



December 5, 2012

Dear City Council Members:

Supporting our local businesses

Now more than ever, our business community needs our support to recover from the impact of Hurricane Sandy. One of the items on the agenda awards a contract for the design of a tourism website. We began the process for this website before the storm, but it's taken on added importance after the storm. Following a public RFP process, we received submissions from 16 firms. The responses were scored, and of the top four, 3 were priced within our budget. Those three were brought in for interviews, and through that process, we have selected Tisha Creative for this project. Their bid was for \$37,500 – the lowest among the three finalists. Please see their proposal which is attached.

The website will feature a business directory that will allow each Hoboken business to create and maintain their own page. It will also feature information on the arts, retail, dining, history, and events, transportation and parking options.

As you may know, we are offering shoppers free parking in our municipal garages through the end of the year in order to support our businesses by encouraging local shopping. Up to four hours of free parking will be provided at Garage B, D and Midtown when a receipt for at least \$20 from a Hoboken business is presented. In addition, the City has been in discussions with the Chamber of Commerce about collaborating on a website and public relations initiative to promote parking information to visitors. We hope to present the Council with an agreement for that project shortly.

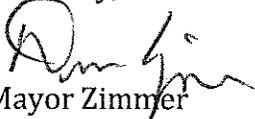
I believe that proposals to offer free on-street metered parking without time limit enforcement are well-intentioned but counterproductive to the goal of helping local businesses. It would result in Washington Street turning into a parking lot for residents, business employees and commuters. Rather than help businesses, it would reduce the amount of parking spaces available for customers. Instead, I believe that free garage parking, coupled with free "Holiday Hop" shuttles would be most beneficial. We are working to identify shuttle buses to use for this program in the short term. I also urge the Council to reconsider its opposition to bonding for new buses so that we have the resources to provide these important services to our community.

Parks progress/Proposal for batting cages

I am pleased to report that construction of the upgraded playground at Church Square Park is well underway. Construction is also continuing at Sinatra Park. At the moment, a temporary cofferdam is being installed that will allow us to drain the water from around the park so that demolition can continue. And we expect construction to begin shortly on Phase I of 1600 Park and Hoboken Cove.

Finally, we are planning to make several improvements to Stevens Park including returfing the Little League Field, installing new fencing and batting cages, and potentially improvements to the dog run. This would be paid for from a \$250,000 grant we received from Hudson County as well as with \$150,000 from our budget, through a line item transfer on tonight's agenda. I hope you can support this proposal.

Sincerely,


Mayor Zimmerman

City of Hoboken Website Proposal

October 15th, 2012

Presented by:

Joe Mindak// President

Kevin Cale// CCO/Creative Director

Simon Dabkowski// Web Director

tisha creative



Tisha Creative is excited about the opportunity to work with the City of Hoboken on their request for a new tourism site. Being longtime residents and employing a staff of all Hoboken residents makes this a unique product for our firm. Our love for Hoboken and desire to make this a stronger community can be witnessed by the launch of Hoboken's only Lifestyle magazine, hMAG. The quality and commitment put into producing this publication is an indication of the effort that would be put in to promote the town as it grows into becoming one of the top tourist destinations in New Jersey.

Tisha Creative will design and build the site on a flexible platform for easy management purposes. The new platform will feature advanced content management and stable development bases, yet offer an intuitive and simple back-end, allowing the City of Hoboken's staff personnel to perform regular content updates on predetermined sections. The purpose of the site is to engage people and businesses and help boost tourism in the city.



“The best way to predict the future is to create it.”
- PETER F. RUCKER

Powerful design inspires; it not only builds lasting brands but also influences culture. Powerful design connects consumers emotionally with companies and brands, as well as creates desire for your products.

Great creative takes risks; it dares to stand out and doesn't worry about adapting to conventional wisdom or practices. Great creative strives to be different and loves being unforgettable.

We at Tisha believe that the true magic occurs when inspired design and innovative creativity are coupled with strategic thinking and market intelligence.

It's those magical moments that we strive for everyday, and it's those magical moments that define the heart and soul of how we think and how we work at Tisha Creative.



Tisha Creative was formed in 1996 and has been providing branding, creative strategy, web design and digital marketing solutions ever since. Most notable branding can be seen in attached examples for Pfizer including work on international brands such as Advil, Robitussin, Chapstick and most recently Pfizer's biggest launch of a new product in 2011 with a new line from Centrum called ProNutrients. Tisha Creative has developed website concepts for Bass Shoes, Ruth's Chris Steakhouse, Smith & Wollensky Restaurants, The New York Yankees, & US News to name a few. Tisha Creative is a boutique agency focusing on a smaller client base with larger, more strategic projects. We have worked with over 100 brands in one capacity or another over the course of our existence and have completed numerous websites for industries such as restaurants, entertainment, fashion, lifestyle, etc.

We have worked for many relevant clients including New York Pass(tourism company), Madame Tussauds, Circle Line, Smith & Wollensky and Ruth's Chris focusing on bringing tourists to their respective businesses. From rack cards, to direct mailers, ad campaigns and web design Tisha Creative worked with these clients to gain market share of their demographics.





When Tisha Creative moved it's office to Hoboken in 2008 most of it's staff lived in town. Joe Mindak, a 15 year Hoboken veteran and Kevin Cale, a 12 year veteran decided it would be a great idea to launch a magazine celebrating all the great people, businesses, organizations, etc. that it has to offer. Launching in November 2009, hMAG was immediately recognized by the town as a high class, first rate publication. The sister website launched simultaneously and has currently reached 5,000 members. For the past three years hMAG has grown into a household name in town and has helped place a positive light on Hoboken in the midst of negative stories such as parking, St Patty's Day, etc. hMAG has also recently produced it's 3rd Annual Music Festival in which 8 bands from New York City, Brooklyn, Philadelphia, Canada, etc. converged on Hoboken to provide a free event to the town and surrounding neighborhoods. hMAG has essentially already been promoting Hoboken as a tourist destination for these past threes years.

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In February of 2012 Tisha Creative launched the site www.hobokenmommies.com for two mothers in town looking to connect the growing mommy population. The site contains forums, calendar of events, profiles for moms to connect and many more features. Tisha Creative not only built the site but also helped create the ad revenue model, created social media pages and strategy as well as introduced the moms to it's first few advertisers to help get them started. The site quickly became a major hit in town and in a short amount of time has already grown to over 2,000 members.

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Finally, Young Audiences New Jersey, www.yanj-yaep.org, contracted Tisha Creative to overhaul its existing website and create a more intuitive system for their goal of selling programs. The main purpose was to make the site more aesthetically pleasing while also making the user experience and easier one. Tisha Creative a filtering system in which site users can easily find programs they were looking for by clicking on criteria and in real time the filter would break down relevant programs that fit within their budget, category, etc. A system like this can be used to break down things to do in Hoboken when tourists are looking at visiting town and they can easily find all the relevant activities they and/or their family can do easily and efficiently.

Notably, both www.hmag.com and www.hobokenmommies.com are built on the top platform in the world for websites which is wordpress. Over 17 million sites have been created on the wordpress and these two sites have been ranked in the top ten sites built on the platform by wordpress(<http://wordpress.org/showcase/archives/>) and hMAG is still currently in the top three for most votes.

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Tisha Creative will design and develop a robust CMS-powered Tourism website for the city of Hoboken enabling the city staff to manage events, create special event content and manage local business profiles.

The foundation of the website will be built on Wordpress - the most versatile open source CMS platform with an immense developer community. The current hobokennj.org website is also built on the same platform and therefore, the city's staff will already have some knowledge of the administration area of this proposed website.

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Tisha Creative will develop clean HTML code for the entire website that will validate with W3C standards. W3C compatibility certification ensures that your new website adheres to the World Wide Web Consortium international standards. This will assure that the new website is compatible with all standard web browsers, including the web browsers on many mobile devices. Increased compatibility will also aid search engine optimization. Various CSS and JavaScript files will control the appearance and the functionality of the website. Maximum effort towards popular browser compatibility will be used to ensure the content, scripts, and visual elements render across each browser.



Business Directory and Business Profiles

Local business profiles will be developed by heavily modifying the Buddypress platform - a social networking platform that co-exists with Wordpress and establishes community-based features. These features will enable local businesses to create business profiles and manage them securely on the website.

The approved business profiles on the website, created by business owners in town, will have an array of features as:

1. Establish and reserve a unique name on the website to be used to identify the business.
2. Upload and crop an image that will be used to represent that business on the website.
3. Provide and maintain a variety of input fields such as address, contact information, business bio, etc.
4. A visual map representing the location of that business in town.
5. The ability for one business to communicate with another business profile on the website via private messaging system.
6. The ability of that business to join groups in which other businesses are a part of. These groups will be used to help keep the directory of business profiles organized into various categories for which the groups are named.
7. Each business profile will have the ability of submitting events to the city's event calendar. These events will be held in que until the city's staff either approves them, modifies them, or chooses to delete them.

The execution of these features will unlock a true social networking for businesses in town. The city's staff will have full control over these business profiles as well as their actions throughout the website.



Event Calendar System

An event calendar system will be developed on the website. The city's staff will have the ability of creating events as well as manage events submitted by business profiles. Each event will have an identifying symbol and/or color to establish the event category that it belongs to. Visitors to the website will be able to identify these various categories while browsing an event calendar on the website. Each event will be composed of the following:

1. A unique title of the event
2. Date and time of the event held
3. A description of the event
4. The location name and address of the event
5. The "author" of the event. For example, if a business profile for a business in town called Tisha Creative were to have an event on this calendar, the author of that event would be Tisha Creative. Visitors to the website would be able to see this author and know which business in town created it.

Special / Seasonal Events

Special events such as the Formula One race and the Super Bowl party will be treated independently of the basic event calendar. The city's staff would need to create a basic event for these events as well as creating a more advanced event page. The city's staff would be the only group of administrators who would have the ability to create such pages on the website. More advanced features would be available to these users such as the ability of utilizing an advanced WYSIWYG editor to create rich text as well as add, crop, resize, and submit images.

A compiled list of holiday events will be hard coded into the calendar system. This will help orient visitors on the website in relation to other events.



Shopping, Dining, Nightlife, Featured Attractions, Walking Tour, Museum, and Historical Information

This section will be broken up into several pages depending on the amount of content. It will have both text and images that are fully editable within the admin section of the website. The city's staff will be able to edit this info at any time. The navigation of the website will encompass various drop down menus for organization and accessibility purposes.

Transportation Information

All transportation information including detailed maps, schedules, parking information will be hard coded on the website in order for Tisha Creative to develop unique interactive map layouts and other features for the purpose of visitors being able to easily find the information they're seeking. Anything hard coded on the website will require HTML and some PHP knowledge in order to modify the content and the way the visitors interact with it.



A unique domain name will be registered by the city of Hoboken. For the purpose of providing our proposed organization method, we will be identifying this domain as VisitHoboken.com. This section organization does not in any way represent the page count, but rather represents our proposed organization methods for key features of the website. The majority of the pages will be dynamically generated within the CMS. In addition, our proposed URL structure and vanity URLs (a term describing URLs as human-friendly, rather than file names that have no correlation to the content they contain) URL features will ensure optimal SEO success as well as help orient visitors around the website with ease.

Page: Home Page

Description: The home page of the website will contain an elaborate collection of excerpts of key parts of the website. These will include an interactive slideshow describing and portraying the Hoboken experience, a list of upcoming events, featured business profiles, and others.

URL: visithoboken.com

Section: Businesses

Description: The businesses section will contain a list of businesses organized by the groups (categories) they belong to. Visitors to the website will have the ability to click through to one of these profile pages and read/view the info that was provided by the owner of that profile.

URL: visithoboken.com/businesses

URL for sample profile: visithoboken.com/businesses/tisha-creative



Section: Events

Description: The events section will contain a dynamic calendar pulling events stored in the database. Visitors will be able to view and click through any one of the events listed as well as advanced to view events in later months.

URL: visithoboken.com/events

URL for a sample event: visithoboken.com/events/arts-and-music-2012

Section: Special Events

Description: Special Events will simply exist as a drop down menu revealing any special events pages added to the admin area. As stated earlier, these events will be created by the city's staff.

URL: visithoboken.com/special-events

URL for a sample special event: visithoboken.com/special-events/formula-one

Section: Dining & Nightlife

Description: The section will be composed of dining and nightlife related information. Restaurants and bars will be featured and highlighted in order to showcase the amazing food and nightlife happenings in Hoboken.

URL: visithoboken.com/dining-and-nightlife

Section: Retail Shopping

Description: The section will be used to promote retail locations in Hoboken. A collection of various small, medium, and large-based retail businesses will be used as examples in order to promote the diverse retail culture in Hoboken.

URL: visithoboken.com/retail



Section: Arts

Description: The section will be used to promote galleries as well as various artists living and/or working in town. Various indoor and outdoor exhibits will be used to demonstrate Hoboken's unique arts scene.

URL: visithoboken.com/arts

Section: Attractions

Description: This will serve as another drop down menu enabling the visitor to access various pages containing historical, tours and points of interest information.

URL: visithoboken.com/attractions

- a. Walking Tour: visithoboken.com/attractions/walking-tour
- b. Historical Information: visithoboken.com/attractions/historical-information
- c. Museums: visithoboken.com/attractions/museums
- d. Points of Interest: visithoboken.com/attractions/points-of-interest

Section: Transportation

Description: The following section will exist on a single page detailing various transportation information, schedules, and directions utilizing maps, text, and images.

URL: visithoboken.com/transportation

The breakdown of these sections will be discussed in more detail if Tisha Creative were awarded this project. The available content will also help to shape both the organization as well as structure of these various sections.



Tisha Creative will design a unique design for the Hoboken tourism website. The design will be heavily influenced by the culture of Hoboken, its heritage as well as its future. The design will be geared toward selling Hoboken to both tourists and businesses looking to establish themselves in or move to Hoboken.

Every strong company needs a strong identity to convey it's overall messaging and vision as a company. At Tisha Creative, we strive to produce award winning branding for clients from pharmaceutical companies, to publications, fashion companies and cosmetic companies to name a few. Tisha Creative will take your team through the process of finding out what that message is and provide you with various creative options for all your identity needs such as logo, stationary and web.

Custom logo creation - up to 8 logo concepts to choose from including color and fonts

- Development of chosen logo with 3 rounds of changes
- Development of up to 3 taglines with 3 rounds of changes
- Website name search

Photography will be provided by Tisha Creative and along with any of the current photographs belonging to the city. It would establish the look and feel of the design of the website.



Tisha Creative will utilize a combination of HTML5, JQuery, CSS2/3, and PHP to create a responsive interactive layout structure for the website. A responsive design would ensure that the layout and the content would work with ease on various monitors as well as modern hand held smartphones/ devices.

Best effort will be used to provide support for older browsers/devices that are unable to render HTML5 and responsive layouts. Custom error outputs will be used throughout the website requesting and recommending that visitors with these outdated tools upgrade them.

Unfortunately very little support would be available for IE6. There are a lot of popular websites such as Facebook that provide zero support for these browsers.



Tisha Creative recommends establishing a MailChimp account (MailChimp.com - an e-marketing mailing list provider) for the purpose of gathering visitor information. The monthly fees would be the responsibility of the city. Throughout the website, a form connecting the site to a MailChimp mailing list would be available for any visitor to submit their email address to the city. Businesses who create business profiles on the website would have their email addresses automatically submitted to this mailing list. The city's staff would then be able to compose various mailings utilizing a custom email template developed by Tisha Creative. Mailing statistics and list management would all be available on the city's MailChimp account. Tisha Creative is making the recommendation of using MailChimp because of our experience working with their API.



Wireframes

Tisha Creative will begin the project by creating wireframes for the entire website. Wireframes will help to determine the placement and organization of various content through-out the website. Wireframes will need to be approved before proceeding to the comping phase.

Comps

Tisha Creative will design two different comps for the home page of the website. The comps will reflect the layout of the approved wireframes. Upon client selection of one of the comps, three rounds of changes will be allowed before the final approval of the home page comp. Additionally, Tisha Creative will design interior page comps for various sections of the website. Several of the interior sections will reflect a similar interface to one another as the only major difference between them will be the content and images pulled from the database and managed by the content management system. Tisha Creative will provide three rounds of changes across all interior pages of the website as a group. Additional rounds of changes will be billed separately at an hourly rate of \$150.

Testing & Launch

Extensive testing of the website along with the assistance of the City of Hoboken staff will be done after the development of the website is complete. Both parties will ensure that all content is accurate and proper training of the CMS features will have taken place and provided to the City's web staff by Tisha Creative. Launch of the new website will take place after final approval of both Tisha Creative and the City of Hoboken.



Time lines are our best estimate of time to complete each phase of the website development process. The best results always come through a disciplined process that begins with the basic website structure upon which we apply our creative talent and finally finishing with development. It is important to complete each phase before beginning the next. Revisiting a phase after it is complete and accepted will add time and cost to the project.

Sample Project Timeline

PHASE 1 (wireframes)

Wire framing of home page as well as interior pages, with two client revisions turned around by client within two days.
3 weeks - 4 weeks

PHASE II (web design)

Homepage comp development and three client revisions to the selected design. Comp for interior pages and three rounds of changes for interior pages as a group. Client turnaround of revisions within two days.
4-5 weeks

PHASE III (web development)

Coding of the complete website with widgets.
10 weeks

PHASE IV (testing+launch+training)

Testing the completed website, client time for a walk-through of the CMS and training, as well as client time for adding content onto the CMS
Suggested time: 2+ weeks



Branding & Photography:

Custom logo creation - up to 8 logo concepts to choose from
Development of chosen logo with 3 rounds of changes
Development of tagline
Photography

Pricing: \$7,500

Website Design & Development:

Website assessment and audit based on above criteria
3 exploratory design comps
Development of chosen comp with 3 rounds of changes
Development of secondary page to be used throughout balance of pages
2 rounds of changes to secondary page
Development of site up to 40 pages
Content management system to allow client to update copy, images and video(based on current sitemap)
All specifications proposed above and by town included

Pricing - \$30,000

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CONTACT INFORMATION

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Title: President
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Name: Kevin Cale
Title: CCO/Creative Director
Company: Tisha Creative
Email: kcale@tishacreative.com
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Hoboken, New Jersey 07030

Name: Simon Dabkowski
Title: Web Director
Company: Tisha Creative
Email: sdabkowski@tishacreative.com
Phone: 917.803.8519
Address: 80 River Street, Penthouse North
Hoboken, New Jersey 07030

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Name: Joe Mindak
Title: President

Joe Mindak grew up in Northern New Jersey and attended University of Dayton where he received his bachelors in Education. After graduating in 1995 he moved to Hoboken and started working with his Father at Tisha Industries, a one man print shop in Englewood, NJ. Tisha Industries was started in 1975 in the basement of his Father's house and flourished for many years. When computers started to take off and Kinkos began popping up the print shop took a hit. When Joe came on board sales were down to \$130,000. Within in the first year sales doubled and within 3 years hit the million dollar mark and within 5 years sales were reaching \$3,000,000 and the company was at over 20 employees. After the first 5 years Joe changed direction of the company to focus solely on the creative side and give up the printing side of the business. Over the next 10 years the company focused on creative and strategy and was able to bring in clients such as Pfizer, Polo Ralph Lauren, US News, Bass Shoes and Christian Dior. Being a long time resident of Hoboken Joe has seen the town grow and is currently raising two children in town with his wife Audrey. Joe has been heavily involved in town as a current board member of the Chamber of Commerce, has worked with numerous charities in town and was recently named Rotarian of the Year for 2011.

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Name: Kevin Cale
Title: CCO/Creative Director

Kevin is a guy who's traveled to 48 states, worked as an EMT and a swift water rescuer. He's an avid whitewater kayaker who happens to design my own furniture as well as, has played Ultimate Frisbee at the world championship in 2002 on a team from Finland. He's a passionate family guy, who happens to BLEED CREATIVITY in every aspect of his life!

Kevin's an inspirational creative force, who directs all marketing communications for Tisha Creative, LLC. Kevin leads the firm's Design Group and inspires his team of designers to create challenging, mission driven and market driven solutions for clients' business communications needs.

Working in all media – Branding, Web, Print & Package Design, Broadcast, Social Media, Photography, Illustration and more – Mr. Cale is a master at translating focused ideas into successful strategic action, helping our clients fulfill their mission and increase their ROI.

While his thirst for taking every creative project he touches to the maximum started at an early age in Northern California... it was in college, at East Carolina University's School of Art, where his blood turned into a beautiful mix of RGB and CMYK.

Over the past fifteen years, Kevin has had the opportunity to integrate his advertising, marketing, and artistic skills with an array of clients including; Bass Shoes, Polo Ralph Lauren, Fila, Kathy Van Zeeland, B' Makowsky, Dior, The Sak, Smith & Wollensky, Pfizer, Subliminal Records, US & Daily News, Associated Press and many more.

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Name: Simon Dabkowski
Title: Web Director

Simon Dabkowski has been conceiving, designing, and developing web-based platforms, UIs, content, and applications since 1996; professionally, since 1998. Studying Computer Science at Hunter College, Simon continued to evolve and change with the times, and immersed himself by staying up-to-date with the latest web-based languages, applications, and strategies.

During his career, Simon has worked at multiple agencies and e-commerce-based companies. In 2003, having worked closely with the Adobe Inc. team on beta testing a flash-based application named Livemotion 2, Simon authored the book “Livemotion 2: A Beginner’s Guide”, published by McGraw Hill.

Watching the web industry evolve away from flash-based content, Simon focused on open source languages and techniques in deploying interactive and accessible interfaces without the need of utilizing flash-based software and plugins.

Being a designer, developer, and strategist, Simon Dabkowski has launched several successful web-based companies working as a Web Director at Tisha Creative for the past 6 years.

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Additional Costs

Design and production of Brand Guidelines Book (Price: TBD). Photography, additional illustrations, testing mockups, as well as anything not mentioned in this proposal are not included in cost. Applicable sales tax will be charged in accordance with New Jersey State Tax Law if needed.

Project Billing

40% due upon acceptance of this quote, 40% due after creation of Exploratory Design and 20% due upon completion of included projects. In the event of project termination, Tisha Creative will bill for work not invoiced prior to project termination. 75% of any printing fees are due upon design sign-off.

Confidentiality

Tisha Creative will make every effort to maintain the strictest confidence concerning all information divulged to us by our clients. Confidentiality agreements signed on behalf of the company will apply to all employees.

Intellectual Property

Tisha Creative will be considered the author of all design and promotional work or ideas developed by its employees or consultants. Said work becomes the property of the client after payment is received by Tisha Creative for services rendered. Any and all work not paid in full shall remain the exclusive property of Tisha Creative.

Intellectual Protection

No material created by Tisha Creative is intended to infringe upon the rights of others. However, due to the complexity of such rights, Tisha Creative cannot guarantee that its clients will be protected from claims of others, no matter how inadvertent the cause. As is customary, Tisha Creative does not obtain clearance or registration of such rights on behalf of clients unless specifically requested to do so in the course of the project. We recommend legal counsel be used to determine the availability and registration of all work requiring legal protection.

Project Budgets

Fees quoted by Tisha Creative for services remain in effect for thirty days from the date of the proposal and are subject to renegotiation after that time. Fees are subject to modification if the final project varies from that outlined in the proposal.



Termination

Both the client and Tisha Creative have the right to terminate this contract. In the event of termination, we will bill an hourly rate for work still unpaid. The client shall be entitled to all deliverables completed up to that point.

Interpretation

This agreement will be interpreted in accordance with New Jersey State law. In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorney fees.

Tisha's Commitment to On-Time, On-Budget Delivery

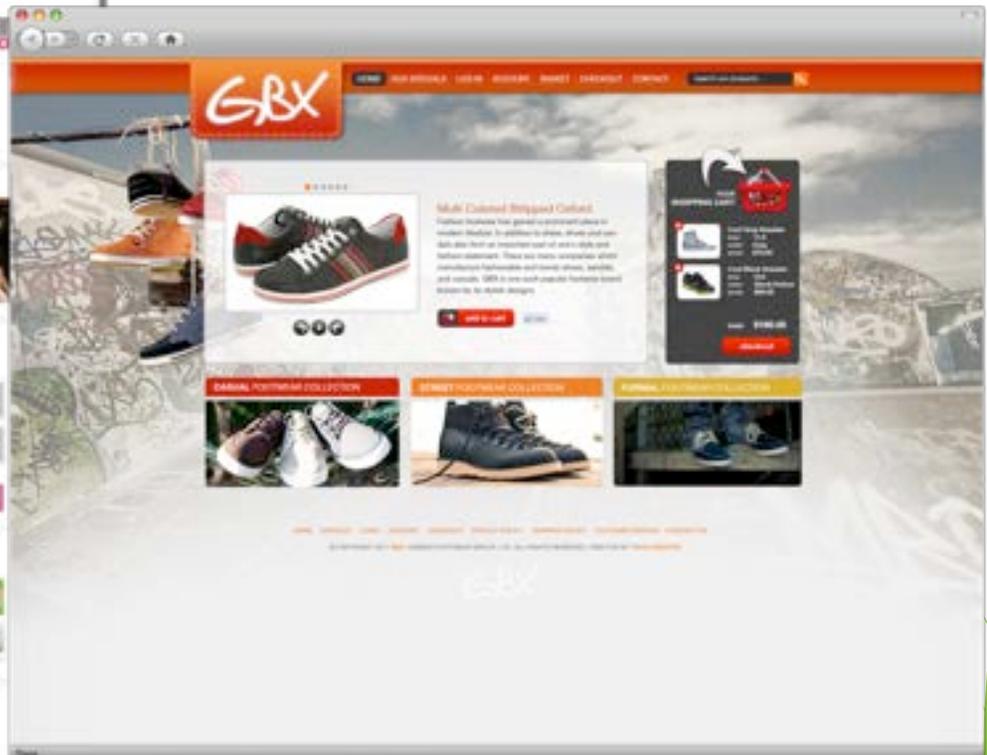
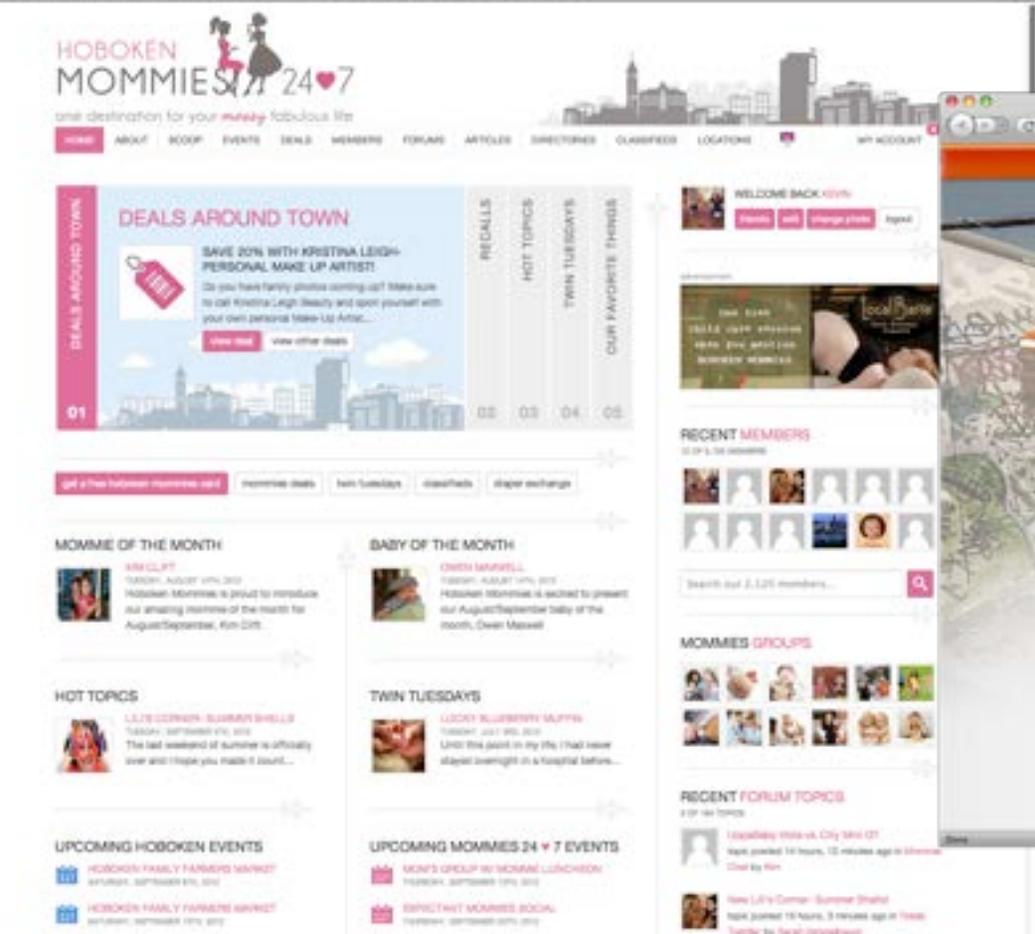
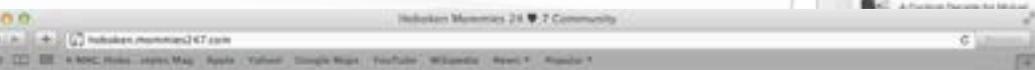
We understand that reaching the milestones of a project of this magnitude and delivering the numerous components on-time and on-budget will depend upon the combined and collaborative efforts of both Tisha Creative and client. To this end, we are committed to on-time and on-budget performance throughout the project. It is the responsibility of both Tisha Creative and the client to minimize unnecessary delays.

Sample Usage Agreement

By accepting terms stated on this contract, client allows Tisha Creative, LLC to use project in companies portfolio and promotion material upon public launch of project.



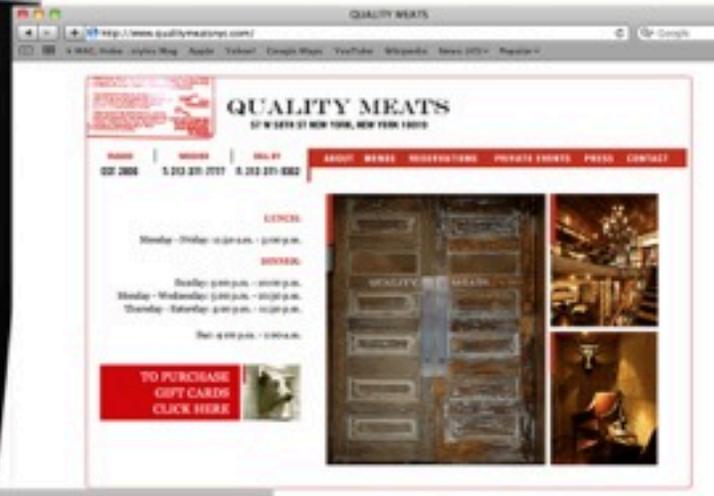
A FEW WORK SAMPLES



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A FEW WORK SAMPLES



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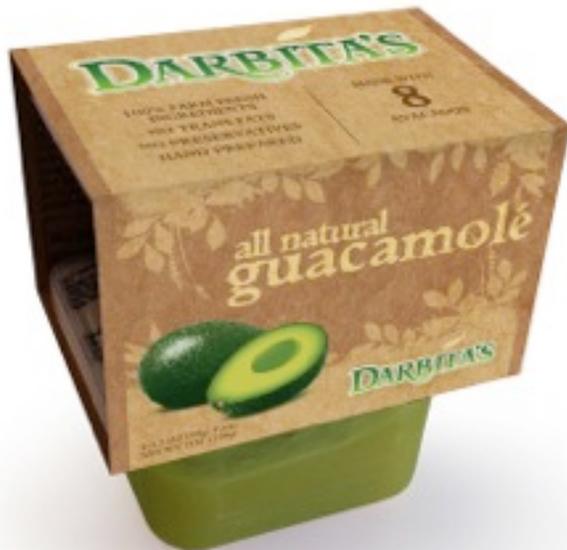
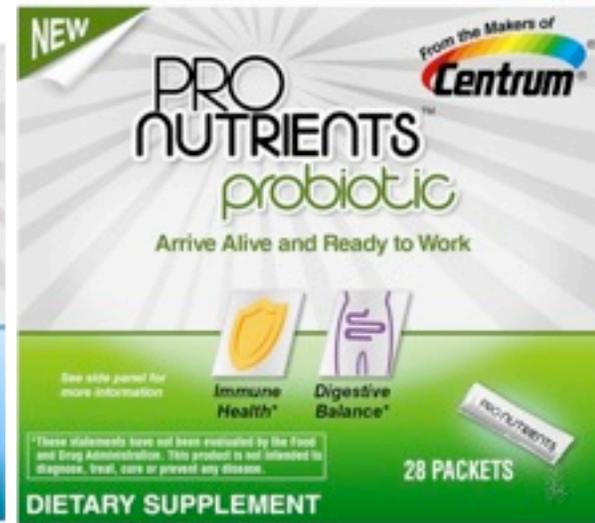
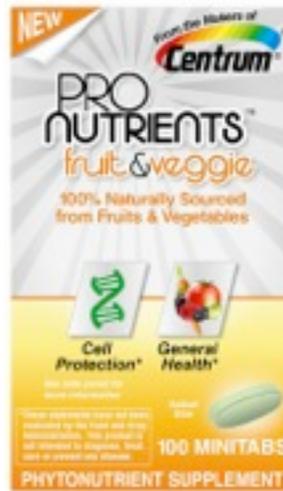
A FEW WORK SAMPLES



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A FEW WORK SAMPLES



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CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 5, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
ADM BUSINESS ADMINISTRATION	ICAPITAL IOPERATING	12-04148	BOSWELL ENGINEERING	BLOCK 12 LOTS 1-18/PA - HO458	\$ 12,686.52	
		12-04018	PREMIER TECHNOLOGY SOLUTIONS	DOMAIN REGISTRATION RENEWAL	\$ 210.95	
	12-04046	JOHN P. CAREY	VARIOUS SUPPLIES FOR CITY HALL	\$ 689.45		
	12-04048	STEPHEN MARKS	REIMBURSEMENT FOR EMERGENCY	\$ 2,933.23		
	12-04095	JUAN MELLI	COPIES DURING SANDY	\$ 207.00		
	12-04097	CARLY RINGER	EXPENSES FOR SANDY CLEAN-UP	\$ 342.65		
	12-04136	BOSWELL ENGINEERING	NEWARK PEDESTRIAN SAFETY-HO431	\$ 1,197.00		
	12-04137	BOSWELL ENGINEERING	2012 ROAD PROGRAM - HO472	\$ 1,710.00		
	12-04138	BOSWELL ENGINEERING	OBSERVER HIGHWAY - HO432	\$ 2,599.75		
	12-04139	BOSWELL ENGINEERING	IMPROVEMENTS HUDSON PL -HO436	\$ 171.00		
	12-04140	BOSWELL ENGINEERING	OBSERVER HIGHWAY - HO432	\$ 641.25		
	12-04141	BOSWELL ENGINEERING	2012 ROAD PROGRAM - HO472	\$ 342.00		
	12-04142	BOSWELL ENGINEERING	NEWARK PEDESTRIAN SAFETY-HO431	\$ 1,453.50		
	12-04143	BOSWELL ENGINEERING	2011 ROAD PROGRAM - HO449	\$ 254.25		
	12-04144	BOSWELL ENGINEERING	2011 ROAD PROGRAM - HO449	\$ 342.00		
	12-04145	BOSWELL ENGINEERING	2012 ROAD PROGRAM - HO472	\$ 2,058.75		
	12-04146	BOSWELL ENGINEERING	OBSERVER HIGHWAY - HO432	\$ 2,780.25		
	12-04147	BOSWELL ENGINEERING	NEWARK PEDESTRIAN SAFETY-HO431	\$ 855.00		
	12-04201	OFFICE DEPOT	OFFICE SUPPLIES FOR VOLUNTEERS	\$ 111.43		
	12-04209	CARLY RINGER	REIMBURSEMENT- SUPPLIES	\$ 337.68		
	ADM MAYOR'S OFFICE	IOPERATING	12-03568	GOVCONNECTION, INC.	TONER FOR J. MELLI	\$ 451.00
	ADM PARKING UTILITY	IOPERATING IPARK UTILITY	12-04059	MILE SQUARE TOWING	TOWING CHARGES - VARIOUS	\$ 750.00
			12-02970	B & M CONTRACTING, INC	GARAGE MAINTENANCE	\$ 3,100.00
12-03440		GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	\$ 3,700.00		
12-03578		GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	\$ 2,337.00		
12-03623		BUY WISE AUTO PARTS	HPU PARTS - OCTOBER, 2012	\$ 60.43		
12-03627		AMANO MCGANN, INC.	FLEXCARDS - GARAGE G	\$ 606.00		
12-03718		ROBBINS & FRANKE, INC.	TIRES FOR HPU #1	\$ 346.84		
12-03773		CONCEPT PRINTING INC.	BUS. CARDS - A. RICCIARDI	\$ 127.90		
12-03904		G & F ENTERPRISE	HPU UNIFORMS	\$ 1,129.94		
12-03957		VERIZON	HPU PHONE SERVICES - OCT. 2012	\$ 1,750.88		
12-03958		PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - NOV. 2012	\$ 204.00		
12-03959		ENTERPRISE CONSULTANTS	PHONE MAINTENANCE - OCT. 2012	\$ 112.50		
12-03962		921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL - 916 GARDEN	\$ 29.95		
12-03969		JEWEL ELECTRIC SUPPLY	SIGNAL & TRAFFIC WIRES	\$ 344.72		
12-03970		CENTRAL PARKING SYSTEM	REIMBURSE/LEASE PAYMENT #45	\$ 6,176.75		
12-03971		JENNA CARMEN	SIGNS REFUND	\$ 30.00		
12-03972		KELLY DAVIES	SIGNS REFUND	\$ 60.00		

ADM PARKING UTILITY	IPARK UTILITY	12-03973	PAETEC COMMUNICATIONS INC.	LD/TOLL CHARGES - OCTOBER 2012	\$ 302.51
		12-03974	UNITRONICS INC.	MAINT. 11/12 - 916 GARDEN ST.	\$ 11,500.00
		12-03975	RYAN SHARP	REIMBURSEMENT-BIKE RACKS	\$ 39.75
		12-03976	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - OCTOBER 2012	\$ 6,408.50
		12-03981	CITY PAINT AND HARDWARE	MISCELLANEOUS SUPPLIES	\$ 1,941.84
		12-04040	CENTRAL PARKING SYSTEM	FINAL PAYMENT - 2011 & 2012	\$ 84,196.20
		12-04059	MILE SQUARE TOWING	TOWING CHARGES - VARIOUS	\$ 270.00
		12-04063	HOBOKEN WATER SERVICE	WATER SERVICES - GARAGES	\$ 85.04
		12-04064	EXXONMOBIL FLEET/GECC	FUEL CHARGES - OCTOBER 2012	\$ 2,500.00
		12-04065	PITNEY BOWES	METER LEASE - NOVEMBER 2012	\$ 102.00
		12-04066	AT&T MOBILITY	MULTI-METERS - NOVEMBER 2012	\$ 3,119.11
		12-04068	WEINER & LESNIAK, LLP	PROF. SERVICES - OCTOBER 2012	\$ 2,746.00
ADM PURCHASING	ICAPITAL	12-01850	AMCO ENTERPRISES, INC.	POLICE HVAC - BID - 12-04	\$ 66,859.18
ADM SPECIAL COUNSEL	IOPERATING	12-02351	BONNIE SIBER WEINSTOCK	IAFF LOCAL 1078	\$ 900.00
		12-02384	VOGEL, CHAIT, COLLINS	SP. LEGAL COUNSEL-BLK 112 DEV.	\$ 5,471.65
		12-02744	FLORIO & KENNY LLP	SP. LEGAL COUNSEL - MILE SQ.	\$ 10,274.26
		12-03491	GOLD COAST CARRIER	PROCESS SERVICE	\$ 51.00
		12-03685	ROBERT GLASSON	COH PBA LOCAL 2 ARBITRATION	\$ 1,200.00
		12-03691	WEST GROUP	WEST INFORMATION CHARGES	\$ 658.50
		12-03984	PASSAIC VALLEY TITLE SERVICES	TITLE SEARCH FOR AMP	\$ 364.00
		12-04081	THE PMA INSURANCE GROUP	INSURANCE DEDUCTIBLE	\$ 3,542.30
		12-04082	GARDEN STATE MUNI.JOINT INSURA	LIABILITY DEDUCTIBLE	\$ 2,888.00
		C2-05001	FLORIO & KENNY LLP	SP. LEGAL COUNSEL - RENT LEV.	\$ 2,910.00
		C2-05002	WEINER & LESNIAK, LLP	SP. COUNSEL - GEN.LITIGATION	\$ 5,303.48
		C2-05004	LITE DEPALMA GREENBERG, LLC	SPECIAL COUNSEL - RENT CONTROL	\$ 4,591.30
ADM TAX ASSESSOR	IOPERATING	12-03136	POGGI PRESS	BUSINESS CARDS	\$ 350.00
ADM TAX COLLECTOR	IOPERATING	12-03277	TCTANJ	EDUCATIONAL SEMINAR	\$ 35.00
		12-04120	RALPH M FAY & L M QUINN	REFUND TAX OVERPAYMENTS	\$ 1,638.12
		12-04121	WILLIAM LAPPIN	REFUND OVERPAYMENTS	\$ 1,149.47
		12-04122	MATTHEW KOENIG	REFUND TAX OVERPAYMENTS	\$ 1,405.31
		12-04123	DEBRA GELMAN	REFUND TAX OVERPAYMENTS	\$ 2,633.47
		12-04124	ADAM & KATARZYNA BLOOM	REFUND TAX OVERPAYMENTS	\$ 3,990.55
		12-04125	ERNESTO ZEDILLO	REFUND TAX OVERPAYMENTS	\$ 227.96
	ITRUST	12-04073	PAM INVESTORS	REDEMPTION	\$ 3,628.87
		12-04074	AUGUST HOLDINGS LLC	REDEMPTION	\$ 3,743.56
		12-04090	ISAAC MORADI	REDEMPTION	\$ 2,423.55
ADM/CORPORATION COUNSEL	IOPERATING	C2-05005	THE BUZAK LAW GROUP LLC	SPECIAL COUNSEL - LITIGATION	\$ 893.16
ADM/ELECTIONS	IOPERATING	12-03996	FARINA, JAMES	GENERAL ELECTION 11-6-12	\$ 231.21
		12-03998	ALYSSA PASCULLI	GENERAL ELECTION 11-6-12	\$ 100.00
		12-03999	LAUREN FARINA	GENERAL ELECTION 11-6-12	\$ 100.00
		12-04000	RICHARD REPETTI	GENERAL ELECTION 11-6-12	\$ 100.00
		12-04001	JONATHAN BUONFIGLIO	GENERAL ELECTION 11-6-12	\$ 100.00
CAPITAL ACCOUNT	ICAPITAL	12-00351	BOSWELL ENGINEERING	POLICE DEPT HVAC REHAB HO453	\$ 726.75

CAPITAL ACCOUNT	ICAPITAL	12-02807	REMINGTON & VERNICK ENGINEERS	HOBOKEN COVE & 1600 PARK	\$ 100,331.63
CD DIRECTOR'S OFFICE	ICAPITAL	12-03351	BOSWELL ENGINEERING	PRO. SVC - WATERFRONT ENGR	\$ 1,662.00
	IFEDERAL	12-00696	EIC ASSOCIATES, INC.	Waterfront Walkway Recons.	\$ 371,135.80
	IOPERATING	12-04105	HUDSON-ESSEX-PASSAIC SOIL	ADDITIONAL INSPECTION FEE	\$ 150.00
		C2-02003	MCMANIMON & SCOTLAND, LLC	COUNSEL ON REDEVELOPMENT	\$ 2,470.00
CD ESROW	ESCROW	12-03046	RBA GROUP ENGINEERS/PLANNERS	PARKING & TRAFFIC ANALYSIS	\$ 1,017.50
CD MLUL PB ESCROW ACCTS	ESCROW	12-03901	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 290.00
		12-03950	MASER CONSULTING	DEVELOPERS ESCROW	\$ 155.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03896	H2M GROUP	DEVELOPERS ESCROW	\$ 290.00
		12-03900	ROBERT HARAG	RETURNING DEVELOPERS ESCROW	\$ 111.81
		12-03902	VANDOR & VANDOR LTD.	DEVELOPERS ESCROW	\$ 2,310.00
CD MLUL ZONING BD OF ADJ	IOPERATING	12-04126	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES FOR ZBA	\$ 7,008.32
ES CENTRAL GARAGE	IOPERATING	12-02637	DUBIN GLASS	WINDSHIELD PARKS VEH.#139	\$ 250.00
		12-03714	DYKES LUMBER COMPANY	LUMBER FOR LEAF TRUCK - CG	\$ 547.84
		12-03814	STATE CHEMICAL MFG.	TRUCK/CAR WAS CENTRAL GARAGE	\$ 459.57
		12-03888	QUALITY AUTOMALL	PD PARTS/CG PARTS	\$ 121.45
		12-03889	GRECCO & SON TRANSPORT LLC	CG VEHICLE PARTS	\$ 2,000.00
		12-03913	BUY WISE AUTO PARTS	NOV. BLANKET - PD VEHICLES	\$ 1,210.43
		12-03978	CITY PAINT AND HARDWARE	GENERAL SUPPLIES	\$ 25.97
ES PUBLIC PROPERTY	IOPERATING	12-03835	LOMBARDY DOOR SALES	REMOTE DOOR OPERATORS C.G.	\$ 385.00
		12-03933	QUALITY PLUMBING & HEATING	BOILER REPAIR CITY HALL	\$ 3,500.00
		12-04015	STATE OF NEW JERSEY PO BOX 392	NJ INSPECTION FEE/PENALTY	\$ 2,000.00
		12-04024	CITY PAINT AND HARDWARE	SUPPLIES OCTOBER 2012 P.P.	\$ 1,224.09
		12-04028	DEPENDABLE PLUMBING &	REPAIR BOILER CITY HALL	\$ 3,750.00
		12-04029	HOBOKEN LOCK & SUPPLY	INSTALLED LOCK/KEY P.D.	\$ 129.00
		12-04034	HOBOKEN LOCK & SUPPLY	INSTALLED KNOBSET/KEYS F.D.	\$ 256.00
ES ROADS	IOPERATING	12-03911	TILCON NEW YORK INC	ASPHALT ESCALATION	\$ 77.04
ES SOLID WASTE	IOPERATING	12-04012	CALI CARTING, INC.	SOLID WASTE/RECYCLING 11/12	\$ 128,333.33
FINANCE SUPERVISOR	IOPERATING	12-02525	HOBOKEN PUBLIC LIBRARY	LIBRARY PAYMENTS MONTHLY	\$ 808,729.76
HS BD OF HEALTH	IOPERATING	12-03353	CAREER DEVELOPMENT INSTITUTE	CONT ED CLASSES-SASSO/MEDEIROS	\$ 387.00
		12-04130	FRANK SASSO	REIMBURSEMENT	\$ 67.41
	ITRUST	12-03935	MARRIAGE/CIVIL UNION LIC. FEES	Jul-Sept 2012 Marriage License	\$ 5,250.00
HS CULTURAL AFFAIRS	ITRUST	12-03405	STAR LEDGER	ADVERTISEMENT - FALL FESTIVAL	\$ 2,401.78
		12-03417	ON SITE ENERGY CO INC.	GENERATOR RENTAL	\$ 308.00
		12-03836	PEACEFUL VALLEY ORCHARD	HARVEST FESTIVAL Oct 20, 2012	\$ 3,010.00
		12-04156	ANGELINA LEDESMA	Ragamuffin & Artist Studio	\$ 112.00
		12-04159	FALLO, GERALDINE	REIMBURSEMENT	\$ 67.14
HS DIRECTOR'S OFFICE	IOPERATING	12-04178	RELIABLE TREE SERVICES	TREE REMOVAL FOR DOWN TREES	\$ 25,000.00
HS PARKS	ICAPITAL	12-04237	BRAIN WAZE STUDIO LLC	PLAQUE FOR COMMUNITY GARDEN	\$ 1,000.00
	IO M FUND	12-03348	QUALITY PLUMBING & HEATING	REPAIRED FOUNTAINS	\$ 350.00
	IOPERATING	12-03002	QUALITY PLUMBING & HEATING	REPLACED FOUNTAIN IN DOG RUN	\$ 325.00
		12-03102	QUALITY PLUMBING & HEATING	REPLACED VALVE AND PIPE	\$ 550.00
		12-04026	CITY PAINT AND HARDWARE	SUPPLIES PARKS OCTOBER 2012	\$ 199.90

HS PARKS	ITRUST	12-04200	SABIA CONSTRUCTION LLC	DEMO/DISPOSAL CHURCH SQ. PARK	\$ 31,800.00
HS RENT LEVELING/STABILIZATION	IOPERATING	12-01911	OFFICE DEPOT	COPIES - RENT REGISTRA. FORM	\$ 800.00
HS SENIOR CITIZEN PROGRAM	IOPERATING	12-03816	METROPOLITAN COFFEE SERVICE	Cooler Rental/ Coffee Brewer	\$ 60.00
		12-03820	METROPOLITAN COFFEE SERVICE	Qrtly Cooler/Coffee Oct-Dec	\$ 60.00
PS FIRE	IOPERATING	12-03826	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
		12-03827	LOMBARDY DOOR SALES	UPTOWN OVERHEAD DOOR REPAIRS	\$ 583.00
		12-03828	GRAINGER, INC	RING CUTTER	\$ 127.80
UNCLASSIFIED ELECTRICITY	IOPERATING	12-04174	P.S.E.&G. COMPANY	ELECTRIC UTILITY - OCT 2012	\$ 19,492.06
UNCLASSIFIED INSURANCE	IOPERATING	12-00006	FALCO, JOAN	CY2012 12 MO PYMTS 11/17/97SR	\$ 438.00
UNCLASSIFIED STREET LIGHTING	IOPERATING	12-04173	P.S.E.&G. COMPANY	STREET LIGHTING - OCT 2012	\$ 47,536.90
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	12-04086	NORTH HUDSON SEWERAGE AUTH.	SEWER - 4TH QUARTER 2012	\$ 1,808.11
		12-04172	HOBOKEN WATER SERVICE	UTILITY - WATER - 4TH QTR 2012	\$ 6,909.45
Grand Total					\$ 1,883,588.21

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

08-Nov-12	TO	21-Nov-12	Paydate	11/28/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	2-01-20-105	6,474.38	0.00	0.00	6,474.38
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,167.03	0.00	0.00	8,167.03
BUS ADMINISTRATOR	2-01-20-112	18,233.97	0.00	0.00	18,233.97
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	0.00	0.00	15,215.44
ELECTIONS	2-01-20-122	0.00	1,052.26	0.00	1,052.26
FINANCE OFFICE	2-01-20-130	26,796.80	0.00	0.00	26,796.80
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	8,410.30	0.00	0.00	8,410.30
ASSESSOR'S OFFICE	2-01-20-150	11,773.49	0.00	0.00	11,773.49
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	2-01-21-180	5,808.67	0.00	0.00	5,808.67
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	386.82	0.00	6,269.76
CONSTRUCTION CODE STIPEND	2-01-22-195	22,897.52	0.00	0.00	22,897.52
		0.00	0.00	200.00	200.00
POLICE DIVISION	2-01-25-241-011	514,700.30	0.00	0.00	514,700.30
POLICE CIVILIAN	2-01-25-241-016	32028.48	0.00	0.00	32,028.48
POLICE DIVISION CLASS II	2-01-25-241-015	460.00	0.00	0.00	460.00
WORKERS COMP		0.00	0.00	7,665.46	7,665.46
CROSSING GUARDS	2-01-25-241-012	13,717.12	0.00	0.00	13,717.12
EMERGENCY MANAGEMENT	2-01-25-252	13,216.95	0.00	96.15	13,313.10

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	2-01-25-266	455,997.05	3,312.60	0.00	459,309.65
FIRE DIF (STRAIGHT TIME)		0.00	0.00	8,683.08	8,683.08
FIRE CIVILIAN	2-01-25-266-016	15,012.23	1,417.68	0.00	16,429.91
STREETS AND ROADS	2-01-26-291-011	25,620.76	290.18	0.00	25,910.94
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	960.00	0.00	0.00	960.00
CENTRAL GARAGE	2-01-26-301	5,647.36	1,410.93	0.00	7,058.29
SANITATION	2-01-26-305	18,029.30	1,697.58	0.00	19,726.88
LICENSING DIVISION	2-31-55-501-101	2,526.63	103.86	0.00	2,630.49
WORKERS COMP		0.00	0.00	1,322.97	1,322.97
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,670.87	0.00	0.00	20,670.87
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	13,746.28	0.00	0.00	13,746.28
RENT STABILIZATION	2-01-27-347	9,684.50	0.00	0.00	9,684.50
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	731.19	0.00	12,186.40
PARKS	2-01-28-375	17,377.49	981.00	0.00	18,358.49
WORKERS COMP				216.00	216.00
PUBLIC PROPERTY	2-01-28-377	27,457.68	0.00	0.00	27,457.68
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	34,311.03	0.00	0.00	34,311.03
PARKING UTILITY	2-31-55-501-101	108,841.31	13,937.46	0.00	122,778.77
WORKERS COMP		0.00	0.00	525.00	525.00
MUN COURT OVERTIME	T-0340000-037	0.00	889.67	0.00	889.67
TRUST - RECREATION ADULT PROG	T-03-40-000-108	435.00	0.00	0.00	435.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	585.00	585.00
FIRE EDUCATION	T-13-10-000-000	0.00	1,449.31	0.00	1,449.31
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	420.00	0.00	0.00	420.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	420.00	420.00
TRUST REC TENNIS CLINIC	T-03-40-000-110	280.00	0.00	0.00	280.00
TRUST PAL	T-03-40-000-004	1,106.47	3,442.94	0.00	4,549.41
TRUST	T-03-40-000-105	240.00	0.00	0.00	240.00

CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46
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<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	26,579.50	26,579.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
SALARY AND WAGES	2-01-46-870-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,527,573.62	31,103.48	46,446.91	1,605,124.01
					1,605,124.01

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: _____

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED
YMCA GRANT AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND HOBOKEN-
NORTH HUDSON YMCA UTILIZING THE CITY'S AFFORDABLE HOUSING FUNDS**

WHEREAS, the City of Hoboken is working with the Hoboken-North Hudson YMCA to seek to ensure adequate funds for the affordable housing project at the YMCA site; and,

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

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

1. The City Council hereby accepts the YMCA Grant Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify the Hoboken-North Hudson YMCA of the Council's authorization of this Agreement and the underlying grant of funds.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any steps necessary to effectuate the Agreement.

MEETING: December 5, 2012

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

AGREEMENT

This AGREEMENT is entered into this ____ day of December 2012, between the CITY OF HOBOKEN, NEW JERSEY (hereinafter referred to as "City" or "Hoboken"), as Grantor, and the HOBOKEN-NORTH HUDSON YMCA (hereinafter referred to as "YMCA"), as Grantee, (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, on or about April 4, 2007, the City adopted an Amended Resolution authorizing a tax abatement for the YMCA housing project (hereinafter referred to as the "Project"); and

WHEREAS, the Project is funded, generally, through the issuance of tax credits and MBS Urban Renewal, LLC ("MBS") is a legal entity established to comply with legal prerequisites for receipt of those tax credits; and

WHEREAS, on or about June 8, 2011, the City and MBS entered into an amended financial agreement providing for a payment in lieu of taxes pursuant to N.J.S.A. 40A:20-1 et seq;

WHEREAS, the City and MBS subsequently executed an Amendment to the aforementioned financial agreement on May 4, 2011; and

WHEREAS, on or about November 9, 2011, MBS recorded a deed restriction with the Clerk of Hudson County regarding the affordable housing covenants and restrictions associated with the Project, which is attached hereto as EXHIBIT A; and

WHEREAS, by letter dated September 24, 2012, attached hereto as EXHIBIT B, the YMCA provided the City with an update on the status of the Project and requested that the City approve a City funded grant to the YMCA for the project in the amount of \$534,185.00 (hereinafter referred to as the "Grant"), the funds of which shall come from the City's affordable housing funds (hereinafter referred to as the "Grant") and

WHEREAS, as explained in the aforementioned September 24, 2012 correspondence, the Grant shall be used for furniture, fixtures and equipment (hereinafter referred to as "FFE") for the YMCA to use for the residential component of the Project; and

WHEREAS, the September 24, 2012 correspondence outlined a proposed budget for FFE, which is attached hereto as EXHIBIT C; and

WHEREAS, subsequent to the September 24, 2012 correspondence, Hurricane Sandy caused extensive damage to the City, including destroying the heater/boiler in the YMCA; and

WHEREAS, the cost of replacing the heater/boiler is \$9,000.00 after application of all insurance proceeds, for which the YMCA seeks additional grant funds; and

WHEREAS, the City finds that this particular project provides an essential affordable housing element to the Community and wishes to award a grant in the amount of \$543,185.00 for the purposes outlined herein; and

WHEREAS, the YMCA, MBS and/or any of its vendors shall be required, as a material condition of the Grant, to provide documentation to the City verifying the purpose of the funds, the use of the funds for an appropriate purpose, and the continuing qualifying nature of the Project within fourteen (14) business days of any request from the City.

NOW, THEREFORE, for good and sufficient consideration, which the Parties hereby acknowledge, the Parties agree as follows:

1. TERMS.

- A. The City shall provide the YMCA with the Grant in the amount of \$543,185.00 to be used for FFE as outlined in the budget attached hereto as EXHIBIT B and for a heater/boiler destroyed by the effects of Hurricane Sandy;
- B. The Grant funds shall be provided to the YMCA by the City incrementally. The YMCA shall provide the City with invoices showing purchases in accordance with the FFE schedule attached hereto. Once the invoices are received and approved by the City, the City shall forward an amount equal to the approved FFE purchase price of said invoice. No portion of the Grant funds shall be provided to the YMCA by the City without a corresponding approved invoice.
- B. The Grant shall be used solely for the purchase of FFE as outlined in Exhibit C, attached hereto, and for the heater/boiler as described herein;
- C. The YMCA and/or its contractors shall obtain invoices for all items purchased as contemplated by Paragraphs A and B above, and provide copies to the City, with proof of payment, within fourteen (14) business days after invoices and/or proof of payment become available;
- D. At the time the funds are awarded, the YMCA shall provide the City with evidence that the Project is a qualified housing project, according to [?what source does the term come from and/or define the term] eligible for the Grant; and
- E. The Grantee shall be required to maintain general liability and casualty insurance, including without limitation flood and natural disaster insurance, in amounts sufficient to cover the replacement costs of any and all items purchased, in whole or in part, with the use of grant funds; and, any insurance funds received by the Grantee shall be utilized to repair and/or replace any and all items accounted for under the insurance claim which were funded, in whole or in part, with grant funds.

F. Failure to maintain adequate insurance or properly apply insurance proceeds under Subsection E shall be considered a material breach of the Agreement for which the Grantee shall be required to reimburse the City for all grant funds received and/or for which termination for cause may occur in accordance with this Agreement.

G. Failure to utilize the grant funds according to this agreement shall be considered a material breach of the Agreement for which the Grantee shall be required to reimburse the City for all grant funds received and/or for which termination for cause may occur in accordance with this Agreement.

H. Failure to comply with the deed restrictions of the project and/or maintain the affordable housing component of the project purpose and/or maintain the property as a qualified housing project shall be considered a material breach of the Agreement for which the Grantee shall be required to reimburse the City for all grant funds received and/or for which termination for cause may occur in accordance with this Agreement.

2. CHOICE OF LAW. This Agreement shall be governed by the substantive law of the State of New Jersey without regard for its choice of law or conflict of law provisions. It is the intent of the Parties that the substantive law of New Jersey shall apply to the terms of the this Agreement;

3. JURISDICTION. The Superior Court of New Jersey located in Hudson County shall be the exclusive venue of original jurisdiction for resolving any and all disputes arising out of this Agreement;

4. SEVERABILITY. In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall remain in full force and effect;

5. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement of amendments thereto and of signature pages by facsimile transmission or by email transmission in portable document format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by email transmission in portable document format, or similar format, shall be deemed to be their original signatures for all purposes; and

6. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

7. TERM / TERMINATION

All the City obligations under this Agreement, including without limitation providing funding hereunder not previously provided, shall terminate on April 1, 2013. The YMCA's obligations hereunder, including the obligation to maintain a qualified community and to maintain services in accordance with the aforementioned deed recordation, shall remain in effect into perpetuity.

Termination With Cause: The City may terminate this Agreement immediately upon material breach of the terms of the Agreement, and if the breach is caused by actions or inactions of the Grantee, then the City shall be entitled to full reimbursement of any and all grant funds provided under this Agreement. Said reimbursement shall occur within sixty (60) days of notice of termination; any amounts not reimbursed within sixty (60) days shall be subject to interest charges as the maximum amounts allowed by law.

8. ASSIGNMENT

Neither Party shall assign, transfer, or sublet this Agreement or any portion thereof without the prior written consent of the other Party.

9. COMPLIANCE WITH LAW AND POLICY

The Parties agree to comply with all federal and state laws, local ordinances, and applicable City codes.

10. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the Party or by certified mail, return receipt requested, or by fax to the Party at that Party's address stated herein. Any Party may change its address stated herein by giving notice of the change in accordance with this Section.

For the Grantee:

??
??
??
Hoboken , NJ 07030

For the Grantor:

Corporation Counsel and Office of the Mayor
City of Hoboken
94 Washington Street
Hoboken , NJ 07030

11. ENTIRE AGREEMENT

This is the entire Agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is validly executed on behalf of each of the Parties.

IN WITNESS WHEREOF, this AGREEMENT has been executed as the day and year first above written.

FOR THE CITY OF HOBOKEN

Dawn Zimmer, Mayor

Date:

James J. Farina, City Clerk

Date:

FOR HOBOKEN-NORTH HUDSON YMCA

Susan Walsh, Executive Director

Date:

Witness

Date:

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Resolution Receiving Corrective Action Plan for the TY 2010 Audit

WHEREAS, the City of Hoboken has received its Audit for TY 2010 from the independent auditor Ferraioli, Wielkotz, Cerullo, & Cuva, and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the above recitals are incorporated by reference as it's fully stated herein.

BE IT FURTHER RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to accept the Corrective Action Plan for the City of Hoboken TY 2010.

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

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

Reviewed By:

Quentin Wiest
Business Administrator

Approved as to Form:

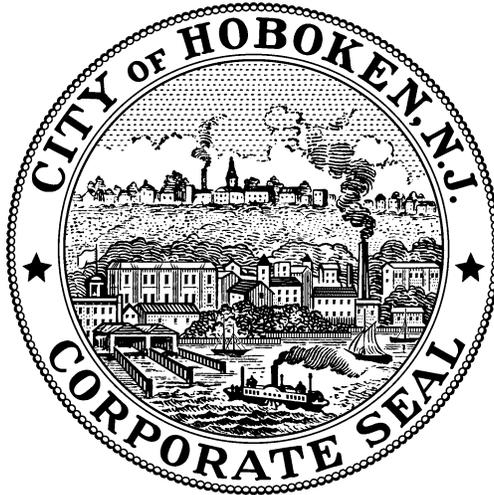
Melissa Longo
Corporation Counsel

Date of Meeting: December 5, 2012

**City of Hoboken
Hudson County, New Jersey**

Corrective Action Plan for 2010
Audit Report Year: TY December 31, 2010

Including Comments on Findings and Recommendations



City of Hoboken
94 Washington Street
Hoboken, NJ 07030

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

City Clerk

Finding/Condition #1

Not all Local Government Ethics Law Financial Disclosure statements were returned by same officials as required by N.J.S.A. 40A:9-22-1.

Recommendation:

That all Government Officials are required and should submit a Local Government Ethics Law Financial Disclosure Statement per N.J.S.A. 40A:9-22.1.

Explanation and Corrective Action:

The Government Officials had been notified by second request from the City Clerks' Office. The list of officials who have not submitted Disclosure had been turned over to the law department for further notification.

Finance/Treasurer

Finding/Condition #1

Not all financial transactions are being recorded in the General Ledger in a timely manner as required by Technical Accounting Directive #3 for the following funds:

POAA
Employee Trust

Recommendation:

That all financial transactions be recorded in the General Ledger as required by Technical Accounting Directive #3 for the following funds:

POAA
Employee Trust

Explanation and Corrective Action:

General Ledger accounts have been established for POAA. Employee Trust is union due collected by the municipal employees association and a separate tax identification number will be established by the union representatives.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Finding/Condition #2

Technical Accounting Directive #2, codified as N.J.A.C. 5:30-5.6. requires the City to place value of all fixed assets put into service. The City has hired an appraisal company to prepare a listing of the City's assets as well as appraise each asset's value. The report prepared was for the fiscal year ended June 30, 2004 and has not been maintained to report new assets.

Recommendation

That the appraisal company should be contacted to update the report yearly.

Explanation and Corrective Action:

The City has concentrated its efforts on dealing with more immediate problems before concerning itself with the establishment of fixed asset accounting system. After the City has managed its more immediate problems, the city will obtain an appraisal on fixed assets, and keep the fixed assets balances up to date through integration with its general ledger and budget system software.

Finding/Condition #3

Petty cash disbursed to various departments does not agree to State approved petty cash application in accordance with N.J.S.A. 40A:5-21.

Recommendation:

That an updated application be submitted to the State to approve various appointments of petty cash

Explanation and Corrective Action:

The City only maintains three petty cash funds, granted to the Fire Department, Environmental Services and Purchasing Agent, which have been approved by the DLGS. The State has been provided with an updated list.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Finding/Condition #4

Prior year encumbrances are not being cancelled correctly in the General Capital Fund.

Recommendation:

That prior year encumbrances be cancelled correctly on the General Capital Fund.

Explanation and Corrective Action:

Procedure will be implemented in the budget monitoring process to cancel all prior year encumbrances in the Capital Fund.

Finding/Condition #5

Trust Fund bank reconciliations contain several unidentified adjustments.

Recommendation:

That all adjustments be identified and recorded for reconciliations to the Trust Fund.

Explanation and Corrective Action:

The unidentified adjustments will be reviewed for accuracy and will be properly identified.

Finding/Condition #6

Expenditures were incurred against grant awards that had not yet been appropriated

Recommendation:

That all grant awards be included in the adopted or approved via N.J.S.A. 40A:4-87 prior to contracts being encumbered and expenditures incurred.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Explanation and Corrective Action:

Chapter 159 resolutions will be approved by the governing body for all grant awards not included in the adopted budget. Expenditures will not be charged to grants that have not been appropriated either through the adopted budget or by Chapter 159 resolution.

Finding/Condition #7

Budget transfers were made to two ineligible accounts

Recommendation:

Budget transfers should be made in accordance with Local Budget Law.

Explanation and Corrective Action:

All budget transfer will be reviewed for accuracy according to budget law.

Purchasing

Finding/Condition #1

Informal quotes were not obtained for some purchases over 15% of the bid threshold N.J.S.A. 40A:11-(1).

Recommendation:

All purchases over 15% of the bid threshold should be obtain informal quotes as required by Local Public Contracts Law.

Explanation and Corrective Action:

Representatives from all departments have been trained on the basics of purchasing guidelines, including the quote threshold. The City now employs a full-time QPA who monitors activity for compliance with the Local Public Contracts Law.

Finding/Condition #2

Not all bid documents were available for review as required by N.J.S.A. 40A:11.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Recommendation:

That all bids sought by public advertisement be maintained by the City and made available for audit review.

Explanation and Corrective Action:

The files for all competitive bids for the current and reserve year are available, in total, in the Purchasing Division.

Finding/Condition #3

N J Business Certificates were not available at the time of the audit.

Recommendation:

That all N J Business Certificates be obtained by the city as required by LFN 2004-24.

Explanation and Corrective Action:

Procedure had been put in place to obtain N J Business Certificates as required by LFN 2004-24.

Payroll/Personnel

Finding/Condition #1

Lack of documentation for employees upon retirement/termination.

Recommendation:

That proper records are kept for retired/terminated employees documenting termination date and any termination pay outs.

Explanation and Corrective Action:

The City has implemented improved controls to record attendance and leave time. This information is maintained centrally in the personnel and payroll offices.

Finding/Condition #2

Instances where penalties/fees for late enrollment of Pension Program were assessed to the City of Hoboken.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Recommendation:

That more care be taken to ensure all pension program enrollments are made in a timely manner to negate any additional penalties or fees.

Explanation and Corrective Action:

New procedures have been established whereby all new employees are processed through the personnel office and pension enrollment is part of orientation.

Finding/Condition #3

Instances where penalties/fees for an unauthorized early Retirement Incentive Program.

Recommendation:

That more care be taken to ensure all pension requirements are met to negate any additional penalties or fees.

Explanation and Corrective Action:

In the future any early retirement incentives will follow the procedure in place by the State of New Jersey.

Finding/Condition #4

Payroll registers are only being reviewed by the person processing the payroll.

Recommendation:

That authorized signatures be present as evidence that the payroll register is reviewed by another responsible party that is not involved with the payroll process.

Explanation and Corrective Action:

The department heads approve all time sheets inputted by the payroll department. The necessary steps will be taken for a responsible party during the bank reconciliation process to view payroll transaction.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Finding/Condition #5

Instances where errors on calculations of Police Officer's longevity were found.

Recommendation:

That salary calculations be reviewed and corrected. Payroll and Personnel should review salary increases.

Explanation and Corrective Action:

There was a disconnect between hiring information and payroll which caused several police officers longevity to slip through the cracks. The police officers enrolled in County, state or other municipalities' pension systems receive longevity service credit. Procedures have been put in place to correctly calculate longevity.

Parking Utility

Finding/Condition #1

Credit Card transactions are not being properly recorded or reconciled to the bank statements. The Utility's general ledger contains several unidentified adjustments to cash and revenue.

Recommendation:

The Parking utility should properly record and reconcile all credit cards transactions.

Explanation and Corrective Action:

All monies received by credit card transaction have been isolated in one main checking account and reconciled on a monthly basis. Revenue is booked on a monthly basis.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Departments

Finding/Condition #1

The following departments do not maintain supporting documentation for receipts as required by the Division of Local Government Services, Requirements of Audit for Revenue & Receipts:

Recreation Department

Recommendation:

That the following departments maintain a receipt journal to support receipts:
Recreation Department

Explanation and Corrective Action:

All monies received by the recreation department are by check, money order or credit card. Cash is rarely accepted. A receipt book being purchased by the department and all money received will be logged

Finding/Condition #2

The following departments are not reconciling monies deposited to the Treasurer's records on a regular basis.

Police Department
Vital Statistics
Planning & Zoning

Recommendation:

That the following departments reconcile monies deposited to the Treasurer's records on a regular basis.

Police Department
Vital Statistics
Planning & Zoning

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

TY
December 31, 2010

Explanation and Corrective Action:

A monthly report is given to the various departments and finance department for reconciliation purposes. Any recommended adjustment are reviewed and corrected by the Finance Department.

Finding/Condition #3

There are 812 tickets assigned over 180 days on the court's December Monthly Management Report.

Recommendation:

That tickets over 180 days be recalled by the Court Administrator.

Explanation and Corrective Action:

The Court administrator will monitor the ticket books on a monthly basis. The police cars or computerized with E-ticketing it will help the lag in the ticket process.

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Resolution Receiving Corrective Action Plan for the CY 2011 Audit

WHEREAS, the City of Hoboken has received its Audit for CY 2011 from the independent auditor Ferraioli, Wielkotz, Cerullo, & Cuva, and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the above recitals are incorporated by reference as it's fully stated herein.

BE IT FURTHER RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to accept the Corrective Action Plan for the City of Hoboken CY 2011.

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

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

Reviewed By:

Quentin Wiest
Business Administrator

Approved as to Form:

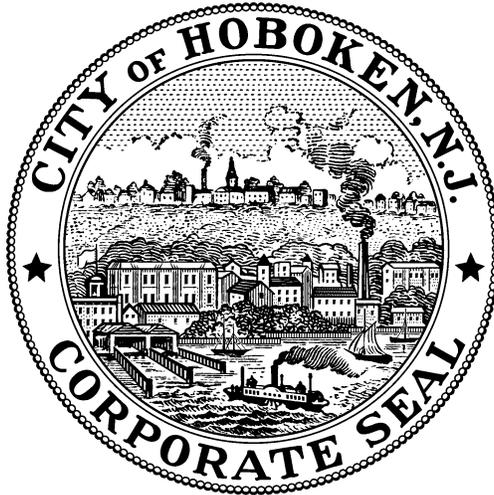
Melissa Longo
Corporation Counsel

Date of Meeting: December 5, 2012

City of Hoboken
Hudson County, New Jersey

Corrective Action Plan
Audit Report Year: December 31, 2011

Including Comments on Findings and Recommendations



City of Hoboken
94 Washington Street
Hoboken, NJ 07030

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

FINANCE/TREASURER

Finding/Condition #1

Technical Accounting Directive #2, codified as N.J.A.C. 5:30-5.6. requires the City to place value of all fixed assets put into service. An appraisal of the City's assets has not been updated since 2004.

Recommendation

That a fixed asset report be prepared to place a value on all assets put into service and that the report be updated annually.

Explanation and Corrective Action:

The City has concentrated its efforts on dealing with more immediate problems before concerning itself with the establishment of fixed asset accounting system. After the City has managed its more immediate problems, the city will obtain an appraisal of fixed assets, and keep the fixed assets balances up to date.

Finding/Condition #2

The City did not implement the requirements of Governmental Accounting Standards Board (GASB) Statement No. 45 "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions."

Recommendation:

That the City take the necessary steps to implement and maintain the requirements of Governmental Accounting Standards Board (GASB) Statement No. 45 "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions."

Explanation and Corrective Action:

The City has begun the process of implementing the requirements of GASB 45 with the goal of meeting the required disclosure requirements in the 2012 financial statements.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Finding/Condition #3

Not all financial transactions are being recorded in the General Ledger in a timely manner as required by Technical Accounting Directive #3 for the following funds:

POAA Trust Fund
Parking Utility Operating Fund
Net Payroll Account
Payroll Agency Account

Recommendation:

That all financial transactions be recorded in the General Ledger as required by Technical Accounting Directive #3.

Explanation and Corrective Action:

Steps have been taken such as closer review of bank reconciliations and increasing accounting staff in the parking utility so that transactions are recorded in a timely manner.

Finding/Condition #4

Petty cash disbursed to various departments does not agree to State approved petty cash application in accordance with N.J.S.A. 40A:5-21.

Recommendation:

That an updated application be submitted to the State to approve various appointments of petty cash

Explanation and Corrective Action:

The City only maintains two petty cash funds, Fire Department and Business Administrator, which have been approved by the DLGS. The State has been provided with an updated list.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Finding/Condition #5

Expenditures were incurred against grant awards that had not yet been appropriated

Recommendation:

That all grant awards be included in the adopted budget or approved via N.J.S.A. 40A:4-87 prior to contracts being encumbered and expenditures incurred.

Explanation and Corrective Action:

Chapter 159 resolutions will be approved by the governing body for all grant awards not included in the adopted budget. Expenditures will not be charged to grants that have not been appropriated either through the adopted budget or by Chapter 159 resolution.

Finding/Condition #6

Bank reconciliations for the following accounts contain several unidentified adjustments

Other Trust Fund
Parking Utility Operating Fund
Net Payroll Account
Payroll Agency Account

Recommendation:

That all adjustments be identified and recorded for reconciliations for all funds.

Explanation and Corrective Action:

Bank reconciliations will be reviewed and adjustments recorded as needed.

Finding/Condition #7

There were budget overexpenditures of \$22,890 which are required to be reported by the Division of Local Government Services, Requirement of Audit for Overexpenditures.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Recommendation:

That proper care be exercised over the budget and that budget expenditures and appropriations be reviewed timely to prevent future occurrences of overexpenditures.

Explanation and Corrective Action:

The overexpenditure noted was in the Police and Fire Pension line. While total pension cost was within budget, the Police and Fire component was not. Care will be taken so that instances such as this do not occur in the future.

Finding/Condition #8

The following accounts are carrying outstanding checks over one year old as reconciling items (N.J.S.A. 40A:5-5.)

Net Payroll Account
Payroll Agency Account
Parking Utility Operating Account

Recommendation:

That stale dated checks be reviewed and cancelled if appropriate

Explanation and Corrective Action:

Stale dated checks will be reviewed and cancelled if appropriate.

PURCHASING

Finding/Condition #1

Informal quotes were not obtained for some purchases over 15% of the bid threshold N.J.S.A. 40A:11-(1).

Recommendation:

That all purchases over 15% of the bid threshold should be obtain informal quotes as required by Local Public Contacts Law.

Explanation and Corrective Action:

Representatives from all departments have been trained on the basics of purchasing guidelines, including the quote threshold. The City now employs a

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

full-time QPA who monitors activity for compliance with the Local Public Contracts Law.

Finding/Condition #2

Not all bid documents were available for review as required by N.J.S.A. 40A:11.

Recommendation:

That all bids sought by public advertisement be maintained by the City and made available for audit.

Explanation and Corrective Action:

A system has been put in place to ensure that all bid files are maintained in the purchasing department. This should not be an issue for current and future bids.

Finding/Condition #3

Goods/Services are being ordered prior to being encumbered as prescribed by Technical Directive #1.

Recommendation:

That all goods/services be encumbered prior to being ordered.

Explanation and Corrective Action:

Representatives from all departments have been trained on the basics of purchasing guidelines, including the requirement that no order be placed without a purchase order (encumbrance.) The City now employs a full-time QPA who monitors activity for compliance.

Finding/Condition #4

Vendor documents were not always available to support expenditures as required by the Division of Local Government Services, Requirements of Audit for Expenditures and Disbursements.

Recommendation:

That all supporting documentation for all purchases be made available for audit review.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Explanation and Corrective Action:

Procedures have been implemented to ensure that all supporting vendor documentation is available for audit review.

DEPARTMENTS

Finding/Condition #1

The following departments do not maintain a monthly cash book that summarizes collections by category:

- a. Recreation Department
- b. Taxi & Limo Licenses Department
- c. Building Department
- d. Environmental Department
- e. Department of the City Clerk
- f. Fire Prevention Department
- g. Police Department

Recommendation:

That all departments maintain a monthly cash ledger that summarizes collections by category.

Explanation and Corrective Action:

A procedure will be implemented whereby departments maintain receipt logs (by category) and send the monthly logs to finance for reconciliation to the cash ledger.

Finding/Condition #2

The total fees recorded by the building department in the manual ledger do not agree to the total fees per the permit system.

Recommendation:

That all fees collected by the building department be entered into the permit system.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Explanation and Corrective Action:

The building department will enter all fees into the permit system.

Finding/Condition #3

The building department is not turning over all DCA fees collected to the State of New Jersey.

Recommendation:

That all DCA fees collected by the building department be turned over to the state in a timely manner.

Explanation and Corrective Action:

All DCA fees collected by the building department will be turned over to the state in a timely manner.

Finding/Condition #4

There are 603 tickets "Assigned over 180 days" on the December monthly management report.

Recommendation:

That tickets over 180 days be recalled by the Court Administrator

Explanation and Corrective Action:

The Court Administrator will recall all ticket books outstanding over 180 days..

Payroll/Personnel

Finding/Condition #1

Authorized deferred compensation applications and W-4 forms for selected individuals were unable to be located for review.

Recommendation:

That all approved deferred compensation applications and W-4's be maintained and available for review.

City of Hoboken
Hudson County, New Jersey

Comments on Findings and Recommendations (continued)

December 31, 2011

Explanation and Corrective Action:

Care will be taken to maintain proper payroll/personnel files. The City has begun an internal review of all files to ensure that authorized withholding forms are in place.

Finding/Condition #2

A report of accrued liability for sick and vacation time payable is not maintained as prescribed in the detailed walkthrough of the payroll cycle.

Recommendation:

That a report of accrued liability for sick and vacation payable be updated and maintained by the payroll department.

Explanation and Corrective Action:

Currently, sick and vacation time is tracked manually. The City is in the process of implementing time reporting system which will be integrated with payroll. When the implementation is complete, this information will be available from the new system.

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

THIS RESOLUTION AUTHORIZES THE TRANSFER OF FUNDS WITHIN ACCOUNTS IN THE CY 2012 CURRENT FUND APPROPRIATIONS.

BE IT RESOLVED, that the following CY 2012 budget Current Fund appropriation transfers are hereby authorized for the City of Hoboken:

	FROM	TO
Operations - Within "Caps"		
Personnel & Health S&W		\$2,000
Personnel & Health OE		\$1,500
Mayor's Office S/W		\$1,300
City Clerk S&W		\$5,000
Elections S&W		\$2,000
Community Development S&W		\$1,000
Zoning Administration S&W		\$1,500
Cultural Affairs S&W		\$1,500
Human Services S&W		\$1,500
Legal Advertising OE		\$5,000
Planning Board OE		\$40,000
Parks OE		\$150,000
Zoning Board OE	\$40,000	
Parks S&W	\$150,000	
Business Administrator OE	\$1,500	
Purchasing S&W	\$13,300	
Elections OE	\$2,000	
Planning Board S&W	\$2,500	
Senior Citizens S&W	\$3,000	
	\$212,300.00	\$212,300.00

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

MEETING OF: December 5, 2012

REVIEWED BY:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa Longo
Corporation Counsel

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : ___**

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH WEINER LESNIAK AS SPECIAL LEGAL COUNSEL-AFFORDABLE HOUSING TO WORK WITH AFFORDABLE HOUSING PLANNING PROFESSIONALS TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 5, 2012 AND EXPIRE ON DECEMBER 5, 2013 FOR A NOT TO EXCEED AMOUNT OF TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) TO BE PAID FROM TARRAGON FUNDS

WHEREAS, service to the City as Special Counsel – Affordable Housing Legal 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 Proposals for the Professional Services of Special Legal Counsel-General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, the Administration has determined that Ron Cucchiaro of Weiner Lesniak can provide the City with the most diligent legal representation in matters relating to Affordable Housing; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Twenty Four Thousand (\$24,000.00) Dollars; 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 \$24,000.00 is available in the following appropriation Tarragon Settlement Funds within _____ in the CY2012 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 CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Ron Cucchiaro of Weiner Lesniak to represent the City as Special Legal Counsel-Affordable Housing Legal Counsel be executed, for a term to commence December 5, 2012 and expire December 5, 2013, with a not to exceed amount of Twenty Four Thousand (\$24,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover those matters directly related to the type of legal counsel stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Weiner Lesniak represents the City in; 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: December 5, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH WEINER
LESNIAK AS SPECIAL LEGAL COUNSEL-LAND USE LITIGATION TO THE CITY OF
HOBOKEN TO COMMENCE OCTOBER 3, 2012 AND EXPIRE ON OCTOBER 2, 2013 FOR A
NOT TO EXCEED AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00)**

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

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

WHEREAS, the Administration has determined that Ron Cucchiaro of Weiner Lesniak can provide the City with the most diligent legal representation in the following matters: International Realty (Docket No. HUD-L-3867-12) and RCD Enterprises (HUD-L-3804-12)

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Thirty Thousand (\$30,000.00) Dollars; 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 \$30,000.00 is available in the following appropriation 2-01-21-181-036 in the CY2012 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 CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel-Land Use Litigation (International Realty / RCD Enterprises) be executed, for a term to commence October 3, 2012 and expire October 2, 2013, with a not to exceed amount of Thirty Thousand (\$30,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover those two matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Weiner Lesniak represents the City in; 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 FURTHER RESOLVED that this resolution shall take effect immediately. 02-02-21-181-036

Meeting date: December 5, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO AMEND THE CONTRACT WITH OKIN,
HOLLANDER & DELUCA, LLP FOR SERVICES AS SPECIAL LEGAL
COUNSEL – BANKRUPTCY TO THE CITY OF HOBOKEN RELATING
TO THE BANKRUPTCY FILINGS INVOLVING HOBOKEN
UNIVERSITY MEDICAL CENTER TO INCREASE THE NOT TO
EXCEED AMOUNT BY \$13,000.00**

WHEREAS, the City previously appointed and contracted for the services of Paul S. Hollander, Esq. of Okin, Hollander & DeLuca, LLP to serve as Special Legal Counsel relating to any bankruptcy proceedings commencing in relation to Hoboken University Medical Center; and,

WHEREAS, the August 4, 2011 proposal of Paul S. Hollander, which originally constituted the Agreement between Okin, Hollander & DeLuca, LLP and the supplemental amended City contract dated March 21, 2012, and again by a City Council Resolution dated September 5, 2012, shall be further amended by a City contract which amends and increases the not to exceed amount by an additional Thirteen Thousand (\$13,000.00) Dollars; and,

WHEREAS, the remainder of the terms of the March 21, 2012 and September 5, 2012 agreements shall remain unchanged; and,

WHEREAS, Okin, Hollander & DeLuca, LLP 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, there is a continuing, ongoing, and urgent need for said service, which therefore remains exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,000.00 is available in the following appropriations Special Counsel in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED that the contract with Okin, Hollander & DeLuca, LLP for the services of Paul Hollander, Esq. to represent the City as Special Legal Counsel in the pending bankruptcy litigation relating to the Hoboken University Medical Center, originally for a not to exceed amount of \$17,500.00, and previously amended to increase the not to exceed amount by \$135,000.00 and an additional \$50,000.00, and an additional \$20,000.00, and an additional \$30,000.00, shall be heretofore amended again to increase the not to exceed amount by an additional Thirteen Thousand (\$13,000.00) Dollars;

BE IT FURTHER RESOLVED that the remainder of the amended March 21, 2012 and September 5, 2012 contracts shall remain unchanged; 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 Okin, Hollander & DeLuca, LLP; 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 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: December 5, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

OKIN, HOLLANDER & DELUCA, L.L.P.

COUNSELLORS AT LAW
ONE PARKER PLAZA
FORT LEE, NEW JERSEY 07024

PAUL S. HOLLANDER

201-947-7500

FACSIMILE 201-947-2663

November 2, 2012

Via Regular Mail

Mellissa Longo, Esq.
Interim Corporation Counsel
Office of Corporation Counsel
94 Washington Street, 2nd Floor
Hoboken, NJ 07030



**Re: Hudson Healthcare, Inc.
Case No. 11-33014 (DHS)**

Dear Mellissa:

Based upon my last conversation with Mayor Zimmer, I understand on November 7, 2012 the City Council is scheduled to consider the partial payment of \$13,106.63 towards our statement dated June 29, 2012 covering services rendered in May, 2012. Assuming this partial payment is approved, this will leave an unpaid balance on that statement of \$5,335.41. I understand that once this partial payment is made, there will be no room remaining under our existing contract with the City to pay the balance on our June 29, 2012 invoice.

I am enclosing herewith our final statement dated October 31, 2012 covering services rendered in August and September, 2012. Once the Cairo motion was resolved in favor of the HMHA and the City, we did no further work on this or any other matter relating to Hudson Healthcare, Inc.

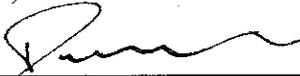
Assuming that the City Council approves our partial payment of \$13,106.63, this will leave a balance of \$5,335.41 from the June 29, 2012 statement, and an additional amount due of \$7,657.36 from our October 31, 2012, statement for a total balance due of \$12,992.77. Based upon my last discussion with Mayor Zimmer, I understand that you will have to get an additional contract approval for this balance before it can be paid.

Please call me to discuss any questions that you have or if you have any reason to believe that I have misstated the status of our account with the City.

Thank you in advance for your attention.

Very truly yours,

OKIN, HOLLANDER & DeLUCA, L.L.P.

By: 

Paul S. Hollander

PSH/kp

cc: Mayor Dawn Zimmer-Via Regular Mail
F:\OCH\CITY OF HOBOKEN\Corres\Longo ltr-11-02-12.doc

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE AN EUS CONTRACT VIA THE COMPETITIVE CONTRACT
PROCESS TO TISHA CREATIVE FOR SERVICES AS THE CITY'S TOURISM WEBSITE
DESIGNER AND DEVELOPER TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 5,
2012 AND EXPIRE ON DECEMBER 5, 2013 FOR A NOT TO EXCEED AMOUNT OF THIRTY
SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00)**

WHEREAS, the City seeks to update its website and implement a more effective and encompassing tourism program for the City, including, without limitation, a more effective tourism website design; and

WHEREAS, service to the City as Tourism Website Designer and Developer is an EUS 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 Administration has determined, by way of competitive contracting, that Tisha Creative can provide the City with the most effective design and developer services; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Thirty Seven Thousand Five Hundred (\$37,500.00) Dollars; and,

WHEREAS, **Tisha Creative** 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 \$37,500.00 is available in the following appropriation 2-01-20-112-030 in the CY2012 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 CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Tisha Creative to represent the City as Tourism Website Designer and Developer be executed, for a term to commence December 5, 2012 and expire December 5, 2013, with a not to exceed amount of Thirty Seven Thousand Five Hundred (\$37,500.00) Dollars; and

BE IT FURTHER RESOLVED, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Tisha Creative; and

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

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

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

Meeting date: December 5, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

CITY OF HOBOKEN

Office of the Business Administrator

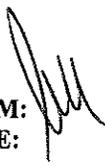
DAWN ZIMMER
Mayor



QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Assistant Business Administrator

MEMORANDUM

TO:  HON. DAWN ZIMMER, MAYOR
FROM: QUENTIN WIEST, BUSINESS ADMINISTRATOR
DATE: STEPHEN MARKS, ASSISTANT BUSINESS ADMINISTRATOR
RE: OCTOBER 18, 2012
 RFP FOR BRANDING AND TOURISM WEBSITE DESIGN

Please accept this memo regarding the Request for Proposal ("RFP") process and recommendation to hire a qualified firm to perform Branding and Tourism Website Design Services. On August 3, 2012 the City of Hoboken circulated and posted an RFP to find a qualified professional consultant to create a website to promote tourism opportunities exclusively for Hoboken. The website designer will work with municipal officials, community representatives and local businesses to create an interactive website, social media strategy and apps to promote local cafes, restaurants, artists, and events, as well as local historic and cultural resources which may be of interest to potential visitors outside of Hoboken.

On September 5, 2012 the city received seventeen (17) proposals, however, one was disqualified. The remaining sixteen (16) proposals were carefully evaluated by a committee which used criteria including technical ability, past experience, price and proposed schedule. Because the second ranked firm, BCF, submitted a cost proposal of \$146,500 it was eliminated from further consideration. The committee interviewed the remaining top three firms on October 9, 2012. All three firms were deemed highly qualified. The number one ranked firm, M Studio, submitted a price proposal of \$45,800. The second ranked firm, Tisha Creative, submitted a price proposal of \$37,500. Finally, the third ranked firm, Oxford Communications, submitted a cost proposal of \$57,975.

While all three firms were deemed highly qualified and capable of achieving the objectives of the RFP, the second ranked firm, Tisha Creative, submitted the lowest price proposal of the top three; it is a local Hoboken company, and expressed the greatest enthusiasm toward working on this project.

Thank you for your attention to this matter. If you need additional information or assistance, please let me know.

Firm	A	B	C	Total	Rank
M Studio of Asbury Park, NJ	86	91	78	255	1
BCF of Virginia Beach, Va.	90	82	82	254	2
Tisha Creative of Hoboken, NJ	83	92	78	253	3
Oxford Communications of Lambertville, NJ	83	94	71	248	4
Creative Marking Alliance ("CMA") of Princeton Junction, NJ	84	83	71	238	5
Inflexion Interactive of Hoboken, NJ	83	79	73	235	6
ryanjamesagency of Cream Ridge, NJ	73	69	73	215	7
MLCreative of Amherst, Mass.	76	67	65	208	8
Susan Newman Design, Inc.	72	54	71	197	9
MDM Worldwide Solutions, Inc. of N.Y., N.Y.	81	54	60	195	10
The Press Republic of Hoboken, NJ	68	60	60	188	11
Second Melody of Morristown, NJ	78	50	58	186	12
Ignatiuz Technologies, LLC of Exton, Pa.	75	40	57	172	13
Jean-Paul Picard of Hoboken, NJ	52	55	52	159	14
Ande + Partners of Hoboken, NJ	58	38	58	154	15
MGZ Entertainment of Jersey City, NJ	66	26	41	133	16

Sponsored: _____
Seconded: _____

Dedication by Rider

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

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION
BY RIDER FOR **Bequests, Gifts and Escheats for the Reconstruction/Rehabilitation of Public Property and Buildings Trust Fund**
REQUIRED BY **N.J.S.A. 40A:4-39**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and,

WHEREAS, **N.J.S.A. 40A:4-39** provides for receipt of **other deposits and expenditures** by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, **N.J.S.A. 40A:4-39** provides the dedicated revenues anticipated from the **Bequests, Gifts and Escheats for the Reconstruction/Rehabilitation of Public Property and Buildings Trust Fund** are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the **City of Hoboken**, County of **Hudson**, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the **Bequests, Gifts and Escheats for the Reconstruction/Rehabilitation of Public Property and Buildings Trust Fund**, pursuant to N.J.S.A. 40A:4-39, for the exclusive purpose of depositing and expending funds paid by individuals and/or sponsors for the reconstruction and/or rehabilitation of public buildings and properties.
2. The Governing Body requests the Division of Local Government Services provide their approval of said Trust Fund
3. The Clerk of the **City of Hoboken**, County of **Hudson** is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

Adopted this ____ day of _____, 20__
and certified as a true copy of an original.

James Farina, Registered Municipal Clerk

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO METRIC PARKING FOR 29 REPLACEMENT
PARKING METERS AND ASSOCIATED PARTS FOR THE
CITY IN THE WAKE OF HURRICANE SANDY IN AN
AMOUNT NOT TO EXCEED TWO HUNDRED NINE
THOUSAND FIVE HUNDRED FORTY ONE DOLLARS AND
EIGHTY FOUR CENTS (\$209,541.84) FOR GOODS TO BE
PROVIDED WITHIN NINETY DAYS**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with the single source vendor of parking meters for the City for necessary replacement parking meters throughout the City resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Metric Parking for said goods following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Metric Parking for a total contract amount of Two Hundred Nine Thousand Five Hundred Forty One Dollars and Eighty Four Cents (**\$209,541.84**), for goods to be provided within Ninety (90) days; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$209,541.84 is available in the following appropriation _____ in the CY2012 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 CY2012; 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 emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Nine Thousand Five Hundred Forty One Dollars and Eighty Four Cents (**\$209,541.84**) as follows:

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

- discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
 5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Metric Parking
 Metric Group
 c/o Paul Matelyan
 823 Eastgate Drive Unit 1A
 Mt. Laurel, New Jersey 08054

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: December 5, 2012

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



P A R K I N G

Date: 11/29/12
City of Hoboken
Hoboken, NJ 07030

Subject: Storm Damaged Parking Meter – Quote:

Dear Gary,

We appreciate you calling Metric Parking with your meter needs. Below is the quote is for the replacement of a complete the Aura Ph 2 parking meters and battery cables that suffered storm damage.

Shipping and Taxes are not included in the pricing below. All invoices are due and payable thirty (30) days from date of invoice. These costs are good for ninety (90) days.

Equipment#:	Part Number:	Description:	Qty:	Cost (each):	Total:
Aura Phase 2	Stk-Aura-Sol_K28	Parking meter	29	\$7,510.00	\$217,790.00
Battery cables	S400211		8	\$12.67	\$101.36
Battery Terminal (Fused link) cables	31198-002		8	\$14.81	\$118.48

Total Cost (not including taxes): **\$218,009.84 USD.**

Sincerely,

Paul

Paul Matelyan
Service Manager
Metric Group Inc.
Metric Parking Division
823 Eastgate Dr., Unit 1A
Mt. Laurel, NJ 08054

(877) 338-1255 Ext. 212 (Office)
(856) 235-4775 (Fax)

METRIC

P A R K I N G

Date: 11/29/12
City of Hoboken
Hoboken, NJ 07030

Subject: Storm Damaged Parking Meter – Quote:

Dear Gary,

We appreciate you calling Metric Parking with your meter needs. Below is the quote is for the replacement of 29 complete Aura Ph 2 parking meters without batteries and 8 battery cables that suffered storm damage.

Shipping and Taxes are not included in the pricing below. All invoices are due and payable thirty (30) days from date of invoice. These costs are good for ninety (90) days.

Equipment#:	Part Number:	Description:	Qty:	Cost (each):	Total:
Aura Phase 2	Stk-Aura-Sol_K28	Parking meter	29	\$7,218.00	\$209,322.00
Battery cables	S400211		8	\$12.67	\$101.36
Battery Terminal (Fused link) cables	31198-002		8	\$14.81	\$118.48

Total Cost (not including taxes):

\$209,541.84 USD.

Sincerely,

Paul

Paul Matelian
Service Manager
Metric Group Inc.
Metric Parking Division
823 Eastgate Dr., Unit 1A
Mt. Laurel, NJ 08054

(877) 338-1255 Ext. 212 (Office)
(856) 235-4775 (Fax)

Metric Parking, Metric Group Inc., 823 EastGate Drive, Unit 1A, Mt. Laurel, NJ 08054
Phone (609) 395-8570 Fax (856) 235- 4775
www.metricparking.com

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO RELIABLE TREE SERVICE FOR
PROFESSIONAL TREE REMOVAL SERVICES FOR THE
CITY IN THE WAKE OF HURRICANE SANDY IN AN
AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND
DOLLARS (\$25,000.00) FOR A SIX WEEK PERIOD TO
COMMENCE NOVEMBER 1, 2012**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with tree removal services in the area for clean-up of the dangerous tree conditions throughout the City resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Reliable Tree Service Inc. for services as an emergency tree removal service provider following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Reliable Tree Service Inc. for a total contract amount of Twenty Five Thousand Dollars (\$25,000.00), with a six (6) week term to commence on November 1, 2012; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,000.00 is available in the following appropriation _____ in the CY2012 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 CY2012; 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 emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) as follows:

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

documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

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

Reliable Tree Service Inc.
547 St. Paul Avenue
Cliffside Park, New Jersey 07010

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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

Total = \$25,000-

RELIABLE TREE SERVICE, INC.

STATEMENT

Pruning - Feeding - Cabling
 Removing & Land Cleaning
 547 St. Paul Avenue
 Cliffside Park, New Jersey 07010

DATE 11/20/12

Phone 201-943-4141
 201-869-0524
 Fax 201-945-0823

Invoice 665.

City of Hoboken / Dept of Environmental Services
094 - Washington St
Hoboken, N.J. 07030 - 4585
 att: David Calmeri

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE \$ _____
Hurricane Sandy Storm Damage

DATE	INVOICE NUMBER	DESCRIPTION	CHARGES	CREDIT	BALANCE
BALANCE FORWARD					
11/15/12		Remove downed or broken limbs, Repair trees Chip up tree debris - 1 Crew - 10 hrs. Labor + Equipment.	2500 -		
11/16/12		Remove downed or broken limbs, Repair trees Chip up tree debris - 1 Crew - 10 hrs. Labor + Equipment.	2500 -		
		Total Pago's =	5000 -		5000 -

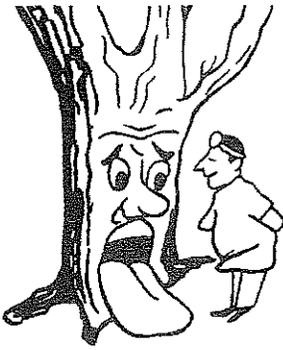
EDWARD HUFNAGEL

Thank You

PAY LAST AMOUNT
 IN THIS COLUMN

Phone: 201-869-0524
 Phone: 201-943-4141

License # 224
 Fax: 201-945-0823



11/15/12
 THUR.



N.J. LICENSED TREE EXPERT

Reliable Tree Services Inc. LEO#

COMPLETE TREE SERVICE

Pruning - Cabling - Removing - Spraying - Feeding

547 ST. PAUL AVE.

CLIFFSIDE PARK, N.J. 07010-1712

201 951 4583

DAVE CALAMONERJ #

201 420 2012

FAX# 201 420 2009

Harrison Sandy

Ed Hufnagel, President

11/15/12

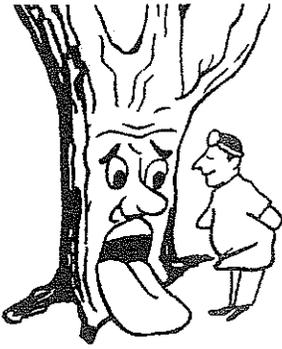
ADDRESS	TYPE	DBH	DESCRIPTION OF WORK	REC	NOTES EMERGENCY 11/15/12	HRS
36 BLOOMFIELD	CAL PEAR	24"	SDH	CR		
ELYSIAN PARK	SYCAMORE	28"	SDH			
	SYCAMORE	32"	SDH			
	CHESTNUT	16"	SDH			
	SYCAMORE	30"	SDH			
	APPLE	16"	SDH			
	LINDEN	16"	SDH			
	SYCAMORE	36"	SDH			
	SYCAMORE	12"	SDH			
	CATALPA	26"	SDH			
	SYCAMORE	26"	SDH			
STEVENS PARK	SYCAMORE	28"	SDH			
	CHERRY BLOSSOM	14"	SDH			
	CHERRY BLOSSOM	14"	SDH			
	RED MAPLE	16"	SDH			
	CHERRY BLOSSOM	14"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
PIER A	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			

DW TM
 PIER A
 PARK

Phone: 201-869-0524
Phone: 201-943-4141

11/16/12
FAL.

License # 224
Fax: 201-945-0823



N.J. LICENSED TREE EXPERT

Reliable Tree Services Inc.

LEO# 2019514583

COMPLETE TREE SERVICE

Pruning - Cabling - Removing - Spraying - Feeding

DAVE CALAMONER
2014202012

547 ST. PAUL AVE.

FAX# 2014202009

CLIFFSIDE PARK, N.J. 07010-1712

Harrison Landy

Ed Hufnagel, President

HOBOKEN TOWN

STORM DAMAGE

11/16/12

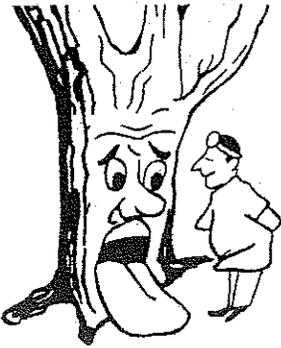
ADDRESS	TYPE	DBH	DESCRIPTION OF WORK	REC	NOTES	HRS
HERA	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
	SYCAMORE	12"	SDH			
CHURCH SQUARE PARK	Scholar	8"	SDH			
	SYCAMORE	40"	SDH			
	Scholar	6"	SDH			
	SYCAMORE	40"	SDH			
	CHERRY Blossom	12"	SDH			
	SYCAMORE	40"	SDH			
	CAL PEAR	28"	SDH			
	SYCAMORE	36"	SDH			
1039 CLINTON	CAL PEAR	12"	SD		CR	

Phone: 201-869-0524
 Phone: 201-943-4141

LEO# 201 951 4583

THUR 11/11/12 Page 6 of 6

Liscence # 224
 Fax: 201-945-0823



N.J. LISCENSED TREE EXPERT
Reliable Tree Services Inc.

COMPLETE TREE SERVICE

Pruning - Cabling - Removing - Spraying - Feeding

547 ST. PAUL AVE.

CLIFFSIDE PARK, N.J. 07010-1712

Invoice # 661

SANDY

Ed Hufnagel, President

HOBOKEN TOWN

STORM DAMAGE

11/11/12

ADDRESS	TYPE	DBH	DESCRIPTION OF WORK	NOTE.	HR.
10 1 ST ST	CAL. PEAR	20"	TD	WIRES/POLE	
85 ADAMS	CAL. PEAR	30"	TD	WIRES/ON HOUSE	
PIER A	ZELCOVA	14"	TD	ON FLOOR	
	APPLE	12"	TD	ON FLOOR	
	SYCAMORE	12"	TM	N/A	
	ZELCOVA	12"	TD	ON FLOOR	
	BRUSH PILES			A LOT OF PILES	

THUR. 11/11/12

full day

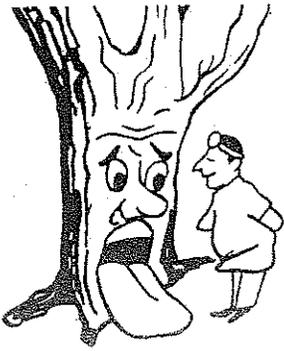
Remove downed trees + clean up broken limbs.

1 Crew 12 hr Labor + Machinery

\$ 3500.-

Phone: 201-869-0524
 Phone: 201-943-4141

Page 5 of 6
 License # 224
 Fax: 201-945-0823



Sandy
 11/4/12

N.J. LICENSED TREE EXPERT
Reliable Tree Services Inc.
 COMPLETE TREE SERVICE

Sandy
 11/4/12

Pruning - Cabling - Removing - Spraying - Feeding

547 ST. PAUL AVE.

CLIFFSIDE PARK, N.J. 07010-1712

CONTACT

LEO # 201 9514583

SANDY

Ed Hufnagel, President

11/4/12

NOTES
Invoice # 661.

ADDRESS	TYPE	DBH	DESCRIPTION & WORK	REC.	NOTES	HRS.
260 1ST ST.	CAL PEAR	28"	SD	CR		
ELYSIAN PARK	CATALPA	30"	SDH	N/A		
	NORWAY MAPLE	14"	TD	N/A		
	NORWAY MAPLE	16"	TD	N/A		
	LINDEN	36"	SDH	TM		
	SYCAMORE	32"	SDH	N/A		
	LINDEN	28"	SDH	N/A		
	ELM	36"	SDH	TM		
STEVENS PARK	SYCAMORE	30"	SDH	N/A		
	NORWAY MAPLE	28"	SD	TM		
	NORWAY MAPLE	14"	SDH	N/A		
	LARGE BRUSH PILE					
107 MORRIS	NO TREE ON STREET WILLOW IN REAR		LARGE BRUSH PILE			

Sandy 11/4/12

Remove downed trees + clean up broken limbs.
 1 Crew 8 hrs. Labor + Machinery.

\$ 3500.-

Full day

Phone: 201-869-0524
Phone: 201-943-4141

Page 4 of 6

License # 224
Fax: 201-945-0823



Mandy
11/5/12



N.J. LICENSED TREE EXPERT
Reliable Tree Services Inc.

Inmate #
661.

COMPLETE TREE SERVICE

Pruning - Cabling - Removing - Spraying - Feeding

SANDY

547 ST. PAUL AVE.

LEO# 201 951
4583

CLIFFSIDE PARK, N.J. 07010-1712

Ed Hufnagel, President

11/5/12

ADDRESS	TYPE	TOWN	DBH	STORM DAMAGE DESCRIPTION OF WORK	NOTES	REC.	HRS.
314 ADAMS	CAL. PEAR	HOBOKEN	14"	SD		CR	
331 ADAMS	N/A	TOWNSHIP	N/A	BRUSH PILE		N/A	
00 CLINTON	CAL. PEAR	TOWNSHIP	18"	SD		CR	
68 JEFFERSON	N/A	TOWNSHIP	N/A	BRUSH PILE		N/A	
78 JEFFERSON	RED PLUM	TOWNSHIP	12"	SDH		N/A	
100 JEFFERSON	RED PLUM	TOWNSHIP	12"	SDH		N/A	
27 MADISON	CAL PEAR	TOWNSHIP	24"	BRUSH PILE		N/A	
217 MADISON	CAL PEAR	TOWNSHIP	18"	TD		N/A	
201 BLOOMFIELD	CAL. PEAR	TOWNSHIP	14"	SD		CR	
4th ST. PARK	SYCAMORE	TOWNSHIP	36"	SDH		N/A	
	SYCAMORE	TOWNSHIP	36"	SDH		N/A	
	CAL. PEAR	TOWNSHIP	20"	SDH		N/A	
	RED PLUM	TOWNSHIP	10"	SDH		N/A	
	SYCAMORE	TOWNSHIP	26"	SDH		N/A	
	A LOT OF PILES	TOWNSHIP	N/A	N/A		N/A	

Monday 11/5/12
Remove downed trees & clean up broken limbs
1 Crew 12 hrs. Labor + Machinery
\$ 3500.-

SD = STORM DAMAGE
SDH = STORM DAMAGED HANGER
TD = REMOVAL (TAKE DOWN)
CR = CROWN REDUCTION

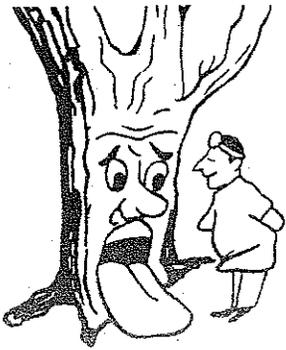
Full day

Phone: 201-869-0524
 Phone: 201-943-4141

THUR 11/8/12 Page 3 of 6

License # 224
 Fax: 201-945-0823

DAVE CALAMONER
 201 420 2012
 FAX# 201
 420 2009
 LEO#
 201-951
 4583



Reliable Tree Services Inc.

N.J. LICENSED TREE EXPERT

COMPLETE TREE SERVICE

Pruning - Cabling - Removing - Spraying - Feeding

547 ST. PAUL AVE.

CLIFFSIDE PARK, N.J. 07010-1712

Moreaster

Ed Hufnagel, President

ADDRESS	TYPE	HOBOKEN TOWN DBH	SWED STORM DAMAGE DESCRIPTION & WORK	REC	11/8/12 Notes	HR.
625 WASHINGTON	CAL. PEAR	14"	SD	CR		
131 EFFERSON	SYCAMORE	24"	SD			
5 EFFERSON	CAL. PEAR	18"	SD	CR		
6 ADAM	CAL. PEAR	26"	SD			
2 ADAM	CAL. PEAR	14"	SD	CR		
31 MONROE	CAL. PEAR	16"	TD			
	CAL. PEAR	22"	SD			
3 GRAND HIGH SCHOOL	SYCAMORE	14"	TD			LEANING HARD
	SYCAMORE	8"	SDH			
	SYCAMORE	8"	SDH			
1228 GARDEN	CAL. PEAR	8"	SD	CR		
020 GARDEN	CAL. PEAR	26"	SDH	CR		
016 GARDEN	CAL. PEAR	24"	SD			
010 GARDEN	CAL. PEAR	26"	SDH	CR		
347 GARDEN	CAL. PEAR	26"	SD	CR		
502 GARDEN	SYCAMORE	16"	SD			
201 GARDEN	SWEET GUM	18"	SD			
301 BLOOMFIELD	SCHOLAR	16"	SD			
311 BLOOMFIELD	SCHOLAR	16"	SD			
316 BLOOMFIELD	CAL. PEAR	10"	SD			
11th ST ISLAND	CAL. PEAR	24"	SD			
	CAL. PEAR	16"	SD			
	CAL. PEAR	18"	SDH			
CORNER	CAL. PEAR	20"	SDH			
1300 BLOOMFIELD	PIN OAK	18"	SD			
1309 BLOOMFIELD	PIN OAK	16"	SDH			

Inmitt 661.

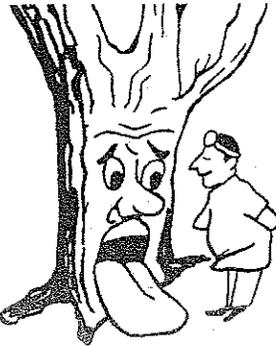
THUR 11/8/12
 Remove downed trees + clean up.
 Broken limbs + chip up brush piles.
 * 3500.

fall day

Phone: 201-869-0524
 Phone: 201-943-4141

FRIDAY 11/9/12 Page 2 of 6

License # 224
 Fax: 201-945-0823



N.J. LICENSED TREE EXPERT
Reliable Tree Services Inc.
 COMPLETE TREE SERVICE

LED#
 201 951
 4583

Pruning - Cabling - Removing - Spraying - Feeding
 547 ST. PAUL AVE. DAVE CALAMONERY
 201 420 2012

CLIFFSIDE PARK, N.J. 07010-1712 FAX# 201 420 2009

Ed Hufnagel, President

ADDRESS	TYPE	DBH	DESCRIPTION OF WORK	REC	NOTES	HRS.
016 WILLOW	CAL. PEAR	12"	SDH	CR		
308 8th	CAL. PEAR	18"	SD	CR	OLD CAR.	
113 WILLOW	CAL. PEAR	18"	SDH	CR		
1ST & WILLOW	CAL. PEAR	18"	SD	CR		
5th & JACKSON	CAL. PEAR	28"	SD	CR		
	CAL. PEAR	30"	SD	CR		
501 1ST	CAL. PEAR	12"	SD	CR		
369 1ST	CAL. PEAR	24"	SDH	CR		
1ST & CLINTON	CAL. PEAR	24"	SDH	CR		
100 CLINTON	CAL. PEAR	22"	SD	CR		
74 CLINTON	CAL. PEAR	18"	SD	CR		
	CAL. PEAR	18"	SD	CR		
233 CLINTON	CAL. PEAR	28"	SD	CR		
127 MADISON	CAL. PEAR	24"	SDH	CR		
	BRUSH PILE	—	—	NO TREE		
515 4th	CAL. PEAR	12"	SD	CR		
71 PARK	CAL. PEAR	12"	SD	CR		
1ST & PARK	CAL. PEAR					
4th & JACKSON	CAL. PEAR	16"	TD	—	LEADING OLD BUILDING	
FIELD				CR		
711 WASHINGTON	CAL. PEAR	10"	SD	—		
112 HUDSON	CAL. PEAR	10"	SDH	—		
205 HUDSON	CAL. PEAR	10"	SDH	CR		
209 PARK	CAL. PEAR	26"	SD	CR		
234 PARK	CAL. PEAR	26"	SD	—		
155 9th	CAL. PEAR	18"	SD	—		
133 GRAND	CYPRESS	14"	SDH	—		
161 11th	CAL. PEAR	14"	SD	—		

*Remove downed trees + clean up broken
 limbs + chip up brush piles.
 1 Crew 12 hrs Labor + Machinery*

*3500.00 - full day
 of cleanup*

RELIABLE TREE SERVICE, INC.

Pruning - Feeding - Cabling
 Removing & Land Cleaning
 547 St. Paul Avenue
 Cliffside Park, New Jersey 07010

STATEMENT

Page 1 of 3

DATE 11/15/12

Phone 201-943-4141
 201-869-0524
 Fax 201-945-0823

Invoice #
661

City of Hoboken / Dept of Environmental Services
 94 Washington St.
 Hoboken, N.J. 07030-4585

att: David Calamere

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

Hurricane Sandy Storm Damage

DATE	INVOICE NUMBER	DESCRIPTION	CHARGES	CREDIT	BALANCE
------	----------------	-------------	---------	--------	---------

BALANCE FORWARD

11/1/12		Remove down trees + Clean up broken limbs 1 Crew 12 hr. day. Labor + Machinery	3500	-	
11/4/12		Chip up brush pile Sunday Remove down trees + Clean up broken limbs Chip large brush pile. 1 Crew Labor 8 hrs Labor + Machinery	3500	-	

EDWARD HUFNAGEL

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

RELIABLE TREE SERVICE, INC.

Pruning - Feeding - Cabling
 Removing & Land Cleaning
 547 St. Paul Avenue
 Cliffside Park, New Jersey 07010

Phone 201-943-4141
 201-869-0524
 Fax 201-945-0823

STATEMENT

Page 2 of 3

DATE 11/15/12

Invoice
 661

City of Hoboken / Dept of Environmental Services
 94 Washington St.
 Hoboken, N.J. 07030-4585.

att: David Calameri.

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

Hurricane Sandy Storm Damage

DATE	INVOICE NUMBER / DESCRIPTION	CHARGES	CREDIT	BALANCE
BALANCE FORWARD				
11/5/12	Remove downed trees + Clean up broken limb Chip up brush piles 1 Crew 12 hr. day Labor + Machinery	3500	-	
11/8/12	Remove downed tree + Clean up broken limb Chip up brush piles 1 Crew 12 hr. day Labor + Machinery	3500	-	

RELIABLE TREE SERVICE, INC.

Pruning - Feeding - Cabling
 Removing & Land Cleaning

547 St. Paul Avenue
 Cliffside Park, New Jersey 07010

Phone 201-943-4141
 201-869-0524
 Fax 201-945-0823

STATEMENT

Page 3 of 3

DATE 11/15/12
 Amount 661.

City of Hoboken / Dept of Environmental Services
 194 Washington St
 Hoboken, N.J. 07030 - 4585

att: David Calamari

TERMS: PLEASE DETACH AND RETURN WITH YOUR REMITTANCE \$ _____

Storm damage Norwester

DATE	INVOICE NUMBER / DESCRIPTION	CHARGES	CREDIT	BALANCE
BALANCE FORWARD				
11/9/12	Remove downed trees + Clean up broken limbs Chop up brush piles 1 Crew 12 hrs day Labor + Machinery	3500 -		
11/11/12	Sunday Veterans day Emergency tree removal tree split Labor + Machinery	2500 -		
	Total Page 1-2-3 =	20,000 -		20,000 -

EDWARD HUFNAGEL

Thank You

PAY LAST AMOUNT
 IN THIS COLUMN

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO AMANO MCGANN, INC. FOR
REPLACEMENT OF REVENUE CONTROL EQUIPMENT DUE
TO WATER DAMAGE FOR THE CITY IN THE WAKE OF
HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED
TWO HUNDRED THIRTY THREE THOUSAND DOLLARS
(\$233,000.00) FOR GOODS TO BE PROVIDED WITHIN
NINETY DAYS**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with the single source vendor of parking garage revenue control equipment for the City for necessary replacement revenue control equipment resulting from the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Amano McGann, Inc. for said goods following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Amano McGann Inc. for a total contract amount of Two Hundred Thirty Three Thousand Dollars (**\$233,000.00**), for goods to be provided within ninety (90) days; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$233,00.00 is available in the following appropriation 2-01-46-870-015 in the CY2012 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 CY2012; 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 emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Thirty Three Thousand Dollars (**\$233,000.00**) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal (not including the vendor's form contract, which is REJECTED) 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:

Amano McGann Inc.
 140 Harrison Avenue
 Roseland, New Jersey 07068

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: December 5, 2012

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED BEYER FORD FOR REPLACEMENT OF
VEHICLES AND VEHICULAR EQUIPMENT DUE TO
DAMAGE AND DESTRUCTION OF ORIGINAL VEHICLES
AND EQUIPMENT OF THE CITY IN THE WAKE OF
HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED ONE
HUNDRED TWENTY NINE THOUSAND THREE HUNDRED
FOUR DOLLARS (\$129,304.00) FOR GOODS TO BE
PROVIDED WITHIN SIXTY DAYS (60) OF TRANSMISSION
OF THIS ACCEPTANCE OF THEIR OFFER**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a Middlesex County Cooperative Process approved vendor (#15-C / Item 8) of commercial vehicles and accessory equipment for the City for necessary replacement commercial (municipal) vehicles and accessories resulting from the damage and destruction of many municipal vehicles during the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Beyer Ford for the PURCHASE of four (4) 2013 Ford F-350 4WD Reg Cab SRW 137" XL's following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Beyer Ford for a total contract amount of One Hundred Twenty Nine Thousand Three Hundred Four Dollars (\$**129,304.00**), for goods to be provided within sixty (60) days of transmission of this acceptance of their offer; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$129,304.00 is available in the following appropriation 2-01-46-870-015 in the CY2012 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 CY2012; 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 emergency PURCHASE contract with the below listed vendor is authorized and ratified for an amount not to exceed One Hundred Twenty Nine Thousand Three Hundred Four Dollars (\$**129,304.00**) as follows:

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

2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties, except that the Administration is authorized to PURCHASE an extended warranty on each vehicle purchased under this agreement, subject to certification of funds.
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:

Beyer Ford
d/b/a Beyer Fleet
170 Ridgedale Avenue
Morristown, New Jersey 07962

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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



Amano McGann, Inc.
 140 Harrison Avenue
 Roseland, NJ 07068
 Tel: 973-618-4050
 Fax: 973-618-4051
 www.amanomcgann.com

QUOTATION

11/14/2012

Company: **Hoboken Parking Utility**
 Location: Midtown Garage
 Address: 330 Clinton Street,
 Address: Hoboken, NJ 07030
 Tel: 201-653-1919
 Email/Fax: jscardino@hobokennj.org
 Attn: Mr. Joe Scardino

*Questions?? Call Anthony Thimba: (973) 725-3636
 or email anthony.thimba@amanomcgann.com*

Amano McGann is pleased to submit the following proposal:

Replacement Revenue Control Equipment due to Water Damage

Model	Qty	Description
Front End System		
PCSRVCC	1	AMI Application Server (Credit Card & Communication) Amano McGann Application & Credit Card Workstation Computer with Pentium or Xeon dual core processor, 4-GB RAM, (2) 320GB Hard drives in RAID-1 configuration with hardware controller. Windows 7, 64Bit. Includes KVM for Monitor, Keyboard, Mouse switching with PR1000LCDRTXL2U UPS
AGP-0509	9	AMI RS232/RS483 Data Converter
LEF-10	1	10-Call Surface Mount Master W/ Sel Door Rel
PS-1225UL	1	12V Dc Power Supply, 2.5A, UI
Entrance Lane # 1		
AMG-2070/A925	1	Entry Station, magnetic stripe ticket, FlexScan ready, two- tone, silver/grey
AMT-070	1	Proximity Reader Kit for the AMG-2070 or AMG-4070 Please specify the required proximity format.
AGP-0502/A527	1	Additional 110 Module for AGP-2000/4000/6000 (Required for certain configurations)
AMG-1850/A907	1	AMI Direct Drive Barrier Gate with Micro-Processor Controller and dual loop detector, two-tone silver/grey
AL30	1	11' Folding Gate Arm, aluminum (AMG-1850 series only)
I/O7000	1	AMI Intelligent Lane Controllers
Exit Lane		
AMG-4570/A922	1	Exit Station, magnetic stripe ticket, credit card, magnetic access card configuration, FlexScan ready, two-tone silver/grey

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AMG-1850/A907	1	AMI Direct Drive Barrier Gate with Micro-Processor Controller and dual loop detector, two-tone silver/grey
AL30	1	11' Folding Gate Arm, aluminum (AMG-1850 series only)
AGP-0502/A527	1	Additional 110 Module for AGP-2000/4000/6000 (Required for certain configurations)
AGP-5210/A932	1	Fee Computer w/ On-Line Credit Card *PCI PA-DSS Compliant*
AGP-5610/A709	1	Mag Stripe Validator
AGP-5910/A707	1	Fee Indicator - wall/pedestal mount
AMT-570	1	Proximity Reader Kit for the AMG-2570 or AMG-4570 Please specify the required proximity format.
I/O7000	1	AMI Intelligent Lane Controllers

Exit Lane #2

AMG-4570/A922	1	Exit Station, magnetic stripe ticket, credit card, magnetic access card configuration, FlexScan ready, two-tone silver/grey
AMG-1850/A907	1	AMI Direct Drive Barrier Gate with Micro-Processor Controller and dual loop detector, two-tone silver/grey
AL30	1	11' Folding Gate Arm, aluminum (AMG-1850 series only)
AGP-0502/A527	1	Additional 110 Module for AGP-2000/4000/6000 (Required for certain configurations)
AMT-570	1	Proximity Reader Kit for the AMG-2570 or AMG-4570 Please specify the required proximity format.
I/O7000	1	AMI Intelligent Lane Controllers

Reserved Entry

AMG-1850/A907	1	AMI Direct Drive Barrier Gate with Micro-Processor Controller and dual loop detector, two-tone silver/grey
AL30	1	11' Folding Gate Arm, aluminum (AMG-1850 series only)
AGP-0502/A527	1	Additional 110 Module for AGP-2000/4000/6000 (Required for certain configurations)
DCB280	1	Data Converter Board
I/O7000	1	AMI Intelligent Lane Controllers

Reserved Exit

AMG-1850/A907	1	AMI Direct Drive Barrier Gate with Micro-Processor Controller and dual loop detector, two-tone silver/grey
AL30	1	11' Folding Gate Arm, aluminum (AMG-1850 series only)
AGP-0502/A527	1	Additional 110 Module for AGP-2000/4000/6000 (Required for certain configurations)
DCB280	1	Data Converter Board
I/O7000	1	AMI Intelligent Lane Controllers

Central Pay Lobby

Pay station has the capacity for none, or up to three note dispensers. Each note dispenser is configured from the factory for the denomination it will dispense, (i.e.) \$5's. Each note cassette is a lockable, removable cassette from the pay station for reloading. Additional spare cassettes must be ordered separately.

AMG-7850/A935	1	Base Pay Station w/ Modular Credit Card, Coin and Note Processing Options (U.S. Notes) *PCI PA-DSS*
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Base model includes note, coin and credit card acceptance. One note vault and one coin vault included. Additional spare note vault and coin vault must be ordered separately. Coin dispensing base module, coin hopper options and note dispensing options must be selected from the options below and ordered under separate part numbers on the same purchase order as the pay station.

AGP-0521/A650	1	Dual (2) Note Dispenser (Includes Dispenser & Two Cassettes)
AGP 0524/A659	1	Pay Station Debit Recharge Option, includes reader * This option requires AMI Parking Management Software AMS9030IP and AMS4255DIP.
AMS9030IP	1	Debit Recharge Software Module for AGP7800 Pay Station *Requires AMS4255DIP.

System Investment Summary

Equipment and Software Subtotal	\$196,534
Freight	\$2,900
Electrical Work (Provided by Client)/(Budget)	\$0
Concrete (Provided by Client)/(Budget)	\$0
Misc. Wire & Materials	\$1,966
Installation & Technical Services	<u>\$31,600</u>
Total Project Cost	<u>\$233,000</u>

Lease Amount: \$233,000

\$1.00 Purchase Option

12 Month	\$20,647.39
24 Month	\$10,913.79
36 Month	\$7,683.41
48 Month	\$6,022.00
60 Month	\$5,065.98

Please note: These rates are for quotation purposes. The proposal is good for 60 days from today. The actual lock-in rate may vary slightly according to credit strength. Please note that leasing is through a third party company with no relation to Amano McGann Inc. and leases are subject to credit approval. The above pricing is subject to change based on credit underwriting and closing date. Two advance payments are required prior to lease commencement.

SYSTEM INVESTMENT SUMMARY SELECTION PAGE

Initial Next to option taken

Base System *Replacement Revenue Control Equipment due to Water* **\$233,000**

Total Project Investment

--

Billing Information

Name _____

Attention _____

Address _____

Address _____

City, State, Zip _____

Email _____

Telephone _____

Fax _____

TERMS AND CONDITIONS

Notes

Pricing listed is valid for 90 days
Delivery is typically 12 to 16 weeks after order, F.O.B. Jobsite
This proposal does not include sales tax, please provide Tax Exempt Certificate
Proposal based on Non-Prevailing wage, Non-union labor

Valid Until 2/12/2013

Payment Terms

50% deposit with order, 35% Upon Delivery, 15% upon substantial completion, payments due upon receipt of invoice (Net 10 Days)
All Terms and Conditions are agreed to with signature below

By accepting this proposal and quotation, the customer accepts reasonable responsibility for its part in the installation process, including (but not limited to) all necessary contraction work, concrete installation, internet or network connections, data circuits, and other construction and non-construction requirements for the project. Delays in these areas will not affect payment to AMI

Scope of Work

AMANO McGANN, Inc.

Furnish, install and make low voltage connections to equipment listed above
Make final terminations at all system components
Program, Configure and Test Equipment & Software
Provide training on operation/maintenance of system as specified by Manufacturer
One year on-site parts and labor warranty during normal business hours

To Be Provided By Owner

Supply and install low voltage communication cable for listed equipment
All Concrete, Site and Work Protection Posts per layout diagrams
Digital Data Connection for Clearinghouse (Satellite, Frame Relay or High Speed Secured IP)
Analog Phone Lines (Remote Support and Intercoms)
Communication Link and Modems for remote hosting
Reliable network connection between parking office and remote locations
Power circuits with connections to lane equipment as required
Empty control wire conduit system (with pull string) per our shop drawings
Provide canopy for pay-in-lane pay station
Provide construction build-out for pay station lobby

Exclusions

Integrity of existing conduits, power wiring, and low voltage cable
Integrity of existing equipment and vehicle detector loops
Re-bar and post tension cable locating is the responsibility of Owner
Preformed PVC Loops to be installed by others
Fiber Optic Communication Cable and Converters
Overhead door interface, including safety equipment and close timers
No Provisions for Bonding & Liquidated Damages

Proposal Amount

\$233,000.00

Please sign below and fax to 973-618-4051, or email to anthony.thimba@amanomcgann.com to initiate an order.

** Total Proposal Amount does not Include Proposed Options or Extended Warranty/Service Agreement. To Accept Options or Extended Warranty Please initial next to total optional investment

Proposed By:

Amano McGann, Inc.



**Anthony Thimba
Senior Sales Executive**

Accepted By: _____

Name: _____

Title: _____

Date: _____

P.O.#: _____

** Thank you for the opportunity to work with you on this project **

PURCHASE AGREEMENT - TERMS AND CONDITIONS

These terms and conditions govern the Agreement between Amano McGann, Inc. ("Amano McGann"), and the customer ("Customer") identified on the Proposal documents to which these terms and conditions are attached (collectively the "Purchase Agreement"). All references to the "Proposal" shall include these terms and conditions. The Proposal documents, including without limitation, the pricing of products described therein, constitute confidential and proprietary information of Amano McGann, and shall not be disclosed by Customer to any third party without Amano McGann's express written permission.

All sales by Amano McGann are subject to the terms of this Purchase Agreement, which terms supersede any different or inconsistent terms or conditions submitted by Customer, and also supersedes all understandings, whether written or oral, and other communications between the parties relating to the subject matter of this Agreement. Amano McGann's acceptance of the Customer's order is expressly conditioned upon Customer's acceptance of the terms contained in this Purchase Agreement to the exclusion of all other terms. In the event of a conflict between the terms of this Purchase Agreement and the terms of any other document, the terms of this Purchase Agreement shall control. Customer's retention of any equipment or software delivered by Amano McGann hereunder will be conclusively deemed acceptance of the terms and conditions of this Purchase Agreement.

Order Acceptance: All orders must be submitted in writing and are effective only upon acceptance Amano McGann. Amano McGann may reject any proposed Purchase Order or Contract prior to its acceptance by an authorized Officer for any reason. Clerical errors contained in this Purchase Agreement are subject to correction by Amano McGann. Amano McGann reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product. Job-site services such as installation, wiring, system commissioning, startup and training are not included unless otherwise specifically stated in the Proposal. All on-site work by Amano McGann (work listed under our Scope of Work only) assumes the use of non-union personnel unless otherwise stated. No AA/EEO/Union or certified payroll documentation is included unless specifically noted. Additional labor requirements may incur additional cost.

Delivery; Freight Costs; Partial Shipments: Quoted delivery dates are approximate, and represent Amano McGann's best estimate based upon current lead times and workload and are not guaranteed. Pricing includes freight to jobsite unless otherwise stated. Amano McGann reserves the right to store or deliver materials in partial shipments. Partial shipments and/or stored materials shall be invoiced separately and paid for when due per invoice.

Changes: Prices are subject to adjustment if Customer requests a change in product specifications, quantities or delivery requirements. Any changes are subject to the approval of Amano McGann, and Customer agrees to pay any restocking or reengineering charges resulting from such changes. Any additional or undisclosed customer requirements, policies, forms or procedures not specifically referenced in our proposal are not included in this Purchase Agreement.

Payment Terms: Unless otherwise specified on our proposal - standard payment terms are 50% of total project down with order, project payments due upon receipt of invoice, net 10 days. No retainage of any monies due to Amano McGann is authorized unless expressly agreed to in writing in the Proposal. Customer agrees that its obligation to pay Amano McGann for products purchased pursuant to this Purchase Agreement is not contingent upon Customer's receipt of payment from any third party, and that Customer alone is responsible for timely payment of all amounts due Amano McGann. A service charge at the lesser of the rate permitted by law, or 1-1/2% per month will be added to invoices not paid within 30 days. If a shipment is delayed by Customer, payment shall become due 10 days from date Amano McGann is prepared to ship.

Bonds; Liquidated Damages: No bonds are included or liquidated damages accepted unless otherwise indicated in the Proposal.

Security Interest: Customer hereby grants to Amano McGann a security interest in all equipment and other items described in the Purchase Order to secure payment of all obligations owed by Customer to Amano McGann. Such security interest shall continue until Customer fully performs all its obligations under the Purchase Order, including but not limited to full payment of the purchase price. Customer agrees to execute and deliver to Amano McGann such financing statements and other documentation as may be necessary, desirable, or appropriate to evidence, perfect, and/or maintain the security interest granted hereby by Customer.

Cancellations And Returns: Customer may not cancel orders or return goods without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Customer agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Software License: Amano McGann grants Customer a limited, non-exclusive and non-transferable license to the Amano McGann computer software programs in object code form listed in the Proposal (collectively, "the Software"). Customer may sublicense software to an End User (Software Licensee) pursuant to the terms of Amano McGann's software license agreement as included with the Software and provided to Customer by Amano McGann. Customer shall distribute the Software to End User with all warranties disclaimers, license agreements and notices of proprietary rights intact as supplied from Amano McGann.

*Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com*

AMANO McGANN. PARKING SOLUTIONS

Amano McGann Technical Support Services: Subject to Customer's compliance with the terms of this Purchase Order and payment of the applicable fees, Amano McGann will provide technical support services to Customer in accordance with the terms of the Limited Warranty.

Proprietary Rights; Reverse Engineering: All copies of the Software in any form are and shall remain the exclusive property of Amano McGann and shall be treated as Confidential Information by Customer. Customer acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer, or otherwise copy or distribute the Software except as expressly authorized by Amano McGann; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to Amano McGann (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Customer acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, decompilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm Amano McGann; and (iii) in addition to any other right or remedy available at law or in equity, Amano McGann shall be entitled to obtain injunctive relief to prevent Customer from continuing any violation of this provision.

Limited Warranty: Amano McGann warrants that new equipment listed in the Proposal will be free from defects in material and workmanship for a period of one year from the date of shipment. Amano McGann does not warrant: (i) any software products not manufactured by Amano McGann (which shall carry only the warranty, if any, of the manufacturer); (ii) the Software or documentation provided with the software, except as expressly provided in Amano McGann's Software License Agreement provided with the Software. EXCEPT AS SET FORTH IN THIS PARAGRAPH, AMANO McGANN MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE EQUIPMENT, SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AMANO McGANN SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER OR ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AMANO McGANN BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS OR DATABASE LOSS, EVEN IF AMANO McGANN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeure: Amano McGann shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings, or causes beyond the control of Amano McGann, including but not limited to fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures, or Acts of God. In the event of the occurrence of any such contingency, Amano McGann may suspend or terminate its performance hereunder without responsibility to Customer for any damages resulting from such suspension or termination.

Relationship; Non-Solicitation: Amano McGann and Customer understand and agree that each is an independent company. Customer is not a franchisee, partner, broker, employee, servant, or agent of Amano McGann, and neither has nor will represent that it has any power, right, or authority to bind Amano McGann or to assume or create any obligations or responsibilities, express or implied, on behalf of Amano McGann or in Amano McGann's name. Customer also agrees not to solicit, contract with, hire or otherwise engage the services of any Amano McGann employee rendering services to Customer for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Governing Law; Attorneys' Fees: The laws of the State of Minnesota shall govern the validity, interpretation and construction of this Agreement and all rights and obligations of Amano McGann and Customer, respectively, notwithstanding any choice-of-law rules that would otherwise dictate application of the laws of any other jurisdiction. Should any action be instituted to enforce any of the terms, provisions, or conditions of this agreement the prevailing party in such action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action or actions, in addition to any other award made by the court.

Entire Agreement: The Purchase Agreement, including these terms and conditions, constitutes the entire agreement between Amano McGann and Customer with respect to the equipment, Software and services described herein and supersedes any and all prior or contemporaneous agreements or contracts, whether written or oral. All negotiations, representations, understandings and correspondence, which have passed between Amano McGann and Customer with reference to the matters covered hereby are merged herein and extinguished and this constitutes the entire agreement between Amano McGann and Customer. This agreement may not be altered, modified, amended or changed, in whole or in part, except in a writing signed by Amano McGann and Customer. If any provision of this Purchase Agreement is found invalid, both parties will endeavor, to the extent possible, to amend this Purchase Agreement in such a manner that the intent of this Purchase Agreement as written is carried out. If both parties cannot agree to amend this Purchase Agreement in such fashion, the invalid provision will be ineffective to the minimum extent necessary to make it valid under applicable law without invalidating the remainder of that provision or any other provisions of this Purchase Agreement.

Chicago General Contractor's License – Amano McGann, Inc. is certified by the City of Chicago Department of Buildings as a General Contractor 's License #TGC013400.

General Contractor "Subcontract Agreements" – Due to the disproportionate risk and liability associated with a low value subcontract agreements, we will only accept our standard Purchase Agreement terms & conditions for projects under \$30,000.00. If a Subcontract Agreement is required we recommend that an electrical contractor incorporate our work under their Subcontract Agreement.

Ver.013009

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com

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Page 7 of 7

AMG-7800

Series



**Pay-On-Foot
Central Pay Station
with optional Barcode
Matrix Scanner**

FlexScan™ QR400



Amano McGann AMG-7800 automatic Central Pay Station is designed as a fast pay-processing unit and is perfect for large-scale 24-hour operations. A large easy-to-read 15-inch flat panel color display and lighted guidance system leads users through easy-to-follow transactions enhanced with screen prompts and voice announcements. Transactions are faster and easier for the user – virtually eliminating long lines and delays.

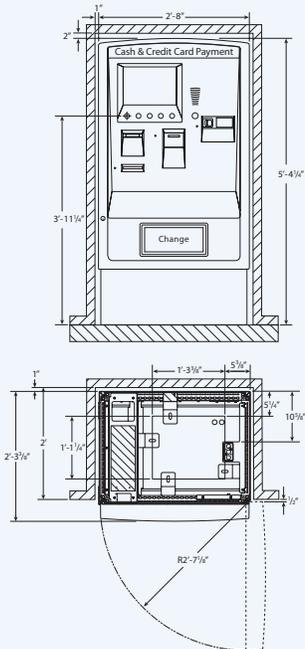
The integrated FlexScan™ QR400 extends the functionality of the central pay station adding the capability to scan linear and QR barcodes. Credentials can be scanned from various printed and electronic media formats including paper, event tickets, ID badges and smartphones.

Utilize the iConnect® Interface tool for custom integration with your IT operation. Control the process all the way to the lane.



Central Pay Station

AMG-7800



FEATURES

- Ergonomic, customer-friendly, compact modular design* ◀
- Large, easy-to-read 15-in. flat panel display* ◀
- Intuitive, easy-to-use lighted guidance system helps patrons make fast transactions* ◀
- Barcode matrix scanner (FlexScan QR400) optional* ◀
- Custom IT integration available utilizing iConnect* ◀
- Superior counterfeit bill detection/rejection technology* ◀
- One-drop change location eliminates confusion* ◀
- Accepts notes and coins. Faster, more reliable electronic self-replenishing coin system eliminates tubes with option for up to three recycling coin hoppers and a fourth non-recycling hopper* ◀
- Dispenses notes (up to 3), coins (up to 4), and receipts* ◀
- Large, 8" receipt roll – saves labor, and improves security* ◀
- Uninterruptible power supply* ◀
- Note storage in individual, lockable cassettes* ◀
- Scalable hardware/software* ◀
- Multiple languages are programmable, including English, French and Spanish* ◀

REPRESENTED BY:

SPECIFICATIONS

COMPLIANCE

PCI PA-DSS (Payment Application Data Security Standard) Compliant

AMG-7800 Series Pay Station does not store credit card data
Meets ADA (Americans with Disabilities Act) and
ANSI (American National Standards Institute) requirements

ELECTRICAL

Power Source: 120VAC, 60Hz

Utilization: 3 amp normal, 10 amp maximum

ENVIRONMENT

Temperature: 14° F to 104° F (-10° C to 40° C)
Automatic thermostat-controlled heaters and fan included

Relative Humidity: 10% to 90% (non-condensing)

HOUSING

Height: 64.25" (1631.95 mm)

Width: 31.5" (800 mm)

Depth: 27.2" (692 mm)

Construction: Sheet steel housing

Cabinet Finish: Textured powder coat finish Grey Classic 314 (RAL #7016)

Door Finish: Metal door with painted molded plastic overlays

Total Weight: Approximately 800 lbs. (363 kg)

BARCODE MATRIX SCANNER

Opening: 3.5" w x 2" H (8.89 cm x 5.08 cm)

Barcode Types: 1D (Linear) & 2D (QR-code)

Ambient Light: Total darkness to 9000 ft. candles (96.900 LUX)

TIME CONTROL

Quartz oscillated, accurate within ± 3 seconds per week at 68° F to 86° F (20° C to 30° C)

Perpetual calendar

Programmable Daylight Saving Time adjustment

ON/OFF-LINE OPERATION

The model AMG-7800 may operate as a stand-alone unit utilizing the reporting functions of the pay station.

On-Line Operation: Utilizes RS-485 communication with the parking management software host. Data sent from the pay station to the host PC includes individual transaction data, alarm and event messages. Data sent from the parking management software to pay station includes program data updates, time synchronization, backout ticket data and in/out of service status.

Credit Card Operation: Utilizes ethernet communication to AMS Charge Server

SECURITY

Multi-point safety lock system

Access Lock: Secures the main locking mechanism utilizing a plug type lock to be removed in order to gain access to the inner lock.

Inner Lock: Secures the pay station door utilizing a T-shaped key

Intruder alarm

Security locks on money handling compartments

UNINTERRUPTIBLE POWER SUPPLY (UPS)

Protects the pay station from poor quality AC line power. Protection is provided from surges, low voltage, high voltage and complete power failure. On power fail, UPS will initiate an emergency shutdown. If transaction is in progress, the transaction will be completed prior to shutting down, the display will go blank and the internal PC will power down. UPS also provides protection of software databases.

Manufactured by Amano Cincinnati, Inc.'s Ohio factory, an ISO 9001:2000 registered facility.

Specifications are approximate and are subject to change without notice.

UL approval does not apply to 220/240V AC, 50/60 Hz



AMANO McGANN®

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com

AMG-4000

Series



Exit Station
with optional Barcode
Matrix Scanner

FlexScan™ QR400



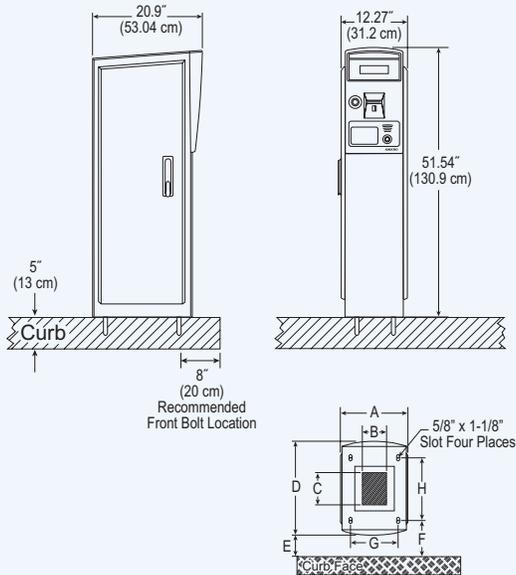
The AMG-4000 Series Exit Station is designed for multiple uses, typically at the unattended exits of a parking facility. The exit station accepts entry tickets and validation coupons, calculates parking fees, accepts and processes credit cards and issues receipts.

The integrated FlexScan™ QR400 extends the functionality of the standard exit station adding the capability to scan linear and QR barcodes. Credentials can be scanned from various printed and electronic media formats including paper, event tickets, ID badges and smartphones.

Utilize the iConnect® Interface tool for custom integration with your IT operation. Control the process all the way to the lane.



Series
AMG-4000



■ CONFINE RIGID CONDUIT NO MORE THAN 2" (5 cm) HIGH IN THIS AREA.

A = 12.27" (31.2 cm) C = 8" (20.32 cm) *E = 5" (13 cm) G = 7.48" (19 cm)
 B = 4" (10.16 cm) D = 20.9" (53.04 cm) *F = 8" (20 cm) H = 11.75" (29.8 cm)

*Recommendation only. Installation requirements may vary.

FEATURES

- Increased throughput provides rapid exit from your facility ◀
- Increased exit lanes with no added labor costs ◀
- Field programmable operation utilizing handheld wireless remote control ◀
- Secure – no cash collected, no cash available ◀
- Uses common hardware components (RWPV-based) for fewer inventoried parts and reduced service training ◀
- Barcode matrix scanner (FlexScan QR400) optional ◀
- Custom IT integration available utilizing iConnect ◀
- Built-in intercom ◀
- Personalized panel option, std. panel – "Thank You" ◀
- Dual powder coat finish ◀
- Prox Reader optional ◀

REPRESENTED BY:

SPECIFICATIONS

COMPLIANCE

PCI PA-DSS (Payment Application Data Security Standard) Compliant
 AMG-4570 Series lane equipment does not store credit card data
 Meets ADA (Americans with Disabilities Act) and
 ANSI (American National Standards Institute) requirements

ELECTRICAL

120 VAC, 60 Hz
 220/240 VAC, 50/60 Hz
 10 amp max. (120V) 5 amp max. (240V)
 Multiple I/O capability for ticket tracking, count and monitoring

MECHANICAL

Automatic dual ticket feed; dot matrix printer; cartridge ribbon;
 exclusive RWPV™ (read, write, print and vault) magstripe mechanism

TIME CONTROL

Real-time clock synchronization with host computer
 Built-in crystal controlled perpetual calendar
 Programmable Daylight Saving Time adjustment

TIME CONTROL

Quartz oscillated, accurate within ±3 seconds per week at 68°F to 86°F (20°C to 30°C)
 Programmable Daylight Saving Time adjustment

Off-Line Operation: AMG-4575 operates as a stand-alone lag-time reader

ENVIRONMENT

Temperature: -20°F ~ 120°F (-29°C ~ 49°C)
 Automatic thermostat-controlled heater included
Humidity: 10% ~ 95% (non-condensing)

HOUSING

Heavy-duty, 14-gauge steel construction, weather gasketing, lockable door
Dimensions: 51.54"H x 12.27"W x 20.9"D (130.9 cm x 31.2 cm x 53.04 cm)
Ticket throat: 41" (104 cm)
Weight: 152.5 lbs. (69.17 kg)
Finish (standard): Argento Silver (#305) cabinet / Classic Grey (#314) side panels; White (RAL#9003); custom color available

BARCODE MATRIX SCANNER

Opening: 4"W x 3"H (10.16 cm x 7.62 cm)
Barcode Types: 1D (Linear) & 2D (QR)
Ambient Light: Total darkness to 9000 ft. candles (96.900 LUX)

TICKETS

Credit card size receipt tickets: 2-1/8" x 3-3/8" (5.41 cm x 8.59 cm)
 Holds 1,000 used tickets in vault
 AMG-4570 uses fanfold tickets: 5,000 tickets/carton. Holds two cartons.

COMMUNICATIONS

Interfaces with iParcProfessional software for complete transaction monitoring and control

OPTIONS

2nd I/O Rack (passcard reader lockout)
 Magstripe and proximity access card models optional

INTERCOM

Aiphone LEF™ series intercom system
 Standard user recordable voice announcement

Manufactured by Amano Cincinnati, Inc.'s Ohio factory, an ISO 9001:2000 registered facility. Specifications are approximate and are subject to change without notice. UL approval does not apply to 220/240V AC, 50/60 Hz



AMANO McGANN®

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
 Tel: (612) 331-2020 www.amanomcgann.com

AMG-2000

Series

**Entry Station
with optional Barcode
Matrix Scanner**

FlexScan™ QR400



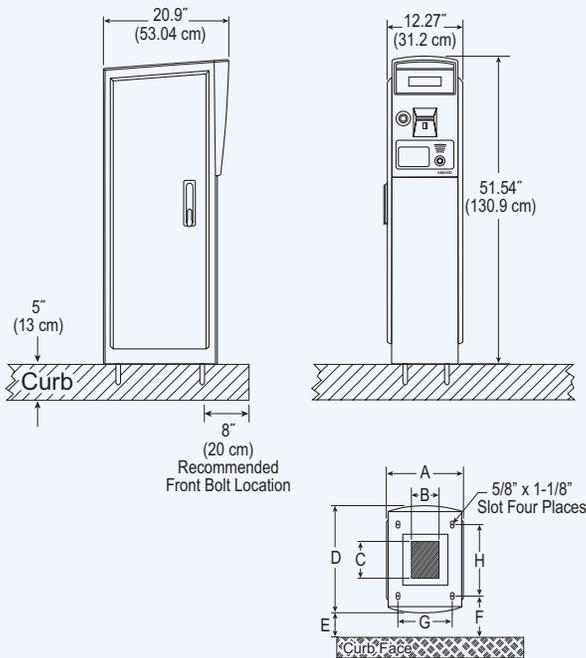
The AMG-2000 Series Entry Station is designed for multiple uses, typically at the unattended entrances of a parking facility. The entry station dispenses magstripe tickets, accepts access and credit cards for ticket in/card out and card in/card out functionality.

The integrated FlexScan™ QR400 extends the functionality of the standard entry station adding the capability to scan linear and QR barcodes. Credentials can be scanned from various printed and electronic media formats including paper, event tickets, ID badges and smartphones.

Utilize the iConnect® Interface tool for custom integration with your IT operation. Control the process all the way to the lane.



Series
AMG-2000



■ CONFINE RIGID CONDUIT NO MORE THAN 2" (5 cm) HIGH IN THIS AREA.

A = 12.27" (31.2 cm) C = 8" (20.32 cm) *E = 5" (13 cm) G = 7.48" (19 cm)
 B = 4" (10.16 cm) D = 20.9" (53.04 cm) *F = 8" (20 cm) H = 11.75" (29.8 cm)

*Recommendation only. Installation requirements may vary.

FEATURES

- ▶ **Standalone (AMG-2070 series) or on-line (AMG-2570 series)**
- ▶ **Uses common hardware components (RWPV-based) for fewer inventoried parts and reduced service training**
- ▶ **Field programmable operation utilizing handheld wireless remote control**
- ▶ **Accommodates credit card size magstripe media**
- ▶ **Magstripe access card / credit card acceptance (AMG-2570 series) models optional**
- ▶ **Proximity Technology Reader Integration optional**
- ▶ **Barcode matrix scanner (FlexScan QR400) optional**
- ▶ **Custom IT integration available utilizing iConnect**
- ▶ **Integrated intercom**
- ▶ **Personalized panel option, std. panel – no text**
- ▶ **Dual powder coat finish**

REPRESENTED BY:

SPECIFICATIONS

COMPLIANCE

PCI PA-DSS (Payment Application Data Security Standard) Compliant

AMG-2570 Series ExpressParc® lane equipment does not store credit card data
 Meets ADA (Americans with Disabilities Act) and
 ANSI (American National Standards Institute) requirements

ELECTRICAL

120V AC, 60 Hz
 220/240V AC, 50/60 Hz
 10 amp max. (120V) 5 amp max. (240V)
 Multiple I/O capability for ticket tracking, counts and monitoring

MECHANICAL

Automatic dual ticket feed; dot matrix printer; cartridge ribbon; exclusive RWPV™ (read, write, print and vault) magstripe mechanism

TIME CONTROL

Real-time clock synchronization with host computer
 Built-in crystal controlled perpetual calendar
 Programmable Daylight Saving Time adjustment

ENVIRONMENT

Temperature: -20°F ~ 120°F (-29°C ~ 49°C)
 Automatic thermostat-controlled heater included
Humidity: 10% ~ 90% (non-condensing)

HOUSING

Heavy-duty, 14 gauge steel construction, weather gasketing, lockable door.
Dimensions: 51.54"H x 12.27"W x 20.9"D (130.9 cm x 31.2 cm x 53.04 cm)
Ticket throat: 41" (104 cm)
Weight: 135 lbs. (61 kg)
Finish (Standard): Argento Silver (#305) cabinet / Classic Grey (#314) side panels; White (RAL#9003); custom color available

BARCODE MATRIX SCANNER

Opening: 4"W x 3"H (10.16 cm x 7.62 cm)
Barcode Types: 1D (Linear) & 2D (QR)
Ambient Light: Total darkness to 9000 ft. candles (96.900 LUX)

PRINTER

Large (7 x 9 dot pattern) dot matrix printer
 Prints date and time (12 & 24-hour format), ticket number, machine number and rate
 Marks and voids retracted tickets
 Self sharpening cutter blade

TICKETS

Uses fanfold tickets: 5,000 tickets/carton. Holds two cartons.
 Credit card size tickets: 2-1/8" x 3-3/8" (5.41 cm x 8.59 cm)

OPTIONS

2nd I/O Rack (passcard readers lockout)
 Magstripe and proximity access card models optional

INTERCOM

Aiphone™ LEF series intercom system
 Standard user recordable voice announcement

Manufactured by Amano Cincinnati, Inc.'s Ohio factory, an ISO 9001:2000 registered facility. Specifications are approximate and are subject to change without notice. UL approval does not apply to 220/240V AC, 50/60 Hz



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AMG-1800

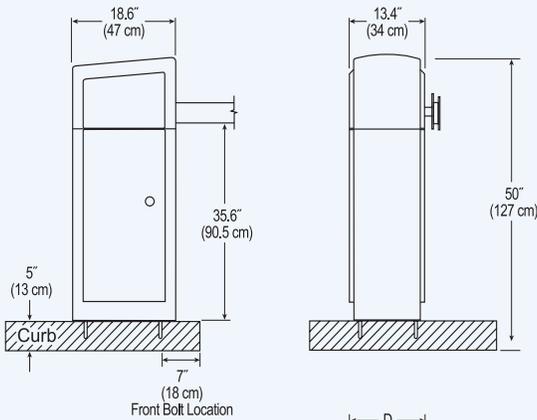
Series

Direct Drive Parking Gate



Amano McGann's AMG-1800 Series Direct Drive Parking Gate offers the safety and convenience of opening automatically in the event of power failure. The microprocessor-based logic and functionality provides the ultimate in reliability, performance and safety, as well as the flexibility to accommodate three different modes of operation.

Parking Gate AMG-1800



Letter	Measurement
A	8.7" (22 cm)
B	7" (18 cm)
C	11.8" (30 cm)
D	13.4" (34 cm)
E	18.64" (47.4 cm)
F	9.9" (25.16 cm)
G	6" (15.24 cm)

CONFINE RIGID CONDUIT NO MORE THAN 2" (5 cm) HIGH IN THIS AREA.

FEATURES

- ◀ *Slim, cabinet-style design*
- ◀ *Three selectable modes of operation*
- ◀ *Pre-installed detector harness*
- ◀ *Microprocessor-based logic and functionality*
- ◀ *Auto raise safety feature*
- ◀ *12' standard gate arm and 11' folding gate arm configurations available*
- ◀ *Dual powder coat finish*
- ◀ *Auto open feature in event of power failure*
- ◀ *Maintenance-free torque motor and lever system with counterbalance springs*
- ◀ *Removable cover for access to drive mechanism*

REPRESENTED BY:

SPECIFICATIONS

ELECTRICAL

120V AC, 60 Hz

Power consumption: 60W

Service amps: 15A

Connections:

- Four utility power outlets GFCI
- DIN rail terminal blocks
- Main power breakers

Field wiring:

AMG-1880

- Serial
- 12VDC regulated

AMG-1850

- Dry contact input, output
- 24VAC unregulated

MOTOR CHARACTERISTICS

Horsepower: 1/18 HP Instant Reversing Torque Motor

Speed: 11 RPM

Starting amps: 750mA

Running amps: 370mA

Internal thermal/overload protection

ENVIRONMENT

Temperature: -20°F ~120°F (-29°C ~ 49°C)

Humidity: 10% ~ 90% (non-condensing)

HOUSING

Heavy-duty, 14-gauge all-weather steel construction

Dimensions: 45.1"H x 13.4"W x 18.6"D (114 cm x 34 cm x 47 cm)

Weight: 154 lbs. (70kg)

Access: Removable cover on drive mechanism (360° access)
Lockable door (access to electrical connections and control box)

Finish (Std): Argento Silver (#305) cabinet / Classic Grey (#314) side panels; White (RAL#9003); custom color available

GATE ARM

Height: 35.6" (90 cm) as shipped in DOWN position

Length: AL12: 12' (365 cm) — aluminum

AL30: 11' (323 cm) folding gate arm — aluminum

Opening time: Approx 2.1 seconds

Closing time: Approx 2.4 seconds

MICROPROCESSOR-BASED CONTROLLER

Quick, plug-in installation. Gate up/normal/down switch (internal manual override)

Operation modes: One way pay
Bi-directional lane
Free direction

Features: Extra Sensory Detection
Backout Timer
Closing Loop Safety "auto raise"

Manufactured by Amano Cincinnati, Inc.'s Ohio factory, an ISO 9001:2000 registered facility. Specifications are approximate and are subject to change without notice.



AMANO McGANN®

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT TO SHI (STATE CONTRACT #77560) FOR SERVICES AS THE CITY'S SPATIAL DATA LOGIC SERVICES TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 5, 2012 AND EXPIRE ON DECEMBER 5, 2013 FOR A NOT TO EXCEED AMOUNT OF TWENTY FIVE THOUSAND THREE HUNDRED DOLLARS (\$25,300.00)

WHEREAS, service, goods and training for Spatial Data Logic products for the City is subject to a state contract (#77560), held by SHI; and,

WHEREAS, the Administration requested a quote for said products and services from SHI and the other state contractors, and has determined that SHI can provide the City with the most effective and efficient products and services; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Twenty Five Thousand Three Hundred (\$25,300.00) Dollars; and,

WHEREAS, SHI 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 \$25,300.00 is available in the following appropriation 2-01-31-461-000 in the CY2012 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 CY2012; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with SHI to provide the City with products, goods and services for Spatial Data Logic be executed, for a term to commence December 5, 2012 and expire December 5, 2013, with a not to exceed amount of Twenty Five Thousand Three Hundred (\$25,300.00) Dollars; and

BE IT FURTHER RESOLVED, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Tisha Creative; and

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

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

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

Meeting date: December 5, 2012

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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



Pricing Proposal
 Quotation #: 5931771
 Created On: 10/11/2012
 Valid Until: 11/30/2012

NJ CITY OF HOBOKEN

Stephen Marks

94 Washington Street
 Hoboken, NJ 07030
 UNITED STATES
 Phone: (201) 420-2059
 Fax: (201) 420-2096
 Email: smarks@hobokennj.org

Inside Account Manager

John Minnella

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-564-8130
 Fax: 732-564-8131
 Email: John_Minnella@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Small Town Enterprise License - up to 10 seats, support, and portal for 1 year Spatial Data Logic - Part#: SL3001	1	\$12,500.00	\$12,500.00
2	Data Conversion - ModIV, Mitchell Humphries- Building, Custom Zoning Import Spatial Data Logic - Part#: LR1013	1	\$4,000.00	\$4,000.00
3	Installation - 10 seats Spatial Data Logic - Part#: LR1006	1	\$2,400.00	\$2,400.00
4	Training - Building, Planning, Zoning Spatial Data Logic - Part#: TR1001	1	\$6,400.00	\$6,400.00
			Total	\$25,300.00

Additional Comments

NJ Software State Contract #77560

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.

SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

MARKUP AS FOLLOWS:

Adobe, Business Objects, Citrix, Novell, Quest, Red Hat Software, Symantec, Websense - .25%

Attachmate, BMC, EMC, IBM, KRONOS, Oracle, SAS Institute, Inc. - 0%

HP - 1%

Information Builders - 1.75%

VMWare - .50%

Software not listed above - 1.75%

Software Publisher Services - 2.00%

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

**Statement of Work for
Enterprise Licensing
for
City of Hoboken**

**Stephen Marks
Assistant Business Administrator**

October 10, 2012

**Spatial Data Logic
2 Executive Drive
Somerset, NJ 08873**

Primary Contact: Jack Flood, III
(732) 357-1280
sales@SpatialDataLogic.com

October 10, 2012

Stephen D. Marks, PP, AICP
Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: Spatial Data Logic SOW for GeoLogic Proposal

Dear Stephen:

Thank you for taking the time to explore the products and services offered by Spatial Data Logic. Based on your request, I have prepared this document for your review.

The estimate covers software for our **Small Town Licensing Solution**. The Assessor Module and the Mod IV Data Conversion are required for all SDL clients, while seats of the other modules can be purchased at any time, in any quantity.

The balance of this estimate will address the Project Scope, Estimated Cost of Each Project Element, Estimated Timeline for the Project, Software and Service Pricing, Terms and Conditions, and a Schedule of Labor Rates.

The software will utilize geographic information from two spatial data sets: Parcel Map (Polygon) and Road Centerline (Line). This data is a prerequisite to using our software. Additional spatial information can be added at any time, as additional data layers become available.

Should you have any questions or require additional information, please feel free to contact me via telephone at (732) 357-1280 or email at sales@SpatialDataLogic.com.

Very truly yours,

SPATIAL DATA LOGIC

Jack Flood, III

Scope of Project

Software Modules

The software license will be provided on a per-seat-licensing model per year and includes the seat license, portal and support for 1 years period

Data Integration

Services associated with the interpretation and modeling of work flows for the departments and the time associated with the integration of existing data into the modules. The estimate provided herein is based on the expected time and expense for the departments included, applying our standard rate schedule.

We have experience importing data from several well-known software products (Vital 1997, Vital 2002, Edmunds, North Jersey Microsystems, UCCARS.) Data feeds from these databases will be done for \$1,000/department. Pricing for integration of data from other modules will be determined after SDL has had the opportunity to review the database structure and the number of records included in the other software modules that you have.

Training and Installation Services

Services associated with the software installation and training will be provided as required, for a one-time fee. The cost of installation and training will be based on the number of users (software licenses) that are purchased. There are three tiers of pricing, each corresponding to a range of software seats purchased.

Additional Services

Additional Services may be required during the course of the project. These services are beyond the scope of the software noted above, and will be provided as required, upon receipt of written authorization from the client.

Meetings with the client or other regulatory agencies brought about by conditions that are not part of (or contemplated as part of) the project will be considered Additional Services. If these discussions and meetings include representatives of Spatial Data Logic, they will be billed as an Additional Service.

Additional customization of forms, reports, databases and/or other applications that are not part of the current modules or not included in the data integration estimate is also considered an additional service.

Itemized Costs – Enterprise Licensing Model

The costs for furnishing the software package will be a license on a per seat basis. The following is an estimate of the fees for this project based on the scope of services.

<u>Scope Item</u>	<u>Proposed Cost</u>
A. Software License	
Enterprise Licensing	
i. Typical Small Town (up to 10 computers)	\$12,500/year
ii. Typical Medium Town (up to 25 computers)	\$25,000/year
iii. Typical Large Town (up to 100 computers)	\$40,000/year
iv. Typical City/County (up to 300 computers)	\$75,000/year
v. Typical per user annual license	\$1,500 /year
B. Data Integration	Variable
(\$1,000/Department from known Vendor databases)	
C. Installation and Training Services	
• Installation – Price for Initial Install	
i. Small Town	\$2,400
ii. Medium Town	\$4,000
iii. Large Town	\$6,000
iv. City/County	\$8,000
v. Price for Additional Installs	\$500/computer
• Training	
i. General Training With One Department	\$4,000
ii. Each Additional Department	\$2,400
iii Price per User After Install	\$500/user
D. Additional Services	

Additional services will be provided as requested and as authorized in writing. The cost of Additional Services will be billed as actual labor cost plus expenses calculated in accordance with the standard schedule of fees (attached).

Estimated Time

The power of SDL software lies in its unique ability to display, manage and analyze tabular and spatial data simultaneously. Therefore, an approved Parcel Map is a prerequisite to project commencement.

Software installation can be completed in one week or less, typically in one or two days. The actual installation schedule will be determined upon receipt of the contract or Purchase Order, and all of the data (ModIV, GIS, UCCARS, etc.) that is required for the project.

The interval required for training is predicated on the number of software users that will participate in the training. Typical installations require two days of training, but can take as many as four days, based on the number of users and departments involved.

Spatial Data Logic Server and Client Hardware Specifications For GeoLogic Software for 2012

Recommended Server Configuration for 1-15 Users (New Purchase)

- Single or Dual Processor Quad Xeon 2.0 Ghz or higher
- Windows 2008 (64bit) Server with IIS installed
- 4 GB Base Memory or greater
- 5x250 GB, RAID 5/10, 10,000 + rpm

Recommended Server Configuration for 15 and greater Users (New Purchase)

- 2.4 Ghz, 8 cores, Xeon Preferred
- Windows 2008 (64bit) Server with IIS installed
- Microsoft SQL Server 2008 (64 bit) - Standard
- 16 GB Base Memory or greater
- 5x500 GB, RAID 5/10, 10,000 + rpm

Note: If you have an existing file server that you are considering using, please provide the specifications to SDL for evaluation.

Recommended Network Configuration for 2 or more Users

- 100 Base T Network or greater
- 100 Base T Switches or greater
- Windows Domain/Active Directory recommended

Note: For Thin Client/Windows Terminal Server, please call for specifications.

Minimum Client Configuration

- 2.0 GHz Processor
- 2 GB RAM
- Windows XP (Professional), Windows Vista, Windows 7
- Internet Explorer 8.0
- .Net Runtime 2 or greater

Recommended Client Configuration (New Purchase)

- 2 GHz (or higher), multiple core
- 4 GB RAM (or higher)
- Windows 7 (64 bit)
- Internet Explorer 8.0 or greater
- .Net Runtime 2 or greater

- – SDL will follow the Discontinued Availability schedule employed by Microsoft for their various software platforms and technologies.

Benefits of the SDL GeoLogic System

- Easy-to use system is used by many departments within the municipality
- Data created in each department can be viewed by any user from any other department
- “Everyday GIS” puts the power of GIS on every desktop with a Windows-like user interface
- Photos, documents and other files can easily be attached to each parcel
- New layers of GIS Data can easily be added in by each user
- The GeoLogic System includes a Complaint Tracking system that alerts users of complaints that have been assigned to them
- Managers can easily develop their own reports for any and all departments across any date range
- Tax and parcel data can be updated in the system with a single mouse click so that everyone is utilizing current information
- The Assessor will have complete ModIV data and a set of analysis tools that will streamline the tax appeals and property revaluation exercises
- Service Requests and Road Openings can be tracked and managed within the system allowing you to track:
 - Maintenance Issues Within the Town
 - Location of Maintenance Issues
 - Which Employee(s) is Assigned to Each Service Request/Road Opening
 - Status and Number of Each Type of Service Request/Road Opening
 - Equipment and Materials Used on Service Request/Road Opening
 - Invoice Development for Service Requests/Road Opening
- Parcel Offset Wizard is included in each module for determination of adjacent lots within a specified radius of a selected parcel, and the resulting list can be used to automatically create mailing labels
- Our comprehensive Building Module **can replace UCCARS** or equivalent software
- Data Grid – electronic data repository that can be used for building data queries, sorting and searching data and ad-hoc report generation
- Health Department module captures and manages information with respect to Wells, Septic Systems, Food Establishments and other sanitarian functions

SPATIAL DATA LOGIC

SCHEDULE OF FEES

2012

LABOR RATES

Hourly Rate

Senior Project Manager	\$ 300.00
Project Manager	200.00
Senior GIS Specialist	175.00
Surveyor / Engineer	175.00
Programmer	175.00
Draftsman / GIS Technician	150.00
Training Technician	150.00
Computer / Network Technician	125.00
Field Technician	125.00
Clerical/Data Entry	100.00

Hourly rate includes direct salary, overhead and profit. All out-of-pocket expenses are invoiced at cost plus 10%.

Mileage from our office is invoiced at the rate of \$0.75 per mile

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO LINCOLN SERVICE & EQUIPMENT CO. FOR
REPLACEMENT OF VEHICLES AND VEHICULAR
EQUIPMENT DUE TO DAMAGE AND DESTRUCTION OF
ORIGINAL VEHICLES AND EQUIPMENT OF THE CITY IN
THE WAKE OF HURRICANE SANDY IN AN AMOUNT NOT
TO EXCEED TWO HUNDRED SIX THOUSAND NINE
HUNDRED SIXTY FOUR DOLLARS (\$206,964.00) FOR GOODS
TO BE PROVIDED WITHIN SIX (6) WEEKS AFTER
PURCHASE ORDER**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a single source vendor of commercial vehicles and accessory equipment for the City for necessary replacement commercial (municipal) vehicles and accessories resulting from the damage and destruction of many municipal vehicles during the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Lincoln Service & Equipment Co. for the PURCHASE of said goods following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Lincoln Service & Equipment Co. for a total contract amount of Two Hundred Six Thousand Nine Hundred Sixty Four Dollars (**\$206,964.00**), for goods to be provided within six (6) weeks of the purchase order; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$206,964.00 is available in the following appropriation 2-01-46-870-015 in the CY2012 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 CY2012; 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 emergency PURCHASE contract with the below listed vendor is authorized and ratified for an amount not to exceed Two Hundred Six Thousand Nine Hundred Sixty Four Dollars (**\$206,964.00**) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may

be made without the prior written consent of both parties, except that the Administration is authorized to PURCHASE an extended warranty on each vehicle purchased under this agreement, subject to certification of funds.

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:

Lincoln Service & Equipment Co.
100 North 12th Street
Kenilworth, New Jersey 07033

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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

LINCOLN SERVICE & EQUIPMENT CO.

100 North 12th Street, Kenilworth NJ 07033

TEL # (800) 573-5773 FAX # (860) 349-3434

www.lincolnservice.com

Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Qwiest@hobokennj.org

November 14, 2012

CUSHMAN NEW Haulster 4 wheel vehicle Model 84059 \$ 29,450

Specifications:

28 HP EFI 3 cylinder Gas Engine 20 MPH
3 Speed Automatic Transmission
Black ROPS All Weather Cab with steel doors
Head, Stop, Taillights, and Directionals
Heater/Defroster
Outside left and right side mounted mirrors
2 Wheel Rear Hydraulic Brakes
Front Independent Suspension with Coil over Shocks
Rear heavy duty, multiple leaf-type springs
Gauges: Oil Pressure, Fuel and Hour Meter
Speedometer
Dome Light
Horn, 2 Speed Windshield Wiper
10.25:1 Worm Gear Differential
20.5 x 8.5 – 10 load range C Tires
2400 LB. Capacity
Standard Color (Yellow)

Optional: (included in price)

Color White Body and Engine Cover	\$545
8 inch Rear Box Sides with Drop down Tailgate	\$947
Sub-Total	\$30,942
Freight and Dealer Set Up	<u>550</u>
Cost for (1) Vehicle	\$31,492
Total Price for (2) units:	\$62,984.00

Lease with \$1.00 buy-out available upon request

Delivery—6 weeks after PO

DEMAND LOCAL PARTS AND SERVICE!
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Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Qwiest@hobokennj.org

November 14, 2012

CUSHMAN Haulster 4 wheel vehicle Model 84059
With Garbage Truck Mod **\$ 29,450**

Specifications:

28 HP EFI 3 cylinder Gas Engine 20 MPH
3 Speed Automatic Transmission
Black ROPS Cab with steel doors
Head, Stop, Taillights, and Directionals
Heater/Defroster
Outside left and right side mounted mirrors
2 Wheel Rear Hydraulic Brakes
Front Independent Suspension with Coil over Shocks
Rear heavy duty, multiple leaf-type springs
Gauges: Oil Pressure, Fuel and Hour Meter
Horn, 2 Speed Windshield Wiper
10.25:1 Worm Gear Differential
20.5 x 8.5 – 10 load range C Tires
2400 LB. Capacity
Color (Yellow)

Rear Garbage High Dump Hopper System	\$5,995
• 2 Cu. yard Poly refuse hopper with hydraulic dump system	inc
• Rear shocks	inc
• Speedometer	inc
• Backup Alarm	inc
• Color White Body and Engine Cover (optional) (\$545)	

Sub-Total	\$35,445
Freight and Dealer Set Up	550
Cost for (1) Vehicle	<u>\$35,995</u>

Total for (4) units **\$143,980.00**

Municipal Lease with \$1.00 buy-out (4 units) **\$2872/mo (60 month)**

Delivery—6-8 weeks after PO

DEMAND LOCAL PARTS AND SERVICE!

Lincoln Service & Equipment Co. – Over 22 years of Serving Our Customers!

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

AMENDED 2012 SUSTAINABLE JERSEY GRANT CY 2012

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the repealing of original from council meeting November 7, 2012 of any special item of revenue in the Budget of any county or municipality when such item shall have been made available
By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the repealing of original from council meeting November 7, 2012 of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$20,000.00 from Sustainable New Jersey wishes to amend its CY 2012 Budget to include this amount as revenue. **FROM: \$10,000.00 To: \$20,000.00**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$20,000.00
This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:

State and Federal Revenues Off-set with
Appropriations:
2012 Sustainable Jersey Grant

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$20,000.00
Be and the same is hereby appropriated under the caption of:
General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

2012 Sustainable Jersey Grant
Other Expenses \$20,000.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: December 5, 2012

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

From: Juan Melli <jmelli@hobokennj.org>
Sent: Friday, September 28, 2012 10:28 AM
To: Juan Melli
Subject: HOBOKEN WINS SUSTAINABLE JERSEY GRANT

FOR IMMEDIATE RELEASE
September 28, 2012

Contact: Juan Melli
(201) 923-9583 or jmelli@hobokennj.org

**HOBOKEN WINS SUSTAINABLE JERSEY® GRANT
\$20,000 Provided to Fund Rain Gardens Curb Extensions**



Rain garden curb extension in Portland, OR.

Sustainable Jersey representatives announced today that the City of Hoboken has been awarded a Sustainable Jersey Small Grant for rain garden curb extensions. Hoboken is one of just four municipalities in New Jersey to receive a Sustainable Jersey Small Grant at the \$20,000 level. The 2012 Sustainable Jersey Small Grants Program funded by the PSEG Foundation is providing \$200,000 in grants to local governments for sustainability projects.

Since 2009, Sustainable Jersey has distributed over \$795,000 in grants to New Jersey municipalities to help towns make communities more livable, environmentally friendly and prosperous.

“Rain garden curb extensions will help us reach two of our top sustainability goals: to alleviate flooding by capturing stormwater runoff and to further promote walking by creating safer pedestrian crossing,” said Mayor Dawn Zimmer. “We are excited to partner with the Rutgers Cooperative Extension Water Resources Program to implement this green infrastructure demonstration project.”

The grant will fund the planning, design, and installation of two rain garden curb extensions. Along with green roofs, rain barrels, permeable pavement, and other green infrastructure elements, rain gardens are one tool to mitigate flooding by diverting stormwater from the sewer system. The demonstration project will serve as a model for all cities in New Jersey as they begin addressing green infrastructure, stormwater management, CSO control, traffic calming, pedestrian safety, and beautification of our core urban communities.

The winners of the grants have proposed projects that provide sustainable solutions to everyday challenges. Organic curbside waste recycling, storm water runoff solutions, innovative bioswales, water conservation, sustainable landscaping, wildlife interaction plan, community gardens and more have been added to the list of initiatives that the Sustainable Jersey Small Grants program is funding. New Jersey is the first state in the nation to have a comprehensive sustainability program for communities that links certification with strong state and private financial incentives, and a fully resourced program of technical support and training. Sustainable Jersey is 100 percent voluntary and each town can choose whether it wants to get certified and the actions it wants to do in order to achieve enough points to get certified.

“PSEG is committed to being a steward of the environment and making meaningful contributions to the communities it serves,” said Anne Hoskins, senior vice president of public affairs and sustainability for PSEG, one of New Jersey’s oldest companies and largest employers. “We are proud to support this program and to fund projects that will make life better in neighborhoods all over New Jersey.”

The Sustainable Jersey grants are intended to help local governments make progress toward a sustainable future in general, and specifically toward Sustainable Jersey certification. Currently, 67 percent of New Jersey’s towns and cities (378 towns across all 21 counties) have registered to become Sustainable Jersey certified. “The impact that these projects will make in New Jersey is incredible,” said Pam Mount, Chair of the Sustainable Jersey Board of Trustees. “Aiding towns and Green Teams to achieve their sustainability goals by funding green initiatives will have a ripple effect that will benefit us all.”

In 2011, the City of Hoboken achieved the Bronze Level Sustainable Jersey certification and received the Sustainable Jersey Leadership Award for addressing alternative transportation and parking solutions.

2012 Recipients of \$20,000 Sustainable Jersey Project Grants

<i>Municipality</i>	<i>County</i>	<i>Project</i>
Hoboken, Sustainable Jersey Certified	Hudson	City of Hoboken Green Infrastructure Demonstration Project
Island Heights	Ocean	Innovative Bioswale
Middle Twp., Sustainable Jersey Certified	Cape May	Middle Township Water Conservation Project
Princeton, Sustainable Jersey Certified	Mercer	Organic Curbside Waste Program

Sustainable Jersey is a certification program for municipalities in New Jersey. Launched in 2009, Sustainable Jersey is a nonprofit, nonpartisan organization that supports community efforts to reduce waste, cut greenhouse gas emissions, and improve environmental equity. Sustainable Jersey is empowering New Jersey towns to build a better world for future generations. It provides tools, training and financial incentives to support and reward communities as they pursue sustainability programs. New Jersey is the first state in the nation to have a comprehensive sustainability program for communities that links certification with strong state and private financial incentives, and a fully resourced program of technical support and training. Sustainable Jersey is 100 percent voluntary and each town can choose whether it wants to get certified and the actions it wants to do in order to achieve enough points to get certified.

Sustainable Jersey's partners include the New Jersey State League of Municipalities, the Sustainability Institute at The College of New Jersey, the New Jersey Department of Environmental Protection and the New Jersey Board of Public Utilities (BPU). Program sponsors include the Geraldine R. Dodge Foundation, the Surdna Foundation, BPU, PSEG, New Jersey Natural Gas, Church and Dwight, Covanta Energy, Bay Shore Recycling, EcoMatters, New Jersey American Water, Real Goods Solar, South Jersey Gas, Terhune Orchards, Waste Management of New Jersey, Atlantic City Electric, Citizens Campaign, Concord Engineering and the New Jersey Food Council.

Website: www.SustainableJersey.com

Facebook: <http://www.facebook.com/SustainableJersey>

Twitter: www.twitter.com/SJ_Program

###

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

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

2012 SUSTAINABLE JERSEY GRANT CY 2012

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$10,000.00 from Sustainable New Jersey and wishes to amend its CY 2012 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$10,000.00

This is now available as revenue from:

Miscellaneous Revenues:

- Special Items of General Revenue Anticipated
- With Prior Written Consent of the Director of the
- Division of Local Government Services:
- State and Federal Revenues Off-set with
- Appropriations:
- 2012 Sustainable Jersey Grant

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$10,000.00 Be and the same is hereby appropriated under the caption of:

General Appropriations:

- (a) Operations Excluded from CAPS
- State and Federal Programs Off-Set by
- Revenues:
- 2012 Sustainable Jersey Grant
- Other Expenses \$10,000.00



SUSTAINABLE JERSEY

SustainableJersey.com | info@sustainablejersey.com | 609.771.2938

Sustainable Jersey Small Grants Reporting Requirements Reporting Requirements for Recipients of 2012 (\$20,000 or \$10,000)

Submit project reports by email to grants@sustainablejersey.com. These reporting requirements are a condition of your grant award. If this documentation is not received on time, your municipality may not be eligible to apply for future Sustainable Jersey grants. A month prior to the reporting deadlines we will send out a reminder email with a template for completing these reports.

Nine-month Status Report due July 19, 2013 (required)

The mandatory Status Report must answer the question, "Where are you?" by describing expenditures and project progress to date. Mention any changes to the project since the original application was submitted. Include photographs.

Final Report due April 30, 2014 (required)

The mandatory Final Report must document the implementation of the project as described in your application.

Please address the following questions:

- How was the money spent?
- How did the project differ from the original proposal and the Interim Report?
- What has been achieved? Answer with relevant quantitative measures (dollars saved, greenhouse gas emissions reduced, number of participants, etc) and qualitative assessments (describe community impact).
- What challenges were faced and how were they overcome?
- What improvements could be made if this project were undertaken again?

In addition to the narrative portion, please attach a detailed accounting of expenditures and photographs of the project. The final report must also include the Grantees Certification and Declaration signed by municipal administrator or other authorized representative [attached below]. Dispersal of the second half of the grant funds will only be made after this documentation has been received.

SUSTAINABLE JERSEY CORP.

ROMA BANK

110

P.O. BOX 6855
LAWRENCEVILLE, NJ 08648

55-7137-2312

10/22/2012

PAY TO THE
ORDER OF Hoboken

\$10,000.00

Ten Thousand and 00/100 ***** DOLLARS

Hoboken
c/o Quentin Wiest
94 Washington Street
Hoboken, NJ
07030

MEMO

Pamela H. Mount

MP

⑈000110⑈ ⑆ ⑆ 23 1 27 1 3 7 8 ⑆

800 1 2 7 7 0 1 ⑆ ⑆ ⑆

Hoboken

10/22/2012

110

10,000.00

Checking Unrestricted

10,000.00

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

CERT COMMUNITY EMERGENCY RESPONSE TEAM GRANT- CY 2012

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$1,000.00 from New Jersey Office of Emergency Management to amend its CY 2012 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$1,000.00
This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:

State and Federal Revenues Off-set with
Appropriations:

Cert Community Emergency Response Team

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$1,000.00
Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by
Revenues:

Cert Community Emergency Response Team
Other Expenses

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: December 5, 2012

Reviewed by:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel



TRAILER RECIPIENT REQUIREMENTS :

Your agency has been selected to receive a CERT Utility Trailer from the Citizen Corps NJ program. The trailer and all equipment contained in the trailer have been purchased with Citizen Corps federal grant funds awarded to the State of New Jersey in support of the CERT program. Your agency will also receive \$ 1000.00 in grant funds to be used to further equip your trailer with shelving, storage containers, hardware, other supplies, decals, other CERT equipment needs, etc. All funds awarded must be used to support your CERT program; no other use is permitted.

The VALUE OF THE UTILITY TRAILER IS \$3,330.00.

The VALUE OF THE EQUIPMENT IN THE TRAILER IS \$ 5,500.00

By accepting the trailer, you acknowledge and agree to the following terms and conditions:

1. You have a safe / secure location to park the trailer when not in use.
2. You have a vehicle equipped with a 2 inch tow ball capable of towing the trailer.
(Note: trailer requires no special towing or vehicle brake requirements, other than the tow ball)
3. Within 120 days of receipt of your utility trailer you will spend your awarded grant funds to complete the equipping and outfitting of your utility trailer interior and exterior as suggested. You MUST submit an itemized report to NJOEM identifying the items purchased with the \$1000.00 grant funds provided. Also, send photos of the exterior and interior of the trailer after it is finally equipped and furnished. *H. L. C.*
4. Within 120 days of receipt of your utility trailer you will conduct a CERT team exercise to familiarize your CERT members with the trailer, its contents and deployment capabilities. *H. L. C.*
5. Within 30 days after the completion of your team exercise, you will submit a written report to the New Jersey Office of Emergency Management, attn. Mr. Howard Butt, evaluating the trailer and its equipment. Include comments and suggestions as to positive and negative aspects of the trailers and equipment. *H. L. C.*
6. Your agency will agree to deploy the trailer and its contents elsewhere within your county in response to a request for assistance from another municipality / CERT team, when operationally feasible.
7. Your agency will agree to deploy the trailer and its contents elsewhere within the State of New Jersey in response to a request from the NJ Office of Emergency Management, when operationally feasible.

I acknowledge receipt of the CERT utility trailer and its contents and agree to the terms and conditions as outlined above.

[Signature]

 Signature-Municipal/County OEM Coordinator
James Fitzsimmons

 Print your name

HOBOKEN

 Agency name
July 1st 2012

 Date



CERT TRAILER DEPLOYMENT SELECTION CRITERIA

CERT Programs wanting to be considered for receiving a UTILITY TRAILER from the NJ Citizen Corps Program must submit an official request for the trailer.

The request must adhere to the following guidelines and be completed in full as requested to be considered and evaluated. A REPORT providing the following information is required for consideration and evaluation.

1. CERT Programs **MUST** be registered on the national Citizen Corps /CERT website <http://www.citizencorps.gov/ccert/registry.shtm>
A CERT program not registered is **NOT ELIGIBLE** to be considered for a trailer.
Please state the status of your program registry / when did you register ?

Active status since August 2007.

2. CERT Programs **SHOULD** be participating in the CERT / MRC Activation / Deployment Reporting Program established by the NJ Citizen Corps Program.
How many reports did your CERT Program submit between 1/1/ 2011 and 3/15/2012 ?

Eight reports.

3. A requirement of a CERT trailer recipient is the capability to safely house the trailer in a secure location to safeguard it and contents. Describe how you will meet this requirement/ where will the trailer be stored when not in use?

The trailer would be stored in the City of Hoboken's central garage which is a locked facility.

4. Deployment of the trailer requires a TOW VEHICLE with a 2 inch trailer ball and tow hitch. Does your CERT Program have a vehicle available to deploy the trailer? Explain.

The CERT team has a 2005 4x4 Toyota Tacoma with a 2 inch pintal hook. Additionally, the Hoboken OEM has a Mercury Mountaineer and a Ford Explorer which are capable of towing the trailer.

5. Describe your CERT Team - how many trained members - how is the team organized and managed - what is your call out/ notification procedure - how do you deploy. Is your Team willing to and capable of deploying outside your immediate community / municipality if requested to deploy elsewhere in your county by the County OEM Coordinator. Is your team willing and capable of deploying elsewhere in the State of New Jersey if requested to deploy by NJOEM? Explain.

The Hoboken CERT team has 32 trained members. The CERT Team uses an organizational chart that shows a CERT team coordinator and city leader, two assistant leaders, a training officer, an administrative officer, a treasurer, a PIO officer and a communications officer.

Our deployments consist of using all methods of communication. We use an 'ALL CALL' approach including telephone, text, e-mail, and social media such as Facebook. Additionally, we have a dedicated amateur radio repeater within a 35 mile radius of the City of Hoboken.

Hoboken CERT is currently working on a Rapid Deployment Team or "RDT". We will be ready if Hudson County or NJ State OEM needs us.

If we are considered for the trailer we would be able to provide emergency communications for other CERT teams and other entities. We just purchased a Motorola GR500 portable repeater system that can be set up in minutes. Some members have extensive communications backgrounds.

6. Identify and describe any/ all additional training your CERT Team or individual members have received.

All members are ICS 100, 200, NIMS 700 and 800. We have four members that are Certified First Responders. Most members have met Red Cross shelter manager requirements and have are health care provider CPR certified. Additionally, many members are Amateur Radio Operators ranging from Technicians to Extra's. We all have had disaster training with Point Of Distribution ("POD") drills. We also have a former fire chief on our team. We have multiple training classes scheduled for this year including the "Weapons of Mass Destruction" class.

7. Between January 1, 2011 and March 31, 2012 how many times was your CERT team activated for an emergency response or for providing operational assistance

in any capacity? Provide 2 brief examples of any deployment / assistance events the team participated in.

The Hoboken CERT Team was deployed eight times. Most notably, we did an extended tour in response to Hurricane Irene. We manned the EOC, answered over 15,000 phone calls, opened up a shelter that housed over 200 guests, assisted with evacuation efforts, and notified Hoboken residents and business owners of the mandatory evacuation order given by Mayor Zimmer. We also performed grid surveys throughout the entire town.

Most recently on March 3, 2012, we were deployed for Hoboken's famous Saint Patrick's day "LEPRCON" celebration. This included providing communications in the Hoboken Volunteer Ambulance Corps field communications unit in conjunction with the Hudson County OEM field communications unit. We dispatched and handled over 50 EMS calls.

8. Describe risks / vulnerabilities /critical infrastructure in your community or surrounding area. How will the receipt of a CERT utility trailer assist your team in response efforts related to any of these locations?

Hoboken is unique in that it is in close proximity to New York City and has extremely limited forms of ingress and egress. The City has 50,000 people living and working within one square mile. This trailer will help us store supplies and help us barricade roads that have been flooded. The generator will compliment our communications systems and power challenges. Moreover, a trailer would assist as a staging area in any emergency.

9. Describe your community or surrounding area's vulnerability to flooding?

Hoboken is, on average, three feet above sea level. However, there are major portions of the town that are below sea level. Since our town borders the Hudson River, we are extremely vulnerable for a major flooding event, as evidenced by Hurricane Irene in August 2011. As a result of that storm, 50% of Hoboken suffered some type of flooding issues. It is important to note that Hurricane Irene was downgraded to a Tropical Storm shortly before it hit NYC and Hoboken. Had the storm continued as a Category 3 or 4 Hurricane, 95% of Hoboken would have been flooded or entirely under water (the only exception being Stevens Point).

10. Provide any other information you deem relevant for consideration in selecting your CERT Program for receipt of a utility trailer.

The trailer would be an essential tool for Hoboken's deployment efforts. With aggressive future recruiting, we plan on expanding our team and would need this piece of equipment to accomplish our goals. Moreover, this trailer

would help in any future deployments if called upon by the Hudson County OEM or NJSP OEM. The trailer would be critical in the many flooding challenges the City suffers throughout the year.

In October 2011, three of our members, Lou Casciano, Rich Tremiediti, and Margaret Shields, were nominated by the Mayor and Public Safety Director, and honored at the Governor's recognition ceremony in Trenton for their exceptional volunteer service.

All completed requests for consideration for receipt of a CERT utility trailer must have a cover letter signed by the Municipal or County OEM Coordinator from where the CERT program is located stating they approve the application of the CERT team for consideration in the receipt of a trailer from NJ Citizen Corps and that the CERT program will adhere to all guidelines established.

All completed requests / reports must be sent to the respective COUNTY OEM COORDINATOR in the County where the Team is located. **Deadline for submitting reports to County Coordinator is April 30, 2012.**

County OEM Coordinators are requested to review all requests submitted from their County and forward them along with a report listing all applicants in the Counties PRIORITIZED ORDER to ...

NJSP OEM
BOX 7068
W. TRENTON, NJ 08628

ATTN: HOWARD BUTT
NJ CITIZEN CORPS STATE COORDINATOR

County OEM Coordinators should use their best judgment and knowledge of the CERT program applicants to determine which programs are most deserving of a trailer.

County Coordinators are requested to submit their prioritized lists to NJOEM by the deadline May 18, 2012

County Coordinators and the CERT Programs selected to receive a utility trailer will be notified directly by NJOEM of their selection. A total of 14 utility trailers are available for awarding in this deployment.

The utility trailers, the equipment contents that comes with them, and additional funding

George DeStefano

From: Chris Baldwin [cbaldwin@hobokennj.org]
Sent: Tuesday, November 27, 2012 7:49 AM
To: George DeStefano
Subject: FW: State Grant to CERT
Attachments: Trailer Recipient.pdf; Trailer Grant.PDF

Do you recall if we did a Chapter 159 for this? I don't see it in Edmunds but it's easy to miss something looking through all the grant accounts.

Thanks

Chris

From: Stephen Marks [mailto:smarks@hobokennj.org]
Sent: Monday, November 26, 2012 9:08 AM
To: ssteplight@hobokennj.org; Chris Baldwin
Subject: State Grant to CERT

Solomon and Chris:

Can you please advise if we received this grant funding?

Thanks,
Stephen

Stephen D. Marks, PP, AICP
Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Tel.: (201) 420-2059
Fax: (201) 420-2096
Email: smarks@hobokennj.org

From: Lou Casciano [mailto:loucasciano@optonline.net]
Sent: Sunday, November 18, 2012 4:38 PM
To: Stephen Marks
Subject: Trailer Money

Steve:

I wrote for this grant and received everything except for the \$1000. Please read the Trailer recipient pdf and the Grant. Captain Fitzsimmons was working on finding out where the money was but I never got a response. Please if you need state contacts let me know. In the grand scheme of things I understand that \$1000 is not a lot of money but to us that's 6 walkie talkies less than we have.

Regards,
Lou

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE A “LICENSE AGREEMENT” BETWEEN THE
CITY OF HOBOKEN AND THE OWNER OF BLOCK 196 LOT 44 (a/k/a 910 Bloomfield Street)
FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY
ADJACENT TO SAID PROPETY**

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 City of Hoboken desires to grant to John and Elizabeth Berger, owners of Block 196 Lot 44, more commonly known as 910 Bloomfield Street, 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 and Elizabeth Berger, owners of Block 196 Lot 44, more commonly known as 910 Bloomfield Street, shall be subject and limited to the specifications included in Exhibit “A” (metes and bounds survey and architectural drawing attached hereto);
- 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: December 5, 2012

Approved:

Approved as to Form:

Quentin Wiest, Business Administrator

Mellissa Longo, Corporation Counsel

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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2012, 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 AND ELIZABETH BERGER**, whose address is 910 Bloomfield Street, Hoboken, 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 Bloomfield Street R.O.W. in Exhibit “A” attached hereto and by reference made a part hereof; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing a new retaining wall and replacing basement areaway stairs, and for maintenance of the existing blue stone courtyard at the Bloomfield Street entrance of the building; and

WHEREAS, the area of encroachment shall be reconfigured but not substantially increased, and there shall be no reduction in the width of sidewalk currently used for pedestrian egress; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order 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 in Exhibit “A” (License Area) to erect, improve, and maintain a retaining wall, basement areaway stairs, and blue stone patio; and attain ingress and egress to 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 on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license.
- 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.
- 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.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

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 _____, 2012.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: JOHN AND ELIZABETH BERGER, owners in fee of Block 196 Lot 44, more commonly known as 910 Bloomfield Street, Hoboken, NJ.

Signed: _____
John and/or Elizabeth Berger, Owners, 910 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A

Description of License Premises

*See Attached Property Survey with Metes and Bounds
and
Architectural Drawing of License Area and the Scope of Work*

Two (2) Pages

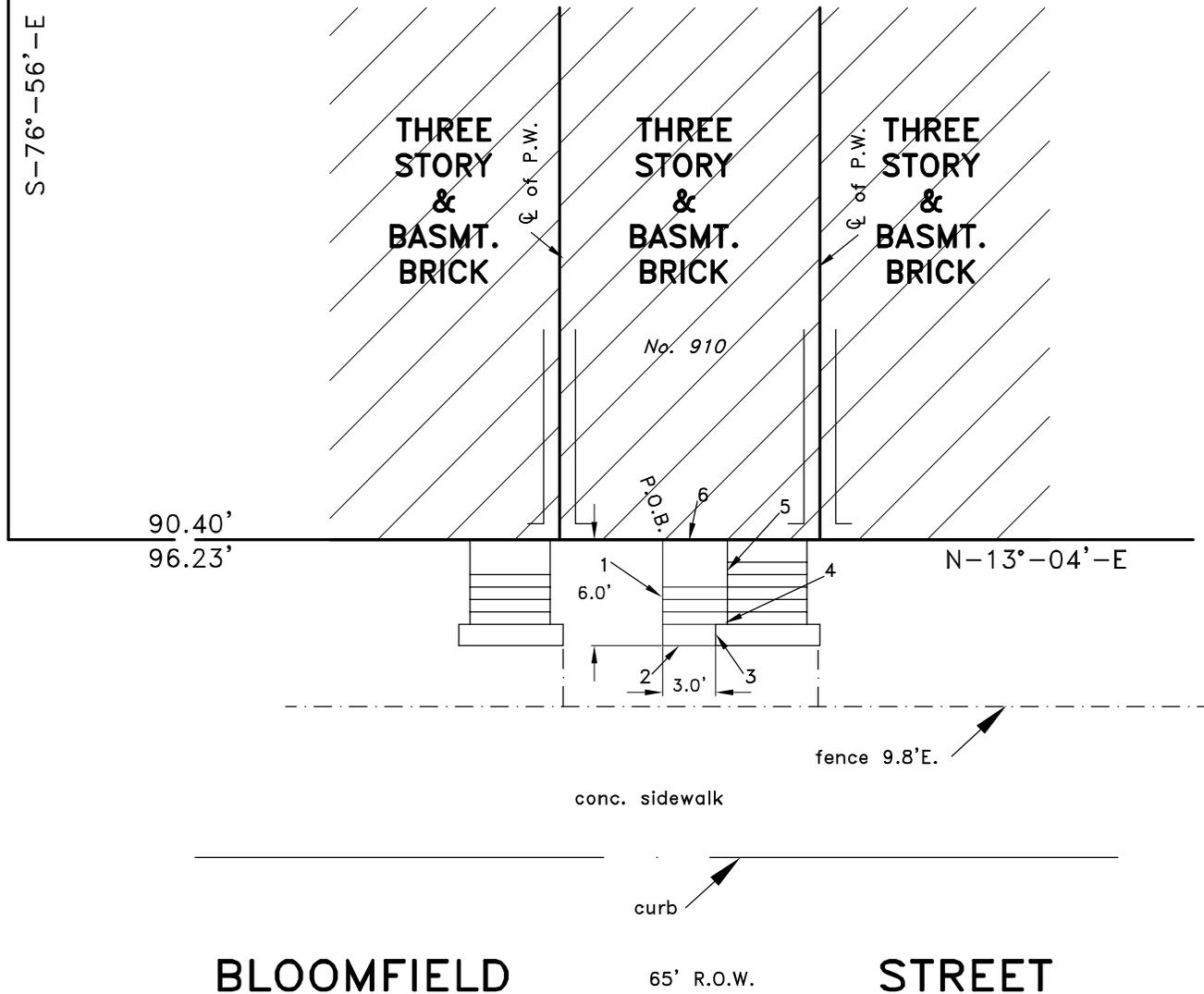


Beginning at a point in the westerly line of Bloomfield Street, a distance of 96.23 feet northerly from the intersection formed by northerly line of Ninth Street with the westerly line of Bloomfield Street and running thence:

1. S-76°-56'-E and on to the R.O.W. of Bloomfield Street, a distance of 6.00 feet to a point, thence
2. N-13°-04'-E and continuing in the R.O.W. of Bloomfield Street, a distance of 3.00 feet to a point, thence
3. N-76°-56'-W and continuing along the R.O.W. of Bloomfield Street, a distance of 1.20 feet to a point, thence
4. N-13°-04'-E and continuing along the R.O.W. of Bloomfield Street, a distance of 0.67 feet to a point, thence
5. N-76°-56'-W and continuing along the R.O.W. of Bloomfield Street, a distance 4.80 feet to a point in the westerly line of Bloomfield Street,
6. S-13°-04'-W continuing along the westerly Line of Bloomfield Street, a distance 3.60 feet to a point, said point of being the point or place of beginning.

This description is for a proposed steps added into the R.O.W. of Bloomfield Street at 910 Bloomfield Street, Hoboken, N.J.

NINTH STREET



PROPOSED SKETCH FRONTING PROPERTY

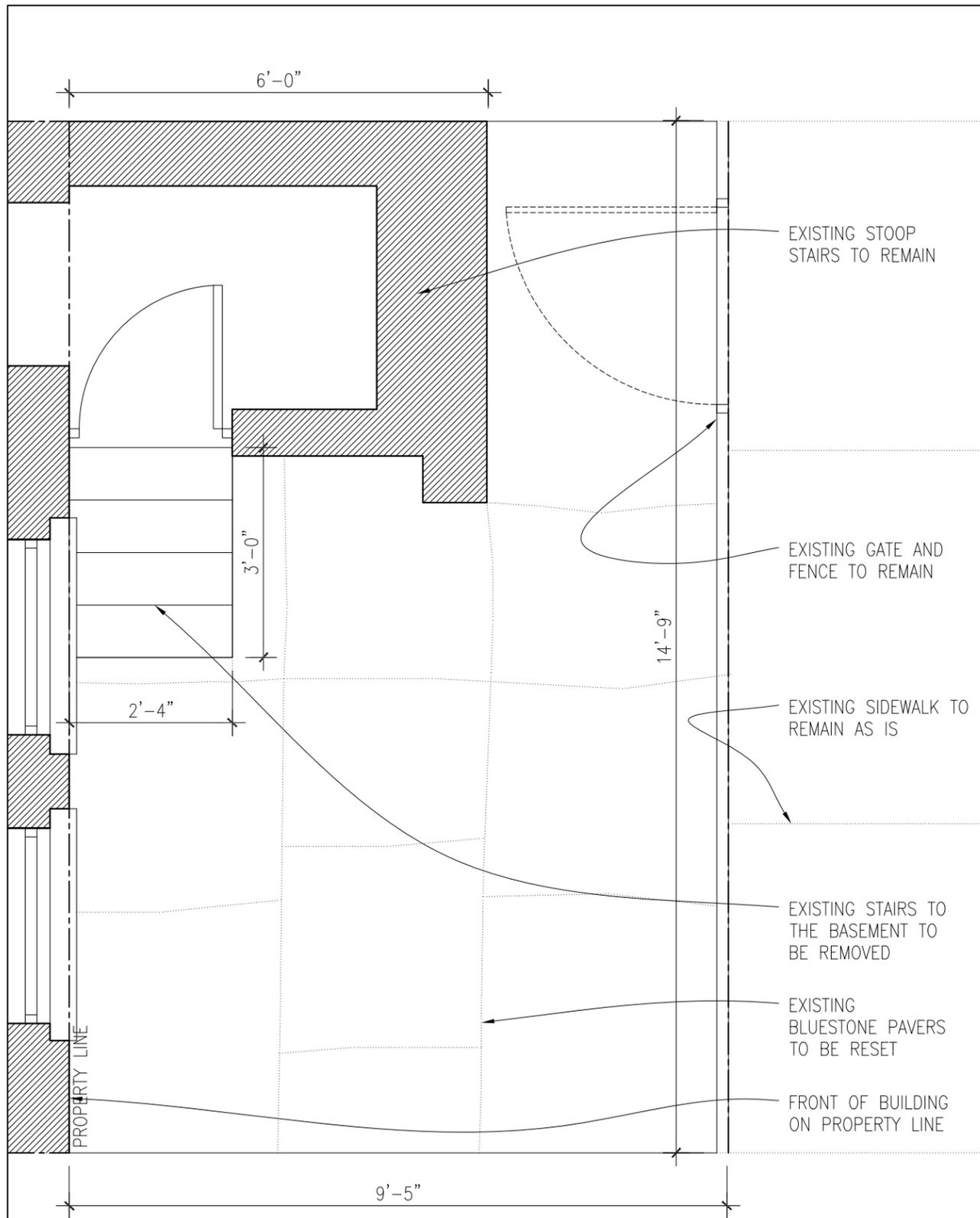
LOCATED AT **910 BLOOMFIELD STREET**
HOBOKEN, HUDSON CO., N.J.

BLOCK 196
LOT 44
DATE NOV. 12, 2012
SCALE 1 INCH = 10 FEET

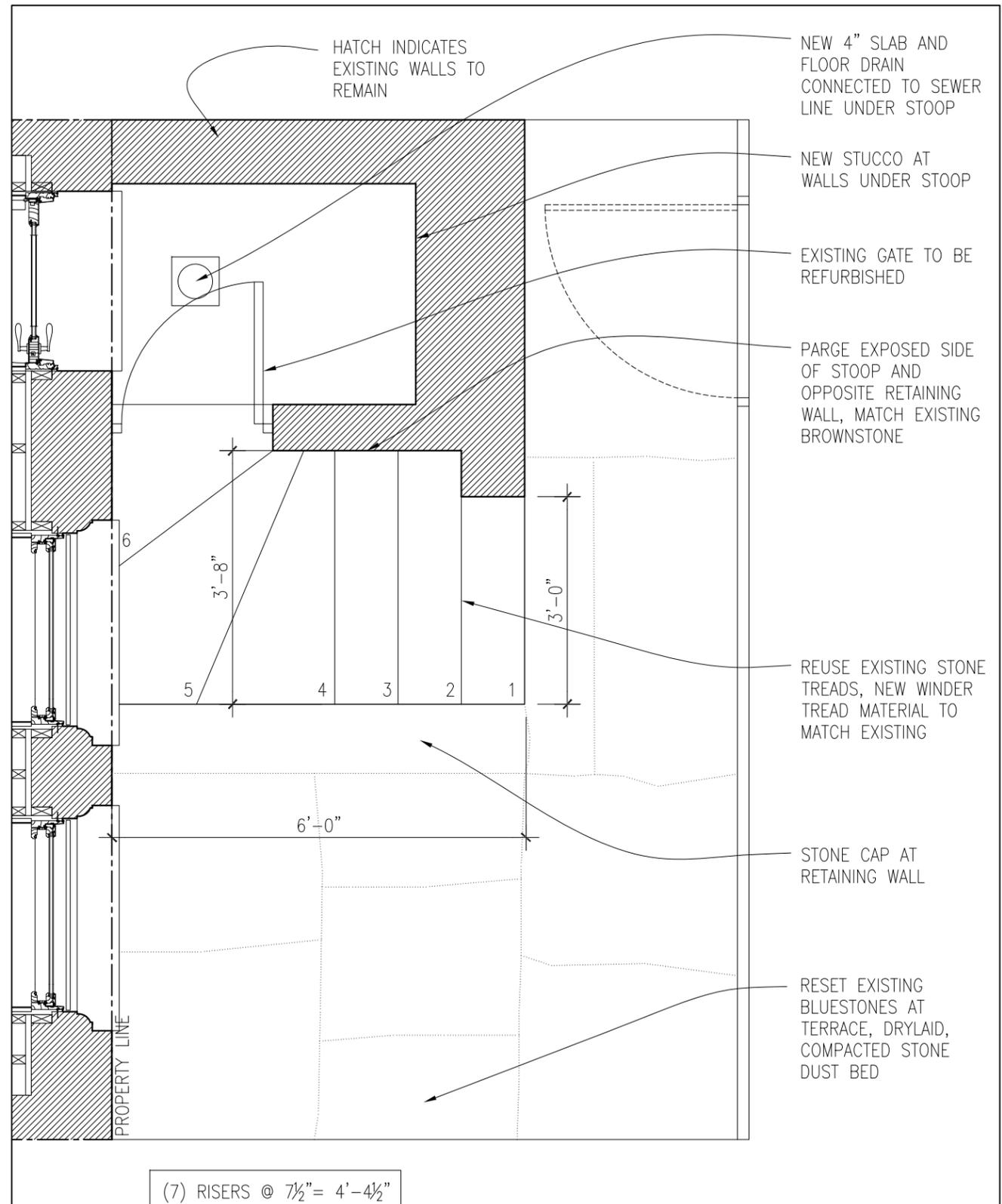
A written "Waiver and Direction Not to Set Corner Markers," has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 13:40-5.1(d).

THIS SURVEY IS NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION. IT IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. THE CERTIFICATION IS MADE ONLY TO THE PARTIES NAMED HEREON, AND IS NONTRANSFERABLE. BEARINGS ARE RELATIVE.

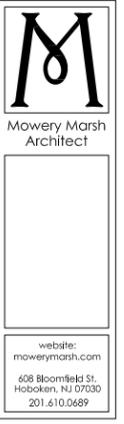
P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO. 16757



1 EXISTING FRONT STOOP SCALE: 1/2"=1'-0"



2 PROPOSED BASEMENT STAIRS SCALE: 1/2"=1'-0"



Plapinger-Berger Renovation
910 Bloomfield Street, Hoboken

DATE
11 05 12

SHEET NUMBER

L1

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 5,516.17**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Malbacho, Brian & Liyan 159 Newark St #4D Hoboken, NJ 07030	186/8/C004D	159-161 Newark St	4/12	\$ 2,368.27
Phillips, Joshua R 847 Garden St Hoboken, NJ 07030	195/23	847 Garden St	4/11	\$ 3,147.90

Meeting December 5, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT**

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$14,583.68**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
James & Patrice Donohue 86 Madison Street #B Hoboken, NJ 07030	16/25.02/C000B	86 Madison St	2011	\$ 1,293.88
Horn, Turnbach LLC 229 Washington Street Toms River, N J 08753	189/9	219 Garden St	2010	\$ 1,423.50
Stavitsky & Associates 350 Passaic Avenue Fairfield, NJ 07004	201/18	232-234 Washington St	2010	\$ 4,745.00
Stavitsky & Associates 350 Passaic Avenue Fairfield, NJ 07004	201/18	232-234 Washington St	2011	\$ 6,931.50
Horn, Turnbach LLC 229 Washington Street Toms River, N J 08753	221/24/C0509	1000-12 Hudson St	2010	\$ 189.80

Meeting: December 5, 2012

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced by: _____

Second by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AUTHORIZING ASSIGNMENT

WHEREAS, N.J.S.A 54:5-113 authorizes assignment by a municipality of tax sale certificates for the full amount of the certificate, including all subsequent municipal taxes and other municipal charges; and,

WHEREAS, David Radlin has presented an offer to purchase, by assignment, Certificate of Sale #3175 which was issued to the City of Hoboken at a tax sale held October 30, 1985, on Block 34, Lot 37, known as 116 Park Avenue Rear, Hoboken, NJ and assessed to Hoboken Land Improvement Co., in the amount of \$2,359.02, being the full amount of the certificate, including all subsequent municipal taxes and other municipal charges.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hoboken hereby authorizes the Mayor and City Clerk to execute the necessary assignment document to effect assignment of the above-referenced Certificate of Sale.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector.

Meeting: December 5, 2012

Approved as to Form:

Corporation Counsel

Sharon Curran, Tax Collector

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: ____

**RESOLUTION AUTHORIZING CANCELLATION OF MUNICIPAL TAX CERTIFICATES
#AA3296 AND #003296 DUE TO ACQUISITION**

WHEREAS, Municipal Tax Certificates of Sale #AA3269 and #003269 were issued to the City of Hoboken for delinquent taxes on Block 139, Lot 3, assessed to New Jersey Transit, at a tax sale held on 04/3/1998 (#AA3269) and 12/03/1986 (#003269); and,

WHEREAS, the assessed owner, New Jersey Transit, have donated said property to public use on behalf of the State of New Jersey, as evidenced by the property deed.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby authorizes the Mayor and Administration to endorse Certificates of Sale #AA3269 and #003269 for cancellation pursuant to N.J.S.A. 54:5-111.1 et seq..

MEETING: December 5, 2012

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

CHAPTER 12

CANCELLATION OF CERTIFICATE
HELD BY MUNICIPALITY

N.J.S.A. 54:5-111.1 through N.J.S.A. 54:5-111.4

CANCELLATION DUE TO ACQUISITION

N.J.S.A. 54:5-111.1. Execution of certificate of cancellation.

When a municipality has or shall have acquired a lien, against any lands in this State, or against any interest, right, title or estate therein, by tax, assessment or sale for taxes, assessments, or other municipal charges and has or shall have become the purchaser at a tax sale, held to enforce the collection of such lien, and has or shall have become the holder of the certificate of such tax sale, and has or shall have acquired said lands or any right, title, interest or estate therein and the equity of redemption thereof, by purchase or otherwise, without having taken or completed proceedings to enforce such lien or to foreclose the right of redemption, the governing body of the municipality, may, by resolution, authorize and direct such officer or officers of the municipality, as shall be designated in the resolution, to execute a certificate of cancellation of the lien and of the certificate of tax sale which certificate shall recite the acquisition in lieu of enforcement and foreclosure. Such certificate of cancellation may be made by an endorsement upon the certificate of tax sale which is to be canceled.

N.J.S.A. 54:5-111.2. Discharge of lien.

Such certificate of cancellation, when filed or recorded, shall discharge the lands from the lien, tax sale and certificate of tax sale.

N.J.S.A. 54:5-111.3. Filing or recording.

Such certificate of cancellation may be filed or recorded in the same manner and with the same effect as though it were a certificate of redemption of the lands.

N.J.S.A. 54:5-111.4. Fee for filing or recording.

The officer receiving the certificate of cancellation for filing or recording shall be entitled to the same fees as for the filing or recording of a certificate of redemption of the lands.

If a municipality has become the owner of property for which it held a tax sale certificate, but had not started or completed foreclosure of the right of redemption, it may authorize, by resolution the execution of a certificate of cancellation which would recite the acquisition in lieu of enforcement and foreclosure, or endorsement on the certificate of tax sale which is to be canceled. An example would be where the owner of the property deeded (donated) the parcel to the municipality or sold it to the municipality at a low cost rather than having the municipality foreclose the right of redemption. (See Exhibit 12-1 on page 12-2)

EXHIBIT 12-1

**RESOLUTION AUTHORIZING CANCELLATION
OF MUNICIPAL CERTIFICATE DUE TO ACQUISITION**

WHEREAS, Certificate of Sale #99-3 was issued to the Municipality of Anytown for delinquent taxes on Block 21, Lot 34 (66 Mail Street), assessed to John and Jane Doe, at a tax sale held on October 11, 1999; and,

WHEREAS, the assessed owner, John and Jane Doe, have donated said property to the Municipality of Anytown as evidenced by a Quit Claim Deed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Clerk of the Municipality of Anytown are hereby authorized to endorse Certificate of Sale #99-3 for cancellation pursuant to N.J.S.A. 54:5-111.1 et seq.

This is a sample form or document. It is for illustrative purposes only.

New Jersey Transit

NJ Transit Headquarters One Penn Plaza East

Newark

NJ 07105

FROM

TO

Name: Sybil Grimmond

Phone: Fax: 9738634486

2014202082

E-mail: sgrimmond@njtransit.com



Sent: 10/11/12 at: 11:16:36 AM

2 page(s) (including cover)

Subject: HOBOKEN - MUA Liens

Comments:



TOWN OF HOBOKEN – TAX COLLECTOR

Ann – I am trying to get the invoices for the MUA liens paid, however, the check approvers need more information. Following up on our yesterday's request to and receipt from you, kindly provide us with -

- a copy of the municipality's tax map depicting **Block 1.1 Lot 1**; and,
- a copy of each of the Tax Sale Certificates, etc., associated with the redemption statements you provided for **Block 139, Lot 3**, namely,

- **Certificate #AA3296**; and,
- **Certificate #003296**

Please call me should you have any questions/concerns,

Thank you for your continued cooperation and assistance in this matter.

Bill Grimmond, Paralegal A
NEW JERSEY TRANSIT CORPORATION

Phone: **973-491-7768**

FAX: **973-863-4486**

4

Sharon Curran

From: Sharon Curran <Scurran@hobokennj.org>
Sent: Tuesday, October 16, 2012 1:05 PM
To: mlongo@hobokennj.org; Alysia Proko
Subject: FW:
Attachments: 20121016114457825.pdf

Re: Block 139 Lot 3 Prop. Location Foot of Hudson Place Current Owner
of Record: NJ Transit Corp C/O R.E. Office Certificate of Sale#003296
and AA3296

1 Penn Plaza East 7th Fl.

Newark, NJ 07105

Good Morning,

We received a request from NJ Transit for copies of Certificates of Sale and Redemption Statements for the above property. Attached is a Municipal Lien- Taxes and Water- recorded copy of the Tax Sale Certificate 3296- Sale date 12/3/86.
I cannot locate a Certificate of Sale for AA3296-Sale Date 4/3/98.
I have included copies of the lien account maintenance screens showing two separate liens on this property and Lien Redemption Work Sheets showing two separate liens and amounts due. I Was able to find Tax Duplicate from 1985 showing Block 139 Lot 3 and Block 139 Lot 3 Qualifier BLDG.

My first problem is I can only find one recorded Certificate of Sale (3296) Tax Sale Date Dec. 3, 1986. I cannot locate a recorded Certificate of Sale for AA3296 (Water lien) (The lien redemption work sheet indicate a Tax Sale Date 4/3/98).
I called the County Registrar's Office and they said they had no record of Certificate#AA3296 being recorded. The charges on Cert.AA3296 indicate a Certificate of Sale was sold for unpaid water charges. I cannot provide a copy of the original certificate of sale recorded or documentation that a Tax Sale took place 4/3/98.
Without a recorded copy of the cert. of sale how do I prove a municipal lien was placed on this property?

Second -the 1985 Tax Duplicate Shows Block 139 Lot 3 Qualifier: BLDG

Address: Foot of Newark Street Owner: Costa, George % SS Victoria and Block

139 Lot 3 Address: Foot of Hudson Place Owner: New Jersey Transit// On the recorded Certificate Block 139 Lot3 shows the owner as G. Costa c/o S.S. Victoria-G Costa is the owner of Block 139 Lot 3 Qual. BLDG. Is this a valid certificate even if the Qualifier was not included on the certificate of sale?

Certificate: AA3296
 Prop Loc: FOOT OF HUDSON PLACE
 Block/Lot/Qual: 139, 3.
 Sale Date: 04/03/98
 Redemption Calculation Date: 11/23/12
 Include Current Charges: N

Owner: NJ TRANSIT CORP C/O R.E. OFFICE
 Address: 1 PENN PLAZA EAST 7TH FL
 NEWARK, NJ 07105

Type of Lien: Municipal
 Interest Rate: 18.00
 Apr 2: N
 Premium: 0.00

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Water	35,330.12	0.00	35,330.12

#Days: 5270 Per Diem: 17.665060
 Total Certificate: 35,330.12
 Int on Cert: 93,094.87
 Redemption Penalty (6.00 %): 2,119.81
 Total: 130,544.80

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
--------------	----------	------	--------------	---------------	----------	-------	----------	-------

BALANCE TYPE SUMMARY:

Certificate Water
 Total Water

Certificate Total & Subseq. Prin/Penalty	Interest	Total
35,330.12	93,094.87	128,424.99
35,330.12	93,094.87	128,424.99

LIEN REDEMPTION:

Principal: 35,330.12
 Redemption Penalty (6.00 %): 2,119.81
 Interest: 93,094.87
 TOTAL REDEMPTION: 130,544.80
 Total Per Diem: 17.665060

(Note: Current Charges must be met on Municipal Liens.)

PAYMENT OF \$ 130,544.80

PAYMENT MUST REACH THIS OFFICE ON OR BEFORE 11-8-12

PAYMENT MUST BE IN CERTIFIED CHECK OR MONEY ORDER.

PLEASE CONTACT THIS OFFICE BEFORE MAKING PAYMENT AS SUBSEQUENT PAYMENTS MAY BE MADE BY LIEN HOLDER.

PLEASE MAKE PAYABLE TO: CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, NJ 07030

Certificate: 003296
 Prop Loc: FOOT OF HUDSON PLACE
 Block/Lot/Qual: 139, 3,
 Sale Date: 12/03/86
 Redemption Calculation Date: 10/11/12
 Include Current Charges: N

Owner: NJ TRANSIT CORP C/O R.E. OFFICE
 Address: 1 PENN PLAZA EAST 7TH FL
 NEWARK, NJ 07105

Type of Lien: Municipal
 Interest Rate: 18.00
 Apr 2: N
 Premium: 0.00

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	8,250.68	0.00	8,250.68
Cost: 0.00 Total Certificate: 8,250.68 #days: 9308 Per Diem: 4.125340 Int on Cert: 38,398.66 Redemption Penalty (4.00 %): 330.03 Total: 46,979.37			

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#days	Interest	Total

BALANCE TYPE SUMMARY:

Certificate Tax	Certificate Total & Subseq, Prin/Penalty	Interest	Total
Total Tax	8,250.68	38,398.66	46,649.34
		38,398.66	46,649.34

LIEN REDEMPTION:

Principal: 8,250.68
 Redemption Penalty (4.00 %): 330.03
 Interest: 38,398.66
 Recording Fees: 46.50
 TOTAL REDEMPTION: 47,025.87
 Total Per Diem: 4.125340

(Note: Current Charges must be met on Municipal Liens.)

PAYMENT OF \$ 47,025.87

PAYMENT MUST REACH THIS OFFICE ON OR BEFORE 11-8-12

PAYMENT MUST BE IN CERTIFIED CHECK OR MONEY ORDER.

PLEASE CONTACT THIS OFFICE BEFORE MAKING PAYMENT AS
 SUBSEQUENT PAYMENTS MAY BE MADE BY LIEN HOLDER.

PLEASE MAKE PAYABLE TO: CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, NJ 07030

No. 3796 -21829

CHATHAM

CERTIFICATE OF SALE

I, Louis P. Picardo FOR UNPAID MUNICIPAL LIENS COLLECTOR OF TAXES of the taxing district of the CITY of HOBOKEN in the COUNTY of HUDSON

and State of New Jersey, do hereby certify that on the 3 day of Dec, 19 86 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to CITY OF HOBOKEN whose address is 94 WASHINGTON ST HOBOKEN, NJ 07030 for eight thousand two hundred fifty Dollars and 65 cents, the land in said taxing district described as Block No. 139, Lot No. 3, and known as FOOT OF NEWARK Street HOBOKEN, on the tax duplicate thereof and assessed thereon to G. COSTA. 96 S.S. VIKTORIA.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	Amount	Interest	TOTAL Dollars	CENTS
Taxes for 19 <u>85</u>	4556.77	855.03	5411	77
Sewer service charges				
Water service charges				
Assessments for improvements	268.91		268	91
COSTS OF SALE:				
Notice of sale	25			
Making sale	25			
Certificate of sale	50			
Printing, postage, advertisement and acknowledgments				
TOTAL COSTS OF SALE			100	
TOTAL AMOUNT OF SALE			8250	68
PREMIUM (IF ANY) PAID \$				

Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate of 11 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal liens accruing after December 31, 19 85, and assessment installments not yet due, amounting to _____ dollars and interest thereon.

The right to redeem will expire in six months after the service of notice to redeem, except that the right to redeem shall extend for six months from the date of sale or from the date of service of notice where the municipality is the purchaser and extend for two years from the date of sale for all other purchasers.

In Witness Whereof, I have hereunto set my hand and seal this 5 day of Jan, 19 87
STATE OF NEW JERSEY }
COUNTY OF Hudson } ss: Louis P. Picardo Collector of Taxes.

The 37 remembered that on this 5 day of Jan, 19 87 before me
a Louis P. Picardo of New Jersey, personally appeared Louis P. Picardo
Collector of Taxes of the taxing district of HOBOKEN in the County of

HUDSON who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: Anthony Magagnoli
NOTARY PUBLIC OF NEW JERSEY

NOTE: N.J.S.A. 16:15-3. All signatures appearing on the certificate, those of the Collector of Taxes, those of the Notary Public, who takes his acknowledgment, shall be printed, typed or stamped underneath such signature the name of the person that signed.



1 BLOCK NO.	2 LAND DIMENSIONS Building Description ADDITIONAL LOTS ACREAGE	3 PROP CLASS	4 OWNER'S NAME ADDRESS CITY STATE PROPERTY LOCATION	5 BILLING CODE ZIP CODE Tax Map Page	6 LAND IMPROVEMENTS TOTAL VALUE	7 EXEMPTIONS CODE AMOUNT	8 DEDUCTIONS CODE AMOUNT	9 SPECIAL TAX CODES	10 HOMESTEAD EXEMPTION CODE AMOUNT	11 1984 TAX 1985 1ST	12 DED AMT
133	50 X 82.50 COR. 28-1U-C-H .0947	4A	SPINA, PETER & ANN 938 HUDSON ST HOBOKEN, N.J. 1500-1504 PARK AVE.	02225 07030	8000 21600 29600					29600	.00 4901.17 2450.59
134	1810350 FT 2 C-I-H-5C-1-X .4156	4B	JAFFE, NATALIE & EDGAR M RUBIN 151 W 34TH ST RM 1311 NEW YORK CITY, N.Y. 1506-1514 PARK AVE.	10001	27200 128800 156000					156000	.00 25830.48 12915.24
135	3967450 FT 3,4,5B .9108	4B	ALORNA COAT CORP HOLLY DEB CLASSIC 1515 WILLOW AVE HOBOKEN, N.J. 1516-1532 PARK AVE	00660 07030	59400 500600 560000					560000	.00 92724.80 46362.40
136	1858050 FT 28-CB .4265	4B	MADISON 16TH ASSOCIATES 1601 MADISON ST. HOBOKEN, N.J. 1601-07 MADISON ST	07030	24200 107000 131200					131200	.00 21724.10 10862.05
136	4035350 FT STATE TAXED .9264	5A	N.J. JUNCTION R.R. CO. 466 LEXINGTON AVE. NEW YORK, N.Y. 15TH & JEFFERSON ST		0 0 0	EXEMPT RR					.00 .00 .00
136	260050 FT LAND .0597	15C	MAYOR & COUNCIL CITY OF HOBOKEN HOBOKEN, N.J. 16TH & JEFFERSON ST	07030	3500 0 3500	*EXEMPT*					.00 .00 .00
136	21188150 FT 48 & 58 & LAND 8137L18138L1 4.8641	15C	MAYOR & COUNCIL CITY OF HOBOKEN HOBOKEN, NJ 1600-16 JEFFERSON ST	07030	117400 932600 1050000	*EXEMPT*					.00 .00 .00
137	100050 FT LAND GORE .0230	5A	N.J. JUNCTION R.R. CO. 466 LEXINGTON AVE. NEW YORK, NY 1629 JEFFERSON ST		0 0 0	EXEMPT RR					.00 .00 .00
139	18.655 ACRES PIER 1 18.6550	15F	NEW JERSEY TRANSIT 180 BOYDEN AVE MAPLEWOOD, N J SO OF HUDSON PLACE	07040	1095000 538000 1633000	*EXEMPT*					.00 .00 .00
139	6.543 ACS BUS TERMINAL 6.5430	15F	NEW JERSEY TRANSIT 180 BOYDEN AVE MAPLEWOOD, N J SO OF HUDSON ST	07040	285000 450000 735000	*EXEMPT*					.00 .00 .00
139	4.67 ACS PIER 2 4.6700	15F	NEW JERSEY TRANSIT 180 BOYDEN AVE MAPLEWOOD, N J SO OF OBSERVER HIGHWAY	07040	385100 272100 657200	*EXEMPT*					.00 .00 .00
139	3.673 ACRES RAILROAD 3.6730	5A	NEW JERSEY TRANSIT 180 BOYDEN AVE MAPLEWOOD, N J SO OF OBSERVER HIGHWAY	07040	0 0 0	EXEMPT RR					.00 .00 .00
139	3.942 ACRES FERRY BLDG 3.9420	15F	NEW JERSEY TRANSIT 180 BOYDEN AVE MAPLEWOOD, N J FOOT OF HUDSON PLACE	07040	325900 799100 1125000	*EXEMPT*					.00 .00 .00
139	S S VICTORIA BLDG .0000	4A	COSTA, GEORGE SSS VICTORIA FOOT OF NEWARK ST HOBOKEN, N.J. FOOT OF NEWARK STREET	07030	0 26000 26000		28000				.00 4636.24 2318.12
					118600	0				BLK	139
					786000					LOT	3

Frank

No. 3796

21829

CHARTER

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

I, Louis P Picardo, COLLECTOR OF TAXES of the taxing district of the CITY of HOBOKEN in the COUNTY of HUDSON

and State of New Jersey, do hereby certify that on the 3 day of Dec 19 86 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937,

Title 54, Chapter 5, and the amendments and supplements thereto I sold to CITY of HOBOKEN

whose address is 94 WASHINGTON ST HOBOKEN, NJ 07030

for eight thousand two hundred fifty Dollars and 68/100 cents, the land

in said taxing district described as Block No. 139, Lot No. 3

as FOOT OF NEWARK Street HOBOKEN, on the tax duplicate thereof

and assessed thereon to G. COSTA. 90 S.S. VICTORIA.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	Amount	Interest	TOTAL
	Dollars	Cents	Dollars
Taxes for 19 <u>85</u>	456.72	955.05	551 77
Sewer service charges			
Water service charges	2638.91		2638 91
Assessments for improvements			

COSTS OF SALE:	
Notice of sale	25
Making sale	25
Certificate of sale	50
Printing, postage, advertisement and acknowledgements	

TOTAL COSTS OF SALE 100
 TOTAL AMOUNT OF SALE 8250 68
 PREMIUM (IF ANY) PAID \$

Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate of 1 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal liens accruing after December 31, 19 85, and assessment installments not yet due, amounting to _____ dollars and interest thereon.

The right to redeem will expire in six months after the service of notice to redeem, except that the right to redeem shall extend for six months from the date of sale or from the date of service of notice where the municipality is the purchaser and extend for two years from the date of sale for all other purchasers.

In Witness Whereof, I have hereunto set my hand and seal this 5 day of Jan 19 87.
 STATE OF NEW JERSEY
 COUNTY OF Hudson } ss: Louis P Picardo
 Collector of Taxes

Louis P Picardo before me
 a Notary Public of New Jersey, personally appeared Louis P Picardo
 Collector of Taxes of the taxing district of HOBOKEN in the County of HUDSON

who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: Anthony Maguante
 Notary Public of New Jersey

NOTE: NJSA 46:15-3, All signatures appearing on the certificate, those My Commission Expires September 20, 1987 and the Notary Public, who takes his acknowledgment, shall be printed, typed or stamped underneath such signature the name of the person that signed.



01219.00A

Lien Account Maintenance

Block: 139.
 Lot: 3.
 Qual: 003296 T
 Cert: 003296 T

Proploc: FOOT OF HUDSON PLACE
 Owner: NEW JERSEY TRANSIT CORP
 Street: 180 BOYDEN AVE
 City, St: MAPLEWOOD, N J

Zip: 07040-0000

Held By: Municipality
 Tax Years: 1986

Assignment Info

Unredeemed Certificates: 2

Date:
 Amount: .00 Original Certificate
 Record Fee: .00 Interest: 0.00
 Costs: 0.00

Apr2 Flag:

Total: 8,250.68
 Record Fee: 46.50

Redemption Date:

Lien Holder Id: 00001
 Name: CITY OF HOBOKEN

Foreclose Fee: .00

Addr: 94 WASHINGTON STREET
 HOBOKEN NJ 07030-

F2 · Chng PgUp · Prev
 F8 · Bal PgDn · Next
 F9 · Detl F7 · Exit

Current Account Information

Lien Account Maintenance

Block: 139.
Lot: 3.
Qual: AA3296 W
Cert: AA3296 W

Proploc: FOOT OF HUDSON PLACE
Owner: NEW JERSEY TRANSIT CORP
Street: 180 BOYDEN AVE
City,St: MAPLEWOOD, N J

Zip: 07040-0000

Held By: Municipality
Tax Years: 1986

Assignment Info

Unredeemed Certificates: 2

Sale Date: 04/03/98
Percent: 18.00 %
Premium:
Comment:

Date:
Amount: .00
Record Fee: .00

Original Certificate
Principal: 35,330.12
Interest: 0.00
Costs: 0.00

Apr2 Flag:

Total: 35,330.12
Record Fee: 0.00

Redemption Date:

Lien Holder Id: 00001
Name: CITY OF HOBOKEN
Addr:

Foreclose Fee: .00

94 WASHINGTON STREET
HOBOKEN NJ 07030-

F2 . Chng | PgUp . Prev
F8 . Bal | PgDn . Next
F9 . Detl | F7 . Exit

Current Account Information

Certificate: 004242
 Prop Loc: 1 HUDSON PLACE COMPLEX
 Owner: NEW JERSEY RAIL
 Address: HOBOKEN 07030
 Type of Lien: Assign Full Amount
 Interest Rate: 18.00
 Apr 2: N
 Premium: 0.00

Block/Lot/Qual: 1.1 1.
 Safe Date: 12/19/90
 Redemption Calculation Date: 11/19/12
 Holder Name: J & A INVESTMENTS
 Address: P. O. BOX 3053
 HOBOKEN, NJ 07030
 Holder Id: 00066
 Assign Date: 06/22/05

Include Current Charges: N

ASSIGNMENT:

Balance Type	Amount
Water	15,596.73
Cost	0.00
#Days: 2667 Per Diem: 7.798365	Total Assignment: 15,596.73
	Int on Assign: 20,798.24
	Redemption Penalty (2.00 %): 86.37
	Total: 36,481.34

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
--------------	----------	------	--------------	---------------	----------	-------	----------	-------

BALANCE TYPE SUMMARY:

Assignment Water	Assignment Total & Subseq. Prin/Penalty	Interest	Total
Total Water	15,596.73	20,798.24	36,394.97
	15,596.73	20,798.24	36,394.97

LIEN REDEMPTION:

Assignment Total: 15,596.73
 Redemption Penalty (2.00 %): 86.37 (Original Certificate: 4,318.63)
 Subsequent Principal: 0.00
 Interest: 20,798.24
 Recording Fees: 46.50
 Assignment Record Fees: 46.50
 TOTAL REDEMPTION: 36,574.34 Total Per Diem: 7.798365

CITY OF HOBOKEN - TAX COLLECTOR

Ann - Per our discussion of a few minutes ago, please advise -

- if the properties identified as **Block 139, Lot 3** and **Block 1.1 Lot 1** are one and the same property; and,
- if they are not one and the same, who is the owner of record of Block 139, Lot 3; and,
- should NJ TRANSIT be the owner of record of Block 139, Lot 3, are there any outstanding liens and/or tax sale certificates against the property; and,
- if so, would you kindly send me a statement of amount due and owing.

Thank you.

Regarding the assignment of Tax Sale Certificate #004242, I look forward to receiving from you the redemption statement revised as to name of the assignee.

(Block 1.1 Lot 1 Assigned to TFA Investments)

Thank you for your courtesies, cooperation, and assistance in these matters.

Bill Grimmond
Phone 973-491-7768
973-863-4486

put below
council
to understand both
B139
L3

→ NUTTRANSIT'S request for info → putting us on notice of unvalued cuts
↳ need reso to cover the certificates

NO TRANSIT request for information

cert # 003296 12/3/86

S.C. now found A13296 4/3/98

whether was ever assigned

no certificate of sale
✓ county has no record of cert either

there was no sale in
✓ < April of 1998 in SC records

in June 1998 LP did have sale including water.

✓ all water lion

per LP's request looked in index book and it was not assigned

EC thinks the AA were subsequent changes that should have accrued to the original num.
LUN

issue → no paperwork in the depart
went to back AK claim

called state - they want the 1985 tax dup.

Plus = original certificate did not include
qualifier → even recorded

CHAPTER 13

ASSIGNMENT OF
TAX SALE CERTIFICATESN.J.S.A. 54:112 through N.J.S.A. 54:5-129

ASSIGNMENT - GENERALLY

Sale of property acquired by municipalities at tax sales is more commonly referred to as "assignment" of tax sale certificates. Generally speaking, there are "private" sales for the full amounts owed to a municipality and "public" sales which may be for the full amount or a lesser amount.

PRIVATE SALE METHODS

ASSIGNMENT OF MUNICIPAL TAX LIENS

N.J.S.A. 54:5-112. Sale; procedure.

When a municipality has or shall have acquired title to real estate by reason of its having been struck off and sold to the municipality at a sale for delinquent taxes or assessments, the governing body thereof may, by resolution adopted by a majority thereof by roll call, sell such real estate at private sale to such person and for such sums, not less than the amount of municipal liens charged against the same, as shall seem to be to the best interest of the municipality. Upon the adoption of the resolution and the payment of the consideration as stated therein, the officers of the governing body authorized by resolution shall make, execute, acknowledge and deliver a deed without covenants to the purchaser, which deed shall vest in the purchaser all of the right, title and interest of the municipality in the real estate therein described. The deed need not contain any recitals, except a statement of the actual consideration. Such sales shall not include real estate, title to which has been perfected by the municipality. Any and all further or additional assignments of the tax sale certificates shall be promptly recorded in the office of the county clerk or register of deeds, as the case may be, of the county wherein the real property is situated, and a photocopy of the recorded assignment shall be served upon the local tax collector by certified mail, return receipt requested. When assignments have not been recorded and served upon the tax collector, the tax collector and the municipality shall be held harmless for the payment of any redemption amounts to the holder of the tax sale certificate as appears on the records of the tax collector.

Under this statutory provision, the municipality, by resolution, "sells" the real estate at private sale to any person, for the full amount of municipal liens against it, as seems to be in the best interest of the municipality. Although the statute makes reference to a "deed," it is really referring to the tax sale certificate. The assignment document transfers the rights of the

municipality (to foreclosure) in the real estate to the purchaser. The certificate of assignment contains no recitals, except a statement of the amount paid. If a redemption were to be made, the redemption monies would be to the person who had purchased the certificate under this method of sale/assignment. This method of "sale" is not to be used in connection with property on which the municipality has already foreclosed.

Recent revision to this statute indicates that when lienholders sell (assign) a tax sale certificate, they must record the assignment with the County Clerk and notify the Collector via certified mail, return receipt requested, with a photocopy of the recorded assignment. If a lienholder fails to do this, the Collector and the municipality are held harmless against paying redemption proceeds to the original lienholder.

ASSIGNMENT FOR FULL AMOUNT OF LIEN (See Exhibit 13-1 on page 13-26)

N.J.S.A. 54:5-113. Municipality may assign tax certificate at private sale.
When a municipality has or shall have acquired title to real estate by reason of its having been struck off and sold to the municipality at a sale for delinquent taxes and assessments, the governing body thereof may by resolution authorize a private sale of the certificate of tax sale therefor, together with subsequent liens thereon, for not less than the amount of liens charged against such real estate. The sale shall be made by assignment executed by such officers as may be designated in the resolution. When the total amount of the municipal liens shall, at the time of the proposed sale or assignment, exceed the assessed value of the real estate as of the date of the last sale thereof for unpaid taxes and assessments, the certificates, together with subsequent liens thereon, may be sold and assigned for a sum not less than such assessed value. Any and all further or additional assignments of the tax sale certificates shall be promptly recorded in the office of the county clerk or register of deeds, as the case may be, of the county wherein the real property is situate, and a photocopy of the recorded assignment shall be served upon the local tax collector by certified mail, return receipt requested. When assignments have not been recorded and served upon the tax collector, the tax collector and the municipality shall be held harmless for the payment of any redemption amounts to the holder of the tax sale certificate as appears on the records of the tax collector.

The most frequently used method of assignment is whereby the municipality adopts a resolution authorizing a private sale of the certificate of tax sale, together with all subsequent liens for the full amount of the certificate and subsequent liens, except as provided in the Bulk Sale of Tax Lien section which follows. The governing body, in its resolution, authorizes an officer of the municipality (usually, but not necessarily, the Tax Collector) to execute the sale. If the total amount of the municipal liens is more than the assessed value of the property, then the certificate may be sold for the amount of the assessed value. The purchaser of the certificate has all the same rights he would have had if he had purchased the certificate at the tax sale. In addition, even if the certificate was issued prior to March 28, 1991, the purchaser is entitled to the

2%, 4% or 6% (as appropriate) redemption fees because the certificate was originally struck off to the municipality.

This statute also indicates that when lienholders sell (assign) a tax sale certificate, they must record the assignment with the County Clerk and notify the Collector via certified mail, return receipt requested, with a photocopy of the recorded assignment. If a lienholder fails to do this, the Collector and the municipality are held harmless against paying redemption proceeds to the original lienholder. (See Assignment Document - Exhibit 13-4 on page 13-29)

PROCEDURE FOR ASSIGNMENT FOR FULL AMOUNT DUE

N.J.S.A. 54:5-114. Notice mailed to owner; publication and posting.

Before the assignment of the certificate shall be authorized notice shall be mailed to the owner at the address appearing on the tax books of the municipality at least five days prior to the taking of action by the governing body and public notice shall be posted in three public places in the municipality at the time of the mailing of the notice. In municipalities having over five thousand inhabitants the notice shall be published at least once in a public newspaper published or circulated in the municipality within five days prior to taking action.

Before the municipality affirms the sale of the certificate, the Collector must mail a notice of the potential assignment to the owner at the address appearing on the tax duplicate at least five days before the governing body takes the action to assign the certificate. Also, notice of the assignment must be posted in three public places in the municipality (at the same time as notifying the owner). If the municipality has a population of over 5,000 persons, the same notice must be published at least one time, within five days prior to the governing body's pending action, in a newspaper published or circulated within the municipality. The sale/assignment is consummated by way of an assignment document together with the actual certificate which is turned over to the new lienholder by the municipality. If a redemption is made after the assignment, the redemption monies are paid to the person who had purchased the certificate under this method of sale/assignment. (See Exhibits 13-2 and 13-2 on pages 13-28 and 13-29)

PUBLIC SALE METHODS

BULK SALE

N.J.S.A. 54:5-113.1. Municipalities; conditions for acceptance of bond or note as partial consideration for tax sale certificates.

In connection with a sale of one or more certificates of tax sale pursuant to R.S.54:5-113, the governing body of a municipality, either on its own or jointly with other municipalities, may accept, as partial consideration for the sale of such a certificate or certificates, which may be sold separately or in bulk with other such certificates as determined by resolution of the governing body or bodies, a bond, note or other obligation of the

Block 34 Lot 37
cont 3175

110 Park Ave R

adjacent property owners
wants assignment of lien
(municipal lien)

↳ Lien has been sitting
since 1985

↳ \$2338.40 as of
Nov 7th

wants assignment of NSK 54:112

SC is advertising notice for

Nov 7th meeting - in accord

accord with the law

cont a regular mail

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION FOR \$25,000
FROM THE LOWE’S CHARITABLE AND EDUCATION FOUNDATION FOR
REPAIRS TO THE COMMUNITY GARDENS AT 3RD STREET AND JACKSON
STREET NECESSARY AS A RESULT OF HURRICANE SANDY**

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally approves the grant applications for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the Lowe’s Charitable and Education Foundation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 2012

City Clerk

My signature and the Municipal Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL

City Clerk

Mayor

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION FOR \$5,000.00 FOR FUNDING FROM THE HOME DEPOT COMMUNITY IMPACT GRANT PROGRAM FOR VOLUNTEER-LED EFFORTS TO IMPROVE THE PHYSICAL HEALTH OF THE COMMUNITY AND RECOVER FROM HURRICANE SANDY

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally approves the grant applications for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the Home Depot Foundation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 2012

City Clerk

My signature and the Municipal Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL

City Clerk

Mayor

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION FOR \$50,000.00 TO THE BRUNER FOUNDATION 2013 RUBY BRUNER AWARD FOR URBAN EXCELLENCE PROGRAM IN RECOGNITION OF, AND THE MAKE IMPROVEMENTS TO, THE URBAN BUILT ENVIRONMENT AT HUDSON PLACE

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally approves the grant applications for the above stated projects.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the Bruner Foundation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 2012

City Clerk

My signature and the Municipal Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL _____
City Clerk Mayor

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED BEYER FORD FOR REPLACEMENT OF
VEHICLES AND VEHICULAR EQUIPMENT DUE TO
DAMAGE AND DESTRUCTION OF ORIGINAL VEHICLES
AND EQUIPMENT OF THE CITY IN THE WAKE OF
HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED ONE
HUNDRED TWENTY NINE THOUSAND THREE HUNDRED
FOUR DOLLARS (\$129,304.00) FOR GOODS TO BE
PROVIDED WITHIN SIXTY DAYS (60) OF TRANSMISSION
OF THIS ACCEPTANCE OF THEIR OFFER**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with a Middlesex County Cooperative Process approved vendor (#15-C / Item 8) of commercial vehicles and accessory equipment for the City for necessary replacement commercial (municipal) vehicles and accessories resulting from the damage and destruction of many municipal vehicles during the hurricane, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Beyer Ford for the PURCHASE of four (4) 2013 Ford F-350 4WD Reg Cab SRW 137" XL's following Hurricane Sandy, and the Council now seeks to ratify the award of the contract to Beyer Ford for a total contract amount of One Hundred Twenty Nine Thousand Three Hundred Four Dollars (**\$129,304.00**), for goods to be provided within sixty (60) days of transmission of this acceptance of their offer; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$129,304.00 is available in the following appropriation 2-01-46-870-015 in the CY2012 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 CY2012; 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 emergency PURCHASE contract with the below listed vendor is authorized and ratified for an amount not to exceed One Hundred Twenty Nine Thousand Three Hundred Four Dollars (**\$129,304.00**) as follows:

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

2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties, except that the Administration is authorized to PURCHASE an extended warranty on each vehicle purchased under this agreement, subject to certification of funds.
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:

Beyer Ford
d/b/a Beyer Fleet
170 Ridgedale Avenue
Morristown, New Jersey 07962

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: December 5, 2012

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



Beyer Ford

February 9, 2012

To Whom It May Concern:

In December of 2011 the assets of Warnock Ford-Fleet were sold to Celebrity Ford, LLC d/b/a Beyer Ford. With the purchase of these assets Celebrity Ford, LLC d/b/a Beyer Ford will be able to service all contracts and bids attributable to Warnock Ford-Fleet..

Below is the Company information for Beyer Ford:

Celebrity Ford LLC, d/b/a Beyer Ford
170 Ridgedale Ave., Morristown, NJ 07962
FEIN 27-5234130
Telephone # (973) 644-3200

Sincerely,

Steve Keller
Sales Manager

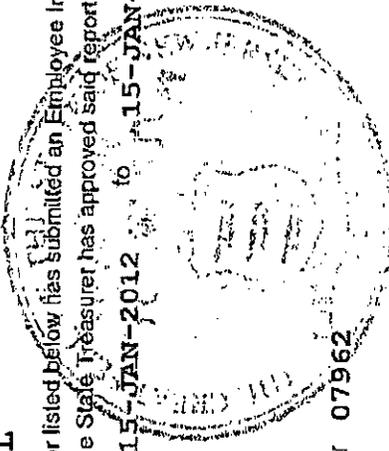
\$129,304

Certification 47955

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JAN-2012 to 15-JAN-2019



CELEBRITY FORD LLC
170 RIDGEDALE AVE.
MORRISTOWN NJ 07962


Andrew P. Sidamon-Einstoff
State Treasurer

BEYER FLEET

2013 Ford F-350 4WD Reg Cab SRW 137" XL MCCPC

CONTRACT # 15-C ITEM #8

- 6.2L SOHC 16-valve EFI NA V8 flex-fuel engine
- TorqShift 6-speed SelectShift auto transmission
- 3.73 axle ratio (REQ: 996 Engine)
- Stationary elevated engine idle control (SEIC)
- Intelligent oil life minder
- Manual transfer case & hubs
- 4-wheel drive
- 72 amp/hr (650 CCA) battery
- 157-amp HD alternator
- Trailer tow pkg
- 12.5K trailer hitch receiver -inc: 2" hitch
- 8' pickup box
- (2) front tow hooks
- Mono-beam front axle w/coil spring suspension
- Rear auxiliary springs
- HD gas shock absorbers
- Front stabilizer bar
- Pwr steering w/steering damper
- 2-ton mechanical jack
- (4) 17" argent painted steel wheels -
- Dual color-keyed vinyl sunvisors
- Black painted steel front bumper
- Black painted rear bumper
- Front fender vents
- Box-rail & tailgate top-edge moldings
- Black molded-in-color grille
- Dual beam jewel-effect headlamps
- Pickup box/cargo lights
- Underhood service light
- Manual telescoping trailer tow mirrors
- Skid Plates
- Roof Clearance Lights
- AM/FM stereo -inc: clock, (2) speakers
- Air conditioning
- HD vinyl 40/20/40 split bench front seat
- Driver manual lumbar support
- Black vinyl full-floor covering
- Color-keyed scuff plates
- (2) aux pwr outlets in instrument panel
- SecuriLock anti-theft ignition
- 3-blink lane change signal
- Pwr 4-wheel disc anti-lock braking system (ABS)
- AdvanceTrac w/roll stability control (RSC)
- Hill start assist control
- Trailer sway control
- Safety Canopy system
- Driver & front passenger front airbags
- Driver & front passenger side airbag/curtain
- SOS post crash alert system
- Color-keyed safety belts w/height adjustable D-rings
- Front center seat integrated restraints (SIR)
- BeltMinder seatbelt-not-buckled chime
- Child seat tethers on passenger seat
- Tire pressure monitoring system
- Solar tinted glass
- Variable intermittent windshield wipers
- Front/rear license plate brackets
- Black door handles
- Removable locking tailgate
- Map lamps
- Glove box
- (4) Upfitter Switches
- Snow Plow Prep Package

Price for Base Vehicle: \$

21,729.00

Options for F-350

3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	390.00
(4) LT245/75R17E All-Season BSW Tires w/ Spare	\$	350.00
Power Equipment Group	\$	895.00
10,000 GVWR Package	\$	250.00
(Delete) Sliding Rear Window	\$	(75.00)
Trailer Plug Installed	\$	185.00
Meyers 8' Snow Plow	\$	4,890.00
Timberance in Front	\$	425.00
Spray-In Bed Liner	\$	550.00
Back Up Alarm	\$	175.00
Rust Proof and Undercoat	\$	490.00
Dome Light	\$	158.00
Stirrup Step	\$	439.00
Amber Strobe Light	\$	395.00
(4) Corner LEDs	\$	695.00
2" Ball and Pintle	\$	385.00

Total \$ **10,597.00**

Budget Total \$ **32,326.00**

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 ② Ford FXP 55,136 -
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