducted an application period between June 30, 2015 to August 5, 2015 for eligible applicants to fulfill the Goals and Objectives of the One-Year Action Plan component for the 2015 Program Year; and

WHEREAS, the City received a qualifying application to facilitate Economic Development within the City of Hoboken; and

WHEREAS, the City Council Ad-Hoc CDBG Subcommittee recommends funding towards the organization for Economic Development services.

NOW, THERFORE, it is hereby resolved by the City Council:

1. The One-Year Action Plan for the 2015 Program Year, as adopted on May 6, 2015 is amended to include Economic Development as part of its Goals and Objectives to be funded for $12,500 for Program Year 2015.

2. This Resolution shall be effective immediately.

Meeting Date: September 16, 2015

Department of Community Development

Brandy A. Forbes, Director

Approved as to form:

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Giattino	/			
Councilwoman Mason	/			
Councilman Mello	/			
Councilman Occhipinti	/			
Councilman 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: SEP 16 2015

CITY CLERK

22

Sponsored By: Bhalla

Seconded By: Doyle

RESOLUTION NO.:____

RESOLUTION AMENDING THE RULES OF PROCEDURE FOR THE CITY COUNCIL OF THE CITY OF HOBOKEN

WHEREAS, the City Council of the City of Hoboken is granted the exclusive authority to adopt rules of procedure for its own internal governance, pursuant to the Faulkner Act, N.J.S.A. 40:69A-36(f); and,

WHEREAS, the City Council last adopted rules of procedure on February 5, 2015; and

WHEREAS, the City Council wishes to amend those rules of procedure for its internal governance to revise the day that the City Council meeting agenda and the documents in the City Council meeting package will be completed;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, that the following rules of procedure are hereby adopted for the government of this City Council and the prior rules of procedure repealed.

RULE I

Regular Meetings: The Council shall hold regular meetings in accordance with an annual schedule to be adopted at the Council's re-organizational meeting. Generally, meetings shall be held on the first and third Wednesdays of each month at 7:00 P.M., subject to summer schedules, holidays, and conflicting City events. Council meetings shall ordinarily be held in the Council Chambers at Hoboken City Hall, except that the Council President or a majority of Council members may, in writing, call a meeting to be held in any other suitable public place within the City of Hoboken that is accessible to the public and in accordance with state statutes. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of all regular meetings. Robert's Rules of Order shall be followed at regular meetings to the extent that they do not conflict with these Rules of Procedure. The Council may also establish that it will hold regular caucus or workshop sessions, provided, however, that any such sessions comply with the Open Public Meetings Act. All regular meetings shall end no later than 12:00 A.M., except for

situations when there is emergent City business that must be addressed and a majority of the Council members present has voted in the affirmative to continue the meeting after 12:00 A.M.

RULE II

Special and Emergency Meetings: The Mayor may call a special or emergency meeting of the Council by notice to the Council President and the Clerk. In the notice the Mayor shall designate the purpose of the special or emergency meeting, and no other business may be considered. A special or emergency meeting may be held in any suitable place within the City of Hoboken that is accessible to the public. A special or emergency meeting may also be called by the written request of a majority of Council members to the Council President, the Clerk and the Mayor. The written request shall designate the purpose of the special or emergency meeting, and no other business shall be considered. Whenever an emergency meeting is called, the Clerk shall immediately notify, by the most expedient means possible, all Council members, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors of the date, time, location, and agenda of the meeting to the extent known. Only those matters permitted by law may be considered at an emergency meeting. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of special and emergency meetings. Robert's Rules of Order shall be followed at special and emergency meetings to the extent that they do not conflict with these rules of procedure. All special and emergency meetings shall end no later than 12:00 A.M., except for situations when there is emergent City business that must be addressed and a majority of the Council members present has voted in the affirmative to continue the meeting after 12:00 A.M.

RULE III

Agenda: The City Clerk shall prepare a typewritten meeting agenda, according to the order of business set forth in these Rules of Procedure. The City Clerk shall provide a copy of the agenda to the Council President for his or her review and approval on the Wednesday preceding each regular Wednesday Council meeting. All reports,

communications, resolutions, ordinances, contract documents, or other matters to be submitted to the Council, whether by Council members or the Administration, shall be delivered to the City Clerk by 4:00 P.M. on the Thursday preceding each regular Wednesday Council meeting (the "Submission Deadline."), so long as the same relates to matters already included in the agenda previously submitted to the Council President. The City Clerk shall immediately date and time-stamp each original submission. The City Clerk shall provide a copy of the Council package to the Council President for his or her review and approval on the Thursday preceding each regular Wednesday Council meeting. The City Clerk shall then provide the agenda and Council package to each member of the Council, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors as far in advance of the meeting as time for preparation will permit. Normally, delivery of the agenda and Council package shall be effectuated by forwarding via electronic mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting. Any Council Member who wishes to obtain a hard copy of the Council package shall advise the Clerk in writing, and, in such circumstances, delivery of the Council package shall be effectuated by forwarding the documents via regular mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting. When necessary in exceptional circumstances, the Clerk may effectuate delivery of the agenda via hand delivery. Regular meetings held on a day other than Wednesday shall also follow the time frames set forth in this rule to the extent possible.

Urgent Matters:

After the Submission Deadline, no matters shall be presented to the Council except those of an urgent nature. A matter shall be considered urgent in nature if the Council's failure to consider the matter at the next regularly scheduled meeting of the Council would have an adverse consequence upon the City, or any agency or employee thereof.

If urgent matters are submitted after the Submission Deadline by the Administration, facts must be presented in writing establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as

urgent in writing by the Mayor before presentation to the Council. If urgent matters are submitted by Council members after the Submission Deadline, facts must be presented in writing by the Council member establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as urgent either by the President or by a vote of the majority of the council present at the meeting.

Public Access to Documents:

Copies of the agenda and all supporting documents shall be promptly placed on the City's website, www.hobokennj.gov, in compliance with the Chapter 25 of the Code of the City of Hoboken, "Electronic Accessibility of Public Information," and shall be made available to the public through the Clerk's office as soon as practicable. Agendas for special and emergency meetings shall be prepared and distributed in compliance with this Rule to the extent practicable under the circumstances.

The provisions of the Open Public Meetings Act shall govern the conduct, agenda, and procedures for all meetings. As described above, the Council may consider and act upon urgent matters at a regular meeting even if the matter was not listed on the agenda. All ordinances and resolutions, however, must be introduced in written or typewritten form, and copies provided to each member of the City Council, the City Clerk as soon as practicable, and reviewed by the Corporation Counsel. The Mayor, Council President or a majority of the Council present at the meeting must have determined that the matter is of an urgent nature in accordance with this Rule before the City Council may take any action on any such ordinance or resolution. The City Clerk shall assist in providing sufficient written copies during any meeting as necessary to comply with this Rule.

RULE IV

The Presiding Officer - Election and Duties: The presiding officer of the Council shall be the President, who shall be elected at the re-organizational meeting and shall hold office for a period of one (1) year. At the re-organizational meeting the Vice President of the Council shall also be elected and shall hold office for a period of one (1) year. In the President's absence, the Vice President of the Council shall preside over the Council. In

the absence of both the President and Vice President, a presiding officer shall be elected by a majority of the Council members present.

The President shall assume the chair of the presiding officer immediately after his or her election, and shall thereafter determine the seating arrangements for the remainder of the Council. The presiding officer shall preserve strict order and decorum at all meetings of the Council. The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. The President may vote on all questions, and his or her name will be called last.

RULE V

Minutes: Minutes of all meetings of the City Council, including closed sessions, shall be taken by the City Clerk in the format and manner required by law. These minutes shall promptly be presented to the Council in resolution form and approved by a majority vote of the City Council. Written communications from the Mayor or any member of the Council, upon request, shall be placed in the minutes without the necessity for a vote, however, no other written communications shall be placed in the minutes unless approved by motion.

RULE VI

Call to Order: The President shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the President, the Vice President shall call the Council to order. Upon the arrival of the President, the Vice President shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

RULE VII

Roll Call: Before proceeding with the business of the Council, the City Clerk or the Deputy City Clerk shall call the roll of the members, and the names of those present shall be entered on the minutes.

RULE VIII

Quorum: A majority of the whole number of members of the Council shall constitute a quorum, but no ordinance shall be adopted by the Council without the affirmative vote of the majority of the full membership of the Council, unless a supermajority is required for adoption of a particular ordinance, in which case the vote shall be that required by law.

RULE IX

Order of Business: All meetings of the Council shall be open to the public promptly at the hour set for each meeting, the members of the Council shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposed in the following order:

1. Reading of Open Public Meetings Act notice
2. Flag salute
3. Roll call
4. Ordinances – 2nd Reading
5. Public Portion
6. Reports, petitions and communications from the Mayor
7. Miscellaneous Licenses
8. Claims
9. Payroll
10. Resolutions
11. Ordinances – 1st Reading
12. New business
13. Adjournment

In accordance with the Open Public Meetings Act, the Council by resolution may go into closed executive session at any time during the meeting for the purposes provided by law.

The presiding officer, at his or her discretion, shall retain the authority to deviate from the regular order of business as necessary for the efficient conduct of the meeting, subject to override by majority vote of the Council.

RULE X

Rules of Debate:

(a) Rights of Presiding Officer. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed upon all members and shall not be deprived of any of the rights and privileges of a Council member due to his or her status as presiding officer.

(b) Getting the Floor. Every member desiring to speak shall address the chair, and upon recognition by the presiding officer shall confine statements to the question under debate, avoiding all personal references and indecorous language.

(c) Interruption. Upon being recognized by the chair, a member shall not be interrupted when speaking except to call a point of order or as otherwise provided herein. A point of order may only be called to bring to the attention of the presiding officer a violation of these Rules. If a member, while speaking, is interrupted by a point of order, the member shall cease speaking until the presiding officer determines the point of order. A point of order shall be decided by the presiding officer upon consultation with the Corporation Counsel where necessary. A point of order is not subject to debate, and may not be reconsidered.

(d) Privilege of Opening or Closing Debate. The Council member moving the adoption of an ordinance or resolution shall have the privilege of opening the debate at his/her discretion, and the Council President shall have the privilege of closing the debate at his/her discretion.

(e) Discussion During Vote. Upon any roll call there shall be no discussion or explanation given by any member voting, and the member shall vote aye, nay, present or abstain, unless the member shall first receive special permission

from the Council to explain the member's vote or to refrain from casting the member's vote. No motions or amendments may be offered after the Council President has called a vote.

(f) Limiting Debate Period. The presiding officer shall retain the power to limit the length of debate on any agenda item, including claims and payroll, provided, however, that Council members shall be allowed a minimum of five (5) minutes each to speak on any particular question under debate.

RULE XI

Method of Voting: The vote upon every motion, resolution or ordinance shall be taken by roll call and the results of the vote shall be entered upon the minutes. In addition to voting yea or nay, a Council member may abstain or vote "present," which has the effect of an abstention. A Council member may not give statements, raise questions, or provide any other commentary other than casting a vote in accordance with this rule. Where a Council member violates this rule, disrupts the flow of a roll call, or otherwise fails to cast a vote in accordance with this rule within a reasonable period of time after being called to vote, the Council President shall have the discretion to direct the Clerk continue the roll call to the next Council member.

The roll call shall be taken in alphabetical order of the members present except that the presiding officer shall vote last. Two or more resolutions may be placed on a consent agenda, and approved by a single roll call vote of the Council, provided that no member of the Council nor any member of the public wishes to be heard on any resolution listed on the consent agenda.

RULE XII

Manner in Which the Public May Address the Council – Speaker's List: Any member of the public desiring to address the Council shall sign either the list of speakers who wish to speak on a particular agenda item, and/or shall sign the list of speakers wishing to address the Council during the Public Portion period. The two lists referred to in this rule shall be prepared by the City Clerk and placed in a convenient place in the City Council Chambers for the convenience of those individuals desiring to speak. Copies of the

agenda will be placed nearby. When called upon from the speakers list or to testify as part of a public hearing and be sworn in unless otherwise informed, a member of the public shall approach the rail and microphone, speak clearly, identify themselves by name; first and last spelling if requested. They shall then state whether they are a Hoboken resident, Hoboken business owner, or other interested party wanting to be heard. In addition, a member of the public may add their name in advance to the list of speakers on either of the two lists referred to in this rule, by contacting the City Clerk's office the day of or the day before the meeting during business hours, to request to be placed on either or both list(s) of speakers.

RULE XIII

Manner in Which the Public May Address the Council - Time Limits:

(a) At the start of the Consent Agenda, a speaker may speak for either (a) a total of five (5) minutes where the speaker wishes to address only 1 item on the Consent Agenda; or (b) a total of 7 minutes where a speaker wishes to address more than one item on the Consent Agenda. In either instance, the speaker shall specify with the City Clerk on which of the speaker's list they which to be placed on. Under no circumstances can a speaker spend more than five minutes on a single resolution.

(b) A speaker may speak for no more than five (5) minutes on any single ordinance for 2nd reading.

(c) A speaker may address the City Council on any subject relevant to the affairs and interests of the City of Hoboken during the Public Portion on the agenda. Any speaker addressing the Council during this period will be limited to five (5) minutes unless the presiding officer, in his or her discretion, decides that more time should be allotted to the speaker;

(d) In the interest to attending to other business of the City in a timely manner, the presiding officer shall have the right to adjourn the Public Portion after one (1) hour, subject to an override by a majority of Council Members. In the event the Public Portion is adjourned under these circumstances, it shall

resume on the agenda after the completion of votes of ordinances on 1st reading, and before New Business;

(e) The City Clerk or Deputy City Clerk will monitor each speaker's time and inform the presiding officer when the speaker has used up the allotted time, at which time the speaker addressing the Council will immediately yield the floor. Whenever possible, the speaker shall be given a warning one minute prior to the expiration of his or her time.

(f) If the speaker addressing the Council questions the Council concerning City matters, such questions will not be addressed until after the duration of the speaker's time, unless the Council President at his/her discretion, or upon the request of a Council member, requests an opportunity to address the question posed by the speaker. Only in such event, the time taken in answering the speaker's question will not count against the speaker's time. Upon the conclusion of the speaker's time, a Council member may comment on the subject under discussion upon being recognized by the presiding officer.

(f) The rules governing the time allotted to the persons addressing the City Council may be relaxed at the discretion of the presiding officer or by a majority vote of the Council members present.

RULE XIV

Manner in Which the Mayor May Participate in Meetings: If the Mayor wishes to participate in any meeting of the City Council, he/she shall, if practicable, notify the President of said intention advance of the meeting. After the Roll Call, if the Mayor so requests, he/she shall be granted ten (10) minutes to address the Council with respect to any matter relevant to the affairs and business of the City. In addition, prior to the Council debate on each agenda item, the President shall ask the Mayor if he/she wishes to speak with respect to that agenda item. If he/she chooses to do so, the Mayor shall be entitled to address the Council on that agenda item for five (5) minutes.

RULE XV

Decorum:

(a) By Council Members. While the Council is in session, the members must preserve order and decorum and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer except as otherwise herein provided.

(b) Members of the Public. Any person making impertinent or slanderous remarks or who shall become disruptive while addressing the Council or while present in the Council Chambers shall be forthwith, by the presiding officer, barred from further audience before the Council, unless permission to continue be granted by a majority vote of the Council.

RULE XVI

Enforcement of Decorum: The Chief of Police, or such member or members of the Police Department as the Chief may designate, shall be the Sergeant-at-Arms of the Council meeting. The Sergeant-at-Arms shall carry out all appropriate orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at any Council meeting.

RULE XVII

Persons Authorized to be within the Council rail: No persons, except Council members, the City Clerk and/or Deputy City Clerk, and authorized City officers, shall be permitted within the rail in front of the Council Chamber without the express permission of the Presiding Officer.

RULE XVIII

Committee of the Whole and Subcommittees: The Committee of the Whole shall consist of the full nine members of the Council. All standing subcommittees shall consist of at least three Council members. The Council President shall appoint all subcommittee members unless otherwise ordered by the Council. The following standing subcommittees are hereby established:

1. Revenue and Finance

2. Community Development
3. Parking and Transportation
4. Health and Human Services/Environmental Services
5. Zoning Ordinance Update/Master Plan
6. Public Safety
7. Affordable Housing

The Council retains the right to establish additional, special subcommittees as required for the efficient operation of the Council. The Council President shall appoint all subcommittee members and the chair of each subcommittee, and shall serve as an ex-officio member of each subcommittee. The Council President shall have the right in his or her sole discretion to remove a member from any subcommittee, including special subcommittees, except that a majority of the whole membership of the Council may override the President's decision to remove a member from any regular or special subcommittee.

The Committee of the Whole is chaired by the Council President, who has sole authority to call a meeting of the Committee, which shall be noticed for purposes of the Open Public Meetings Act as a special meeting. However, no formal action shall be taken at any meeting of the Committee of the Whole.

Matters may be referred to subcommittees either by the presiding officer or by a vote of the majority of the Council present at the meeting.

Nothing hereinabove stated shall be construed so as to invest the membership of said subcommittees with any of the executive or administrative powers of the several City Departments, which are now vested in the Mayor and the Directors of the several City Departments, pursuant to the provisions of Chapter 210, Laws of 1950, and the amendments and supplements thereto.

RULE XIX

Reports of Subcommittees: It shall be the duty of each subcommittee chair, or another subcommittee member selected by the subcommittee chair, at each City Council meeting, to provide a report of the subcommittee's activities, if any, since the last meeting at

which such a report was given. The report, which may be oral or in writing, shall include a statement of how many meetings were held, who attended, a brief description of the matters that were discussed, and such recommendations to the Council relating to the matters considered by the subcommittee that have been decided upon by the members of the subcommittee. If the recommendations are not supported by all members of the subcommittee, the dissenting member shall be provided an opportunity to present his or her views after the subcommittee chair has completed presenting the report.

RULE XX

Claims against the City: No account or other demand against the City shall be allowed until it has been considered and reported to the Council. In the event Council Members wish to receive additional information, have questions or require clarification regarding any claim, they shall, to the extent practicable, make a written request for same to the Business Administrator or his/her designee in writing, detailing the additional information, question or clarification requested with as much specificity as possible, no later than the close of business the day prior to the Meeting at which the claim is scheduled to be considered.

RULE XXI

Ordinances, Resolutions, Motions and Contract Documents:

(a) Preparation of Ordinances. All ordinances shall be prepared by the Corporation Counsel's office, and thereafter approved as to form and legality by the Hoboken Corporation Counsel. The Corporation Counsel's office shall, in a timely manner, provide all necessary legal guidance and assistance to any member of the Council seeking to introduce an ordinance.

(b) Sponsorship of Ordinances and Time for Submission to City Council. Each ordinance must be sponsored by at least one member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to formal introduction and first reading.

(c) Resolutions. All resolutions must be sponsored by a member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to introduction.

(d) Other Matters and Subjects. Other matters and subjects must be read at the regular Council Meeting prior to the introduction of Resolutions and Ordinances.

RULE XXII

Reports and Resolutions to be filed with City Clerk: All reports and resolutions shall be filed with the City Clerk and entered on the minutes.

RULE XXIII

Adjournment: A motion to adjourn shall always be in order and decided without debate.

RULE XXIV

Certification of Passage of Ordinance over Mayor's veto:

Whenever an ordinance has been vetoed by the Mayor and is passed by the Council over such veto in the manner provided by law, the City Clerk shall append to such ordinances a certification in substantially the following form:

"I hereby certify that the above ordinance was passed by the Council of the city of Hoboken on the _____ day of _____ was vetoed by the Mayor of the City, and was passed over the said veto on the _____ day of _____.

DATED:

City Clerk

RULE XXV

Attendance by and Interaction with City Officials:

The City Clerk or the Deputy City Clerk, the Corporation Council or his/her designee and the Business Administrator or his/her designee shall be required to attend all meetings of

the City Council unless excused by the Council President. Subject to the limitations set forth by law and below, the President may ask the Mayor or his/her designee to consider a request that other Directors and/or City employees attend Council meetings to the extent the President believes such attendance would be helpful to assist the Council in its legislative responsibilities with respect to the matters on the meeting agenda. As expressly provided in N.J.S.A 40:69A-37.1, the Council shall deal with employees of the department of administration and other administrative departments solely through the mayor or his/her designee. All contact with the employees, and all actions and communications concerning the administration of the government and the provision of municipal services shall be through the Mayor or his/her designee, except as otherwise provided by law. The Council may, in accordance with applicable law, conduct inquiries into any act or problem of the administration of the municipality. Any Council member may, at any time, require a report on any aspect of the government of the municipality by making a written request to the mayor. The council may, by a majority vote of the whole number of its members, require the Mayor or his/her designee to appear before the council sitting as a committee of the whole, and to bring before the Council those records and reports, and officials and employees of the municipality as the Council may determine necessary to ensure clarification of the matter under study. The Council may further, by a majority of the whole number of its members, designate any number of its members as an ad hoc committee to consult with the Mayor or his/her designee to study any matter and to report to the Council thereon. As it is the expressed intent of the Mayor-Council plan of government to confer on the Council general legislative powers, the Council may exercise such investigative powers as are germane to the exercise of its legislative powers, but shall retain for the Mayor full control over the municipal administration and over the administration of municipal services.

RULE XXVI

Amendment of Rules of Procedure: No amendment to these Rules of Procedure shall be adopted unless it receives a vote of the majority of the full membership of the City

Council. Any such amendment shall not take effect until the second regular meeting following adoption of the amendment.

Date of Adoption: September 16, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo
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:

SEP 16 2015

CITY CLERK

Introduced By: 23

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$7,938.18**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Richard A. Stefany, Jr. 1331 Grand Street #511 Hoboken, NJ 07030	115/9.01/C0511	1317-1327 Grand St	3rd/15	$1,724.56
Richard A. Stefany, Jr. 1331 Grand Street #511 Hoboken, NJ 07030	115/9.01/C0P46	1317-1327 Grand St	3rd/15	$ 117.45
CoreLogic P.O. Box 961230 Fort Worth, TX 76161-0230	165/11/C004R	221 Willow Ave.	3rd/15	$2,277.75
Able Title Agency LLC 50 Harrison Street, Suite 216 Hoboken, NJ 07030	261.03/1/C0622	1125 Maxwell Lane	3rd/15	$2,355.26
Able Title Agency LLC 50 Harrison Street, Suite 216 Hoboken, NJ 07030	261.03/1/CP210	1125 Maxwell Lane	3rd/15	$ 137.03

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Elizabeth Tao 119 Clinton Street #1R Hoboken, NJ 07030	33/9/C000B	119 Clinton St	4th/14	$1,326.13

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 16 2015

CITY CLERK

Meeting date: September 16, 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	/			

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting(s) of August 5 and September 2, 2015** have been reviewed and approved by the Governing Body.

Approved as to form: _____

Meeting Date: September 16, 2015

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 16 2015

_____

CITY CLERK