

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

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

MEETING: July 8, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

Introduced By: _____
Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO: _____**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE FILING
OF A DECLARATORY JUDGMENT ACTION IN SUPERIOR COURT
TO CERTIFY ITS HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, on September 26, 2013, the Supreme Court of New Jersey affirmed the Appellate Division’s invalidation of the third iteration of the third round regulations adopted by the Council on Affordable Housing (“COAH”), and sustained their determination that the growth share methodology was invalid, and directed COAH to adopt new regulations based upon the methodology utilized in the first and second rounds. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013) (the “2013 Case”); and

WHEREAS, due to COAH’s failure to adopt the revised regulations and subsequent inaction, Fair Share Housing Center (“FSHC”), a party in the 2010 Case and the 2013 Case, filed a motion with the New Jersey Supreme Court to enforce litigant’s rights; and

WHEREAS, on March 10, 2015 the New Jersey Supreme Court issued its decision on FSHC’s motion to enforce litigant’s rights and found that the COAH administrative process had become non-functioning and therefore returned primary jurisdiction over affordable housing matters to the trial courts. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. (2015) (the “2015 Case”); and

WHEREAS, in doing so, the Supreme Court established a transitional process for municipalities to file a declaratory judgment action with the trial courts seeking to declare their Housing Element and Fair Share Plans as being constitutionally compliant and seeking similar protections to those that the participating municipalities would have received if they had continued to proceed before COAH.

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

1. The City Council hereby directs its Affordable Housing Counsel to draft and file a Declaratory Judgment action in the Superior Court, Hudson County seeking certification of its Housing Element and Fair Share Plan as well as any other relief which may be necessary.
2. All other City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
3. This Resolution shall take effect immediately.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

MEMO

To: Mayor Zimmer

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

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

Date: 6/18/15

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

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

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

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

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

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

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

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

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

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

RDC/amb

941631_1

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A RIGHT-OF-WAY USE AGREEMENT WITH VERIZON WIRELESS TO INSTALL SMALL CELL/oDAS WIRELESS EQUIPMENT ON AN EXISTING UTILITY POLE OWNED BY VERIZON TELEPHONE (661 HOB) WITHIN THE PUBLIC RIGHT-OF-WAY AT APPROXIMATELY 60 HARRISON STREET

WHEREAS, New York SMSA Limited Partnership, dba Verizon Wireless (“VzW”), is a wireless telecommunications company licensed by the Federal Communications Commission (“FCC”) to operate in the State of New Jersey, and is in the business of providing a wireless telecommunications network; and

WHEREAS, VzW desires to locate, place, attach, install, operate and maintain facilities within the City of Hoboken’s (“City”) public right-of-way for purposes of providing telecommunications services; and

WHEREAS, VzW proposes to install small cell/oDAS wireless equipment, including, but not limited to fiber/electric connections to other poles (“Telecommunication Facilities”) on an existing utility pole in the City of Hoboken for purposes of providing telecommunication services; and

WHEREAS, the utility pole that VzW desires to install its Telecommunications Facilities on is numbered 661 HOB and is owned by Verizon New Jersey, Inc. (“VzT”); and

WHEREAS, VzT’s utility pole 661 HOB is located at approximately 60 Harrison Street and is entirely within the public right-of-way; and

WHEREAS, VzW has executed a pole licensing agreement with VzT that grants VzW the right to install the Telecommunications Facilities on VzT’s utility pole 661 HOB, subject to any state or municipal permits; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to grant VzW the non-exclusive right to use the public right-of-way at approximately 60 Harrison Street to own, construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace the Telecommunications Facilities on VzT’s utility pole 661 HOB and for no other purpose whatsoever; and

WHEREAS, the City has agreed to enter into a Right-of-Way Use Agreement with VzW, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12, which Agreement fully expresses the

terms and conditions under which the parties agree to the use and occupancy of the public right-of-way at approximately 60 Harrison Street;

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 authorizes execution of the Right-of-Way Use 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 VzW of the Council’s authorization of this Agreement and acceptance of all the terms and obligations therein.
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 and all steps necessary to effectuate the Agreement.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

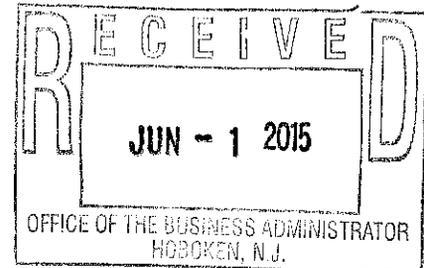
Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				



Sent Via E-Mail and Regular Mail

May 27, 2015

Mr. Stephen Marks
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030



Re: Verizon Wireless
Placement of Small Cell/oDAS Wireless Equipment
Location: 60 Harrison Street
Hoboken, NJ
Our File No. HO-468

Dear Mr. Marks:

Boswell McClave Engineering (Boswell) has received and reviewed your two (2) page-e-mail dated April 27, 2015 containing attached e-mails from Terry Turner, Senior Consultant with Tilson in regard to Verizon Wireless (VZW) placing Small Cell/oDAS Wireless Equipment on a Verizon Telephone Pole (VZT) in the public right-of-way with no equipment to be placed on the ground. We have also received and reviewed a copy of a three (3) page signed Zoning Application dated February 3, 2015 containing a drawing, Sheet C-1, Rev. 2, last revised 2/6/15 entitled, "Pole 661HOB Elevation," as prepared by amec (see attached) and a memorandum from Terry Turner to Ann Holtzman dated February 12, 2014.

Pursuant to Ms. Holtzman's memorandum stating:

VZW is proposing to place small cell/oDAS wireless equipment on an existing utility pole located in the public right-of-way in Hoboken. The pole number is 661HOB and is owned by VZT. The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VZW has executed a pole licensing agreement with VZT that grant VZW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits.

The memorandum further references a conversation between the above referenced parties noting that Ms. Holtzman verbally advised Mr. Turner that no zoning permit was required for VZW to attach small cell equipment on existing utility poles in a public right-of-way and that VZW should proceed with a building permit application."

Mr. Stephen Marks
Municipal Manager
Verizon Wireless
May 27, 2015
Page 2 of 2

Based upon Boswell's review of the above referenced documents, we take no exception to the Placement of Small Cell/oDAS Wireless Equipment, by VZW on a VZT pole at or near 60 Harrison Street, Pole 661HOB as depicted on the drawing contained herein (Sheet Number C-1).

If you require any additional information please feel free to contact our office.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



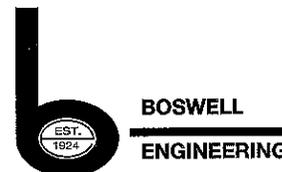
Joseph A. Pomante, P.E.
City Engineer Representative

Attachments

JAP/jmc

cc: Ann Holtzman, Zoning Officer

150527efsL11





TILSON

245 COMMERCIAL STREET – SUITE 203
PORTLAND, MAINE 04101
OFFICE: 207-358-7461 - CELL: 207-956-3440
tturner@tilsontech.com

MEMORANDUM

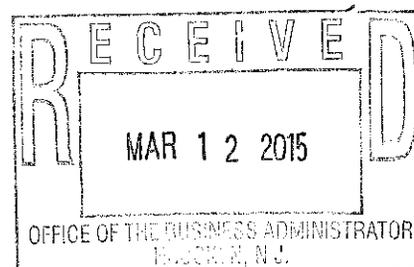
TO: STEPHEN MARKS
FROM: TERRY TURNER 
SUBJECT: VERIZON WIRELESS SMALL CELL/oDAS EQUIPMENT
DATE: MARCH 10, 2015

Attached you will find the requested full sized drawing of the small cell/oDAS wireless equipment that Verizon Wireless (VzW) is proposing to place on an existing utility pole located in the public right-of-way in Hoboken. The pole is numbered 661 HOB and is owned by Verizon Telephone (VzT). The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VzW has executed a pole licensing agreement with VzT that grants VzW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits.

The zoning officer has stated that a zoning permit is not required because it is located in the public right-of-way, but the VzW proposal needs to go to you for review by the city engineer and possible approval by the mayor or the city council. Please advise on the next steps so that Verizon Wireless can apply for a building permit. Thank you.

Correspondence to:

Terry Turner
Tilson Technology
245 Commercial Street – Suite 203
Portland, ME 04101
207-358-7461
tturner@tilsontech.com





TILSON

245 COMMERCIAL STREET – SUITE 203
PORTLAND, MAINE 04101
OFFICE: 207-358-7461 - CELL: 207-956-3440
tturner@tilsontech.com

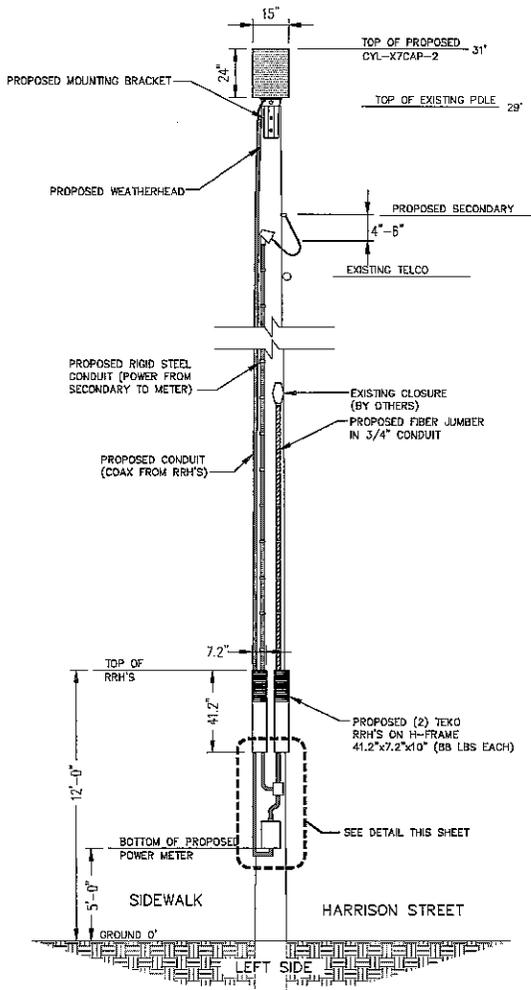
MEMORANDUM

TO: ANN HOLTZMAN
FROM: TERRY TURNER
SUBJECT: VERIZON WIRELESS SMALL CELL/ODAS EQUIPMENT
DATE: FEBRUARY 12, 2014

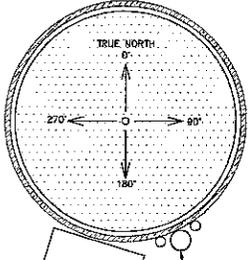
VzW is proposing to place small cell/ODAS wireless equipment on an existing utility pole located in the public right-of-way in Hoboken. The pole is numbered 661 HOB and is owned by Verizon Telephone (VzT). The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VzW has executed a pole licensing agreement with VzT that grants VzW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits. The attached plans depict the equipment to be placed on the above described VZT utility pole

Recently we spoke on the phone and you advised me that no zoning permit was required for Verizon Wireless to attach small cell equipment on existing utility poles in a public right-of-way and that VZW should proceed with a building permit application. VZW has asked for confirmation that a zoning permit is not required for the work depicted in the attached drawings. Could you please confirm that no zoning permit is required? Thank you for assistance.

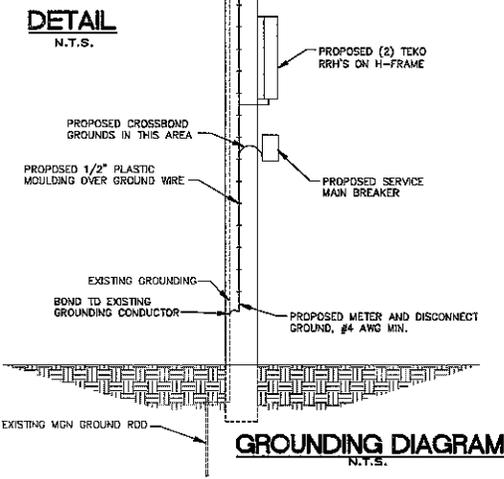
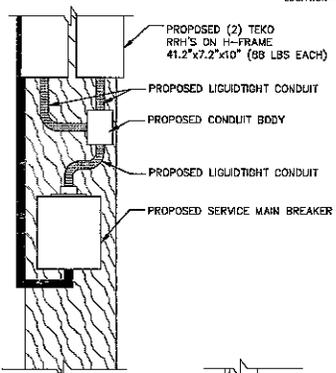
NOTES:
1. ALL WIRE CONDUCTORS SHALL BE #10AWG THWN



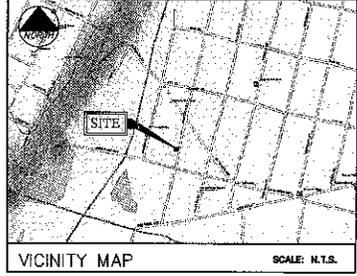
POLE 661HOB ELEVATION
N.T.S.



TELEPHONE POLE TOP VIEW
N.T.S.



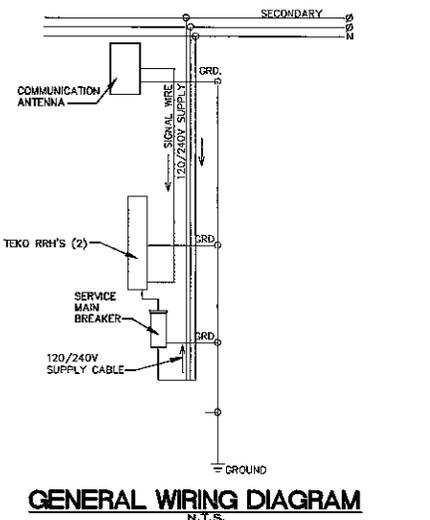
GROUNDING DIAGRAM
N.T.S.



VICINITY MAP SCALE: N.T.S.

GENERAL NOTES

1. SITE NAME: OBSERVER HWY & HARRISON SC
2. SITE LOCATION: 60 HARRISON STREET HOBOKEN, NJ 07030 HUDSON COUNTY
3. POLE OWNER: VERIZON
4. SERVICE AREA: ELCO - PSE&B, TELCO - VERIZON
5. APPLICANT: CELCO PARTNERSHIP D/W/A VERIZON WIRELESS
6. EXISTING POLE LOCATION: LATITUDE: 40.737911 LONGITUDE: -74.042555 GROUND EL. = 6.0±
7. POLE NUMBER: 661HOB



GENERAL WIRING DIAGRAM
N.T.S.

0 1 2 3
ORIGINAL SIZE IN INCHES

PLANS PREPARED FOR:

PROJECT INFORMATION
OBSERVER HWY - HARRISON SC
60 HARRISON STREET
HOBOKEN, NJ 07030
(HUDSON COUNTY)

PLANS PREPARED BY:

541 Congress St. Portland ME 04101
P: (207) 858-2623 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

4944 Vor Plank Road, Clay NY 13041
P: (207) 591-6427 F: (207) 772-3427

SEAL

▲	2/6/15	FOR CLIENT REVIEW
▲	12/05/14	FOR CLIENT REVIEW
▲	9/30/14	FOR CLIENT REVIEW
REV	DATE	ISSUED FOR

PROJECT NO: 3618148348

DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
POLE 661HOB ELEVATION

SHEET NUMBER	REVISION:
C-1	2

**NON-EXCLUSIVE
RIGHT-OF-WAY USE AGREEMENT**

THIS RIGHT-OF-WAY USE AGREEMENT (“Use Agreement”) is dated _____, 2015 (the “Effective Date”), and entered into by and between the City of Hoboken (hereinafter designated as “City”), a New Jersey municipal corporation, having its address at 94 Washington Street, Hoboken New Jersey, 07030, and New York SMSA Limited Partnership, dba Verizon Wireless with a principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter designated as “VzW”). City and VzW from time to time shall each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, VzW is a wireless telecommunications company licensed by the Federal Communications Commission (“FCC”) to operate in the State of New Jersey, and is in the business of providing a wireless telecommunications network; and

WHEREAS, VzW desires to locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, VzW proposes to install small cell/oDAS wireless equipment, including, but not limited to fiber/electric connections to other poles (“Telecommunication Facilities”) on an existing utility pole in Hoboken for purposes of providing telecommunication services, as shown on the plan attached hereto as Exhibit A which depicts the proposed Telecommunication Facilities, utility pole, public right-of-way and other relevant features; and

WHEREAS, the utility pole that VzW proposes to install its Telecommunications Facilities on is numbered 661 HOB and is owned by Verizon New Jersey Inc. (“VzT”); and

WHEREAS, VzT’s utility pole 661 HOB is located at approximately 60 Harrison Street, and is entirely within the City’s public right-of-way; and

WHEREAS, VzW has executed a pole licensing agreement with VzT that grants VzW the right to install the Telecommunications Facilities on VzT’s utility pole 661 HOB, subject to any state or municipal permits (the “Pole Agreement”); and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to grant VzW the right to use the public right-of-way at approximately 60 Harrison Street to own, construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace the Telecommunications Facilities on VzT’s utility pole 661 HOB; and

WHEREAS, the City has agreed to enter into this Use Agreement pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12; and

WHEREAS, the consent granted herein is for the non-exclusive use by VzW of the public right-of-way at approximately 60 Harrison Street for the purposes set forth herein and for no other purpose whatsoever;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereby agree to and with each other as follows:

Section 1. Definitions.

- a. “All Applicable Laws” shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.
- b. “VzW” is the grantee of rights under this Right-of-Way Use Agreement and is known as Verizon Wireless, its successors and assigns.

- c. “NJBPU” is the New Jersey Board of Public Utilities.
- d. “Public Utility” means any public utility defined in N.J.S.A. 48:2-13.
- e. “Right-of-Way” means the area devoted to passing under, over, on or through lands with public utility facilities.
- f. “City” is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.
- g. “Utility Pole” means, in addition to its commonly accepted meaning, any wires, cable or other equipment connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

The City hereby grants VzW its consent for the non-exclusive use of the public right-of-way at approximately 60 Harrison Street for the purpose of owning, constructing, attaching, installing, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing the Telecommunications Facilities on VzT’s utility pole 661 HOB. The consent granted herein shall be for the performance of work within City’s right-of-way only as depicted in Exhibit A, and subject to the notification and coordination provisions of Section 4 herein.

Section 3. Termination.

Either Party may terminate this Use Agreement upon forty-five (45) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, if such default has not been cured within forty five (45) days of the receipt of such written notice of default; provided such cure period shall be extended if the nature of the cure is such that it reasonably requires more than forty five (45) days and the defaulting party commences the cure within the forty five (45) day period and thereafter continuously and

diligently pursues the cure to completion. Provided however, that the grace period for curing a monetary default shall be ten (10) days from receipt of notice.

Section 4. Project Description.

This Use Agreement shall only entitle VzW to install its Telecommunications Facilities on VzT's utility pole 661 HOB in the public right-of-way at approximately 60 Harrison Street as depicted in Exhibit A. **Any construction undertaken for the purposes described herein shall require fifteen (15) days prior written notice by VzW to the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking, and compliance with All Applicable Laws. VzW shall provide a written description of the construction to be undertaken, including a construction schedule and site plan which depicts the intended location of the Telecommunications Facilities, utility pole 661HOB, the public right-of-way at approximately 60 Harrison Street, and any other relevant features, and shall coordinate the timing of the proposed work with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, VzW or its authorized contractor shall notify and coordinate the planned activities with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking and, in addition to any other permits as may be required by Applicable Law, obtain a road opening permit and/or street closure permit from the City, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Hoboken City Code as the same may be amended from time to time regarding such road opening permits. VzW shall coordinate any proposed trenching activities to coincide with the City's estimated road opening schedule for Harrison Street, which is included in**

the schedule attached hereto as Exhibit B, such that VzW is required to undertake trenching activities within Harrison Street prior to the City undertaking its planned road work. It is expressly understood and agreed that the Harrison Street road opening schedule, as set forth in Exhibit B, is an estimated schedule and that the dates set for the therein may change due to foreseeable and unforeseeable circumstances. Accordingly, VzW shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of VzW's intent to open Harrison Street and/or the sidewalk prior to commencing said work to allow the City the opportunity to approve or reject said opening. In accordance with Hoboken City Code 168-60A, VzW shall not be permitted to trench within Harrison Street for a period of sixty (60) months after completion of the City's planned road work.

VzW shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of the completion of construction. Upon completion of construction and installation of the Telecommunications Facilities, VzW shall provide the City Engineer with two (2) copies of as-built drawings showing the location of the Telecommunications Facilities, utility pole 661HOB, the public right-of-way at approximately 60 Harrison Street, and any other relevant features including any manholes or handholes in the right-of-way.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to VzW under this Use Agreement, which shall be exercised at VzW sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal right-of-way exclusively or concurrently with any other person or persons, **and shall be further subject to all deeds,**

easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal right-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in VzW a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property and VzT (as the owner of existing utility pole 661 HOB), which shall be the sole responsibility of VzW to undertake and obtain, the City hereby authorizes and permits VzW to enter upon the City's right-of-way at approximately 60 Harrison Street to construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its Telecommunications Facilities on utility pole 661 HOB.

VzW, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water lines, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

VzW acknowledges its willingness to cooperate with the City and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the City. VzW's Telecommunications Facilities shall be relocated, adjusted or supported as required for any future improvements constructed on behalf of the City (but not by the City for any third party's benefit) in the public right-of-way by VzW at no cost to the City. In the event that VzW desires to relocate its Telecommunications Facilities from the area

depicted in Exhibit A, the City agrees that it will use its best efforts to accommodate VzW's relocation request.

Whenever the installation, removal, repair or relocation of VZW's Telecommunications Facilities is required or permitted and such installation, removal, repair or relocation shall cause the public right-of-way to be damaged, VzW, at its sole cost or expense shall promptly repair and return the public right-of-way to its condition as of the day of the installation of the Telecommunications Facilities, subject to normal wear and tear and damage beyond VzW's control. If VzW does not repair the public right-of-way as required, the City shall have the option, upon thirty (30) days written notice to VzW to perform or cause to be performed such reasonable and necessary work on behalf of VzW and to charge VzW for the reasonable costs incurred by the City. Upon the receipt of the demand for payment, VzW shall promptly reimburse the City for such cost within ten (10) days of receipt of an invoice. VzW shall be liable for any and all reasonable costs and fees associated with reimbursement, including, but not limited to, interest at prevailing rates if the City is not paid within ten (10) days of receipt of an invoice by VzW.

Whenever VzW's Telecommunications Facilities are modified, VzW shall provide the City with a revised Exhibit A which depicts the modifications to the Telecommunications Facilities.

Section 6. Compliance with All Applicable Laws.

VzW shall comply with All Applicable Laws, including those ordinances that may be adopted by the City pertaining to the installation of telecommunications services in the public rights-of-way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the public rights-of-way.

Section 7. Municipal Costs.

VzW agrees to pay the reasonable costs incurred by the City by reason of VzW's application to install its Telecommunications Facilities within the public right-of-way, including, but not limited to, the City's reasonable attorneys' fees for the negotiation and preparation of this Use Agreement and the accompanying Resolution authorizing its execution in the amount of \$2,500. In consideration of the foregoing VzW also agrees to pay the following sums to the City:

7.1 \$1,000 administrative fee for the consideration of VzW's application to own, construct, attach, install, operate, and maintain its Telecommunications Facilities within the City's public right-of-way as depicted in Exhibit A.

7.2 \$500 administrative fee for the submission of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A. At the time of the submittal of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A, VzW shall also submit to the City an updated Exhibit A which depicts VzW's existing and proposed modified or expanded occupancy. VzW acknowledges that it must adhere to the notification, coordination and permitting requirements set forth in Sections 4, 5 and 6 herein.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall extend for an initial term of five (5) years commencing on the Effective Date. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless VzW terminates it at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term

Section 9. Intentionally Omitted.

Section 10. Indemnification.

VzW, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of VzW, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful or intentional misconduct of the City or its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, it being expressly understood that the City has not waived its rights or immunities pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be reasonably incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the activities of VzW, its successors and assigns, pursuant to the rights granted in this Use Agreement.

Section 10. Notices.

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To VzW at:	New York SMSA Limited Partnership, dba Verizon Wireless 180 Washington Valley Road Bedminster, NJ 07921 Attn: Network – Real Estate
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To the Municipality: City of Hoboken
 94 Washington Street
 Hoboken, New Jersey 07030
 Attn: Municipal Clerk

With a copy to: Office of Corporation Counsel
 94 Washington Street
 Hoboken, NJ 07030

Section 11. Liability Insurance.

VzW shall at all times maintain at its own cost and expense a commercial general liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars (\$5,000,000.00) insuring VzW for liability for any bodily injury (including death) and property damage including personal and advertising injury and naming the City as an additional insured as their interests may appear under this agreement. VzW shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance in compliance with the statutory requirements of the State of New Jersey and employer’s liability insurance in an amount of Five Hundred Thousand Dollars (\$500,000.00) each accident/disease/policy limit.

Prior to the commencement of any work pursuant to this Use Agreement, VzW shall file with the City Certificates of Insurance evidencing the coverages required herein. VzW shall use its best efforts to assure that the City shall receive thirty (30) days notice prior to the cancellation of the policies of insurance required herein. VzW will provide the City with proof of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The City shall notify VzW within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of VzW’s or its sub-contractors’, agents’, employees’, officers’, servants’, designees’, guests’ and invitees’ activities pursuant to the rights granted in this Use Agreement.

Section 12. Assignment.

VzW may sell, assign or transfer this Use Agreement without the need for any approval or consent of the City to VzW's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of VzW's assets in the market defined by the Federal Communications Commission in which the Utility Pole is located by reason of a merger, acquisition or other business reorganization. Except as provided in the previous sentence, VzW may not assign this Use Agreement without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the City of the request and action or approval by the City as required by law.

Section 13. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 14. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a Party to this Use Agreement, the Parties agree that trial of such suit shall be vested exclusively in the state courts of New Jersey in Hudson County or the United States District Court for the District of New Jersey.

Section 15. Prior Agreements.

This Use Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 16. Modification of Agreement.

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement thereof is sought.

Section 17. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 18. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 19. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 20. Notice of Displacement

To the extent that the City has actual knowledge of the displacement of VzW's Telecommunications Facilities, it will inform VzW on learning of same.

Section 21. Consent Criteria

In the case where approval or consent of one Party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not

unreasonably delay, condition or withhold its approval or consent. However, both Parties recognize that formal action by the City to give its approval or consent may require the approval of the governing body of the City.

Section 22. Waiver of Breach

The waiver by either Party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 23. Representations and Warranties.

Each of the Parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations.

Section 24. Entire Agreement

This Use Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

Section 25. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

VERIZON WIRELESS

Witness

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

BY CELLCO PARTNERSHIP, its General Partner

By: _____

Name: David R. Heverling

Title: Area Vice President Network

CITY OF HOBOKEN

Witness

Print Name: _____

Print Name: _____

Mayor

City Clerk

Dated: _____

Dated: _____



June 24, 2015

MEMORANDUM

TO: Hoboken City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Reappointment to the Hoboken Library Board

Mr. Farina,

I have reappointed Mr. Allen Kratz as President of the Hoboken Library Board for another five year term. Please administer the oaths of office and update your records accordingly.

Thank you,

Dawn Zimmer
Mayor, City of Hoboken

RECEIVED
2015 JUN 25 AM 9:45
CITY CLERK
HOBOKEN, NJ 07030



June 24, 2015

MEMORANDUM

TO: Hoboken City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Appointments to the Hoboken Green Team

Mr. Farina,

I have made the following appointments to the Hoboken Green Team:

Mr. Philip M. Jonat

Mr. Garry Brozyna

Please update your records accordingly.

Thank you,

Dawn Zimmer
Mayor, City of Hoboken

RECEIVED
2015 JUN 25 AM 9:45
CITY CLERK
HOBOKEN, NJ 07030



June 26, 2015

To Whom It May Concern:

Please be advised that I am hereby appointing Quentin Wiest, Business Administrator as Acting Mayor from Saturday, June 27th through and including Saturday, July 11th, 2015 pursuant to applicable law.

Very truly yours,

Dawn Zimmer
Mayor
City of Hoboken

DZ/dla

Introduced By: _____

Second By: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANNEOUS LICENSING**

July 8, 2015

<u>VENDORS</u>	<u>4 ITEMS</u>
Avanthika 73 Elm Avenue Hackensack, NJ 07601	\$100.00
Alfonso E. Santos Dominguez 526-40 th Street, #1 Union City, NJ 07087	\$100.00
Thrift Truck (<i>mobile vendor</i>) 232 Sip Avenue Jersey City, NJ 07306	\$175.00
Society Madonna Dei Martiri Society 332 Adams Street Hoboken, NJ 07030	\$600.00 Carnival 9/10-9/13
<u>PARKING FACILITIES</u>	<u>1 ITEM</u>
Imperial Parking 1415 Garden Street Hoboken, NJ 07030	\$300.00
<u>RAFFLES</u>	<u>2 ITEMS</u>
St. Peter and Paul Church 408 Hudson Street Hoboken, NJ 07030	\$20.00

Society Madonna Dei Martiri Society
332 Adams Street
Hoboken, NJ 07030

\$20.00
50/50 raffle
Off-Premise
9/10 - 9/13

GAMES OF CHANCE

1 ITEM

Society Madonna Dei Martiri Society
332 Adams Street
Hoboken, NJ 07030

\$600.00
50/50 raffle

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

JULY 8, 2015 City Council Meeting

Operator Licenses: 8 Total

Owner Licenses: 0 Total

Taxi Operator Licenses - 5 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Nunez	Elias	TAXI	T0087	\$75
2	Molina	Marco	TAXI	T0093	\$75
3	Albino	Jorge	TAXI	T0101	\$75
4	Khilla	Refat	TAXI	T0102	\$75
5	Ghaly	Ayman	TAXI	T0175	\$75
6	Moawwad	Mina	TAXI	T0176	\$75

Total Fees: \$375
Total Licenses: 5

Limo Operator Licenses - 3 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Singh	Nirmal	LIMO	L0042	\$75
2	Iriarte	Domingo	LIMO	L0076	\$75
3	Gattas	Victor	LIMO	L0084	\$75

Total Fees: \$150
Total Licenses: 3

Taxi Owner Licenses - 0 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1		TAXI		
2		TAXI		

Total Fees: \$ -
Total Licenses: 0

Limo Owner Licenses - 0 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1		LIMO		
2		LIMO		

Total Fees: \$ -
Total Licenses: 0

* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of JUNE 2015

Receipts on Taxes

2015 Taxes

2015 Taxes 1-2 Quarters...	479,475.26	
Minus Bad Check...	5,652.02	
2015 Taxes 3-4 Quarters...	9,365.63	
2015 Added Assessment...	9,004.05	
Total 2015 Taxes Receipts...		492,192.92

Receipts on Taxes

2014 Taxes

2014 Taxes 3-4 Quarters....	1,000.37	
Total 2014 Taxes Receipts....		1,000.37

Miscellaneous Tax Receipts

Interest on Taxes...	9,923.34	
Minus Bad Check...	33.61	
Duplicate Bill Fee...	5.00	
Total Miscellaneous Tax Receipts...		9,894.73

Pilot Accts

Pilot Principal.....	3,803.43	
Pilot Interest...	6.38	
Total Collected on Pilot Accts.....		3,809.81

Total Taxes & Miscellaneous Tax Receipts.... 506,897.83

***** Abatements not included in Edmunds Cash Receipts Report*****

Abatements

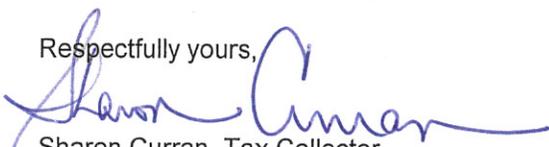
Abatement Principal.....	24,373.16	
Abatement Interest.....	369.23	
Abatement Totals.....		***** <u>24,742.39</u>

Bounced Checks

Amount

268.01/1/C06	3,356.92
25/1/C16PJ	<u>2,328.71</u>
Total	5,685.63

Respectfully yours,


Sharon Curran, Tax Collector

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF JUNE 2015											
				512,583.46					506,897.83		
Date	Total	Interest	2015 3&4 Qtr. Taxes	2015 1&2 Qtr. Taxes	2015 Added Assessment	2014 3&4 Qtr. Taxes	Dup. Bill Fee	Pilot	Pilot Interest	Abatement Principal	Abatement Interest
6/1/2015	2,852.28	29.84		2,822.44							
6/1/2015	125.75	0.83		124.92							
6/1/2015	75,910.91	846.23	190.59	74,219.48				654.61			
6/2/2015	29,637.17	321.07	15.11	27,368.41	1,932.58						
6/2/2015	3,156.30	25.05		3,131.25							
6/2/2015	1,811.22	30.50		1,780.72							
6/3/2015	12,244.06	157.83	6.97	9,086.50	2,992.76					1,190.58	8.47
6/3/2015	1,883.43	30.19		1,853.24							
6/4/2015	36,995.76	945.00	1.34	36,049.42						3,288.11	52.62
6/5/2015	3,127.10	38.34		3,088.76							
6/5/2015	32,309.68	532.54	144.28	31,632.86						1,962.10	27.07
6/8/2015	1,344.35	10.96		1,333.39							
6/8/2015	3,369.37	46.06		3,323.31							
6/8/2015	37,697.93	552.68	341.80	32,724.37	4,078.71	0.37					
6/9/2015	11,279.49	124.11	3,094.75	8,060.63							
6/10/2015	15,847.69	323.42	615.92	12,245.89				2,662.46			
6/10/2015	8,841.10	120.31		8,720.79							
6/11/2015	7,613.80	75.12	27.68	7,511.00							
6/11/2015	1,349.21	11.89		1,337.32							
6/12/2015	19,557.77	319.40	196.94	18,548.69				486.36	6.38		
6/12/2015	72.57	1.04		71.53							
6/15/2015	6,621.24	87.44		6,533.80							
6/15/2015	37,158.04	771.53	2,112.78	34,273.73							
6/15/2015	9,096.86	384.01		8,712.85							
6/16/2015	5,245.58	57.94	1,926.96	3,260.68						2,610.16	40.04
6/16/2015	968.49	9.59		958.90							
6/17/2015	2,616.39	57.53		2,558.86							
6/17/2015	6,160.78	107.73		6,053.05						5,405.54	84.62
6/18/2015	8,017.86	153.26		7,864.60							
6/19/2015	40,368.33	1,600.94	641.42	38,125.97							
6/22/2015	4,426.62	58.83	24.24	4,343.55							
6/22/2015	99.16	1.11		98.05						1,577.83	19.19

6/23/2015	9,261.28	123.96		9,137.32							
6/24/2015	17,190.30	328.51	4.07	16,352.72		500.00	5.00			1,466.20	17.59
6/24/2015	6,171.01	116.29		6,054.72						4,209.27	69.08
6/25/2015	6,194.52	187.28	1.79	6,005.45							
6/25/2015	124.56	1.43		123.13							
6/26/2015	2,049.09	48.06		2,001.03							
6/26/2015	6,707.45	129.08	13.74	6,314.63		250.00				2,648.38	50.54
6/29/2015	1,783.80	44.24		1,739.56							
6/29/2015	17,571.79	468.74	2.82	17,100.23						14.99	0.01
6/29/2015	5,641.15	85.52		5,305.63		250.00					
6/30/2015	12,082.22	557.91	2.43	11,521.88							
Totals	512,583.46	9,923.34	9,365.63	479,475.26	9,004.05	1,000.37	5.00	3,803.43	6.38	24,373.16	369.23
Bad Checks											
268.01/1/C006	3,356.92										
25/1/C16PJ	2,328.71										
Total	5,685.63										
										Abatement Total	24,742.39

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y
 Print Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2016
 Range of Periods: 1 to 12
 Range of Dates: 06/01/15 to 06/30/15
 Print Ref Num: N
 Range of Installment Due Dates: First to Last
 Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2013	2014	2015		
001 TAX-Billing	449	0.00	0.00	1,000.37	444,604.54	7,930.37	453,535.28
014 ADDED ASSESSMENT/OMI	12	0.00	0.00	0.00	9,004.05	114.36	9,118.41
082 IN LIEU OF TAXES	3	0.00	0.00	0.00	3,803.43	6.38	3,809.81
SUB SUBSEQUENT TAX	<u>12</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>44,236.35</u>	<u>1,878.61</u>	<u>46,114.96</u>
Tax Payments	476	0.00	0.00	1,000.37	501,648.37	9,929.72	512,578.46
020 MUN LIEN TAX	360	4,771.55	0.00	0.00	0.00	7,512.78	12,284.33
00L OUTSIDE REDEEM	47	14,890.65	0.00	0.00	0.00	2,866.33	17,756.98
FEE	<u>8</u>	<u>318.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>318.50</u>
Lien Payments	415	19,980.70	0.00	0.00	0.00	10,379.11	30,359.81
012 DUPLICATE BILLS	<u>1</u>	<u>5.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5.00</u>
Misc Payments	1	5.00	0.00	0.00	0.00	0.00	5.00
NSF BOUNCED CHECK	<u>2</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,652.02-</u>	<u>33.61-</u>	<u>5,685.63-</u>
Tax NSF	2	0.00	0.00	0.00	5,652.02-	33.61-	5,685.63-
Payments Total:	892	19,985.70	0.00	1,000.37	501,648.37	20,308.83	542,943.27
NSF Reversals Total:	<u>2</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,652.02-</u>	<u>33.61-</u>	<u>5,685.63-</u>
Total:	894	19,985.70	0.00	1,000.37	495,996.35	20,275.22	537,257.64

Total Cash: 15,288.74
 Total Check: 494,781.48
 Total Credit: 27,187.42

REDEMPTIONS FOR THE MONTH OF JUNE 2015							
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
6/2/2015	268.01	3	C009P	15-00108	1500 HUDSON ST	7,650.05	18,500.00
6/22/2015	95	1	C0P29	13-00041	901-909 MADISON ST	1,385.80	200.00
6/25/2015	83	13	C0P14	080070	725-733 MADISON ST	6,532.40	-
6/26/2015	16	39	C002R	15-00005	60 MADISON ST	190.62	4,000.00
6/30/2015	87	13	C002H	15-00038	824-830 MONROE ST	2,270.11	10,500.00
Total						18,028.98	33,200.00
MUNICIPAL LIEN ASSIGNED (DEPOSITED INTO THE CURRENT ACCT)							
6/22/2015	193	58		3209	628 BLOOMFIELD ST	12,330.83	

**CITY OF HOBOKEN
CLAIMS LISTING
JULY 8, 2015**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	ICAPITAL	14-03706	T & M ASSOCIATES	ENGINEER - CONS. OVERSIGHT	\$ 63,298.05		
		15-00764	STATE OF NJ, DEPT OF ENV PROT	SW BLOCK 12 PERMIT APPLICATION	\$ 7,000.00		
		15-01105	REGGIO CONSTRUCTION, INC.	2014 ROAD RESURFACING PACK "A"	\$ 123,259.69		
		15-01337	VALUE RESEARCH GROUP, LLC	PRO. SERVICE - APPRAISAL SVC	\$ 4,300.00		
		15-01690	BANISCH ASSOCIATES	PRO. PLANNER - BLOCK 12	\$ 11,371.00		
		15-01973	CRISTL ABSTRACT, LLC	TITLE SEARCH-BASF PROPERTY	\$ 1,500.00		
		15-02086	EXCEL ENVIRONMENTAL RESOURCES	LSRP (ON CALL) CY2015	\$ 14,360.65		
		15-02145	CONTROL POINT ASSOCIATES, INC.	CONSULTING SVS - BLOCK 12	\$ 2,600.00		
		15-02395	BOSWELL ENGINEERING	CASTLE POINT/SINATRA PARK	\$ 56,116.50		
		IFEDERAL	14-00146	PRINCETON HYDRO LLC	POST SANDY DISASTER PLAN	\$ 17,806.36	
			14-00322	HOLT MORGAN RUSSELL	PRESERVATION PLAN - CITY HALL	\$ 3,791.00	
			14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 57,336.40	
			14-03775	T & M ASSOCIATES	ENG'G DESIGN & ADMINISTRATION	\$ 27,225.80	
			IOPERATING	14-00603	MILLENNIUM STRATEGIES	PRO SERVICE - GRANT WRITING	\$ 3,333.00
				14-03557	MCMANIMON,SCOTLAND, & BAUMANN	SP. COUNSEL - PILOT COUNSEL	\$ 1,206.27
				14-04050	PFEIFFERGOV, LLC	CONSULTING SERVICES	\$ 4,125.00
	15-01793			OFFICE BUSINESS SYSTEMS, INC.	AUDIO FOR COUNCIL MEETING	\$ 305.00	
	15-01940	PREMIER TECHNOLOGY SOLUTIONS		MAY 2015 IT SERVICES-CITY HALL	\$ 7,316.75		
	15-02019	BROWN & BROWN METRO INC		MAY 2015 RMC FEES/GSMJIF	\$ 5,400.00		
	15-02081	EXTEL COMMUNICATIONS, INC.		POLYCOM CONF. TELEPHONES	\$ 1,310.20		
	15-02083	HUDSON ESSEX PASSAIC SOIL		SOIL EROSION APPLICATION	\$ 775.00		
	15-02085	GREENER BY DESIGN	GRANT WRITING SERVICES CY2015	\$ 6,296.50			
	15-02096	PREMIER TECHNOLOGY SOLUTIONS	JUNE 2015 CITY HALL SERVICES	\$ 7,035.25			
	15-02127	BOSWELL ENGINEERING	PRIOR YEAR BILL PIER C	\$ 684.00			
	15-02194	COUNTY OF HUDSON	2015 PYMNT ON 2003-2011 PILOTS	\$ 202,522.00			
	15-02293	QUENTIN W. WIEST	REIMBURSEMENT FOR GAS-CAR 122	\$ 20.00			
	15-02321	FAIRVIEW INSURANCE ASSOC.	JULY2015 MONTHLY&WELLNESS FEES	\$ 16,885.00			
	15-02393	BROWN & BROWN METRO INC	JUNE 2015 RMC/GSMJIF FEES	\$ 2,958.80			
	15-01104	T & M ASSOCIATES	ENGINEER FOR FD PARKING LOT	\$ 10,987.33			
	15-02396	MCMANIMON, SCOTLAND, & BAUMANN	PROFESSIONAL SERVICES-EMP. ISSUE	\$ 589.00			
	ADM FINANCE SUPERVISORS OFF	ICAPITAL	15-02088	PARKER McCAY, P.A.	PROF FEES: 2015 TAXABLE NOTES	\$ 2,345.32	
			IOPERATING	15-00234	PARKER McCAY, P.A.	SP LE COUNSEL - BOND COUNSEL	\$ 570.00
15-01747		GOVCONNECTION, INC.		PRINTER FOR C. BALDWIN,FINANCE	\$ 520.03		
15-01881		GOVCONNECTION, INC.		WIRELESS MOUSE FOR C. BALDWIN	\$ 29.98		
15-01980		HOBOKEN PUBLIC LIBRARY		MONTHLY PAYMENTS	\$ 460,429.77		
15-02000		INSTITUTE FOR PROFESSIONAL		OPEN PUBLIC RECORDS ACT	\$ 99.00		
15-02135		PROFESSIONAL GOVERNMENT		SEMINAR LINDA LANDOLFI	\$ 90.00		
ADM MAYOR'S OFFICE		IOPERATING	15-01998	VIJAY CHAUDHURI	OFFICE SUPPLIES	\$ 78.32	
	15-02191		DAWN ZIMMER	TRAVEL REIMBURSEMENT	\$ 480.20		
	15-02192		DAWN ZIMMER	CONFERENCE REIMBURSEMENT	\$ 685.05		

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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM MUNICIPAL COURT	IOPERATING	15-01559	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 122.00
		15-01755	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,208.05
		15-01965	ENTERPRISE CONSULTANTS LLC	MONTHLY MAINTENANCE	\$ 212.50
ADM MUNICIPAL COURT/POAA TRUST	ITRUST	15-01233	INTERIOR MOTIF, LLC	BLINDS & SHADES FOR WINDOWS	\$ 1,121.00
ADM OEM	IOPERATING	15-01885	HOBOKEN BEER & SODA OUTLET	SUPPLIES-FIRE ON BLOOMFIELD ST	\$ 139.80
		15-01888	GARDEN STATE HIGHWAY PROD.	MINI BOARD EQUIPMENT SVS	\$ 843.00
		15-02110	LOU CASCIANO	NJ EMERG PREP CONFERENCE 2015	\$ 110.00
ADM PARKING UTILITY	IPARK UTILITY	15-00345	BOMARK INSTRUMENTS INC.	SOUND LEVEL METERS; TRAINING	\$ 3,470.00
		15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	\$ 1,079.94
		15-01385	T & M CONTRACTING CO., INC.	CONSTRUCTION-11TH STREET LOT	\$ 1,600.00
		15-01488	NAGELS NORTH AMERICA LLC	GARAGE TICKETS	\$ 1,860.00
		15-01491	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC EQUIPMENT	\$ 3,076.00
		15-01679	INTELLIGENT TRAFFIC SUPPLY PRO	SIGNAL & TRAFFIC EQUIPMENT	\$ 1,554.00
		15-01775	ANGELO TANZI	TOWING REFUND	\$ 226.00
		15-01777	BOB'S GLASS WORKS	DOOR WINDOW TINTING	\$ 485.00
		15-01778	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 2,197.72
		15-01784	SIEMENS INDUSTRY, INC.	FIRE ALARM REPAIRS-MIDTOWN	\$ 2,439.00
		15-01789	AMANO McGANN, INC.	ACCESS TAGS - GARAGE B	\$ 3,415.00
		15-01800	JENNIFER CORDOVA	REFUND MIDTOWN GARAGE	\$ 90.00
		15-01801	MARK PREVETI	MISC KEY FOD REVENUE	\$ 20.00
		15-01854	FASTENAL	MISC. EQUIPMENT	\$ 1,498.50
		15-01856	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 66.00
		15-01857	ACADEMY EXPRESS LLC	HOP BUS WASHES - APRIL 2015	\$ 300.00
		15-01887	UNITRONICS SYSTEMS, INC.	SUPPORT/916 GARDEN ST.-APRIL	\$ 11,500.00
		15-01890	JERSEY ELEVATOR COMPANY	GARAGE ELEVATOR MAINTENANCE	\$ 250.00
		15-01903	JONATHAN VERNO	TOWING REFUND	\$ 183.85
		15-01904	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 121.30
		15-01906	ADVANCED DOOR SALES, INC.	GARAGE G DOOR SERVICES	\$ 206.25
		15-01919	ALYSSA DATTOLI	TOWING REFUND	\$ 182.10
		15-01920	RICHARD GUTIERREZ	TOWING REFUND	\$ 220.00
		15-01924	ADVANCED DOOR SALES, INC.	DOOR REPAIRS - GARAGE G	\$ 3,055.00
		15-01925	PRECISION TECHNOLOGY SOLUTIONS	ACCESS CARDS - GARAGE G	\$ 410.00
		15-01928	FASTENAL	CLEAR TAPE-ONSTREET	\$ 730.02
		15-01930	AMANO McGANN, INC.	GARAGE D REPAIRS	\$ 1,125.00
		15-01932	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 42.00
		15-02060	CLEAN MAT SERVICES LLC	MAT RENTAL SERVICES	\$ 296.69
		15-02061	AT&T (LD)	LD SERVICES - MAY 2015	\$ 31.04
15-02062	PROPARK AMERICA NEW YORK	GARAGES-REIMBURS. EXP APRIL 15	\$ 19,980.41		
15-02063	CITY PAINT AND HARDWARE	MISC. SUPPLIES - APR./MAY	\$ 56.92		
15-02064	NOBEL COMPUTER SYSTEMS, INC.	HOSTING/IMPOUNDS - MAY 2015	\$ 2,316.00		

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		15-02068	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - MAY 2015	\$ 6,900.00
		15-02069	UNITRONICS SYSTEMS, INC.	MONTHLY SUPPORT-916 GARDEN ST.	\$ 11,500.00
		15-02070	AMANO McGANN, INC.	GARAGE SERVICE CALLS	\$ 670.00
		15-02071	PURCHASE POWER	POSTAGE BY PHONE	\$ 259.00
		15-02072	NETWORKFLEET, INC.	GPS SERVICES/PARTS	\$ 510.00
		15-02073	ADVANCED DOOR SALES, INC.	GARAGE G DOOR REPAIRS	\$ 241.60
		15-02074	FASTENAL	MISC. SUPPLIES - ONSTREET	\$ 1,768.50
		15-02075	ACADEMY EXPRESS LLC	HOP BUS WASHES - MAY 2015	\$ 220.00
		15-02078	NETWORKFLEET, INC.	GPS SERVICES - JUNE 2015	\$ 468.90
		15-02079	PAETEC COMMUNICATIONS INC.	LONG DISTANCE - MAY 2015	\$ 361.54
		15-02080	COOPER PEST SOLUTIONS, INC.	PEST CONTROL - 916 GARDEN ST.	\$ 45.00
		15-02122	WILMINGTON TRUST COMPANY	INTEREST PAYMENT-GO BONDS	\$ 215,000.00
		15-02187	PSE&G COMPANY	TAXI STAND UTILITIES-MAY 2015	\$ 26,947.28
		15-02188	AT&T MOBILITY	METER UTILITIES - MAY 2015	\$ 629.38
		15-02233	EXXONMOBIL FLEET GECC	HPU/HOP FUEL - MAY, 2015	\$ 1,500.33
		15-02237	PITNEY BOWES	METER LEASE PAYMENT - JUNE	\$ 102.00
		15-02242	JOHN N. MORGAN	REIMBURSEMENT/OFFICE	\$ 319.68
		15-02256	MARY EMMA	REIMBURSEMENT	\$ 12.63
ADM PERSONNEL/BENEFITS	IOPERATING	15-02366	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE MAY 2015	\$ 57,827.07
ADM PURCHASING	IOPERATING	15-01809	INST. FOR PROFESSIONAL DEVEL.	OPRA SEMINAR	\$ 198.00
		15-01954	SHORE BUSINESS SOLUTIONS	STAPLE CARTRIDGE FOR COPIERS	\$ 216.19
		15-02176	JIM TERRUSO, TREASURER	MEETING - GOVT PUR ASSOCIATION	\$ 32.00
ADM SPECIAL COUNSEL	IOPERATING	14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	\$ 1,087.84
		14-00729	LITE DEPALMA GREENBERG, LLC	SP LE COUNSEL - GEN LITIGATION	\$ 5,271.66
		14-00989	DECOTIIS, FITZPATRICK & COLE	SP LEGAL COUNSEL - PUB UTILITY	\$ 1,065.60
		14-02438	FLORIO & KENNY LLP	AFFIRMATIVE ACTION OFFICER	\$ 4,719.50
		14-03010	LITE DEPALMA GREENBERG, LLC	SP LEGAL COUNSEL-LABOR \$EMPL.	\$ 1,080.00
		15-00248	THOMAS KOEHL, ESQ	2015 MUN. PUBLIC DEFENDER	\$ 275.00
		15-00628	WEINER & LESNIAK, LLP	CY2015 LABOR AND EMPLOYMENT	\$ 14,362.04
		15-00629	INGLESINO, WYCISKALA	CY2015 INSURANCE COUNSEL	\$ 1,168.94
		15-01332	GANN LAW BOOKS	NJ RULES OF EVIDENCE 2015	\$ 122.00
		15-02294	NJ LAWYERS' FUND	ANNUAL ATTORNEY REGISTRATION	\$ 252.00
		15-02392	GARDEN STATE MUNI.JOINT INSURA	INSURANCE DEDUCTIBLE MAY 2015	\$ 78,615.30
ADM TAX ASSESSOR	IOPERATING	15-00312	VINCENT J. LAPAGLIA	SP COUNSEL -CY2015 TAX APPEALS	\$ 27,716.77
		15-01371	SOCIETY OF PROF. ASSESSORS	CONTINUING EDUCATION	\$ 105.00
ADM TAX COLLECTOR	IOPERATING	15-01129	JERSEY JOURNAL	TAX SALE ADVERTISEMENT	\$ 1,913.40
		15-01992	ALEXANDER FERNBACH &	OVERPAYMENT	\$ 3,326.15
		15-01993	CAPITAL ONE BANK	OVERPAYMENT	\$ 5,782.79
		15-02138	TOLL BROTHERS, INC.	REFUND OVERBILL	\$ 361,335.40
		15-02139	626 GRAND STREET LLC	OVERPAYMENT	\$ 3,310.62

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ADM TAX COLLECTOR	IOPERATING	15-02160	CORELOGIC	OVERPAYMENT	\$ 975.68
		15-02161	CITIMORTGAGE, INC.	OVERPAYMENT	\$ 1,021.10
		15-02162	BENJAMIN LYNCH	OVERPAYMENT	\$ 2,087.05
	ITRUST	14-01927	TOM PALERMO	REDEMPTION	\$ 1,286.42
		15-01696	US BANK CUST FOR	REDEMPTION	\$ 34,121.75
		15-01962	CST FOR EBURY FUND 1 NJ LLC	REDEMPTION	\$ 29,016.81
		15-01963	MTAG SVC-ATCFII NJ LLC	REDEMPTION	\$ 107,887.81
ADM/CORPORATION COUNSEL	IOPERATING	15-01798	GOVCONNECTION, INC.	REPLACEMENT PC FOR A. PROKO	\$ 492.18
ADM/COUNCIL	IOPERATING	15-01742	POGGI PRESS	LICENSE FOR RAFFLES BOOK	\$ 1,529.00
		15-01975	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 18.75
ADM/ELECTIONS	IOPERATING	15-02099	CHARLES KOLMER	PRIMARY ELECTION JUNE 2, 2015	\$ 240.00
		15-02100	RICHARD REPETTI	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02101	RICHARD J. SCHUBRING	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02102	RICHARD SCHUBRING	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02103	LAUREN FARINA	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02104	ALYSSA PASCULLI	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02106	FARINA, JAMES	PRIMARY ELECTION JUNE 2, 2015	\$ 25.00
		15-02311	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR MAY 2015	\$ 1,218.12
ADM/LEGAL ADS	IOPERATING	15-02311	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR MAY 2015	\$ 1,218.12
CD DIRECTOR'S OFFICE	ICAPITAL	12-04468	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL- A. HOUSING	\$ 60.00
		15-01154	THE AMBIENT GROUP, LLC	PROV OF DISPOSAL CONCRETEWASTE	\$ 71,849.25
	IOPERATING	14-00187	MASER CONSULTING P A	PLANNER - NEUMANN LEATHERS	\$ 750.50
		14-02024	MASER CONSULTING P A	Professional SVC- Post Office	\$ 671.50
		14-02025	MASER CONSULTING P A	Professional SVC -Western Edge	\$ 6,596.50
		14-03491	KENNY ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES - LSRP	\$ 1,570.00
		14-04521	GILSANZ MURRAY STEFICEK LLP	PROFESSIONAL SVS 9/11 MEMORIAL	\$ 3,450.00
		15-00233	MCMANIMON,SCOTLAND, & BAUMANN	SP LE COUNSEL - REDEVELOPMENT	\$ 285.00
		15-00235	WEINER & LESNIAK, LLP	SP LE COUNSEL - HIST. PRESERV	\$ 300.00
		15-00236	MARAZITI, FALCON, LLP	SP LE COUNSEL - REDEVELOPMENT	\$ 10,615.07
		15-00242	REHABCO, INC.	PLANNERS FOR CDBG 5-YR ACTION	\$ 9,750.00
		15-01517	RECAST CITY LLC	PRO SERVICE - MAKER SPACE	\$ 6,000.00
		15-01774	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 11,879.25
		15-01852	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 800.00
CD MLUL PB ESCROW ACCTS	ESCROW	15-01691	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 1,019.00
		15-01770	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 545.50
		15-01902	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 785.00
CD MLUL PLANNING BOARD	IOPERATING	15-01875	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 252.00
		15-01976	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 144.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	15-01989	HOPES INC.	HOPES INC. CITY MATCH REIM	\$ 3,960.92
		15-01844	PLAID LAB CREATIVE	2015 GREEN FAIR TOTE BAGS	\$ 1,300.00
CD MLUL ZONING BD OF ADJ	IOPERATING	15-01875	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 252.00
COMMUNITY DEVELOPMENT	ICDBG2818	15-01989	HOPES INC.	HOPES INC. CITY MATCH REIM	\$ 3,960.92
		15-01844	PLAID LAB CREATIVE	2015 GREEN FAIR TOTE BAGS	\$ 1,300.00
ES DIRECTOR'S OFFICE	IO M FUND	15-01864	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 983.45

**CITY OF HOBOKEN
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ES DIRECTOR'S OFFICE	IOPERATING	15-01864	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 1,747.31
ES PUBLIC PROPERTY	IFEDERAL	15-02017	RELIABLE TREE SERVICES	REMOVAL OF DEAD TREES	\$ 5,430.89
	IOPERATING	15-00597	JOHN A. EARL CO.	VACUUM BAGS CITY HALL	\$ 103.25
		15-01609	STATE CHEMICAL MFG.	JANITORIAL SUPPLIES	\$ 998.32
		15-01727	NATURE'S CHOICE	RECYCLING OF CHRISTMAS TREES	\$ 300.00
		15-01876	NESTLE WATERS INC	WATER COOLER RENTALS	\$ 230.91
		15-01957	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS CITY BLDGS.	\$ 10,197.43
		15-01959	COOPER PEST SOLUTIONS, INC.	PEST CONTROL - POLICE DEPT.	\$ 100.00
		15-02005	COOPER PEST SOLUTIONS, INC.	GENERAL PEST CONTROL SERVICES	\$ 338.33
		15-02009	ENVIRONMENTAL CLIMATE CONTROL	BOILER REPAIR - CITY HALL	\$ 3,818.90
		15-02011	HOBOKEN GLASS COMPANY	SEAL WINDOW - FINANCE DEPT.	\$ 110.00
		15-02018	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL	\$ 85.65
		15-02021	JOHN A. EARL CO.	SUPPLIES FOR M.S.C.	\$ 650.58
		15-02149	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR POLICE DEPT	\$ 117.51
		15-02155	RUG & FLOOR STORE, INC.	CARPET FOR DIRECTORS OFF. H.S.	\$ 2,900.00
		15-02177	LOWE'S #1937	AIR CONDITIONERS	\$ 891.10
		15-02180	LOWE'S #1937	AIR CONDITIONER	\$ 493.05
		15-02255	PRESTIGE AIR	HVAC REPAIRS	\$ 1,200.00
		15-02274	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL - CITY HALL	\$ 85.65
		15-02278	JOHN DUFFY ENERGY SERVICES	REPAIRS TO HVAC SYSTEMS	\$ 3,055.00
		15-02340	GEORGE KOUSTAS PAINTING LLC	PAINT CEILING/WALL HUMAN SER.	\$ 11,500.00
		15-02347	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL - CITY HALL	\$ 85.65
		15-02349	ENVIRONMENTAL CLIMATE CONTROL	HVAC REPAIRS	\$ 1,499.59
		15-02353	TATBIT CO.	ELECTRICAL REPAIRS - POLICE ST	\$ 863.20
		15-02367	UNITED DECORATING	RAINBOW FLAG	\$ 24.82
		15-02368	CIRILLO ELECTRIC, INC.	ELECTRICAL REPAIRS	\$ 3,530.00
		15-02371	TATBIT CO.	ELECTRICAL REPAIRS - POLICE ST	\$ 327.70
		15-02376	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 55.00
		15-02385	LOWE'S #1937	REFRIGERATOR FOR CITY CLERK	\$ 492.10
		15-02388	LOWE'S #1937	AIR CONDITIONER	\$ 398.05
	ITRUST	15-02159	MILE SQUARE EVENTS	SERVICES RENDERED	\$ 300.00
ES ROADS	IOPERATING	15-00243	PATCH MANAGEMENT, INC.	SPRAY INJECTION POTHOLE REPAIR	\$ 1,750.00
		15-01493	TILCON NEW YORK	BITUMINOUS CONCRETE	\$ 2,560.72
		15-01951	ONE CALL CONCEPTS, INC.	MARK OUT CITY STREETS 4/15	\$ 95.48
ES SHADE TREE COMMISSION	IFEDERAL	15-02147	TREES UNLIMITED, LLC	CROWN TREES AT JACKSON ST. PK	\$ 2,075.00
	IOPERATING	15-00988	PAUL COWIE & ASSOCIATES	TRAINING FOR TREE PRUNING	\$ 745.00
		15-02150	LOSURDO BROTHERS	REFRESHMENTS FOR CLASS	\$ 250.00
ES SOLID WASTE	IOPERATING	15-01867	CALI CARTING, INC.	SOLID WASTE/RECYCLING COLLECT.	\$ 149,166.66
		15-01952	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHGS 4/15	\$ 210,130.61
		15-02172	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR GARAGE	\$ 58.31

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ES SOLID WASTE	IOPERATING	15-02243	CALI CARTING, INC.	SOLID WASTE & RECYCLING COLL.	\$ 149,166.66
FLEET MANAGEMENT	IOPERATING	14-04408	JESCO, INC.	PARTS FOR SWEEPER 101 & 102	\$ 476.16
		15-01572	TRIOUS, INC.	PARTS FOR SWEEPER 104	\$ 604.45
		15-01829	FASTENAL	SUPPLIES CENTRAL GARAGE	\$ 1,607.10
		15-02248	DAVID WEBER OIL CO.	ANTIFREEZE FOR ALL VEHICLES	\$ 711.70
HS BD OF HEALTH	IDOG	15-01568	TREASURER, STATE OF NEW JERSEY	1ST QTR. DOG LICENSE REPORT	\$ 1,129.80
	IOPERATING	15-02170	HOBOKEN MESSENGER SERVICE	RUSH/PROCESS MUNICIPAL SUMMONS	\$ 49.00
		15-02302	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL - MAY 2015	\$ 5,916.67
	ITRUST	15-01567	TREASURER, STATE OF NEW JERSEY	1ST QTR. MARRIAGE LICENSE RPT.	\$ 1,500.00
HS CULTURAL AFFAIRS	ITRUST	15-01840	ALL STAR RENTALS, INC.	TENT, TABLE, CHAIR RENTAL	\$ 563.00
		15-01842	DAN MCCOWN	STAGE MANAGER - SPRING FEST.	\$ 450.00
		15-01843	THIS IS IT	BANNERS FOR IRISH FESTIVAL	\$ 267.50
		15-01845	CAMERON CLEMENTS	SOUND ASSISTANCE - SPRING FEST	\$ 294.00
		15-01847	BOB KESSLER	SOUND ASSISTANCE - SPRING FEST	\$ 210.00
		15-01849	PIZAR, SHAVAUN	EVENT ASSISTANCE	\$ 154.00
		15-01850	DIANE RUBINO	EVENT ASSISTANCE	\$ 127.50
		15-01874	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 67.50
		15-01941	JIM MOHLER	SOUND ASSISTANCE - SPRING FEST	\$ 350.00
		15-02027	CAMERON CLEMENTS	SOUND ASSISTANCE	\$ 77.00
		15-02028	CAMERON CLEMENTS	EVENT ASSISTANCE	\$ 105.00
		15-02029	JIM MOHLER	SOUND ASSISTANCE	\$ 80.00
		15-02230	DIANE RUBINO	EVENT ASSISTANCE	\$ 105.00
		15-02239	MEDIAMIX ENTERTAINMENT	PERFORMANCE - SINATRA CONCERT	\$ 3,000.00
		15-02244	KNOCK-KNOCK RECORDS LLC	PERFORMANCE - SPRING FESTIVAL	\$ 350.00
		15-02246	JASON GLUSKIN	LICENSING OF ARTWORK FOR FEST.	\$ 600.00
		15-02247	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 946.00
		15-02250	BEELMEDIA	PERFORMANCE - SUMMER CONCERT	\$ 500.00
		15-02276	STEPHANIE SASSOLA	REIMBURSEMENT	\$ 14.40
		15-02283	FALLO, GERALDINE	REIMBURSEMENT	\$ 569.08
		15-02313	ANTHONY BEVACQUA	REIMBURSEMENT	\$ 17.07
		15-02331	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 120.00
		15-02332	JIM MOHLER	SOUND ASSISTANCE	\$ 550.00
		15-02333	DIANE RUBINO	EVENT ASSISTANCE	\$ 285.00
		15-02338	STEVENS INSTITUTE OF TECH.	SPACE RENTAL-SINATRA IDOL CONT	\$ 500.00
		15-02359	HUDSON REPORTER ASSOC LP	PRINTING OF NEWSLETTER	\$ 5,978.10
		15-02369	CHRISTINE SANTELLI	PERFORMANCE - SINATRA PARK	\$ 300.00
		15-02372	MIGDALIA PAGAN	EVENT ASSISTANCE/REIMBURSEMENT	\$ 551.58
		15-02373	KARYN KUHL	PERFORMANCE - SINATRA PARK	\$ 300.00
		15-02378	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 1,506.25
		15-02380	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00

CITY OF HOBOKEN
CLAIMS LISTING
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS DIRECTOR'S OFFICE	ICAPITAL	13-03434	FINE WALL CORP	REHAB HOBOKEN FIREHOUSE	\$ 12,030.00
	IOPERATING	15-01595	PATCH MANAGEMENT, INC.	POTHOLE PATCHING SERVICES	\$ 3,828.13
HS PARKS	IO M FUND	15-01870	JOHN A. EARL CO.	TOILET PAPER FOR PARKS	\$ 521.40
		15-02131	PSE&G COMPANY	MAY 2015 - PIER A	\$ 1,074.03
	IOPERATING	15-00495	BURNS BROS. & MCCABE, INC.	WWII MEMORIAL REPAIRS	\$ 5,068.00
		15-01715	RECREATION SAND OF SJ, LLC	PMC MIX FOR LITTLE LEAGUE FLD.	\$ 975.00
		15-01716	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		15-01861	ALL COUNTY LANDSCAPING SVS	LANDSCAPE MAINTENANCE	\$ 1,790.00
		15-01862	ALL COUNTY LANDSCAPING SVS	LANDSCAPE SERVICES	\$ 1,790.00
		15-01960	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 1,381.43
		15-02148	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 349.17
		15-02253	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN PARKS	\$ 2,513.57
		15-02277	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - C.S. PARK	\$ 658.40
		15-02281	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN C.S. PARK	\$ 2,717.10
		15-02334	MAIK INC	REPAIRS TO IRRIGATION SYSTEM	\$ 757.50
		15-02336	Z'S IRON WORKS	INSTALLATION OF PLAQUE	\$ 160.00
		15-02339	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		15-02350	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - PARKS	\$ 1,994.05
		15-02352	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - PARKS	\$ 526.09
		15-02354	LOMBARDY DOOR SALES	OVERHEAD DOOR REPAIRS	\$ 147.00
		15-02374	MATERA'S NURSERY	EQUIPMENT REPAIR/SUPPLIES	\$ 909.40
		15-02377	LOU'S LANDSCAPING & DESIGN INC	LANDSCAPE MAINTENANCE	\$ 3,115.00
HS RECREATION	ITRUST REC FEES	15-01421	MIKE LYONS	INSTR. SUMMER FUN BB CLINIC	\$ 600.00
	IOPERATING	15-01720	METROPOLITAN COFFEE SERVICE	COOLER/WATER FOR OFFICE	\$ 389.90
		15-02093	N.J.A.B.C.	LEAGUE REGISTRATION FEE	\$ 1,430.00
	15-02386	STAN'S SPORT CENTER	SPORTING EQUIPMENT	\$ 11,292.40	
HS RENT LEVELING/STABILIZATION	ITRUST REC FEES	15-02386	STAN'S SPORT CENTER	SPORTING EQUIPMENT	\$ 3,670.60
	IOPERATING	15-00066	STAR LEDGER	2015 RENT LEVELING LEGAL ADS	\$ 55.80
HS SENIOR CITIZEN PROGRAM	IOPERATING	15-02280	THE RIVERVIEW PRESS	RENT STABILATION LETTER	\$ 1,025.00
		15-00406	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 480.08
		15-02016	METROPOLITAN COFFEE SERVICE	WATER FOR SENIOR CENTER	\$ 51.00
		15-02169	E-Z PASS CUSTOMER SERVICE CTR	REPLENISH E-Z PASS ACCOUNT	\$ 300.00
		15-02171	REBEKAH ARAMINI LUPO	SERVICES RENDERED (YOGA INSTR)	\$ 880.00
		15-02254	FOLEY, THOMAS	REIMBURSEMENT	\$ 37.88
		15-02379	THOMAS FOLEY	REIMBURSEMENT	\$ 79.60
		15-02387	RIGHT ANGLE FRAMING	MULTI WALL FRAMING	\$ 368.69
HS VITAL STATISTICS	ITRUST	15-01598	ACADEMY EXPRESS LLC	TRANSPORTATION-SENIOR TRIPS	\$ 2,150.00
	IOPERATING	15-02008	SHORE BUSINESS SOLUTIONS	PER COPY BILLING	\$ 45.00
		15-02348	SHORE BUSINESS SOLUTIONS	MONTHLY MAINTENANCE AGREEMENT	\$ 45.00
PS FIRE	IHAZMAT	15-02204	ASTRALHEALTH CENTER HOBOKEN	HAZMAT PHYSICALS	\$ 17,500.00

**CITY OF HOBOKEN
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
PS FIRE	IOPERATING	15-00942	AAA EMERGENCY SUPPLY	TOOLS/EQUIPMENT	\$ 2,160.00		
		15-01645	AAA EMERGENCY SUPPLY	BULLARD LANYARD FOR ECLIPSE	\$ 374.71		
		15-01746	KLINGER TIRE & SERVICE CO.	L2 TIRES	\$ 1,450.00		
		15-01760	FASTENAL	RESCUE SAW STATER ASSEMBLE	\$ 96.95		
		15-01949	CONTINENTAL FIRE & SAFETY	TOOL HOSE REPAIRS	\$ 361.00		
		15-01995	PROCOMM SYSTEMS	NO VOICE AUDIO/REPAIRS MADE	\$ 465.00		
		15-01996	HOBOKEN LOCK & SUPPLY	KEYS	\$ 200.00		
		15-02003	PORT SUPPLY	MARINE 1 50' POWER CORD	\$ 82.95		
		PS FIRE SAFETY	IHAZMAT	15-00940	FF1 PROFESSIONAL SAFETY SER.	Fire Equipment	\$ 1,653.30
	IOPERATING	15-01065	PINNACLE WIRELESS USA INC	Labor	\$ 375.00		
PS POLICE	IOPERATING	15-01264	BOOMERANGIT, INC	NBR CARDS	\$ 1,539.36		
		15-01295	WITMER PUBLIC SAFETY GROUP	GLOCK 17T	\$ 2,310.00		
		15-01554	GOVCONNECTION, INC.	COMPUTER EQUIPMENT UPGRADE	\$ 4,837.96		
		15-01751	CENTER FOR OCCUPATIONAL MED.	POLICE ACADEMY PHYSICAL	\$ 8,400.00		
		15-01754	CITY PAINT AND HARDWARE	APRIL 2015 BILL	\$ 106.81		
		15-01757	RIVERFRONT CAR WASH	MARCH 2015 BILL	\$ 340.00		
		15-01764	EXECUTIVE BINDING SYSTEMS	CHANNELBIND BOOKS	\$ 338.32		
		15-01942	INSTITUTE FOR FORENSIC	PSYCHOLOGICAL EVALUATION	\$ 900.00		
		15-01945	ENTERPRISE CONSULTANTS LLC	APRIL 2015 BILL	\$ 415.50		
		15-01947	MAGLOCLEN	TRAINING COURSE	\$ 375.00		
		15-01948	INSTITUTE FOR FORENSIC	PSYCHOLOGICAL EVALUATION	\$ 1,500.00		
		15-02114	CITY PAINT AND HARDWARE	MAY 2015 BILL	\$ 319.82		
		15-02270	ASTRALHEALTH CENTER HOBOKEN	CROSSING GURAD PHYSICAL	\$ 320.00		
		UNCLASSIFIED	IOPERATING	15-02143	NJLM	2015 MEMBERSHIP DUES	\$ 3,009.00
		UNCLASSIFIED ELECTRICITY	IOPERATING	15-02137	PSE&G COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 704.91
				15-02195	PSE&G COMPANY	ELECTRIC UTILITY-BATTING CAGE	\$ 198.74
				15-02196	PSE&G COMPANY	ELECTRIC UTILITY - MAY 2015	\$ 21,123.59
				15-02295	PSE&G COMPANY	RIVER ST & 2ND TRAFFIC LIGHT	\$ 44.43
				15-02382	SOUTH JERSEY ENERGY	ELEC UTIL - 130 GRAND STREET	\$ 3,082.11
UNCLASSIFIED GASOLINE	IOPERATING	15-02290	EXXONMOBIL FLEET GECC	GASOLINE FOR 6/15	\$ 26,038.26		
UNCLASSIFIED INSURANCE	IOPERATING	14-02995	FAIRVIEW INSURANCE ASSOC.	HEALTH INSURANCE BROKER	\$ 16,750.00		
		15-00089	FALCO, JOAN	CY2015 WORKERS COMP PYMNTS	\$ 438.00		
		15-00730	MARY RINALDI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		15-01542	MARGARET LAHR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		15-01968	ROY F. HAACK SR.	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		15-01969	JANET K. FOUTS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		15-01970	BARBARA B. LOMBARDI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		15-02111	BRUCE ELESHEWICH	MEDICARE PART B REIMBURSEMENT	\$ 314.70		
		15-02112	KENNETH M. MCGURK	MEDICARE PART B REIMBURSEMENT	\$ 314.70		
		15-02193	GARDEN STATE MUNI.JOINT INSURA	2015 MEMBER ASSESSMENT 2 OF 2	\$ 694,564.00		

**CITY OF HOBOKEN
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED INSURANCE	IOPERATING	15-02292	THE PMA INSURANCE GROUP	WORKERS COMP MAY 2015	\$ 7,634.68
		15-02296	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. JULY 2015	\$ 1,752,210.29
		15-02297	BLUE CROSS BLUE SHIELD NJ D	DENTAL INSURANCE JULY 2015	\$ 41,304.48
		15-02298	VISION SERVICE PLAN, INC.	VISION INSURANCE JULY 2015	\$ 10,553.49
UNCLASSIFIED NATURAL GAS	IOPERATING	15-02381	WOODRUFF ENERGY US LLC	NATURAL GAS	\$ 14,348.47
UNCLASSIFIED POSTAGE	IOPERATING	15-00184	MARLIN LEASING CORPORATION	LEASE OF MAIL MACHINE	\$ 708.54
UNCLASSIFIED STREET LIGHTING	IOPERATING	15-02197	PSE&G COMPANY	STREET LIGHTING - MAY 2015	\$ 58,525.50
UNCLASSIFIED TELEPHONE	IOPERATING	15-02198	CABLEVISION LIGHTPATH, INC.	INTERNET SVS 5/15	\$ 4,093.36
		15-02199	VERIZON	TELEPHONE SERVICES 4,5/15	\$ 24,902.02
		15-02200	CABLEVISION SYSTEMS CORP.	MODEM SERVICES 6/15	\$ 1,206.38
UNCLASSIFIED TOWING & STORAGE	IOPERATING	15-01884	JOHN'S MAIN AUTO BODY	TOWING SERVICES	\$ 25.00
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	15-02289	HOBOKEN WATER SERVICE	WATER UTILITY - 2ND QUARTER	\$ 934.35
UNCLASSIFIED/COPIERS	IOPERATING	15-00076	SHARP ELECTRONICS CORPORATION	2015 LEASE OF COPIERS	\$ 4,911.46
ADM CONSTRUCTION CODE	IOPERATING	15-00715	T & M ASSOCIATES	STRUCTURAL INSPECTION	\$ 656.62
Grand Total					\$ 5,755,213.30

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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
ESCROW	CD MLUL PB ESCROW ACCTS	15-01774	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 11,879.25
	CD MLUL ZBA ESCROW ACCTS	15-01691	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 1,019.00
		15-01770	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 545.50
		15-01902	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 785.00
ESCROW Total					\$ 14,228.75
ICAPITAL	ADM BUSINESS ADMINISTRATION	14-03706	T & M ASSOCIATES	ENGINEER - CONS. OVERSIGHT	\$ 63,298.05
		15-00764	STATE OF NJ, DEPT OF ENV PROT	SW BLOCK 12 PERMIT APPLICATION	\$ 7,000.00
		15-01105	REGGIO CONSTRUCTION, INC.	2014 ROAD RESURFACING PACK "A"	\$ 123,259.69
		15-01337	VALUE RESEARCH GROUP, LLC	PRO. SERVICE - APPRAISAL SVC	\$ 4,300.00
		15-01690	BANISCH ASSOCIATES	PRO. PLANNER - BLOCK 12	\$ 11,371.00
		15-01973	CRISTL ABSTRACT, LLC	TITLE SEARCH-BASF PROPERTY	\$ 1,500.00
		15-02086	EXCEL ENVIRONMENTAL RESOURCES	LSRP (ON CALL) CY2015	\$ 14,360.65
		15-02145	CONTROL POINT ASSOCIATES, INC.	CONSULTING SVS - BLOCK 12	\$ 2,600.00
	ADM FINANCE SUPERVISORS OFF CD DIRECTOR'S OFFICE HS DIRECTOR'S OFFICE	15-02395	BOSWELL ENGINEERING	CASTLE POINT/SINATRA PARK	\$ 56,116.50
		15-02088	PARKER McCAY, P.A.	PROF FEES: 2015 TAXABLE NOTES	\$ 2,345.32
		12-04468	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL- A. HOUSING	\$ 60.00
		13-03434	FINE WALL CORP	REHAB HOBOKEN FIREHOUSE	\$ 12,030.00
		ICAPITAL Total			
ICDBG2818	COMMUNITY DEVELOPMENT	15-01989	HOPES INC.	HOPES INC. CITY MATCH REIM	\$ 3,960.92
ICDBG2818 Total					\$ 3,960.92
IDOG	HS BD OF HEALTH	15-01568	TREASURER, STATE OF NEW JERSEY	1ST QTR. DOG LICENSE REPORT	\$ 1,129.80
IDOG Total					\$ 1,129.80
IFEDERAL	ADM BUSINESS ADMINISTRATION	14-00146	PRINCETON HYDRO LLC	POST SANDY DISASTER PLAN	\$ 17,806.36
		14-00322	HOLT MORGAN RUSSELL	PRESERVATION PLAN - CITY HALL	\$ 3,791.00
		14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 57,336.40
		14-03775	T & M ASSOCIATES	ENG'G DESIGN & ADMINISTRATION	\$ 27,225.80
	ES PUBLIC PROPERTY ES SHADE TREE COMMISSION	15-02017	RELIABLE TREE SERVICES	REMOVAL OF DEAD TREES	\$ 5,430.89
		15-02147	TREES UNLIMITED, LLC	CROWN TREES AT JACKSON ST. PK	\$ 2,075.00
IFEDERAL Total					\$ 113,665.45
IHAZMAT	PS FIRE	15-02204	ASTRALHEALTH CENTER HOBOKEN	HAZMAT PHYSICALS	\$ 17,500.00
	PS FIRE SAFETY	15-00940	FF1 PROFESSIONAL SAFETY SER.	Fire Equipment	\$ 1,653.30
IHAZMAT Total					\$ 19,153.30
IO M FUND	ES DIRECTOR'S OFFICE	15-01864	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 983.45
	HS PARKS	15-01870	JOHN A. EARL CO.	TOILET PAPER FOR PARKS	\$ 521.40
		15-02131	PSE&G COMPANY	MAY 2015 - PIER A	\$ 1,074.03
IO M FUND Total					\$ 2,578.88
IOPENSACE	CD DIRECTOR'S OFFICE	15-01154	THE AMBIENT GROUP, LLC	PROV OF DISPOSAL CONCRETEWASTE	\$ 71,849.25
IOPENSACE Total					\$ 71,849.25
IOPERATING	ADM BUSINESS ADMINISTRATION	14-00603	MILLENNIUM STRATEGIES	PRO SERVICE - GRANT WRITING	\$ 3,333.00
		14-03557	MCMANIMON,SCOTLAND, & BAUMANN	SP. COUNSEL - PILOT COUNSEL	\$ 1,206.27
		14-04050	PFEIFFERGOV, LLC	CONSULTING SERVICES	\$ 4,125.00

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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	ADM BUSINESS ADMINISTRATION	15-01793	OFFICE BUSINESS SYSTEMS, INC.	AUDIO FOR COUNCIL MEETING	\$ 305.00
		15-01940	PREMIER TECHNOLOGY SOLUTIONS	MAY 2015 IT SERVICES-CITY HALL	\$ 7,316.75
		15-02019	BROWN & BROWN METRO INC	MAY 2015 RMC FEES/GSMJIF	\$ 5,400.00
		15-02081	EXTEL COMMUNICATIONS, INC.	POLYCOM CONF. TELEPHONES	\$ 1,310.20
		15-02083	HUDSON ESSEX PASSAIC SOIL	SOIL EROSION APPLICATION	\$ 775.00
		15-02085	GREENER BY DESIGN	GRANT WRITING SERVICES CY2015	\$ 6,296.50
		15-02096	PREMIER TECHNOLOGY SOLUTIONS	JUNE 2015 CITY HALL SERVICES	\$ 7,035.25
		15-02127	BOSWELL ENGINEERING	PRIOR YEAR BILL PIER C	\$ 684.00
		15-02194	COUNTY OF HUDSON	2015 PYMNT ON 2003-2011 PILOTS	\$ 202,522.00
		15-02293	QUENTIN W. WIEST	REIMBURSEMENT FOR GAS-CAR 122	\$ 20.00
		15-02321	FAIRVIEW INSURANCE ASSOC.	JULY2015 MONTHLY&WELLNESS FEES	\$ 16,885.00
		15-02393	BROWN & BROWN METRO INC	JUNE 2015 RMC/GSMJIF FEES	\$ 2,958.80
	15-01104	T & M ASSOCIATES	ENGINEER FOR FD PARKING LOT	\$ 10,987.33	
	15-02396	MCMANIMON, SCOTLAND, & BAUMANN	PROFESSIONAL SERVICES-EMP. ISSUE	\$ 589.00	
	15-00234	PARKER McCAY, P.A.	SP LE COUNSEL - BOND COUNSEL	\$ 570.00	
	15-01747	GOVCONNECTION, INC.	PRINTER FOR C. BALDWIN,FINANCE	\$ 520.03	
	15-01881	GOVCONNECTION, INC.	WIRELESS MOUSE FOR C. BALDWIN	\$ 29.98	
	15-01980	HOBOKEN PUBLIC LIBRARY	MONTHLY PAYMENTS	\$ 460,429.77	
	15-02000	INSTITUTE FOR PROFESSIONAL	OPEN PUBLIC RECORDS ACT	\$ 99.00	
	15-02135	PROFESSIONAL GOVERNMENT	SEMINAR LINDA LANDOLFI	\$ 90.00	
	15-01998	VIJAY CHAUDHURI	OFFICE SUPPLIES	\$ 78.32	
	15-02191	DAWN ZIMMER	TRAVEL REIMBURSEMENT	\$ 480.20	
	15-02192	DAWN ZIMMER	CONFERENCE REIMBURSEMENT	\$ 685.05	
	15-01559	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 122.00	
	15-01755	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,208.05	
	15-01965	ENTERPRISE CONSULTANTS LLC	MONTHLY MAINTENANCE	\$ 212.50	
	15-01885	HOBOKEN BEER & SODA OUTLET	SUPPLIES-FIRE ON BLOOMFIELD ST	\$ 139.80	
	15-01888	GARDEN STATE HIGHWAY PROD.	MINI BOARD EQUIPMENT SVS	\$ 843.00	
	15-02110	LOU CASCIANO	NJ EMERG PREP CONFERENCE 2015	\$ 110.00	
	15-02366	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE MAY 2015	\$ 57,827.07	
	15-01809	INST. FOR PROFESSIONAL DEVEL.	OPRA SEMINAR	\$ 198.00	
	15-01954	SHORE BUSINESS SOLUTIONS	STAPLE CARTRIDGE FOR COPIERS	\$ 216.19	
	15-02176	JIM TERRUSO, TREASURER	MEETING - GOVT PUR ASSOCIATION	\$ 32.00	
	14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	\$ 1,087.84	
	14-00729	LITE DEPALMA GREENBERG, LLC	SP LE COUNSEL - GEN LITIGATION	\$ 5,271.66	
	14-00989	DECOTIIS, FITZPATRICK & COLE	SP LEGAL COUNSEL - PUB UTILITY	\$ 1,065.60	
14-02438	FLORIO & KENNY LLP	AFFIRMATIVE ACTION OFFICER	\$ 4,719.50		
14-03010	LITE DEPALMA GREENBERG, LLC	SP LEGAL COUNSEL-LABOR \$EMPL.	\$ 1,080.00		
15-00248	THOMAS KOEHL, ESQ	2015 MUN. PUBLIC DEFENDER	\$ 275.00		
15-00628	WEINER & LESNIAK, LLP	CY2015 LABOR AND EMPLOYMENT	\$ 14,362.04		
15-00629	INGLESINO, WYCISKALA	CY2015 INSURANCE COUNSEL	\$ 1,168.94		

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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	ADM SPECIAL COUNSEL	15-01332	GANN LAW BOOKS	NJ RULES OF EVIDENCE 2015	\$ 122.00
		15-02294	NJ LAWYERS' FUND	ANNUAL ATTORNEY REGISTRATION	\$ 252.00
		15-02392	GARDEN STATE MUNI.JOINT INSURA	INSURANCE DEDUCTIBLE MAY 2015	\$ 78,615.30
	ADM TAX ASSESSOR	15-00312	VINCENT J. LAPAGLIA	SP COUNSEL -CY2015 TAX APPEALS	\$ 27,716.77
		15-01371	SOCIETY OF PROF. ASSESSORS	CONTINUING EDUCATION	\$ 105.00
	ADM TAX COLLECTOR	15-01129	JERSEY JOURNAL	TAX SALE ADVERTISEMENT	\$ 1,913.40
		15-01992	ALEXANDER FERNBACH &	OVERPAYMENT	\$ 3,326.15
		15-01993	CAPITAL ONE BANK	OVERPAYMENT	\$ 5,782.79
		15-02138	TOLL BROTHERS, INC.	REFUND OVERBILL	\$ 361,335.40
		15-02139	626 GRAND STREET LLC	OVERPAYMENT	\$ 3,310.62
		15-02160	CORELOGIC	OVERPAYMENT	\$ 975.68
		15-02161	CITIMORTGAGE, INC.	OVERPAYMENT	\$ 1,021.10
		15-02162	BENJAMIN LYNCH	OVERPAYMENT	\$ 2,087.05
	ADM/CORPORATION COUNSEL	15-01798	GOVCONNECTION, INC.	REPLACEMENT PC FOR A. PROKO	\$ 492.18
	ADM/COUNCIL	15-01742	POGGI PRESS	LICENSE FOR RAFFLES BOOK	\$ 1,529.00
		15-01975	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 18.75
	ADM/ELECTIONS	15-02099	CHARLES KOLMER	PRIMARY ELECTION JUNE 2, 2015	\$ 240.00
		15-02100	RICHARD REPETTI	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02101	RICHARD J. SCHUBRING	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02102	RICHARD SCHUBRING	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02103	LAUREN FARINA	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02104	ALYSSA PASCULLI	PRIMARY ELECTION JUNE 2, 2015	\$ 100.00
		15-02106	FARINA, JAMES	PRIMARY ELECTION JUNE 2, 2015	\$ 25.00
	ADM/LEGAL ADS	15-02311	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR MAY 2015	\$ 1,218.12
	CD DIRECTOR'S OFFICE	14-00187	MASER CONSULTING P A	PLANNER - NEUMANN LEATHERS	\$ 750.50
		14-02024	MASER CONSULTING P A	Professional SVC- Post Office	\$ 671.50
		14-02025	MASER CONSULTING P A	Professional SVC -Western Edge	\$ 6,596.50
		14-03491	KENNY ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES - LSRP	\$ 1,570.00
		14-04521	GILSANZ MURRAY STEFICEK LLP	PROFESSIONAL SVS 9/11 MEMORIAL	\$ 3,450.00
		15-00233	MCMANIMON,SCOTLAND, & BAUMANN	SP LE COUNSEL - REDEVELOPMENT	\$ 285.00
		15-00235	WEINER & LESNIAK, LLP	SP LE COUNSEL - HIST. PRESERV	\$ 300.00
		15-00236	MARAZITI, FALCON, LLP	SP LE COUNSEL - REDEVELOPMENT	\$ 10,615.07
		15-00242	REHABCO, INC.	PLANNERS FOR CDBG 5-YR ACTION	\$ 9,750.00
		15-01517	RECAST CITY LLC	PRO SERVICE - MAKER SPACE	\$ 6,000.00
	CD MLUL PLANNING BOARD	15-01852	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 800.00
	CD MLUL ZONING BD OF ADJ	15-01875	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 252.00
		15-01976	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 144.00
	ES DIRECTOR'S OFFICE	15-01864	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 1,747.31
	ES PUBLIC PROPERTY	15-00597	JOHN A. EARL CO.	VACUUM BAGS CITY HALL	\$ 103.25
		15-01609	STATE CHEMICAL MFG.	JANITORIAL SUPPLIES	\$ 998.32
		15-01727	NATURE'S CHOICE	RECYCLING OF CHRISTMAS TREES	\$ 300.00

**CITY OF HOBOKEN
CLAIMS LISTING
JULY 8, 2015**

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
		15-01876	NESTLE WATERS INC	WATER COOLER RENTALS	\$ 230.91
		15-01957	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS CITY BLDGS.	\$ 10,197.43
		15-01959	COOPER PEST SOLUTIONS, INC.	PEST CONTROL - POLICE DEPT.	\$ 100.00
		15-02005	COOPER PEST SOLUTIONS, INC.	GENERAL PEST CONTROL SERVICES	\$ 338.33
		15-02009	ENVIRONMENTAL CLIMATE CONTROL	BOILER REPAIR - CITY HALL	\$ 3,818.90
		15-02011	HOBOKEN GLASS COMPANY	SEAL WINDOW - FINANCE DEPT.	\$ 110.00
		15-02018	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL	\$ 85.65
		15-02021	JOHN A. EARL CO.	SUPPLIES FOR M.S.C.	\$ 650.58
		15-02149	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR POLICE DEPT	\$ 117.51
		15-02155	RUG & FLOOR STORE, INC.	CARPET FOR DIRECTORS OFF. H.S.	\$ 2,900.00
		15-02177	LOWE'S #1937	AIR CONDITIONERS	\$ 891.10
		15-02180	LOWE'S #1937	AIR CONDITIONER	\$ 493.05
		15-02255	PRESTIGE AIR	HVAC REPAIRS	\$ 1,200.00
		15-02274	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL - CITY HALL	\$ 85.65
		15-02278	JOHN DUFFY ENERGY SERVICES	REPAIRS TO HVAC SYSTEMS	\$ 3,055.00
		15-02340	GEORGE KOUSTAS PAINTING LLC	PAINT CEILING/WALL HUMAN SER.	\$ 11,500.00
		15-02347	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL - CITY HALL	\$ 85.65
		15-02349	ENVIRONMENTAL CLIMATE CONTROL	HVAC REPAIRS	\$ 1,499.59
		15-02353	TATBIT CO.	ELECTRICAL REPAIRS - POLICE ST	\$ 863.20
		15-02367	UNITED DECORATING	RAINBOW FLAG	\$ 24.82
		15-02368	CIRILLO ELECTRIC, INC.	ELECTRICAL REPAIRS	\$ 3,530.00
		15-02371	TATBIT CO.	ELECTRICAL REPAIRS - POLICE ST	\$ 327.70
		15-02376	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 55.00
		15-02385	LOWE'S #1937	REFRIGERATOR FOR CITY CLERK	\$ 492.10
		15-02388	LOWE'S #1937	AIR CONDITIONER	\$ 398.05
	ES ROADS	15-00243	PATCH MANAGEMENT, INC.	SPRAY INJECTION POTHOLE REPAIR	\$ 1,750.00
		15-01493	TILCON NEW YORK	BITUMINOUS CONCRETE	\$ 2,560.72
		15-01951	ONE CALL CONCEPTS, INC.	MARK OUT CITY STREETS 4/15	\$ 95.48
	ES SHADE TREE COMMISSION	15-00988	PAUL COWIE & ASSOCIATES	TRAINING FOR TREE PRUNING	\$ 745.00
		15-02150	LOSURDO BROTHERS	REFRESHMENTS FOR CLASS	\$ 250.00
	ES SOLID WASTE	15-01867	CALI CARTING, INC.	SOLID WASTE/RECYCLING COLLECT.	\$ 149,166.66
		15-01952	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHGS 4/15	\$ 210,130.61
		15-02172	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR GARAGE	\$ 58.31
		15-02243	CALI CARTING, INC.	SOLID WASTE & RECYCLING COLL.	\$ 149,166.66
	FLEET MANAGEMENT	14-04408	JESCO, INC.	PARTS FOR SWEEPER 101 & 102	\$ 476.16
		15-01572	TRIUUS, INC.	PARTS FOR SWEEPER 104	\$ 604.45
		15-01829	FASTENAL	SUPPLIES CENTRAL GARAGE	\$ 1,607.10
		15-02248	DAVID WEBER OIL CO.	ANTIFREEZE FOR ALL VEHICLES	\$ 711.70
	HS BD OF HEALTH	15-02170	HOBOKEN MESSENGER SERVICE	RUSH/PROCESS MUNICIPAL SUMMONS	\$ 49.00
		15-02302	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL - MAY 2015	\$ 5,916.67
	HS DIRECTOR'S OFFICE	15-01595	PATCH MANAGEMENT, INC.	POTHOLE PATCHING SERVICES	\$ 3,828.13

**CITY OF HOBOKEN
CLAIMS LISTING
JULY 8, 2015**

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	HS PARKS	15-00495	BURNS BROS. & MCCABE, INC.	WWII MEMORIAL REPAIRS	\$ 5,068.00
		15-01715	RECREATION SAND OF SJ, LLC	PMC MIX FOR LITTLE LEAGUE FLD.	\$ 975.00
		15-01716	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		15-01861	ALL COUNTY LANDSCAPING SVS	LANDSCAPE MAINTENANCE	\$ 1,790.00
		15-01862	ALL COUNTY LANDSCAPING SVS	LANDSCAPE SERVICES	\$ 1,790.00
		15-01960	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 1,381.43
		15-02148	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 349.17
		15-02253	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN PARKS	\$ 2,513.57
		15-02277	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - C.S. PARK	\$ 658.40
		15-02281	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN C.S. PARK	\$ 2,717.10
		15-02334	MAIK INC	REPAIRS TO IRRIGATION SYSTEM	\$ 757.50
		15-02336	Z'S IRON WORKS	INSTALLATION OF PLAQUE	\$ 160.00
		15-02339	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		15-02350	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - PARKS	\$ 1,994.05
		15-02352	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - PARKS	\$ 526.09
		15-02354	LOMBARDY DOOR SALES	OVERHEAD DOOR REPAIRS	\$ 147.00
		15-02374	MATERA'S NURSERY	EQUIPMENT REPAIR/SUPPLIES	\$ 909.40
		15-02377	LOU'S LANDSCAPING & DESIGN INC	LANDSCAPE MAINTENANCE	\$ 3,115.00
	HS RECREATION	15-01720	METROPOLITAN COFFEE SERVICE	COOLER/WATER FOR OFFICE	\$ 389.90
		15-02093	N.J.A.B.C.	LEAGUE REGISTRATION FEE	\$ 1,430.00
		15-02386	STAN'S SPORT CENTER	SPORTING EQUIPMENT	\$ 11,292.40
	HS RENT LEVELING/STABILIZATION	15-00066	STAR LEDGER	2015 RENT LEVELING LEGAL ADS	\$ 55.80
		15-02280	THE RIVERVIEW PRESS	RENT STABILATION LETTER	\$ 1,025.00
	HS SENIOR CITIZEN PROGRAM	15-00406	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 480.08
		15-02016	METROPOLITAN COFFEE SERVICE	WATER FOR SENIOR CENTER	\$ 51.00
		15-02169	E-Z PASS CUSTOMER SERVICE CTR	REPLENISH E-Z PASS ACCOUNT	\$ 300.00
		15-02171	REBEKAH ARAMINI LUPO	SERVICES RENDERED (YOGA INSTR)	\$ 880.00
		15-02254	FOLEY, THOMAS	REIMBURSEMENT	\$ 37.88
		15-02379	THOMAS FOLEY	REIMBURSEMENT	\$ 79.60
		15-02387	RIGHT ANGLE FRAMING	MULTI WALL FRAMING	\$ 368.69
	HS VITAL STATISTICS	15-02008	SHORE BUSINESS SOLUTIONS	PER COPY BILLING	\$ 45.00
		15-02348	SHORE BUSINESS SOLUTIONS	MONTHLY MAINTENANCE AGREEMENT	\$ 45.00
	PS FIRE	15-00942	AAA EMERGENCY SUPPLY	TOOLS/EQUIPMENT	\$ 2,160.00
		15-01645	AAA EMERGENCY SUPPLY	BULLARD LANYARD FOR ECLIPSE	\$ 374.71
		15-01746	KLINGER TIRE & SERVICE CO.	L2 TIRES	\$ 1,450.00
		15-01760	FASTENAL	RESCUE SAW STATER ASSEMBLE	\$ 96.95
		15-01949	CONTINENTAL FIRE & SAFETY	TOOL HOSE REPAIRS	\$ 361.00
		15-01995	PROCOMM SYSTEMS	NO VOICE AUDIO/REPAIRS MADE	\$ 465.00
		15-01996	HOBOKEN LOCK & SUPPLY	KEYS	\$ 200.00
		15-02003	PORT SUPPLY	MARINE 1 50' POWER CORD	\$ 82.95
	PS FIRE SAFETY	15-01065	PINNACLE WIRELESS USA INC	Labor	\$ 375.00

**CITY OF HOBOKEN
CLAIMS LISTING
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	PS POLICE	15-01264	BOOMERANGIT, INC	NBR CARDS	\$ 1,539.36
		15-01295	WITMER PUBLIC SAFETY GROUP	GLOCK 17T	\$ 2,310.00
		15-01554	GOVCONNECTION, INC.	COMPUTER EQUIPMENT UPGRADE	\$ 4,837.96
		15-01751	CENTER FOR OCCUPATIONAL MED.	POLICE ACADEMY PHYSICAL	\$ 8,400.00
		15-01754	CITY PAINT AND HARDWARE	APRIL 2015 BILL	\$ 106.81
		15-01757	RIVERFRONT CAR WASH	MARCH 2015 BILL	\$ 340.00
		15-01764	EXECUTIVE BINDING SYSTEMS	CHANNELBIND BOOKS	\$ 338.32
		15-01942	INSTITUTE FOR FORENSIC	PSYCHOLOGICAL EVALUATION	\$ 900.00
		15-01945	ENTERPRISE CONSULTANTS LLC	APRIL 2015 BILL	\$ 415.50
		15-01947	MAGCLOLEN	TRAINING COURSE	\$ 375.00
		15-01948	INSTITUTE FOR FORENSIC	PSYCHOLOGICAL EVALUATION	\$ 1,500.00
		15-02114	CITY PAINT AND HARDWARE	MAY 2015 BILL	\$ 319.82
		15-02270	ASTRALHEALTH CENTER HOBOKEN	CROSSING GURAD PHYSICAL	\$ 320.00
	UNCLASSIFIED	15-02143	NJLM	2015 MEMBERSHIP DUES	\$ 3,009.00
	UNCLASSIFIED ELECTRICITY	15-02137	PSE&G COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 704.91
		15-02195	PSE&G COMPANY	ELECTRIC UTILITY-BATTING CAGE	\$ 198.74
		15-02196	PSE&G COMPANY	ELECTRIC UTILITY - MAY 2015	\$ 21,123.59
		15-02295	PSE&G COMPANY	RIVER ST & 2ND TRAFFIC LIGHT	\$ 44.43
		15-02382	SOUTH JERSEY ENERGY	ELEC UTIL - 130 GRAND STREET	\$ 3,082.11
	UNCLASSIFIED GASOLINE	15-02290	EXXONMOBIL FLEET GECC	GASOLINE FOR 6/15	\$ 26,038.26
	UNCLASSIFIED INSURANCE	14-02995	FAIRVIEW INSURANCE ASSOC.	HEALTH INSURANCE BROKER	\$ 16,750.00
		15-00089	FALCO, JOAN	CY2015 WORKERS COMP PYMNTS	\$ 438.00
		15-00730	MARY RINALDI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-01542	MARGARET LAHR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-01968	ROY F. HAACK SR.	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-01969	JANET K. FOUTS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-01970	BARBARA B. LOMBARDI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		15-02111	BRUCE ELESHEWICH	MEDICARE PART B REIMBURSEMENT	\$ 314.70
		15-02112	KENNETH M. MCGURK	MEDICARE PART B REIMBURSEMENT	\$ 314.70
		15-02193	GARDEN STATE MUNI.JOINT INSURA	2015 MEMBER ASSESSMENT 2 OF 2	\$ 694,564.00
		15-02292	THE PMA INSURANCE GROUP	WORKERS COMP MAY 2015	\$ 7,634.68
		15-02296	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. JULY 2015	\$ 1,752,210.29
		15-02297	BLUE CROSS BLUE SHIELD NJ D	DENTAL INSURANCE JULY 2015	\$ 41,304.48
		15-02298	VISION SERVICE PLAN, INC.	VISION INSURANCE JULY 2015	\$ 10,553.49
	UNCLASSIFIED NATURAL GAS	15-02381	WOODRUFF ENERGY US LLC	NATURAL GAS	\$ 14,348.47
	UNCLASSIFIED POSTAGE	15-00184	MARLIN LEASING CORPORATION	LEASE OF MAIL MACHINE	\$ 708.54
	UNCLASSIFIED STREET LIGHTING	15-02197	PSE&G COMPANY	STREET LIGHTING - MAY 2015	\$ 58,525.50
	UNCLASSIFIED TELEPHONE	15-02198	CABLEVISION LIGHTPATH, INC.	INTERNET SVS 5/15	\$ 4,093.36
		15-02199	VERIZON	TELEPHONE SERVICES 4,5/15	\$ 24,902.02
		15-02200	CABLEVISION SYSTEMS CORP.	MODEM SERVICES 6/15	\$ 1,206.38
	UNCLASSIFIED TOWING & STORAGE	15-01884	JOHN'S MAIN AUTO BODY	TOWING SERVICES	\$ 25.00

CITY OF HOBOKEN
CLAIMS LISTING
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	UNCLASSIFIED WATER & SEWERAGE	15-02289	HOBOKEN WATER SERVICE	WATER UTILITY - 2ND QUARTER	\$ 934.35
	UNCLASSIFIED/COPIERS	15-00076	SHARP ELECTRONICS CORPORATION	2015 LEASE OF COPIERS	\$ 4,911.46
	ADM CONSTRUCTION CODE	15-00715	T & M ASSOCIATES	STRUCTURAL INSPECTION	\$ 656.62
IOPERATING Total					\$ 4,696,848.79
IPARK UTILITY	ADM PARKING UTILITY	15-00345	BOMARK INSTRUMENTS INC.	SOUND LEVEL METERS; TRAINING	\$ 3,470.00
		15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	\$ 1,079.94
		15-01385	T & M CONTRACTING CO., INC.	CONSTRUCTION-11TH STREET LOT	\$ 1,600.00
		15-01488	NAGELS NORTH AMERICA LLC	GARAGE TICKETS	\$ 1,860.00
		15-01491	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC EQUIPMENT	\$ 3,076.00
		15-01679	INTELLIGENT TRAFFIC SUPPLY PRO	SIGNAL & TRAFFIC EQUIPMENT	\$ 1,554.00
		15-01775	ANGELO TANZI	TOWING REFUND	\$ 226.00
		15-01777	BOB'S GLASS WORKS	DOOR WINDOW TINTING	\$ 485.00
		15-01778	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 2,197.72
		15-01784	SIEMENS INDUSTRY, INC.	FIRE ALARM REPAIRS-MIDTOWN	\$ 2,439.00
		15-01789	AMANO McGANN, INC.	ACCESS TAGS - GARAGE B	\$ 3,415.00
		15-01800	JENNIFER CORDOVA	REFUND MIDTOWN GARAGE	\$ 90.00
		15-01801	MARK PREVETI	MISC KEY FOD REVENUE	\$ 20.00
		15-01854	FASTENAL	MISC. EQUIPMENT	\$ 1,498.50
		15-01856	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 66.00
		15-01857	ACADEMY EXPRESS LLC	HOP BUS WASHES - APRIL 2015	\$ 300.00
		15-01887	UNITRONICS SYSTEMS, INC.	SUPPORT/916 GARDEN ST.-APRIL	\$ 11,500.00
		15-01890	JERSEY ELEVATOR COMPANY	GARAGE ELEVATOR MAINTENANCE	\$ 250.00
		15-01903	JONATHAN VERNO	TOWING REFUND	\$ 183.85
		15-01904	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 121.30
		15-01906	ADVANCED DOOR SALES, INC.	GARAGE G DOOR SERVICES	\$ 206.25
		15-01919	ALYSSA DATTOLI	TOWING REFUND	\$ 182.10
		15-01920	RICHARD GUTIERREZ	TOWING REFUND	\$ 220.00
		15-01924	ADVANCED DOOR SALES, INC.	DOOR REPAIRS - GARAGE G	\$ 3,055.00
		15-01925	PRECISION TECHNOLOGY SOLUTIONS	ACCESS CARDS - GARAGE G	\$ 410.00
		15-01928	FASTENAL	CLEAR TAPE-ONSTREET	\$ 730.02
		15-01930	AMANO McGANN, INC.	GARAGE D REPAIRS	\$ 1,125.00
		15-01932	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 42.00
		15-02060	CLEAN MAT SERVICES LLC	MAT RENTAL SERVICES	\$ 296.69
		15-02061	AT&T (LD)	LD SERVICES - MAY 2015	\$ 31.04
		15-02062	PROPARK AMERICA NEW YORK	GARAGES-REIMBURS. EXP APRIL 15	\$ 19,980.41
		15-02063	CITY PAINT AND HARDWARE	MISC. SUPPLIES - APR./MAY	\$ 56.92
		15-02064	NOBEL COMPUTER SYSTEMS, INC.	HOSTING/IMPOUNDS - MAY 2015	\$ 2,316.00
15-02068	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - MAY 2015	\$ 6,900.00		
15-02069	UNITRONICS SYSTEMS, INC.	MONTHLY SUPPORT-916 GARDEN ST.	\$ 11,500.00		
15-02070	AMANO McGANN, INC.	GARAGE SERVICE CALLS	\$ 670.00		
15-02071	PURCHASE POWER	POSTAGE BY PHONE	\$ 259.00		

**CITY OF HOBOKEN
CLAIMS LISTING
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
		15-02072	NETWORKFLEET, INC.	GPS SERVICES/PARTS	\$ 510.00
		15-02073	ADVANCED DOOR SALES, INC.	GARAGE G DOOR REPAIRS	\$ 241.60
		15-02074	FASTENAL	MISC. SUPPLIES - ONSTREET	\$ 1,768.50
		15-02075	ACADEMY EXPRESS LLC	HOP BUS WASHES - MAY 2015	\$ 220.00
		15-02078	NETWORKFLEET, INC.	GPS SERVICES - JUNE 2015	\$ 468.90
		15-02079	PAETEC COMMUNICATIONS INC.	LONG DISTANCE - MAY 2015	\$ 361.54
		15-02080	COOPER PEST SOLUTIONS, INC.	PEST CONTROL - 916 GARDEN ST.	\$ 45.00
		15-02122	WILMINGTON TRUST COMPANY	INTEREST PAYMENT-GO BONDS	\$ 215,000.00
		15-02187	PSE&G COMPANY	TAXI STAND UTILITIES-MAY 2015	\$ 26,947.28
		15-02188	AT&T MOBILITY	METER UTILITIES - MAY 2015	\$ 629.38
		15-02233	EXXONMOBIL FLEET GECC	HPU/HOP FUEL - MAY, 2015	\$ 1,500.33
		15-02237	PITNEY BOWES	METER LEASE PAYMENT - JUNE	\$ 102.00
		15-02242	JOHN N. MORGAN	REIMBURSEMENT/OFFICE	\$ 319.68
		15-02256	MARY EMMA	REIMBURSEMENT	\$ 12.63
IPARK UTILITY Total					\$ 331,539.58
ITRUST	ADM MUNICIPAL COURT/POAA TRUST	15-01233	INTERIOR MOTIF, LLC	BLINDS & SHADES FOR WINDOWS	\$ 1,121.00
	ADM TAX COLLECTOR	14-01927	TOM PALERMO	REDEMPTION	\$ 1,286.42
		15-01696	US BANK CUST FOR	REDEMPTION	\$ 34,121.75
		15-01962	CST FOR EBURY FUND 1 NJ LLC	REDEMPTION	\$ 29,016.81
		15-01963	MTAG SVC-ATCFII NJ LLC	REDEMPTION	\$ 107,887.81
	COMMUNITY DEVELOPMENT	15-01844	PLAID LAB CREATIVE	2015 GREEN FAIR TOTE BAGS	\$ 1,300.00
	ES PUBLIC PROPERTY	15-02159	MILE SQUARE EVENTS	SERVICES RENDERED	\$ 300.00
	HS BD OF HEALTH	15-01567	TREASURER, STATE OF NEW JERSEY	1ST QTR. MARRIAGE LICENSE RPT.	\$ 1,500.00
	HS CULTURAL AFFAIRS	15-01840	ALL STAR RENTALS, INC.	TENT, TABLE, CHAIR RENTAL	\$ 563.00
		15-01842	DAN MCCOWN	STAGE MANAGER - SPRING FEST.	\$ 450.00
		15-01843	THIS IS IT	BANNERS FOR IRISH FESTIVAL	\$ 267.50
		15-01845	CAMERON CLEMENTS	SOUND ASSISTANCE - SPRING FEST	\$ 294.00
		15-01847	BOB KESSLER	SOUND ASSISTANCE - SPRING FEST	\$ 210.00
		15-01849	PIZAR, SHAVAUN	EVENT ASSISTANCE	\$ 154.00
		15-01850	DIANE RUBINO	EVENT ASSISTANCE	\$ 127.50
		15-01874	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 67.50
		15-01941	JIM MOHLER	SOUND ASSISTANCE - SPRING FEST	\$ 350.00
		15-02027	CAMERON CLEMENTS	SOUND ASSISTANCE	\$ 77.00
		15-02028	CAMERON CLEMENTS	EVENT ASSISTANCE	\$ 105.00
		15-02029	JIM MOHLER	SOUND ASSISTANCE	\$ 80.00
		15-02230	DIANE RUBINO	EVENT ASSISTANCE	\$ 105.00
		15-02239	MEDIAMIX ENTERTAINMENT	PERFORMANCE - SINATRA CONCERT	\$ 3,000.00
		15-02244	KNOCK-KNOCK RECORDS LLC	PERFORMANCE - SPRING FESTIVAL	\$ 350.00
		15-02246	JASON GLUSKIN	LICENSING OF ARTWORK FOR FEST.	\$ 600.00
		15-02247	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 946.00
		15-02250	BEELMEDIA	PERFORMANCE - SUMMER CONCERT	\$ 500.00

CITY OF HOBOKEN
CLAIMS LISTING
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
		15-02276	STEPHANIE SASSOLA	REIMBURSEMENT	\$ 14.40
		15-02283	FALLO, GERALDINE	REIMBURSEMENT	\$ 569.08
		15-02313	ANTHONY BEVACQUA	REIMBURSEMENT	\$ 17.07
		15-02331	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 120.00
		15-02332	JIM MOHLER	SOUND ASSISTANCE	\$ 550.00
		15-02333	DIANE RUBINO	EVENT ASSISTANCE	\$ 285.00
		15-02338	STEVENS INSTITUTE OF TECH.	SPACE RENTAL-SINATRA IDOL CONT	\$ 500.00
		15-02359	HUDSON REPORTER ASSOC LP	PRINTING OF NEWSLETTER	\$ 5,978.10
		15-02369	CHRISTINE SANTELLI	PERFORMANCE - SINATRA PARK	\$ 300.00
		15-02372	MIGDALIA PAGAN	EVENT ASSISTANCE/REIMBURSEMENT	\$ 551.58
		15-02373	KARYN KUHL	PERFORMANCE - SINATRA PARK	\$ 300.00
		15-02378	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 1,506.25
		15-02380	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00
	HS SENIOR CITIZEN PROGRAM	15-01598	ACADEMY EXPRESS LLC	TRANSPORTATION-SENIOR TRIPS	\$ 2,150.00
ITRUST Total					\$ 197,746.77
ITRUST REC FEES	HS PARKS	15-01421	MIKE LYONS	INSTR. SUMMER FUN BB CLINIC	\$ 600.00
	HS RECREATION	15-02386	STAN'S SPORT CENTER	SPORTING EQUIPMENT	\$ 3,670.60
ITRUST REC FEES Total					\$ 4,270.60
Grand Total					\$ 5,755,213.30

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:

<u>04-Jun-15</u>	TO	<u>17-Jun-15</u>	Paydate	6/24/2015	
<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	5-01-20-105	10,487.17	0.00	0.00	10,487.17
MAYOR'S OFFICE	5-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	5-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	5-01-20-112	18,877.10	208.85	0.00	19,085.95
ABC BOARD	5-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	5-01-20-114	6,573.67	0.00	0.00	6,573.67
GRANTS MANAGEMENT	5-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	5-01-20-120	20,052.34	507.21	0.00	20,559.55
ELECTIONS	5-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	5-01-20-130	22,280.61	0.00	0.00	22,280.61
ACCOUNTS/CONTROL	5-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	5-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	5-01-20-145	8,933.94	0.00	0.00	8,933.94
ASSESSOR'S OFFICE	5-01-20-150	13,414.62	0.00	0.00	13,414.62
CORPORATE COUNSEL	5-01-20-155	10,050.19	0.00	0.00	10,050.19
COMMUNITY DEVELOPMENT	5-01-20-160	7,505.75	90.43	0.00	7,596.18
PLANNING BOARD	5-01-21-180	2,139.27	917.10	0.00	3,056.37
ZONING OFFICER	5-01-21-186	7,869.80	0.00	0.00	7,869.80
HOUSING INSPECTION	5-01-21-187	6,937.39	683.64	0.00	7,621.03
Clothing Allowance		0.00	0.00	700.00	700.00
CONSTRUCTION CODE	5-01-22-195	25,976.83	0.00	0.00	25,976.83
POLICE DIVISION	5-01-25-241-011	495,284.15	10,195.49	0.00	505,479.64
Court Time		0.00	0.00	180.00	180.00
Clothing Allowance		0.00	0.00	250.00	250.00
POLICE CIVILIAN	5-01-25-241-016	37,186.38	0.00	0.00	37,186.38
Other		0.00	0.00	120.00	120.00
Clothing Allowance		0.00	0.00	350.00	350.00
POLICE DIVISION CLAS: CLASS II	5-01-25-241-015	12,660.00	0.00	0.00	12,660.00
CROSSING GUARDS	5-01-25-241-012	18,827.13	0.00	0.00	18,827.13
Clothing Allowance		0.00	0.00	350.00	350.00
EMERGENCY MANAGEMENT	5-01-25-252	18,301.71	0.00	0.00	18,301.71
Stipend		0.00	0.00	1,268.80	1,268.80

<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	5-01-25-266	460,576.55	11,206.81	0.00	471,783.36
Vacation		0.00	0.00	8,449.39	8,449.39
FIRE CIVILIAN	5-01-25-266-016	23,226.88	0.00	0.00	23,226.88
Clothing Allowance		0.00	0.00	4,450.00	4,450.00
STREETS AND ROADS	5-01-26-291-011	16,312.24	967.95	0.00	17,280.19
Worker's Comp		0.00	0.00	825.66	825.66
Clothing Allowance		0.00	0.00	3,150.00	3,150.00
Snow Removal	5-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	5-01-26-290	2,440.20	0.00	0.00	2,440.20
RECREATION SEASONAL EMP	5-0128370016	5,487.10	0.00	0.00	5,487.10
CENTRAL GARAGE	5-01-26-301	12,437.76	1,856.42	0.00	14,294.18
Clothing Allowance		0.00	0.00	2,100.00	2,100.00
SANITATION	5-01-26-305	20,975.66	1,608.48	0.00	22,584.14
Other		0.00	0.00	180.00	180.00
Clothing Allowance		0.00	0.00	6,800.00	6,800.00
LICENSING DIVISION	5-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	5-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	5-01-27-332	24,030.61	0.00	0.00	24,030.61
CONSTITUENT SRCS	5-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	5-01-27-336	14,940.25	636.50	0.00	15,576.75
Clothing Allowance		0.00	0.00	950.00	950.00
RENT STABILIZATION	5-01-27-347	8,898.15	378.25	0.00	9,276.40
TRANSPORTATION	5-01-27-348	0.00	0.00	0.00	0.00
RECREATION	5-01-28-370	10,894.84	531.62	0.00	11,426.46
Clothing Allowance		0.00	0.00	1,400.00	1,400.00
PARKS	5-01-28-375	12,835.82	1,293.26	0.00	14,129.08
Worker's Comp		0.00	0.00	1,411.95	1,411.95
Clothing Allowance		0.00	0.00	2,950.00	2,950.00
PUBLIC PROPERTY	5-01-28-377	28,815.89	4,497.09	0.00	33,312.98
Clothing Allowance		0.00	0.00	5,400.00	5,400.00
O & M TRUST	T-24-20-700-020	3,314.16	112.32	0.00	3,426.48
Clothing Allowance		0.00	0.00	700.00	700.00
MUNICIPAL COURT	5-01-43-490	36,450.47	0.00	0.00	36,450.47
Vacation		0.00	0.00	240.38	240.38
PARKING UTILITY	5-31-55-501-101	148,288.82	15,019.03	0.00	163,307.85
Worker's Comp		0.00	0.00	811.65	811.65
Reimburse Road Inspection OT	5-31-55-501-104	0.00	3,038.16	0.00	3,038.16
Clothing Allowance		0.00	0.00	23,650.00	23,650.00
Retro Pay		0.00	0.00	2,517.90	2,517.90
Other Earnings		0.00	0.00	21.00	21.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,986.97	0.00	2,986.97
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	2,663.14	0.00	2,663.14
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<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:					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	2,777.50	531.90	0.00	3,309.40
Energy Strong Fund	T-03-04-000-049	0.00	145.74	10,791.50	10,937.24
CULTURAL AFFAIRS	5-01-271-760-11	3,365.50	0.00	0.00	3,365.50
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	67,010.50	67,010.50
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	5,163.79	5,163.79
Sick Incentive	5-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	5-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	8,187.29	8,187.29
HLTH INS EMP WAIV COMP	5-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	5-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
GRAND TOTAL		1,606,392.18	60,076.36	160,536.73	1,827,005.27
					1,827,005.27

Introduced by: _____
Seconded by: _____

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

**RESOLUTION APPROVING THE RECOGNITION OF AN EMPLOYEE
TITLE WITH THE HOBOKEN MUNICIPAL EMPLOYEES ASSOCIATION**

WHEREAS, there exists a Collective Bargaining Agreement (labor contract) between the City of Hoboken and the Hoboken Municipal Employees Association (HMEA); and

WHEREAS, there is an employee title held within the City that is not formally recognized in the language of the current labor contract; and

WHEREAS, the City and HMEA are desirous of recognizing the below listed title as part of the labor contract for this bargaining unit.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby approves of the recognition of the following title within the HMEA labor contract, within Article I of said contract:

- Technical Assistant to Construction Official

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: July 8, 2015

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO GARDEN STATE HIGHWAY PRODUCTS, INC. TO PURCHASE ASSORTED TAPCO BLINKER SIGNS FOR HPU IN ACCORDANCE WITH US COMMUNITIES COOPERATIVE CONTRACT # 2013-100 IN THE TOTAL AMOUNT NOT TO EXCEED \$28,887.60

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Traffic & Parking Control Co., Inc. (TAPCO) has been approved for an US Communities Cooperative Contract # 2013-100, which cooperative the City is a part of; and,

WHEREAS, the City requires traffic signs for HPU (as described in the attached quotation from GSHP, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under US Communities Cooperative contract # 2013-100 and in accordance with GSHP's quotation; and

WHEREAS, Garden State Highway Products, Inc., LLC is an authorized dealer of TAPCO in New Jersey;

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$28,887.60 is available in the following appropriations: C-04-60-714-210 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in their US Communities contract, for a total not to exceed amount of Twenty Eight Thousand Eight Hundred Eighty Seven Dollars and Sixty Cents (\$28,887.60), as follows:

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

Garden State Highway Products, Inc.
 1740 East Oak Road
 Vineland, NJ 08361

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

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



Garden State Highway Products, Inc

1740 East Oak Rd., Vineland NJ 08361
 609-774-0349 or 800-338-5685
 Fax: 973-235-1816

Quote By: Nick Ugliarolo
 Date: 4/14/2015
 E-Mail: nick@gardenstatehwy.com

"PRICE QUOTE" To: Hoboken City <i>Attn: Quentin Wiest</i> 255 Observer Highway Hoboken, NJ 07030 201-726-2817	SHIPPING INFORMATION Quote #: NU041415-3 F.O.B: Shipping Date: Ship Via:
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Terms: **US Communities contract #2013-100** Customer P.O.

Item	Qty.	DESCRIPTION	UNIT COST	TOTAL
1	12	TAPCO Solar Blinker sign, W11-2, 30" DG3 FYG	\$ 1,475.00	\$ 17,700.00
2	4	TAPCO Solar Blinker sign, R1-1, 30" DG3	\$ 1,475.00	\$ 5,900.00
3	12	W16-7PL, 24" x 12", DG3 FYG	\$ 20.90	\$ 250.80
3	3	TAPCO Solar Blinker sign, R1-2, 30" DG3	\$ 1,475.00	\$ 4,425.00
4	19	2# x 3.5' , U-Channel Post, Green	\$ 6.70	\$ 127.30
5	19	2# x 10' U-Channel Post, Green	\$ 19.80	\$ 376.20
6	19	Silver Bar, Lap Splice Assy, Complete	\$ 5.70	\$ 108.30
TAPCO Solar Signs require 6-8 week lead time				
			Total	\$ 28,887.60

*after received order

"Your safety is our business!"

Thank You for requesting a quote!
 QUOTE VALID FOR 30 DAYS

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2013-100 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

ACCEPTANCE AGREEMENT

CONTRACT # 2013-100

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at www.barroncountywi.gov.



Mark Servi
Highway Commissioner
Barron County, WI

BARRON COUNTY
HIGHWAY DEPARTMENT

RECEIVED
FEB 06 2014



Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
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mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

MEMORANDUM OF NEGOTIATION
RFP# 2013-100

Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2013-100. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiation
- B. Barron County Affidavit of Publication
- C. Barron County RFP# 2013-100 and all Addenda
- D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
- E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations
- F. Response to clarifications dated December 17, 2013.

ACCEPTED BY:


Andrew Bergholz
VP, Sales
TAPCO (Traffic & Parking Control Co., Inc.)


Mark Servi
Highway Commissioner
Barron County, WI

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: June 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase Blinker Signs for HPU

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

HPU needs blinker signs for street and roads.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Traffic & Parking Control Co., Inc. (TAPCO) has been approved for an US Communities Cooperative Contract # 2013-100, which cooperative the City is a part of.

Garden State Highway Products, Inc. is an authorized dealer of TAPCO products in NJ.

I recommend awarding the contract to the following vendor for not to exceed \$28,887.60:

Garden State Highway Products, Inc.
1740 East Oak Road
Vineland, NJ 08361



TAPCO
TRAFFIC & PARKING CONTROL CO., INC.

5100 West Brown Deer Road – Brown Deer, WI 53223
Phone 800-236-0112 / 262-814-7000 · Fax 800-444-0331
Email tapco@tapconet.com · <http://tapconet.com>

1/30/15

TAPCOMade Distributor Program
Distributor: Garden State Highway Products

Exclusively For the States of: New Jersey and Delaware (Municipal, University, Hospital Markets and Contractors (with the exception of Federal jobs)): BlinkerSigns®, RRFB, Solar Beacons

Exclusively For the States of: Maryland (Municipal, University, Hospital Markets): BlinkerSigns®

Non-Exclusively For the State of: New Jersey, Delaware, Maryland:
V-Loc, Streetscape, BlinkerPaddles, Retrofit Clocks

Also Non-Exclusively Garden State can sell BlinkerSigns®, BlinkerPaddles, RRFB, Solar Beacons, VLoc and Streetscape into New York and Pennsylvania (Municipal, University and Hospitals).

*Virginia and DC are off limits to all TAPCO Products unless signed off by Lee Sisson or Bryan Everard

*RRFB, Beacon and Retrofit Clocks are off limits in Maryland unless approved by TAPCO outside reps Lee Sisson or Bryan Everard

For the BlinkerRadar Garden State can sell into NJ, DE, MD, NY and PA.
Again only VA is off limits.

If you have inquiries outside of the States above please contact Bryan @ 866-814-7337 to see if that area is open.

Thank you and let TAPCO know if you have any further questions –

Bryan Everard - TAPCOMade Products Distribution Manager

Introduced By: _____
Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION REIMBURSING CONSTRUCTION PERMIT FEES TO ELYSIAN
CHARTER SCHOOL**

WHEREAS, the property commonly known as Block 126, Lot 3 has been approved for construction, with the costs thereupon totaling approximately \$2,013,000.00, for construction to Elysian Charter School.

WHEREAS, the cost for the Building, Electrical, Plumbing and Fire Protection permits are \$ 37,039.00 and the DCA fee is \$ 3,825.00.

WHEREAS, the City of Hoboken traditionally waives construction fees for schools when the underlying land is owned by the City, and the land at Block 126, Lot 3 is private, so the Construction Code Officially had no authority or precedent under which to initially waive the permit fees for Elysian Charter School.

WHEREAS, the Construction Code Office has to keep 20 percent of \$37,039.00, or \$7,407.80, as per State Rules and Regulations, and, therefore, a reimbursement of 80% of the permit fees, or \$29,631.20, may be issued in consideration of the property being converted to a school.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes reimbursement to the Elysian Charter School, with a common address: 301 Garden Street Hoboken New Jersey, 07030, the construction permit fees for which waiver is allowed, in the amount of \$29,631.20; and,

BE IT FURTHER RESOLVED, a warrant may be drawn against the City Treasury in the amount of \$29,631.20 in favor of Elysian Charter School, and this resolution shall constitute City Council authorization of any claim arising thereupon.

Meeting Date: July 8, 2015

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE SPECIAL
LEGAL COUNSEL – CY2015 LABOR AND EMPLOYMENT COUNSEL
CONTRACT WITH WEINER LESNIAK FOR AN INCREASE IN A NOT
TO EXCEED AMOUNT BY THIRTY FIVE THOUSAND DOLLARS
(\$35,000.00) AND FOR THE SAME TERM (JANUARY 1, 2015 THROUGH
DECEMBER 31, 2015)**

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

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Labor and Employment Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; 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, in accordance with the direction of the Administration, the City Council is now asked to amend a contract to Weiner Lesniak for Special Legal Counsel – CY2015 Labor and Employment Counsel to the City of Hoboken for an increase in the contract amount by \$35,000.00, for a total contract amount of One Hundred Sixty Thousand Dollars (\$160,000.00), with the same one (1) year term to commence on January 1, 2015 and expire December 31, 2015 (\$36,647.67 of the original 125,000.00 is remaining as of June 30, 2015); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$35,000.00 is available in the following appropriation 50120156020 in the CY2015 budget and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2015 Labor and Employment Counsel be amended, for the same term to expire December 31, 2015, but with an increase in the not to exceed amount by \$35,000.00, for a total not to exceed amount of \$160,000.00; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the

firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

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

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

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING AN AMENDMENT TO THE PROFESSIONAL
SERVICE CONTRACT TO COMMUNITY GRANTS PLANNING AND HOUSING
FOR PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE AGENT
SERVICES FOR THE CITY WITH NO CHANGE IN THE NOT TO EXCEED
AMOUNT OF TWENTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS
(\$27,290.00) BUT FOR AN EXTENSION OF ONE YEAR TO THE INTIAL TERM TO
EXPIRE JULY 8, 2016**

WHEREAS, the City of Hoboken published RFP's for professional affordable housing administrative agent services for the City, and thereafter contracted for said services with Community Grants Planning and Housing, in accordance with the Local Public Contracts Law and the Fair and Open Process; and,

WHEREAS, consequential to the one year contract awarded to CGPH, the firm has specialized knowledge of the City of Hoboken's characteristics and needs, and has specialized skills relating to the application of the knowledge to the City's continued professional services needs of its Administrative Agent; and,

WHEREAS, as such, in accordance with the direction of the Administration, the City Council is now asked to authorize an amendment to the contract to CGPH for an additional one (1) year term to commence on July 9, 2015 and expire July 8, 2016, with no change in the contract amount; and,

WHEREAS, certification of funds is not necessary for this amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken (*a majority of the full council voting affirmatively*), that the contract with the below listed vendor is amended for an additional one (1) year term to commence on July 9, 2015 and expire July 8, 2016, for services as Professional Affordable Housing Agent for the City, with no change in the not to exceed amount, as follows:

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

Community Grants Planning and Housing
101 Interchange Plaza – St. 301
Cranbury, New Jersey 08512

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO THE CONTRACT OF FINE WALL CORPORATION FOR THE REHABILITATION OF HOBOKEN FIREHOUSE HEADQUARTERS (NON SANDY RELATED REHAB) IN ACCORDANCE WITH BID 12 - 14, AS CHANGE ORDER NUMBER 1 (FINAL) IN A DECREASE AMOUNT OF \$40,680.00 (63% REDUCTION) FOR A NEW (FINAL) NOT TO EXCEED TOTAL AMOUNT OF \$23,820.00

WHEREAS, the City of Hoboken requires a close out under the contract for the termination of the Rehabilitation of Hoboken Firehouse Headquarters project; and,

WHEREAS, the Administration used Fine Wall Corporation for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1 FINAL) to the contract for Rehabilitation of Hoboken Firehouse Headquarters to Fine Wall Corporation for a decrease in the contract amount by Forty Thousand Six Hundred Eighty Dollars (\$40,680.00), for a new and final total not to exceed amount of Twenty Three Thousand Eight Hundred Twenty Dollars (**\$23,820**) for work in accordance with the Boswell Engineering Change Order/Final Request, dated June 25, 2015; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1/FINAL) to the contract for the Rehabilitation of Hoboken Firehouse Headquarters to Fine Wall Corporation for a decrease in the contract amount by Forty Thousand Six Hundred Eighty Dollars (\$40,680.00) be, and hereby is, approved, for a new and final total not to exceed amount of Twenty Three Thousand Eight Hundred Twenty Dollars (**\$23,820**) for work in accordance with the Boswell Engineering Change Order/Final Request, dated June 25, 2015; and,

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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



Sent Via E-mail & Regular Mail

June 25, 2015

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

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

Dear Director Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 2 and Final in the amount of \$ 12,030.00, Credit Change Order #1 and Final noting a reduction in the original contract amount of \$ 40,680.00, a two-year Maintenance Bond in the amount of 15% of the final contract price and Consent of Surety Company to Final Payment for work performed by the contractor, Fine Wall Corporation, for the time period noted.

Boswell McClave Engineering takes no exception to the payment of \$12,030.00 for work completed to date as outlined in Estimate No. 1. Note that based on the final payment amount, the revised final contract price is herewith amended down to \$23,820.00.

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

Very truly yours,

BOSWELL McCLAVE ENGINEERING

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

JAP/s

Enclosures

cc: Al Dineris, QPA, Purchasing Department (E-mail Only)
Umakant Shah, Fine Wall Corporation
John Englese, Boswell McClave Engineering

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

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Rehabilitation of Hoboken Firehouse Headquarters

City of Hoboken
Hudson County, New Jersey
Our File No. HO-468A

Estimate Number: 2 and Final

Period Ending: 06/15/15

Contractor: Fine Wall Corporation
1404 Oak Tree Road, Suite 204
Iselin, New Jersey 08830

Base Contract Amount:	\$64,500.00	Total Amount Estimated:	\$23,820.00
Less Reductions:		Less 10% Retainage:	\$0.00
Plus Increases:		Total Net Amount Estimated:	\$23,820.00
Amended Contract Amount:	\$64,500.00	Less Amount Previously Paid:	\$11,790.00
Contract Starting Date:		Amount Due This Estimate:	\$12,030.00
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:

Time Used:

Percent Complete: 37%

Estimated By: AB

Approved By: JAP

FOR USE BY THE CITY OF HOBOKEN

Verified by: _____
(Borough Administrator)

Joseph A. Pomante
(Project Engineer)

Audited by: _____
(Chief Financial Officer)

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Rehabilitation of Hoboken Firehouse Headquarters

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

Our File No. HO-468A

Estimate Number: 2 and Final

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Mobilization	L.S.	\$6,500.00	1.00		0.40	0.60	1.00	\$6,500.00	\$3,900.00
2	Reconstructed Parapet Wall	S.F.	\$40.00	625.00		100.00	-50.00	50.00	\$2,000.00	(\$2,000.00)
3	Roof System Repair	S.F.	\$25.00	700.00		100.00	0.00	100.00	\$2,500.00	\$0.00
4	Remove and Replace Stucco	S.F.	\$20.00	500.00		200.00	166.00	366.00	\$7,320.00	\$3,320.00
5	Safety Chain	L.S.	\$1,000.00	1.00		0.00	1.00	1.00	\$1,000.00	\$1,000.00
6	Inclined Metal Ladder	L.S.	\$4,500.00	1.00		0.00	1.00	1.00	\$4,500.00	\$4,500.00
TOTAL									\$23,820.00	\$10,720.00

Change Order No. 1 and Final

Date 5/16/2015

Job No. HO-468A

CHANGE ORDER

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

Rehabilitation of Hoboken Firehouse
Headquarters

Fine Wall Corporation

CONTRACTOR

PROJECT & JOB NUMBER

1404 Oak Tree Road, Suite 204, Iselin, NJ 08830

ADDRESS

City of Hoboken, Hudson County, NJ

OWNER/COUNTY

Gentlemen:

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

Location of Proposed Change:

Within Project Limits

Nature and Reason of Change:

Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
2	Reconstructed Parapet Wall	SF	-575	\$40.00	-\$23,000.00
3	Roof System Repairs	SF	-600	\$25.00	-\$15,000.00
4	Remove and Replace Stucco	SF	-134	\$20.00	-\$2,680.00

Amount of Original Contract \$64,500.00

Supplemental _____

Change Order No.1 (\$40,680.00)

Extra _____

Adjusted Contract Amount \$23,820.00

Reduction (\$40,680.00)

Net Amount (\$40,680.00)

Recommended for Approval

Joseph A Pomante
BOSWELL McCLAVE ENGINEERING

6/16/15
DATE

Approved

OWNER

DATE

Accepted

Umarab N. Shah
CONTRACTOR
FINE WALL CORPORATION

DATE

KNOW ALL MEN BY THESE PRESENTS, that we,
Fine Wall Corporation
1404 Oak Tree Road Suite #204
Iselin NJ 08830
as Principal, and Hudson Insurance Company, a Delaware
corporation, as Surety, are held and firmly bound unto

City of Hoboken
94 Washington Street
Hoboken NJ 07030-4556

as Obligee, in the full and just sum of
Three thousand five hundred seventy-three and 00/100 Dollars

(\$ 3,573.00)

for the payment of which sum, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with
City of Hoboken
dated 08/29/2013 for
Bid No. 12-14 Rehabilitation of Hoboken Firehouse Headquarters, City of Hoboken,
Hudson County, New Jersey

WHEREAS, said contract provides that the Principal will furnish a bond
conditioned to guarantee for the period of 2 year(s) after approval of the
final estimate on said job, by the owner, against all defects in workmanship
and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on
June 16, 2015

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
within 2 year(s) from the date of approval of the said contract, the work
done under the terms of said contract shall disclose poor workmanship in the
execution of said work, and the carrying out of the terms of said contract, or
it shall appear the defective materials were furnished thereunder, then this
obligation shall remain in full force and virtue, otherwise this instrument
shall be void.

Signed and sealed this 18th day of June, 2015

Witness:

Fine Wall Corporation

Shah M. Y.

By: [Signature] Principal
V President

Hudson Insurance Company

Surety

Kristin L. Allen

By: [Signature]
BRUCE M. ALLEN, Attorney-in-fact

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Secretary of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies the following:

(1) The Surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17-17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the insurance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013 (*most recent calendar year which capital and surplus amount are available*), which amounts have been audited by PriceWaterhouseCoopers LLP, PriceWaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

<u>Surety Company</u>	<u>Capital and Surplus</u>
Hudson Insurance Company	\$ 413,948,652

(3) With respect to each surety participating in the issuance of the attached bond that has been received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on June 20, 2014 (*most recent calendar year available*) is as follows:

<u>Surety Company</u>	<u>Underwriting Limitation</u>
Hudson Insurance Company	\$ 41,395,000 (effective 7/1/14)
	\$ 39,890,000 (effective 7/1/13)

(4) The amount of the bond which this statement and certification is attached is \$ 3,573.00.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) That the name and address of each such reinsurer under the contract and the amount of that reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

(b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent
for each surety on the bond)

I, John F. Verbich, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that if any of those statements are false, this bond is VOIDABLE.

HUDSON INSURANCE COMPANY

By: 
John F. Verbich
Senior Vice President and
Chief Financial Officer

Dated: June 18th, 2015
(Month, Day, Year)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Diane L. Ott of the State of New Jersey
Bruce M. Allen, Gregory M. Allen, Karen L. Allen, Kenneth C. Turner
of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 14th day of January, 2011 at New York, New York.



HUDSON INSURANCE COMPANY

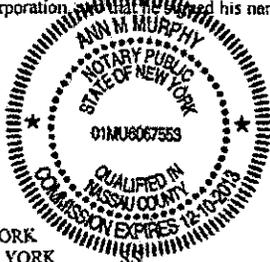
Attest: Deborah S. Aschheim
Corporate Assistant Secretary

By: Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 14th day of January, 2011 before me personally came Christopher T Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Deborah S. Aschheim hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed"

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 18th day of June, 2015

(Corporate seal)



By: Deborah S. Aschheim
Corporate Assistant Secretary

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
AIA DOCUMENT G707

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond Number HGNE-10-211-0090

PROJECT: City of Hoboken
(name, address) 94 Washington Street
Hoboken, NJ 07030-4556

TO (Owner) _____
City of Hoboken
94 Washington Street
Hoboken NJ 07030-4556

ARCHITECT'S PROJECT NO:

CONTRACT FOR:
Bid No. 12-14 Rehabilitation of Hoboken
Firehouse Headquarters, City of Hoboken,
Hudson County, New Jersey
CONTRACT DATE:

CONTRACTOR:
Fine Wall Corporation

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Hudson Insurance Company
100 William Street
New York, NY 10038
on bond of (here insert name and address of Contractor) _____, SURETY COMPANY,

Fine Wall Corporation
1404 Oak Tree Road Suite #204
Iselin, NJ 08830
_____, CONTRACTOR,

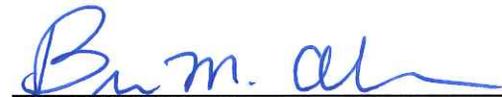
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4556
_____, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 18th day of June 2015

Hudson Insurance Company
Surety Company



Signature of Authorized Representative

Attest: 
(Seal):

BRUCE M. ALLEN, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFADAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2014

ASSETS

Bonds	\$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	\$	<u>1,042,651,623</u>

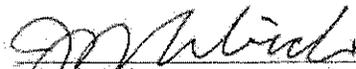
LIABILITIES & SURPLUS

Losses	\$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		<u>41,667,156</u>
	\$	<u>602,476,473</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		<u>139,194,815</u>
Surplus as regards policyholders	\$	<u>440,175,150</u>
	\$	<u>1,042,651,623</u>

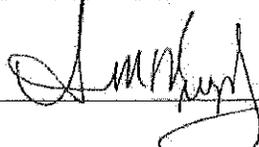
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

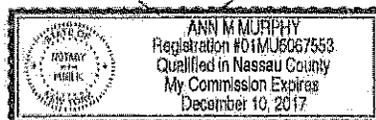
I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2015.


John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16th day of March 2015
My commission expires







POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Diane L. Ott of the State of New Jersey
Bruce M. Allen, Gregory M. Allen, Karen L. Allen, Kenneth C. Turner
of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, to be signed 14th day of January, 2011 at New York, New York.



HUDSON INSURANCE COMPANY

Attest: Deborah S. Aschheim
Corporate Assistant Secretary

By: Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 14th day of January, 2011 before me personally came Christopher T Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Deborah S. Aschheim hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed"

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 18th day of June, 2015

(Corporate seal)



By: Deborah S. Aschheim
Corporate Assistant Secretary

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE
CONTRACTING PROCESS FOR THE CITY’S IT SERVICE
CONSULTANT WITH RELATED PURCHASE OF GOODS, AS NEEDED,
FOR A ONE (1) YEAR TERM WITH FOUR OPTIONAL ONE (1) YEAR
EXTENSIONS PURSUANT TO N.J.S.A. 40A:11-4.1(K)**

WHEREAS, the City of Hoboken seeks to contract for the services of an IT Service Consultant with related purchase of goods, as needed, in accordance with N.J.S.A. 40A:11-5(dd), for a one (1) year term with four optional one (1) year extensions; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(k), the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City will seek upon authorization of competitive contracting for said services by this Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting an IT Service Consultant with related purchase of goods, as needed, for the City for a one (1) year term with four optional one (1) year extensions.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION TO AMEND THE AWARD FOR THE CONTRACT TO USA ENVIRONMENTAL MANAGEMENT FOR LSRP TO THE CITY OF HOBOKEN FOR HOBOKEN/WEEHAWKEN COVE PARK WALKWAY (PI NUMBERS 456589, 293820 AND 293821), HOBOKEN FIRE HOUSE 1 (PI NUMBER 033148), AND MULTI-SERVICE CENTER (PI NUMBER 033149) IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$23,800.00 (WHICH REPRESENTS A +\$1,000.00 MONITORING WELL OVERSIGHT AND \$22,800.00 PROGRAM PHASE INVESTIGATION) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$97,170.00

WHEREAS, the City previously awarded an LSRP contract to USA Environmental Management for Hoboken Weehawken Cove Park Walkway (PI Numbers 456589, 293820 and 293821), Hoboken Fire House 1 (PI Number 033148), and Multi-Service Center (PI Number 033149), for a total actual not to exceed amount of \$73,370.00, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional \$23,800.00 in accordance with the attached June 24, 2015 and June 10, 2015 proposals, for a new total contract amount of \$97,170.00 (\$73,370.00 of the current contract amount of \$73,370.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$23,800.00 is available in the following appropriations 5-01-31-461-000 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

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

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

- A. This resolution amends the contract to USA Environmental Management, for an additional \$23,800.00 (for services as described in the attached June 24, 2015 and June 10, 2015 proposals of USA Enviro); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 and June 10, 2015 proposals seek to amend any terms other than the contract amount and scope of services, same shall be rejected.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.

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



USA Environmental Management, Inc.
Environmental ♦ Engineering ♦ Construction

June 24, 2015

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

Re: *Request for Change of Scope*
Hoboken Cove Project
Hoboken, Hudson County, NJ

RECEIVED

JUN 26 2015

**OFFICE OF THE
BUSINESS ADMINISTRATOR
HOBOKEN, NJ**

Dear Mr. Wiest:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Request for a Change of Scope of Work for the above referenced project. Paul Kenny recently oversaw the removal of concrete and soil debris from the site. During this work two (2) monitoring wells were observed to be damaged prior to this removal work being performed. Therefore, this work was outside of the scope of work that Mr. Kenny was providing. Therefore, we propose to provide to the City the necessary oversight to replace these two (2) monitoring wells. Our scope of work will include coordinating with The Ambient Group (the contractor performing the concrete removal services), scheduling, oversight of the well installation and abandonments and review and approval of appropriate documentation including well permits and records and invoices from the contractor. We propose to perform this work for a fee of \$1,000 and request a change in scope for our contract for this project.

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.

Paul J. Kenny, LSRP
LSRP No. 575429

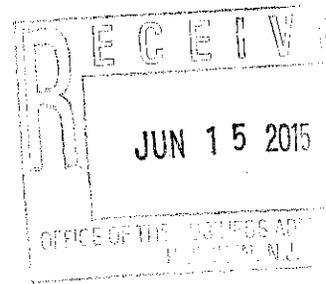
John Duggan
Program Manager



USA Environmental Management, Inc.
Environmental ♦ Engineering ♦ Construction

June 10, 2015

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



Re: *Request for Change of Scope*
Hoboken Firehouse No. 1
201 Jefferson Street
Hoboken, Hudson County, NJ
PI # 033148

Dear Mr. Wiest:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Request for a Change of Scope of Work for the above referenced project. As part of a recent development of the site, associated with the construction of a parking lot at the site, a soil investigation was performed. Contaminated historic fill was encountered at the site. This contamination is required, by the NJDEP, to be investigated and remediated under the direction of an NJ Licensed Site Remediation Professional (LSRP). Paul Kenny of USAEMI is acting as the LSRP of Record for former underground storage tanks at the site. A Confirmed Discharge Notification (CDN) form was submitted to the NJDEP for this issue.

Work Plan and Cost Estimate

Based on the results of the investigation, USAEMI has developed a Scope for Work for additional tasks required to further investigate and remediate the site. The previously performed soil investigation satisfies the NJDEP requirements for a Site Investigation. Additional investigation is required to determine the vertical depth of the historic fill contamination. In addition, groundwater samples must be collected and analyzed to determine whether the groundwater at the site has been impacted. Upon completion of this work, we will prepare a Site/Remedial Investigation Report. The proposed development of the site will act as an engineered cap. Paul Kenny has worked with the site developer designers to assure that the proposed work satisfies the NJDEP requirements for a cap. Therefore, we do not believe significant effort will be required to complete design of the engineering controls. We shall prepare a Remedial Action Workplan for submittal to the NJDEP.

We propose to perform inspection services of the construction of the site to assure that the engineering controls are constructed correctly and in accordance with NJDEP requirements. Upon completion of the installation of the engineering controls, we shall prepare a Deed Notice utilizing the as-built site plans. We shall apply for a Remedial Action Permit-Soil for the cap and upon receipt of the permit, we shall prepare and submit to the NJDEP a Remedial Action Report and prepare a Restricted Use-Area of Concern Only Response Action Outcome (RAO).

Therefore, we propose the following scope of work:

1. Soil/Groundwater Investigation including the performance of two (2) soil borings advanced to native material and below the groundwater table. The soil borings will be converted to temporary well points and groundwater samples collected for analysis. The samples will be analyzed for volatile organic compounds (VOC+10), semi-volatile organic compounds (SVOC+10), Target Analyte List (TAL) Metals and PCBs.
2. We shall prepare a Site/Remedial Investigation Report including a Receptor Evaluation and a Remedial Action Workplan and related forms for submittal to the NJDEP.
3. We shall oversee the construction of the onsite development to assure compliance with the proposed engineering controls. We assume a maximum of three (3) days onsite.
4. We shall prepare a Deed Notice for filing with the County Register of Deeds. We assume we will be provided with an as-built diagram after construction.
5. We shall prepare a Remedial Action Permit-Soil application for submittal to the NJDEP. Our proposal excludes NJDEP Permit Fees.
6. Upon receipt of the Remedial Action Permit from the NJDEP, we shall prepare a Remedial Action Report with appropriate forms for submittal to the NJDEP.
7. We shall prepare an Area of Concern Only Response Action Outcome (RAO) for the historic fill contamination.

Costs for Additional Tasks

The cost estimate (subcontractor and consultant fees) for conducting tasks 1 through 7 as part of the program phase investigation is approximately \$22,800.00 (Table 1).

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.



John Duggan
Regional Manager

ATTACHMENT 1

Cost Estimate

TABLE 1
Change of Scope-Historic Fill
Hoboken Fire House No. 1
HOBOKEN, HUDSON COUNTY, NJ

Task 1: Soil/Groundwater Investigation

USAEMI Personnel	Quantity	Rate	Cost	
Project Manager	2 hours	\$110	\$220	
LSRP	4 hours	\$150	\$600	
Geologist	12 hours	\$95	\$1,140	
Expenses: Vehicle, Miles, and Equipment	1 day	\$200	\$200	
			<i>Subtotal:</i>	\$2,160
Subcontractors	Quantity	Rate	Cost	
Driller				
Mobilization	1 event	\$200	\$200	
Geoprobe Drill Rig	1 day	\$1,800	\$1,800	
Expendables (liners, well points)	1 unit	\$300	\$300	
Laboratory				
VOC+10, SVOC+10, TAL Metals, PCBs	2 samples	\$700	\$1,400	
			<i>Subtotal:</i>	\$3,700
			Total Task:	\$5,860

Task 2: Site/Remedial Investigation Report & Remedial Action Workplan

USAEMI Personnel	Quantity	Rate	Cost	
Project Manager	4 hours	\$110	\$440	
Geologist	36 hours	\$95	\$3,420	
LSRP	14 hours	\$150	\$2,100	
CADD Operator	6 hours	\$65	\$390	
			<i>Subtotal:</i>	\$6,350
			Total Task:	\$6,350

Task 3: Construction Oversight

USAEMI Personnel	Quantity	Rate	Cost	
Project Manager	2 hours	\$110	\$220	
Geologist	24 hours	\$95	\$2,280	
LSRP	8 hours	\$150	\$1,200	
Expenses: Vehicle, Miles, and Equipment	3 days	\$200	\$600	
			<i>Subtotal:</i>	\$4,300
			Total Task:	\$4,300

Task 4, 5, 6 & 7: Deed Notice, Remedial Action Permit-Soil, Remedial Action Report, RAO

USAEMI Personnel	Quantity	Rate	Cost	
Project Manager	4 hours	\$110	\$440	
Geologist	34 hours	\$95	\$3,230	
CADD Operator	8 hours	\$65	\$520	
LSRP	14 hours	\$150	\$2,100	
			<i>Subtotal:</i>	\$6,290
			Total Task:	\$6,290

GRAND TOTAL: \$22,800

USAEMI Professional Services \$19,100
USAEMI Subcontracted Services \$3,700

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT TO RSC ARCHITECTS FOR THE ATTACHED PROPOSAL FOR ROOF REPLACEMENT AND OTHER UPGRADES TO THE FIRE HOUSE AT 1313 WASHINGTON ST., IN AN AMOUNT NOT TO EXCEED \$17,000.00 AND FOR A TERM TO EXPIRE UPON COMPLETION OF THE PROJECT BUT IN NO EVENT LATER THAN JULY 8, 2016

WHEREAS, the City of Hoboken has a need to obtain architectural services for the maintenance of the construction of roof replacement and other upgrades to the Fire house at 1313 Washington St, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed \$17,500.00 ; and,

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, July 8 2016; and

WHEREAS, RSC Architects has submitted a proposal dated June 29, 2015 indicating they will provide architectural services for the maintenance of the construction of the roof replacement and other upgrades of the Fire house at 1313 Washington St for the amount not to exceed \$17,000.00; and

WHEREAS, RSC Architects has completed and submitted a Business Entity Disclosure Certification which certifies that RSC Architects has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the RSC Architects from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$17,000.00 is available in the following appropriations _____ in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the full council voting in the affirmative*) that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with RSC Architects, as described herein, for the services described in their attached June 29, 2015 proposal for a term to expire upon completion of the project, but in no event later than July 8, 2016, and for an amount not to exceed \$17,000.00; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

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

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: July 1, 2015

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

From: AL B. Dineros

Subject: **DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD**

Contract For: Architectural Services for the Roof Replacement and Other
Upgrades to the Hoboken Firehouse at 1313 Washington
Street

Contract to be awarded to: RSC Architects

Contract Period: Upon completion of the project – No later than July 8, 2016

CERTIFICATION

I hereby certify that the estimated amounts of the contracts to be awarded exceed \$17,500.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By

A handwritten signature in black ink, appearing to read "AL B. Dineros", is written over a horizontal line.

AL B. Dineros, QPA, City of Hoboken

Certified Date: JULY 1, 2015



June 29, 2015

Mr. Quentin Wiest
City of Hoboken
City Hall
94 Washington Street
Hoboken, NJ 07030

**Re: Proposal for Architectural Services
Interior and Exterior Maintenance Improvements
Roofing, Ceiling, Flooring and Brickwork
Hoboken Firehouse
1313 Washington Street
Hoboken, NJ**

Dear Mr. Wiest:

RSC Architects (RSC) is pleased to submit this Proposal for Architectural services for the Interior and Exterior Maintenance Improvements for the City of Hoboken Firehouse.



Description of Project:

The project consists of the replacement of the roofing, including the EDPM roofing and asphalt shingles. The insulation below the roofing will be inspected for excessive moisture and replaced as needed. The ceiling on the third floor needs to be replaced in-kind. The existing ceiling mounted lighting and mechanical diffusers will remain unchanged.

RSC understands that the Owner has requested that an alternate scope of improvements be developed as the funding may allow. The alternate scope includes the flooring replacement, brick repairs and modifications to the front entrances. The hardwood flooring on the third floor needs to be replaced due to the age and water damage. The interior brick at the rear stair has water damage and efflorescent that needs to be cleaned and repaired. The modification to the front entrance includes replacement of the front door; frame and transom, as well as painting of the frame and panel of the overhead door.

Scope of Basic Services:

RSC's services are provided herein below. RSC will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. RSC shall provide basic services for the Project as follows:

Pre-Design Phase:

RSC shall gather sufficient information to effectively execute the design of the Project. This phase will identify the client's needs and preferences for the Project. We will review and refine the client programming criteria and attend client meetings. RSC shall reach an understanding with the owner regarding the requirements of the project.

Schematic Design Phase:

Schematic drawings will be developed based on the owner approved program, schedule, and construction budget. These documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. RSC will submit a preliminary estimate of the probable construction cost based on the area unit cost. RSC shall submit the Schematic Design documents to the Owner and request the Owners approval.



Contract Document Phase:

Based on the approved Schematic Design Documents, RSC will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project. RSC will advise the Owner of any adjustments to the previous preliminary estimate, and will assist the Owner in development and preparation of bidding and procurement information, conditions of the contracts for construction, and the project manual. RSC shall submit the Construction Documents to the Owner and advise the Owner of any adjustments to the probable construction cost estimate and request the Owners approval. RSC will meet with the Hoboken Building Department for a plan review of the final set of documents prior to bidding.

Bidding Phase

RSC will assist the Owner in obtaining either competitive bids or negotiated proposals. We will answer Contractor questions and issue addenda as may be required during the bidding process. RSC will assist the Owner in reviewing and evaluating the construction bids.

Construction Administration Phase

RSC's responsibility to provide Construction Phase Services shall commence with the execution of a contract for construction being executed by the Owner and the Contractor and terminates 30 days after the issuance of temporary certificate of occupancy by the local building official. RSC proposes to provide services to review shop drawings and samples, attend job meetings, prepare meeting minutes, and provide limited observation of construction. Any additional submittal review or attendance at meetings/visits beyond that described herein shall be billed at an hourly basis. RSC shall prepare a punch list, substantial completion forms, and a final sign-off of construction.



Fees:

RSC shall provide the above services for a lump sum fee as follows;

Roof Replacement	\$ 9,700.00
Interior and Entrance Renovations	<u>\$ 7,300.00</u>
Total Fee	\$17,000.00

Out of Scope Services:

While we believe the intent of the Scope of Basic Services is clear and limited, from time to time a reading of these services may infer a broader scope than was intended. In order to help clarify the scope of basic services, we point out that the above listed basic services do not include the following services, the need for; which may be anticipated on this project. If you would like RSC to furnish these, or any other Out-of-Scope Services we would be pleased to discuss a mutually agreeable Scope of Services and fee arrangements. RSC will not provide Out-of-Scope Services without your written approval.

- Structural or environmental engineering
- Fees for applications for approvals, building permits and all other fees as required
- NJ DEP permit applications
- Changes or revisions beyond our control, changes or supplemental services as may be required by the Municipality, or other regulatory review agencies beyond that indicated in this proposal, or made necessary by ordinance or regulations, or changes in basic project concept after initial design has commenced.
- Construction management, construction/contractor supervision

Payments:

RSC shall invoice monthly for fees and expenses incurred with payment due upon receipt of invoice. We request that you review each invoice upon receipt and inform us as to any discrepancies or other problems within fifteen (15) days of receipt. If no comment is received within this period, the invoice will be considered correct, approved and payable. All outstanding balances beyond thirty (30) days of the invoice shall be subject to a late fee of 1½% per month. If the Owner fails to make payments within sixty (60) calendar days, RSC reserves the right to suspend Professional Services under this Agreement. In the event of a suspension of services, RSC shall have no liability to the Owner for delay or damages, in any way caused by or resulting from suspension of services.

It is our intent to meet the needs and conditions of our clients and, therefore, should the Scope described in this Proposal not meet or differ from your needs, please notify this office in order that we may attempt to revise and reconcile same.

This Proposal is based upon the express understanding that, if it is accepted, the parties will subsequently execute a contract using the AIA B101 Owner/Architect Agreement. We trust this Proposal meets with your approval. We look forward to working with you on this project.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

RSC ARCHITECTS

Jeff Schlecht, AIA
Sr. Project Manager

Accepted

Date

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A RIGHT-OF-WAY USE AGREEMENT WITH CROSS RIVER FIBER, LLC TO INSTALL TELECOMMUNICATIONS FACILITIES ON EXISTING UTILITY POLES OR IN UNDERGROUND CONDUIT WITHIN THE CITY'S PUBLIC RIGHTS-OF-WAY

WHEREAS, Cross River Fiber, LLC s (“CRF”) has been approved by the New Jersey Board of Public Utilities (“NJBPU”) to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011; and

WHEREAS, pursuant to such authority granted by the NJBPU, CRF may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, CRF has proposed to install telecommunication facilities on existing utility poles or within underground conduits within the City of Hoboken’s (“City”) public right-of-ways throughout the City for purposes of providing telecommunication services; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry for the City to grant CRF the non-exclusive right to use and occupy the public rights-of-way within the City to install, operate and maintain telecommunication facilities on existing utility poles or within underground conduit and for no other purpose whatsoever; and

WHEREAS, the City has agreed to enter into a Right-of-Way Use Agreement with CFR, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12, which Agreement fully expresses the terms and conditions under which the parties agree to the use and occupancy of the public rights-of-way within the City;

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 authorizes execution of the Right-of-Way Use 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 Cross River Fiber, LLC of the Council’s authorization of this Right-of-Way Use

Agreement and its acceptance of all the terms and obligations therein.

3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Right-of-Way Use Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

**NON-EXCLUSIVE
RIGHTS-OF-WAY USE AGREEMENT**

THIS RIGHTS-OF-WAY USE AGREEMENT (“Use Agreement”) is dated _____, 2015 (the “Effective Date”), and entered into by and between the City of Hoboken (“City”), a New Jersey municipal corporation, having its address at 94 Washington Street, Hoboken New Jersey, 07030, and Cross River Fiber, LLC (“CRF”), a Delaware limited liability corporation, with offices located at 382 Springfield Avenue, Suite 409, Summit, New Jersey 07901. City and CFR from time to time shall be referred to as a “party” and collectively as “parties.”

RECITALS

WHEREAS, CRF has been approved by the New Jersey Board of Public Utilities (“NJBPU”) to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011. Pursuant to such authority granted by the NJBPU, CRF may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, CRF proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the City; and

WHEREAS, the City has agreed to enter into this Use Agreement pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12; and

WHEREAS, the consent granted herein is for the non-exclusive use by CRF of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and CRF hereby agree to and with each other as follows:

Section 1. Definitions.

- a. “All Applicable Laws” shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.
- b. “CRF” is the grantee of rights under this Use Agreement and is known as Cross River Fiber, LLC, its successors and assigns.
- c. “NJBPU” is the New Jersey Board of Public Utilities.
- d. “Public Utility” means any public utility defined in N.J.S.A. 48:2-13.
- e. “Rights-of-Way” means the areas devoted to passing under, over, on or through lands with public utility facilities.
- f. “City” is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.
- g. “Utility Pole” means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.
- h. “Backbone Route” means, the primary fiber optic network route designed by CRF to traverse the public rights of way in the City. For informational purposes only, and not with the intent to expand the definition of Backbone Route, CRF also

intends that spurs or lateral fiber routes will be constructed from the Backbone Route to serve specific customers or buildings.

Section 2. Grant of Consent.

The City hereby grants CRF its consent for the non-exclusive use of the public rights-of-way in the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system. The consent granted herein shall be for the performance of work within the rights-of-way of the City which will be identified by CRF at the time that CRF notifies the City pursuant to the requirements of Section 4, 5 and 6 herein.

Section 3. Termination.

Either party may terminate this Use Agreement upon forty-five (45) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, which default is not cured within forty five (45) days of receipt of written notice of default. Provided however, that the grace period for curing a monetary default shall be ten (10) days from receipt of notice.

Section 4. Project Description.

This Use Agreement shall only entitle CRF to install its telecommunications system in the public rights-of-way identified by CRF at the time it makes notification to the City pursuant to this Section 4. Any construction undertaken pursuant to this Use Agreement shall require fifteen (15) days prior written notice by CRF to the Business Administrator, City Engineer, Police Department and Director of Transportation and Parking and compliance with All Applicable Laws. CRF shall provide a written description of the construction to be undertaken, including a construction schedule and map depicting the intended location of CRF's telecommunications system (including proposed Backbone Route, equipment, poles, manholes,

handholes and other features through which CRF proposes to own, construct, install, operate, repair and maintain a telecommunications system) and CRF shall coordinate the timing of its proposed work with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, CRF or its authorized contractor shall notify and coordinate the planned activities with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking and, in addition to any other permits as may be required by All Applicable Law, obtain a road opening permit and/or street closure permit from the City, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Hoboken City Code as same may be amended from time to time regarding such road opening permits. CRF shall coordinate any proposed trenching activities to coincide with the City's estimated road opening schedule attached hereto as Exhibit A such that CRF is required to undertake trenching activities within the streets noted in Exhibit A prior to the City undertaking its planned road work. It is expressly understood and agreed that the road opening schedule attached hereto as Exhibit A is an estimated schedule and that the dates set forth therein may change due to foreseeable and unforeseeable circumstances. Accordingly, CFR shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of CFR's intent to open any roadways and/or sidewalks prior to commencing said work to allow the City the opportunity to approve or reject said opening. CRF shall not be permitted to trench within the roads listed in Exhibit A for a period of sixty (60) months after the completion of the City's planned road work. CRF shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of the completion of construction.

Upon completion of construction and installation of the telecommunications system, CRF shall provide the City Engineer with two copies of as-built drawings for the telecommunications system showing the location of CRF's facilities, including any manholes or handholes located in the public rights-of-way.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to CRF under this Use Agreement, which shall be exercised at CRF's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the City's rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in CRF a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property or owners of existing Utility Poles, which shall be the sole responsibility of CRF to undertake and obtain (copies of which written permission have heretofore been provided to the City), the City hereby authorizes and permits CRF to enter upon the City's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles, conduit or other structures owned by public utility companies or to be constructed by CRF located within the City's rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

CRF, in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water lines, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

CRF acknowledges its willingness to cooperate with the City and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the City. CRF's facilities shall be relocated, adjusted or supported as required for any future improvements constructed on behalf of the City (but not by the City for any third party's benefit) in the public rights of way by CRF at no cost to the City. In the event that CRF desires to relocate its telecommunications system from the area where it is originally constructed, the City agrees that it will use its best efforts to accommodate CRF's relocation request.

Whenever the installation, removal, repair or relocation of CRF's facilities is required or permitted and such installation, removal, repair or relocation shall cause the public rights-of-way to be damaged, CRF, at its sole cost or expense shall promptly repair and return the public rights-of-way to a condition at least as good as that existing prior to the work. If CRF does not repair the public rights-of-way as required, the City shall have the option, upon thirty (30) days written notice to CRF, to perform or cause to be performed such reasonable and necessary work on behalf of CRF and to charge CRF for the actual costs incurred by the City. Upon the receipt of the demand for payment, CRF shall promptly reimburse the City for such cost within thirty (30) days of receipt of an invoice. CRF shall be liable for any and all costs and fees associated with

reimbursement, including but not limited to interest at prevailing rates if the City is not paid within thirty (30) days of receipt of an itemized invoice by CRF.

Whenever CRF's facilities are relocated, in addition to addressing the requirements of Section 7.2 herein, CRF shall provide the City with information identifying the right-of-way occupied by CRF including a map depicting the then-current location of CRF's telecommunications system (including proposed Backbone Route, equipment, poles, manholes, handholes and other features through which CRF owns, operates, repairs and maintains its telecommunications system within the City) within thirty (30) days of the completion of the relocation work.

Section 6. Compliance with All Applicable Laws.

CRF shall comply with All Applicable Laws, including those ordinances that may be adopted by the City pertaining to the installation of telecommunications services in the rights of way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the right-of-way.

Section 7. City Costs.

CRF agrees to pay the reasonable costs incurred by the City by reason of CRF's application to install its telecommunications system within the public rights-of-way, including, but not limited to, the City's attorneys' fees for the negotiation and preparation of this Use Agreement and the accompanying Resolution authorizing its execution in an amount up to \$2,500. In consideration of the foregoing CRF also agrees to pay the following sums to the City:

7.1 \$1,000 administrative fee for the consideration of CRF's application to own, construct, install, operate, repair and maintain a telecommunications system within the City's public rights-of-way.

7.2 \$500 administrative fee for the submission of each subsequent modified or expanded occupancy application. At the time of the submittal of each subsequent modified or expanded occupancy application, CRF shall also submit to the City information identifying CRF's existing and proposed modified or expanded occupancy. CRF acknowledges that it must adhere to the notification, coordination and permitting requirements set forth in Sections 4, 5 and 6 herein.

7.3 The parties recognize that New Jersey municipalities may impose reasonable fees on telecommunications services providers for actual municipal services made related to the management and maintenance of the public rights-of-way. The parties have been unable to reach agreement regarding compensation to the City to defray the city's reasonable costs in connection with the ongoing maintenance of its public rights-of-way. The parties, therefore, agree to continue to use their best efforts to reach agreement on this issue of such compensation. In the event the parties have not reached agreement within six (6) months from the effective date of this Agreement, each party hereby reserves its respective right to pursue resolution of the issue by filing legal action in a court of competent jurisdiction. This provision regarding unsettled compensation applies only to the issue of the reasonable costs in connection with ongoing maintenance by the City with respect to its rights-of-way. The parties acknowledge and agree that the parties have reached agreement with respect to the issue of attorneys' fees, and the administrative fees as referenced in this Section 7, including Subsections 7.1 and 7.2.

7.4 Should the City negotiate contracts with other telecommunications companies on terms or conditions that are more favorable than set forth in these provisions, such terms and conditions shall be extended to CRF as of the date that the more favorable terms are approved by the City Council; however no refunds shall be made to CRF for any payment made prior to the

approval of more favorable terms by the City Council.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall extend for an initial term of ten (10) years commencing on the Effective Date, unless it is earlier terminated by either party in accordance with the provisions herein. Upon the expiration of the initial term or a prior extension term, this Use Agreement shall be extended for up to three (3) additional terms of ten (10) years each upon the terms and conditions set forth herein, provided that the City adopts a Resolution extending the term of this Use Agreement, and further provided that CRF notifies the City at least six (6) months prior to the expiration of the initial term or then effective term.

Section 9. City Use of Fiber.

CRF agrees to dedicate two (2) strands of its digital fiber optic cable to the City in any Backbone Route constructed by CRF in the City, said strands being terminated and marked at each end for City use. Said strands may be used only for the City's own governmental purposes, which purposes shall exclude the provision of telecommunications or Internet service to entities other than the City and its departments, offices or agencies. The term "strand" as used herein means an individual fiber optic strand within a fiber optic cable in any Backbone Route constructed by CRF in the right-of-way in the City. In the event that CRF submits a modified or expanded occupancy application, as set forth in Section 7.2 herein, CRF shall be obligated to dedicate two (2) strands of its digital fiber optic cable to the City in the modified or expanded Backbone Route upon the same terms and conditions as set forth within this Section 9. CRF shall not bear the cost of connecting and "lighting" any City fiber optic cable to the two (2) strands of digital fiber optic cable dedicated to the City by CRF.

Summit, NJ 07901
Telephone: 908-277-0105
vclemente@crossriverfiber.com

To the Municipality: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Municipal Clerk

With a copy to City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Corporation Counsel

Section 12. Liability Insurance.

CRF shall at all times maintain at its own cost and expense a comprehensive liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars (\$5,000,000.00) insuring CRF for liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein and naming the City as an additional insured. CRF shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance in the amounts required by the State of New Jersey. CRF shall also maintain employer's liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, CRF shall file with the City Certificates of Insurance with endorsements evidencing the coverages required herein. CRF shall use its best efforts to assure that the City shall receive thirty (30) days' notice prior to the cancellation of the policies of insurance required herein. CRF will provide the City with proof of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The City shall notify CRF within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of CRF's or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees' activities pursuant to the rights granted in this Use Agreement.

Section 13. Assignment.

CRF may not assign this Use Agreement without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the City of the request and action or approval by the City as required by law, except that CRF shall have the right, upon notice to the City, to assign this Use Agreement without the City's consent, provided, however, that such assignment has been approved by the NJBPU. Notwithstanding the forgoing, the transfer of the rights and obligations of CRF hereunder to a parent, subsidiary, successor, financially viable affiliate, or pursuant to any merger, acquisition, reorganization, sale, or transfer of all or substantially all of CRF's assets or equity shall not be deemed as an assignment for the purposes of this Use Agreement, provided that the assignment has been approved by the NJBPU.

Section 14. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such suit shall be vested

exclusively in the state courts of New Jersey in Hudson County or the U.S. District Court for the District of New Jersey.

Section 16. Prior Agreements.

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 17. Modification of Agreement.

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 18. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 19. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 20. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as

to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 21. Notice of Displacement

To the extent that the City has actual knowledge of the displacement of CRF's facilities, it will inform CRF on learning of same.

Section 22 Consent Criteria

In the case where approval or consent of one party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not unreasonably delay, condition or withhold its approval or consent. However, both parties recognize that formal action by the City to give its approval or consent may require the approval of the governing body of the City.

Section 23. Waiver of Breach

The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 24. Representations and Warranties.

Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations.

Section 25. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber, LLC

Witness:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HOBOKEN

Witness:

Mayor

City Clerk

Dated: _____

Dated: _____

Exhibit A

City of Hoboken Road Opening Schedule

April 22nd to May 15th: Install inlets, pipe and finish all concrete work for the below noted roadways.

May 18th to 22nd: Milling and paving of all of the below noted roadways.

May 26th to June 7th: Layout and installation of bollards and striping/markings along the below noted roadways.

1. **Jackson Street from Paterson Avenue to 4th Street.** The major items of work entails handicap ramp replacement, a curb bump out with a rain garden at the SW corner of 1st, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
2. **Jackson Street from Paterson Avenue to Newark Street.** The work entails only traffic line striping/markings. The contractor will be provided a supplemental plan for this work, however the quantities have already been accounted for in the bid.
3. **4th Street from Jackson Street to Monroe Street.** The major items of work entails handicap ramp replacement, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
4. **4th Street from Monroe to Grand Street.** The major items of work entails handicap ramp replacement, minor drainage improvements and traffic line striping/markings. The milling/paving of the roadway will be completed by PSE&G.
5. **5th Street from Jackson Street to Madison Street.** The major items of work entails handicap ramp replacement, traffic line striping/markings and milling/paving of the roadway.
6. **Monroe Street from Observer Highway to 3rd Street.** The major items of work entails handicap ramp replacement, a curb bump out at the NE corner of 2nd, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
7. **Monroe Street/7th Street Intersection.** The major items of work entails handicap ramp replacement, a curb bump out at the SE corner of 7th and minor drainage improvements.
8. **Monroe Street/8th Street Intersection.** The major items of work entails handicap ramp replacement and select curb/sidewalk replacement.
9. **6th Street/Jefferson Street Intersection.** The major items of work entail handicap ramp replacement and minor drainage improvements.



INFORMATION TECHNOLOGY DEMANDS SPEED. Your business requires technology that enables fast and secure data transmission of your critical information. Control your company's ability to communicate at the speed of light with high bandwidth solutions through Cross River Fiber's robust fiber optic network. Whether you're seeking a specific network solution or your business demands security, diversity, scalability, ultra-low latency, unlimited bandwidth, increased data speed - *we have you covered.*

CROSS RIVER FIBER PARTNERED WITH RIDGEMONT EQUITY PARTNERS

in 2014 to further support the industry's growing demands. Alongside management, Ridgemont, a trusted growth equity investor, will help drive the next phase of expansion. The investment will boost Cross River Fiber's development of its network into new markets by focusing on increasing demands for high-capacity, carrier-class bandwidth services in the financial, carrier, healthcare, education, government and enterprise sectors.



WE ARE CROSS RIVER FIBER

As a premier, New Jersey-based boutique telecommunications solutions provider, we design, construct and maintain our own independent network infrastructure. We provide the most effective, scalable and secure high-speed fiber optic network solutions to meet the demands and requirements of today's industry needs. We are first and foremost a customer service driven organization. As a client, you will work directly with us and we work directly *for you.*

For more information visit:

WWW.CROSSRIVERFIBER.COM

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ENTERPRISE & CARRIER solutions. Ultra-low **LATENCY**.
DARK FIBER networks. Government, **HEALTH CARE**, Education.

BEYOND LIGHT

YOUR PERFORMANCE DEPENDS ON

THE NETWORK

Cross River Fiber has a unique and customized discipline to deploying network infrastructure. Our comprehensive approach to network service design and implementation concentrates on the current fiber landscape offered by other carriers and our method of bettering it.

SERVICES

- DARK FIBER** Provides an ultra-scalable, unlimited bandwidth connectivity solution that offers total control
- WAVELENGTH** Private conditioned wave services with fully managed optical spans
- ETHERNET** Layer 1 designed, Layer 2 delivered, dedicated 1 to 100 gigabit metro Ethernet options
- FIBER CHANNEL** Private and protected Layer 1 service
- IP SERVICES** Managed or unmanaged Internet connection
- SECURITY & ENCRYPTION** Unparalleled encryption services offered with a network that is built edge to edge with security in mind
- WIRELESS INFRASTRUCTURE** Supporting the increasing demand for wireless/RF technology

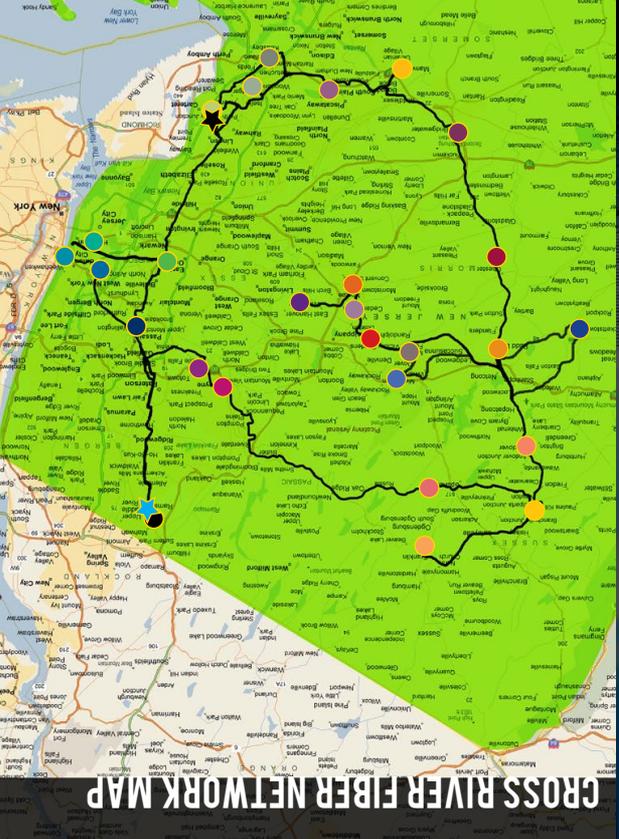


- MAHWAH, NJ
- CLIFTON, NJ
- SEGAUCUS, NJ
- WEEHAWKEN, NJ
- JERSEY CITY, NJ
- NEWARK, NJ
- CARTERET, NJ
- WOODBRIIDGE, NJ
- EDISON, NJ
- DOVER, NJ
- GEDAR KNOLLS, NJ
- PISCATAWAY, NJ
- SOMERSET, NJ
- BRIDGEWATER, NJ
- CHESTER, NJ
- PARLISPANY, NJ
- MORRISTOWN, NJ
- FLANDERS, NJ
- NEWTON, NJ
- FRANKLIN, NJ
- ANDOVER, NJ
- SPARTA, NJ
- WAYNE, NJ
- TOTOWA, NJ
- WHIPPANY, NJ
- HACKETTSTOWN, NJ
- ROCKAWAY, NJ
- CRF 1400 MONOPOLE
- CRF 1700 MONOPOLE

GROSS RIVER FIBER SPECIALIZES in developing fiber networks within the New Jersey and New York metro area, advantageously interconnecting to carrier hotels, data centers, financial exchanges and customer locations.

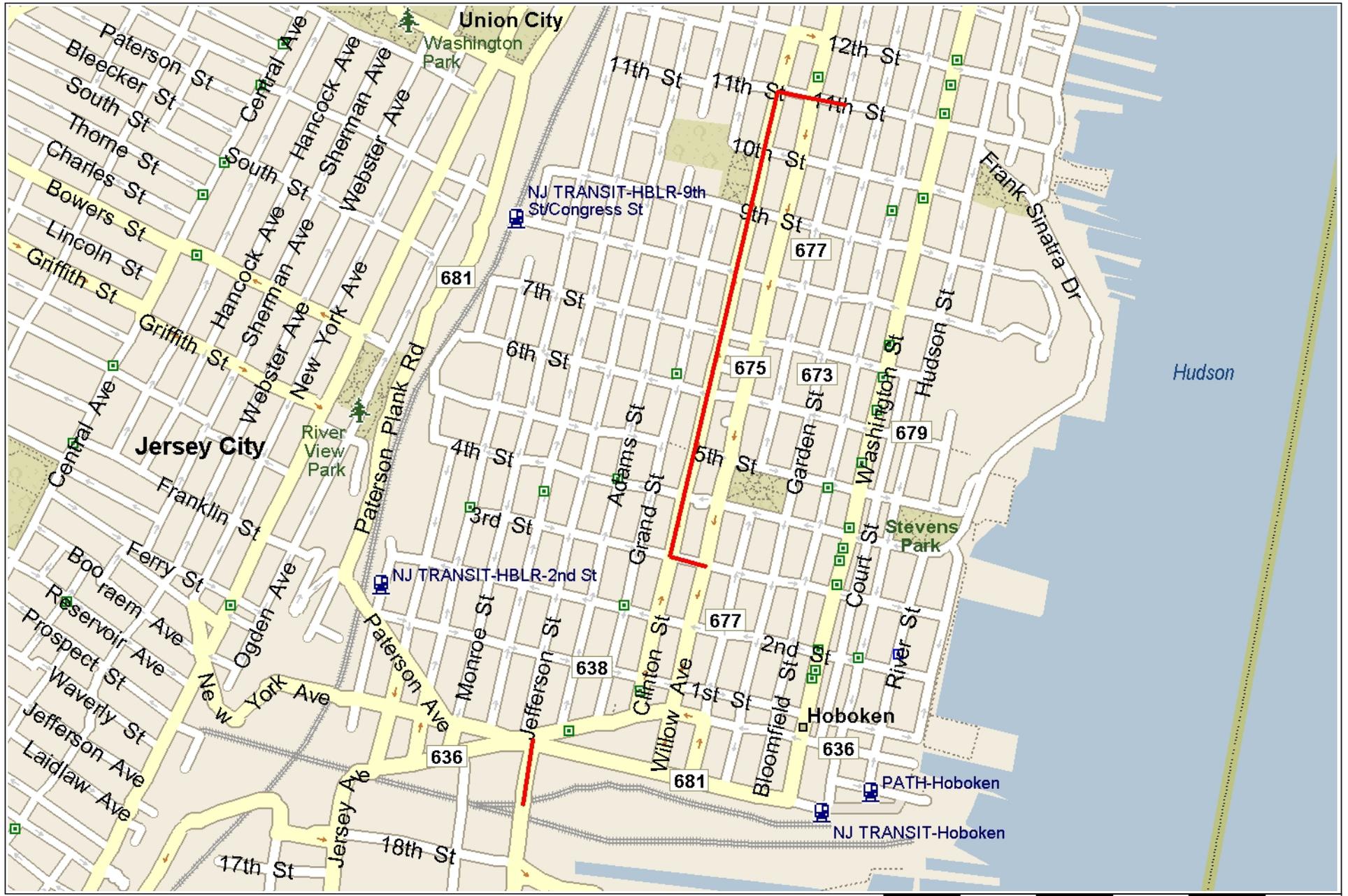
VERTICALS SUPPORTED include industries such as carrier, financial, healthcare, education, government and enterprise companies.

IMPLEMENTING CUSTOM CONNECTIVITY SOLUTIONS is a direct result of working with clients to understand and meet their unique business needs and requirements.



GROSS RIVER FIBER NETWORK MAP

Hoboken ROW Map



0 mi 0.2 0.4 0.6

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INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF REGGIO
CONSTRUCTION FOR THE MUNICIPAL STREET RESURFACING AND INTERSECTION
SAFETY IMPROVEMENTS PROGRAM (PACKAGE A) AS CHANGE ORDER NUMBER 1 IN AN
INCREASE AMOUNT OF \$50,000.00 FOR A NEW NOT TO EXCEED TOTAL AMOUNT OF
\$1,345,677.93**

WHEREAS, the City of Hoboken requires a change order under the contract for the continuation of the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A), which was originally awarded to Reggio Construction for \$1,295,677.93; and,

WHEREAS, the Administration used Reggio Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1) to the contract for Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction, for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (**\$1,345,677.93**) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriations C-04-60-714-210 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (\$1,345,677.93) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

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

shall be at the sole discretion of the City Council.

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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



June 29, 2015

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Quentin Wiest, Business Administrator

Re: 2014 Municipal Street Resurfacing &
Intersection Safety Improvements Program (Package A)
City of Hoboken
Hudson County, New Jersey
Our File No. HO-495

Dear Mr. Wiest:

Pursuant to our recent discussion please accept this request for a change in the scope of work for the above referenced project. Note this change will result in a change order that represents both additions and deletions to the overall project cost but based on current contract prices, the end result will be a net addition to the final amended contract price. The reasons for this change order request are as follows:

1. Due to conflicts with the current "Energy Strong" utility project, deletion of the concrete work at the intersection of Park Street and 11th Street is necessary at this time as it is presently unclear when the utility work will be completed in the area. While we are requesting the deletion of this work from the current Package "A" project we would suggest that the deleted scope of work be added to a subsequent project, namely the, Eleventh Street Resurfacing Project (Our Project HO-505) which is currently in the design phase and will be ready for bidding in the very near future. The design for HO-505 is completed and the bid package is at approximately 95% complete and ready for advertisement. I would suggest the project be held until mid-August for advertisement with an anticipated schedule for paving in September after the Package "A" and Utility work is completed in the area which will allow for additional time to modify the HO-505 project to incorporate the Park Street and 11th Street intersection concrete work into the plans and specifications. This reduction of work will be reflected as a credit towards the final amended contract price.
2. At this time we also recommend the additional milling and resurfacing of Bloomfield Street from 10th Street to 14th Street. This work was originally removed from the Package "A" project due to anticipated conflicts with the PSE&G and United Water projects in this section of Bloomfield Street. It is our understanding that the utility work along Bloomfield Street from 10th Street to

14th Street is scheduled to be completed by mid-July and with proper planning this additional milling and paving can be incorporated into the Package "A" project. The striping for this area was previously included in the Package "A" project which limits the additional costs to just the milling, resurfacing and possible additional police traffic directors to perform traffic duty during the execution of the additional work. This additional scope of work will be reflected as an additional cost towards the final amended contract price.

Based on the contract pricing we anticipate a net increase of approximately \$50,000.00 to the Package "A" contract as a result of both the addition and deletion referenced above. Also be further advised that the amount of the proposed change order is an approximation based on the Contract Drawings and that all payments are made based on the installed quantities which are measured by the Resident Engineer prior to the submission of invoicing to the City for processing and payment.

In addition to this requested change order there will be a final change order executed at the end of the Package "A" project to rectify any deviations from contract quantity to as-built quantities in order to process the final payment and account for any additions and deductions from the original contract quantities. Finally, please be aware that although it is our request to delete the Park Street and 11th Street intersection concrete work from the Package "A" project, it is intended to be included in a subsequent project so the necessity for that funding is not erased, it is merely deferred to a subsequent project.

If you require any additional information please let me know. Also at your earliest convenience please advise if the additional milling and paving is going to be included in the Package "A" project so that we can plan accordingly.

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

Very truly yours,

BOSWELL McCLAVE ENGINEERING



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

JAP/s

cc: Stephen D. Marks, PP, AICP, Municipal Manager
John Morgan, Director of Parking and Transportation
John Englese, Boswell McClave Engineering

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AMENDING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO VALUE RESEARCH GROUP FOR SERVICES AS REAL ESTATE APPRAISER FOR APPRAISAL REPORTS FOR BLOCK 12, THE BASF SITE, AND 123 JEFFERSON PROPERTIES, IN AN INCREASED AMOUNT NOT TO EXCEED \$23,500.00.

WHEREAS, the City urgently requires the professional services of real property appraisers for the continued appraisal of the BASF site, for Block 12, and for the 123 Jefferson property, and although the total cost of said services is \$23,500.00 (above \$17,500.00, which is therefore above the bid and Fair and Open thresholds), for a total contract amount of \$43,500.00; and,

WHEREAS, the City sought the proposal of the reputable appraisal firm Value Research Group for said services, and said proposals, dated September 23, 2014, June 23, 2015 and June 24, 2015, are attached hereto; and,

WHEREAS, pursuant to the recommendation of the City's special counsel, Edward Buzak, Esq., the Administration now seeks authorization of a contract amendment of the Council for said services; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,000.00 for the Block 12 site is available from C-04-60-711-120, \$5,000.00 for the BASF appraisal is available in the following appropriations C-04-60-711-120, and that \$6,500.00 for the 123 Jefferson appraisal is available in the following appropriations 4-01-21-181-036 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the full council voting in the affirmative) by the City Council of the City of Hoboken as follows:

- A. This resolution amends the award of the contract to Value Research Group for professional real property appraisal services, in an increased amount of Thirty One Thousand Five Hundred Dollars (\$23,500.00) for a total contract amount of \$43,500.00, and for the additional appraisal of the BASF, Block 12, and 123 Jefferson Properties in accordance with the September 23, 2014, June 23, 2015 and June 24, 2015 proposals, attached hereto.
- B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached proposals, as requested by the Administration and/or Special Counsel Buzak.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with Value Research Group; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official

newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall be published in accordance with the Fair and Open publication requirements, and thereafter shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

June 23, 2015

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

**Re: Proposal for Consulting Services
BASF Site
Hoboken, New Jersey**

Dear Mr. Marks:

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

Assignment Summary

Client/Intended User:	City of Hoboken
Subject Property:	Property known as BASF Site 1113-1131 Madison St. (Block 103, Lots 7-26 1201 Madison & 1200 Adams Sts. (Block 107, Lot 1) 1301-1311 Jefferson St. (Block 113, Lot 1)
Intended Use:	To assist the City of Hoboken in analyzing property valuation issues related to the potential acquisition of the BASF Site.
Scope of Work:	Review documents related to the potential BASF site acquisition including appraisals, planning reports, etc.
Review Fee:	Fees charged at \$150/hour not to exceed \$5,000 without further authorization.

Scope of Work

As part of our service, we will coordinate with the City's Special Counsel, Edward J. Buzak and review documents related to the potential acquisition of the BASF site including appraisal reports, planning & engineering studies, environmental records, etc. After the review is complete, we will meet with City representatives to discuss our findings and conclusions.

Delivery Date

We will complete the document review within 20 days following the execution of this agreement.

Fee Requirements

Our fee to complete the review and attend any necessary follow-up meetings is \$150/hour not to exceed a total of \$5,000 without further authorization. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If any sum is unpaid after 15 days, you agree to pay interest at 10% per annum on the unpaid balance, unless other arrangements are mutually agreed upon. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Cancellation

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

VRG Independence

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

Stephen D. Marks, PP, AICP, CFM, LEED GA

June 23, 2015

Page 3

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

June 24, 2015

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

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

Dear Mr. Marks:

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

Assignment Summary

Client:	City of Hoboken
Intended Users:	Client and parties to pending eminent domain action
Scope of Work:	To provide litigation support services including, but not limited to: deposition testimony, review of opposing litigant reports and deposition transcripts, trial preparation, trial testimony, rebuttal testimony, attendance at any case strategy or trial preparation meetings and preparation of any additional documents or analysis on an as needed basis.
Litigation Support Fee:	Fees charged at \$150/hour not to exceed \$12,000 without further authorization.

Fee Requirements

Our fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at \$150/hour on a portal to portal basis not to exceed \$12,000 without further authorization. In signing this proposal you represent that you are responsible for the fees incurred. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

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

If this proposal is acceptable, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date

Acct# 4-01-21-181-036

BF



pre-qualified for financial services via resolution in Sept 2014

VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

September 23, 2014

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

Re: Proposal for Appraisal and Consulting Services
123 Jefferson Street
Hoboken, New Jersey

Dear Mr. Pellegrini:

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

Assignment Summary

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client in determining the fair market rental value of the subject property incorporating any existing tenant improvements.
Interest Valued:	Leased Fee
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	\$6,500

Scope of Work

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

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

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement and receipt of all requested information.

Information Needed

In order to assist us in performing the assignment, we request that you provide us with as much of the following information as is available:

1. Property Survey and Description.
2. Copies of any current leases involving the subject property, including sub-leases, if available.
3. Copies of any operating expense statements and/or financial statements prepared for the property.
4. If the appraised property consists of proposed improvements, the Client shall provide VRG the plans, specifications and other documents required to identify the extent and character of the proposed improvements.
5. Copies of any pertinent inspection reports, site condition reports, environmental studies or other data, if available.
6. Name, contact information and permission to contact current occupants of the improvements.

If the property appraised is currently under a contract of sale, the Client shall provide a copy of the contract including all addenda and relevant facts.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is \$6,500. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Consulting & Expert Testimony Per Diem Charges

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be based on our per diem fee schedule at the time of performance on a portal to portal basis. Our current hourly charges are as follows:

Principals of the Firm:	\$200
Staff Appraisers:	\$150
Support Staff:	\$ 75

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

Cancellation

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

VRG Independence

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

No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between VRG or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including by not limited to, any third parties identified in this engagement letter.

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION RESCINDS THE AWARD OF PHASE II OF A CONTRACT TO LOUIS BARBATO LANDSCAPING FOR THE PROVISIONS OF HOBOKEN SHADE TREE COMMISSION 2014/2015 STREET TREE PLANTING IN ACCORDANCE WITH THE CITY'S BID NO. 14-12.

WHEREAS, on September 17, 2014 the City awarded a contract to Louis Barbato Landscaping for the provisions of Hoboken Shade Tree Commission 2014/2015 Street Tree Planting in accordance with the City's Bid No. 14-12; and,

WHEREAS, the City has since learned vendor Louis Barbato has failed to meet the time frames for completing the services; and,

WHEREAS, as a result of this failure, the provisions called for in the contract awarded to Louis Barbato Landscaping are cancelled as of July 8, 2015, except for Phase I and any obligations of Louis Barbato under Phase I, as further described in the Bid Specifications for Bid No. 14-12; and,

WHEREAS, as a result of this rescission of Phase II of the above mentioned contract, the Administration is authorized to rebid for the goods and services which the City had intended to receive under Phase II of this project; and,

WHEREAS, any and all appropriations relating to this contract may be re-budgeted, except the \$29,531.00 which shall become payable to the vendor only if the vendor completes all obligations and mitigations required to finalize Phase I of the project, otherwise said amounts shall also be re-appropriated.

NOW THEREFORE BE IT RESOLVED as follows:

- A. This resolution rescinds the award of a contract to Louis Barbato Landscaping which was authorized by the City on 17 September, 2014, for the reasons stated herein; and,
- B. The City Council requests the Administration to take the appropriate action to effectuate this Resolution, and
- C. This resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2015 Municipal Budget

DEPARTMENT OF AGRICULTURE – SUMMER FOOD PROGRAM 2015

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 \$75,078.44 from the State of New Jersey Department of Agriculture and wishes to amend its CY 2015 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED that 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 2015 in the sum of.....\$75,078.44

Which is now available as a 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:

Department of Agriculture
Summer Food

BE IT FURTHER RESOLVED that the like sum of.....\$75,078.44 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:

Department of Agriculture
Summer Food

BE IT FURTHER RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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



State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food and Nutrition
PO Box 334
Trenton, NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

June 18, 2015

Mayor Dawn Zimmer
City of Hoboken
Department of Health and Human Services
94 Washington Street, 2nd Floor
Hoboken, NJ 07030

Dear Mr. Calamoneri:

Agreement #09-0089

Your 2015 Summer Food Service Program application has been approved. The current amount of 2015 funding approved for your organization is \$75,078.44. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

Under the State of New Jersey Comprehensive Financial System (NJCFSS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #22600199300) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2015, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2015 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2015 Agreement.

Be sure to mail all correspondence to:

State of New Jersey Department of Agriculture
Division of Food and Nutrition
Summer Food Service Program
P.O. Box 334
Trenton, New Jersey 08625-0334

**If documents are being hand delivered, the specific street address and floor must be used instead: 22 South Clinton Avenue, Building 4, 3rd Floor, Trenton, NJ 08609.*

Bid documents submitted to the state agency for review are approved as to form and content. Please be advised that a state agency representative may be present at your bid opening scheduled for June 16, 2015. The approval of this bid package is granted with the understanding that any additions, deletions or changes made without approval of the state agency can invalidate your bid opening proceedings.

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,



Cherrie M. Walker, Coordinator
Summer Food Service Program
Division of Food and Nutrition

Cc: Mr. David Calamoneri, Management Specialist

CMW/nc/F-12
Enclosure

Sponsored By: _____

Seconded By: _____

CITY OF HOBOKEN RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ADOPTION OF THE 2015 HUDSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS the City of Hoboken, NJ, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

WHEREAS a *Hazard Mitigation Plan* has been developed for the County of Hudson, by the Mitigation Planning Committee;

WHEREAS the *Hudson County Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law, and

WHEREAS the entire plan can be found at <http://www.hudsoncountynj.org/oem/> and the applicable portions are attached here.

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

1. The *Hudson County Multi-Jurisdictional Hazard Mitigation Plan*, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on **April 2, 2015** by the Hudson County Office of Emergency Management, is hereby adopted as an official plan of the City of Hoboken; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The municipal departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City of Hoboken, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual

progress report to be submitted to the Hudson County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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



SECTION 1. INTRODUCTION

2015 Plan Update Changes

- This section was updated to reflect the organization of the 2015 HMP Update

1.1 BACKGROUND

In response to the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), Hudson County, and the cities, towns and boroughs located therein, have developed this Hazard Mitigation Plan (HMP), which is an update of the 2008 Hudson County All Hazard Mitigation Plan. DMA 2000 amends the Stafford Act and is designed to improve planning for, response to, and recovery from, disasters by requiring State and local entities to implement pre-disaster mitigation planning and develop HMPs. The Federal Emergency Management Agency (FEMA) has issued guidelines for HMPs. The New Jersey Office of Emergency Management (NJOEM) also supports plan development for jurisdictions in New Jersey.

Specifically, DMA 2000 requires that States, with support from local governmental agencies, update HMPs on a five year basis to prepare for and reduce the potential impacts of natural hazards. DMA 2000 is intended to facilitate cooperation between state and local authorities, prompting them to work together. This enhanced planning will better enable local and State governments to articulate accurate needs for mitigation, resulting in faster allocation of funding and more effective risk reduction projects.

1.1.1 DMA 2000 Origins -The Robert T. Stafford Disaster Relief and Emergency Assistance Act

The *Federal Emergency Management Agency* (FEMA) estimates that for every dollar spent on damage prevention (mitigation), twice that amount is saved through avoided post-disaster damage repair.

In the early 1990s, a new federal policy regarding disasters began to evolve. Rather than simply reacting whenever disasters strike communities, the federal government began encouraging communities to first assess their vulnerability to various disasters and proceed to take actions to reduce or eliminate potential risks. The logic is simply that a disaster-resistant community can rebound from a natural disaster with less loss of property or human injury, at much lower cost, and, consequently, more quickly. Moreover, other costs associated with disasters, such as the time lost from productive activity by business and industries, are minimized.

DMA 2000 provides an opportunity for States, tribes and local governments to take a new and revitalized approach to mitigation planning. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions (Section 409) and replacing them with a new set of requirements (Section 322). This section sets forth the requirements that communities evaluate natural hazards within their respective jurisdictions and develop an appropriate plan of action to mitigate those hazards, while emphasizing the need for State, tribal and local governments to closely coordinate mitigation planning and implementation efforts.

The amended Stafford Act requires that each local jurisdiction identify potential natural hazards to the health, safety and well-being of its residents and identify and prioritize actions that can be taken by the community to mitigate those hazards—before disaster strikes. For communities to remain eligible for hazard mitigation assistance from the federal government, they must first prepare, and then maintain and update an HMP (this plan).





Responsibility for fulfilling the requirements of Section 322 of the Stafford Act and administering the FEMA Hazard Mitigation Program has been delegated to the State of New Jersey, specifically to NJOEM. FEMA also provides support through guidance, resources, and plan reviews.

1.1.2 Benefits of Mitigation Planning

The planning process will help prepare citizens and government agencies to better respond when disasters occur. Also, mitigation planning allows Hudson County as a whole, as well as the participating Hudson County municipalities and municipal utility authorities to remain eligible for mitigation grant funding for mitigation projects that will reduce the impact of future disaster events. The long-term benefits of mitigation planning include:

- An increased understanding of hazards faced by Hudson County communities
- A more sustainable and disaster-resistant community
- Financial savings through partnerships that support planning and mitigation efforts
- Focused use of limited resources on hazards that have the biggest impact on the community
- Reduced long-term impacts and damages to human health and structures and reduced repair costs

1.1.3 Organizations Involved in the Mitigation Planning Effort

Hudson County and the participating jurisdictions intend to implement this HMP with full coordination and participation of County and local departments, organizations and groups, as well as by coordinating with relevant State and Federal entities. Coordination helps to ensure that stakeholders have established communication channels and relationships necessary to support mitigation planning and mitigation actions included in Section 6 and in the jurisdictional annexes in Section 9. In addition to Hudson County, all municipalities and the listed municipal utility authorities have participated in the planning process (Table 1-1 and Figure 1-1).

Table 1-1. Participating Jurisdictions in Hudson County

Participation Municipalities		Municipal Utility Authorities
City of Bayonne	Borough of East Newark	Bayonne MUA
Town of Guttenberg	Town of Harrison	Jersey City MUA
City of Hoboken	City of Jersey City	Kearny MUA
Town of Kearny	Township of North Bergen	North Bergen MUA
Town of Secaucus	City of Union City	Secaucus MUA
Township of Weehawken	Town of West New York	North Hudson Sewage Authority

Multiple Agency Support for Hazard Mitigation

Primary responsibility for the development and implementation of mitigation strategies and policies lies with local governments. However, local governments are not alone; various partners and resources at the regional, state and federal levels are available to assist communities in the development and implementation of mitigation strategies. Within New Jersey, NJOEM is the lead agency providing hazard mitigation planning assistance to local jurisdictions. NJOEM provides guidance to support mitigation planning. In addition, FEMA provides grants, tools, guidance, training, and instruction to support mitigation planning.

Additional input and support for this planning effort was obtained from a range of agencies and through public involvement (as discussed in Section 3). Under the project management of the Hudson County Office of Emergency Management, oversight for the preparation of this HMP was provided by the Hudson County





Hazard Mitigation Steering and Planning Committees. Details regarding the roles and responsibilities of the Steering and Planning Committee are also further discussed in Section 3. The Steering Committee includes representatives from County departments and agencies have been formed as a leadership group to plan, guide, expedite, and implement the planning process. A list of Steering Committee and Planning Committee members is provided in Section 3.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FURTHER AMENDING THE PROFESSIONAL SERVICE CONTRACT WITH EI ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICE TO THE CITY OF HOBOKEN FOR THE BACKUP GENERATORS PROJECT FOR A TERM TO EXPIRE JUNE 30, 2016, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$57,500.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$134,730.00.

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

WHEREAS, in 8/2013 the City of Hoboken was made aware of potential power related issues at city properties, and thereafter obtained four (4) quotes, on an emergency basis, for the Professional Services, of which EI Associates responded to with the most advantageous proposal, and was awarded a contract; and,

WHEREAS, the contract was amended to extend the term and increase the contract amount in 4/2015, and the City now seeks to further amend the contract through 6/30/2016 and increase the not to exceed amount by \$57,500.00, as set forth in the attached proposal, for a total not to exceed amount of \$134,730.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$57,500.00 for the Backup Generator Project site is available as follows: \$47,500.00 is available in the following appropriations 5-01-31-461-000, and \$10,000.00 is available in the following appropriation G-55-56-CD3-301 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the full council voting in the affirmative*) by the City Council of the City of Hoboken as follows:

- A. This resolution amends the award of the contract to EI Associates for professional engineering services, in an increased amount of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) for a total contract amount of \$134,730.00, in accordance with the proposals, attached hereto.
- B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City

Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with EI Associates; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

**Frank P
Brancato**

Consultant

EXPERIENCE

Mr. Brancato has more than 28-years of experience in construction administration, project management and design of commercial, industrial and institutional building projects. He has served in all levels of building and site construction including contract administration, Owner's representative services, estimating, purchasing, scheduling, contract administration, facility inspections, physical condition assessment reports, building deficiency analysis, code and regulatory compliance evaluations and surveys.

In addition, Mr. Brancato is a licensed building inspector- NJ and trained and experienced in construction methods and procedures, CPM scheduling, project management, construction contract administration, and construction safety.

Representative experience includes:

- **City of Orange, NJ** - Coordinated daily construction operations, and scheduled construction work for various curb and sidewalk replacement projects.
- **NY Life Investment Corp.** – Owner's representative. Solicited trade contractor bids, managed daily construction operations, scheduled construction work between various trades and coordinated field work with tenants to repair various portions of pile supported reinforced concrete floor slab throughout a 250,000 S.F. warehouse facility located in Elizabeth, New Jersey.
- **Han Feng, Inc.** – Owner's representative. Managed daily construction operations, scheduled construction work between various trades and coordinated permitting, municipal inspections and field work. Participated in design and plan development to construct 25,000 S.F. refrigerated storage coolers, alterations to 800 S.F. administrative offices and new storage racking throughout a 100,000 S.F. warehouse facility in Bayonne, New Jersey. Solicited trade contractor bids,
- **Wishing Well Adult Day Health Care** – Coordinated and implemented NJDOH and NJDCA requirements in design plans. Attended design meetings with State and local officials to facilitate development and completion of design documents. Participated in design and plan development of interior alteration plans to construct a 17,200 S.F. adult day health care facility in Lawrence Township, New Jersey.
- **Glendale Warehouse & Distribution Corp.** – Owner's representative. Attended meetings with local officials to facilitate development, completion and municipal approval of design documents. Solicited trade contractor bids, managed daily construction operations, scheduled construction work between various trades and coordinated permitting, municipal inspections and field work. Participated in design and plan development to construct a 30,000 S.F. temperature controlled warehouse addition.

Construction Project Manager & Senior Designer – Page Consultants, Inc. (Civil Engineering Firm) – Paramus, NJ

Construction Project Manager & Field Inspector – Tepper Associates (Forensic & Consulting Engineers / Professional Construction Consulting) – West Orange, NJ

Project Manager & Senior Designer – Robert Murphy Architects – West Milford, NJ.

EDUCATION

Plaza School of Drafting & Design
Technologies –Diploma, 1984
Architectural Drafting & Design
&Estimating for Building Trades

Micro Training Technologies –
Computer Aided Drafting
(AutoCAD)
Certificate of Completion, 1991

American Home Inspectors Institute
Certificate of Completion, 1999
Building Inspection

PROFESSIONAL REGISTRATIONS AND SOCIETIES

Licensed Building Inspector- NJ

OSHA 10 -Hour Construction
Outreach Program

International Building Code Council

2 July 2015
7026R2

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Attn: Quentin Wiest
Business Administrator

Dear Mr. Wiest:

EI Associates (EIA) proposes to provide the services of Frank Brancato to work under the direction and supervision of the City of Hoboken. Frank's rate will be \$110 per hour plus reimbursable expenses. Reimbursable expenses will be billed in accordance with our standard reimbursable expense sheet attached. We understand Frank will be working for the City of Hoboken approximately 20 hours per week. Based on 500 man-hours, our fee would be:

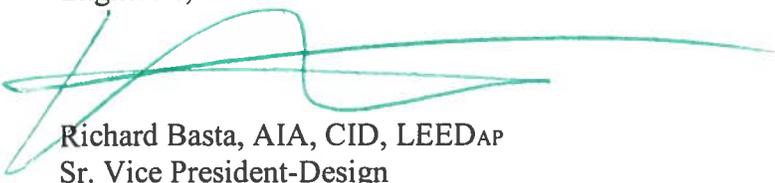
- \$45,000 for the Emergency Generator Project
- \$10,000 for the Multi-Service Center Project

We recommend you establish an allowance of \$2,500 to cover reimbursable expenses.

We look forward to working with you on this important project. Please forward your purchase order referencing this proposal number. Please contact us if you have any questions or require any additional information.

Respectfully submitted,

EI ASSOCIATES
Architects &
Engineers, PA



Richard Basta, AIA, CID, LEED^{AP}
Sr. Vice President-Design

Attachments: Reimbursable Expense Sheet

Cc: EI Distribution

EI ASSOCIATES
CHARGES FOR REIMBURSABLE EXPENSES FOR DESIGN PROJECTS

Expenses incurred in the interest of the project are charged at the following rates, or if not shown, at cost plus 15%.

1. Reproduction expenses as follows:

Digital Bond First Copy – 30 x 42	\$7.98 each
Digital Bond Print – 30 x 42	\$3.50 each
Digital Bond First Copy – 24 x 36	\$5.35 each
Digital Bond Print – 24 x 36	\$2.50 each
Photocopy – 8.5 x 11	\$0.18 per sheet
Photocopy – 11 x 17	\$0.35 per sheet
Color Copy – 8.5 x 11	\$2.00 each
Color Copy – 11 x 17	\$3.00 each
CAD Color Plot – 30 x 42	\$27.00 each
CAD Color Plot – 24 x 36	\$18.00 each
CAD Check Plot – 8.5 x 11	\$2.50 per plot
CAD Check Plot – 11 x 17	\$2.75 per plot
CAD Check Plot – 15 x 21	\$3.00 per plot
Staple Prints	\$1.50 per set
Wire or GBC Punch & Bind	\$11.55 set
Acco Punch & Bind	\$8.60 per set
Acetate 8.5 x 11	\$0.75 each
Scan to Disc	\$18.00 per dwg.

2. Downward conversion of latest version of AutoCAD to earlier version @ \$75 per drawing. Retrieval of archived information: base fee \$250.
3. Bind, purge, audit and publish AutoCAD files @ \$25 per drawing.
4. Fax at \$.50 per Page.
5. Automobile travel at \$.575 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.
6. Messenger and overnight delivery charges at cost + 15%.
7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.

EI ASSOCIATES
CHARGES FOR REIMBURSABLE EXPENSES FOR DESIGN PROJECTS

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CHARGES FOR REIMBURSABLE EXPENSES FOR DESIGN PROJECTS

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5. Automobile travel at \$.575 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.
6. Messenger and overnight delivery charges at cost + 15%.
7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION TO AMEND THE AWARD of THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY \$8,800.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$473,102.00.

WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for Block 12, for a total actual not to exceed amount of \$464,302.00 through December 31, 2015, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional \$8,800.00 in accordance with the attached June 24, 2015 proposal, for a new total contract amount of \$473,102.00 (\$268,726.00 of the current contract amount of \$464,302.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$8,800.00 is available in the following appropriations C-04-60-711-120 in the open space parks bond; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

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

- A. This resolution amends the contract to Starr Whitehouse, for an additional \$8,800.00 (for services as described in the attached June 24, 2015 proposal of Starr Whitehouse); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 proposal seeks to amend any terms other than the contract amount and scope of services, same shall be rejected.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

STARR WHITEHOUSE

Landscape Architects
and Planners PLLC

80 Maiden Lane, Suite 1901
New York, New York 10038
212.487.3272, Fax 212.487.3273
www.starrwhitehouse.com

June 24, 2015

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Subject: Hoboken SW Block 12 Park Design, Additional Services 3

Dear Mr. Marks,

I am writing to request funding for one item of additional professional services required for the completion of Block 12 Park:

1. **Additional Geotechnical Investigation**—Prior geotechnical investigations (authorized under Additional Services 2) took site borings to a depth of 50 feet, but were unable to reach bedrock or competent bearing materials. This total depth information is needed to calculate site settlement related to the park design. The proposed additional geotechnical investigation will provide for one deep boring, as detailed in the attached proposal from Langan Engineers. Borings greater than 50 feet required a NJDEP permit. For budgetary purposes, this proposal assumes a boring depth of 85 feet. The proposed fee includes field services, associated permits, and engineering review.
Services by Langan Engineering: \$7,850
Coordination/Management by Starr Whitehouse: \$950

The total value of this Additional Services 3 is \$8,800. Please let me know if you have questions or need additional information for your review and approval of these requests.

Sincerely,



Stephen Whitehouse, ASLA, AICP
Partner

Attachment: Langan Engineering proposal (5 pages)



12 June 2015

Via email: wandringa@StarrWhitehouse.com

Wendy Andringa
Landscape Architect
Starr Whitehouse Landscape Architects and Planners PLLC
80 Maiden Lane, Suite 1901
New York, NY 10038

**Re: Proposal for Supplemental Subsurface Investigation Services
Hoboken SW Block 12 Park ("The Project")
Hoboken, New Jersey
Langan Project No. 100497601**

Dear Ms. Andringa:

Langan Engineering and Environmental Services, Inc. (Langan) is pleased to submit this proposal for supplemental subsurface investigation services for the proposed Hoboken SW Block 12 Park project in Hoboken, New Jersey. The following sections include a brief description of our project understanding followed by our scope of services, estimated cost and schedule.

PROJECT BACKGROUND

The site is located on Block 12 in the southern portion of Hoboken, New Jersey and is bound by Paterson Avenue to the north, Observer Highway to the south, Harrison Street to the west and Jackson Street to the east. The site does not include Lots 8, 10 and 11, which are located at the center of the block and include residential and commercial structures.

The majority of the southern portion of the site (Lot 1 through 17 and 13 through 18) is currently occupied by an at-grade parking lot and a vacant overgrown area (Lot 12). The northern portion of the site (Lot 9) is owned by the City of Hoboken and is an undeveloped property with a cobble stone road at its southern end. The site grades for both portions of the site typically range from el 3 to el 5.

The proposed construction includes the demolition of the parking lot and construction of a city park. The proposed park will include grass and pervious paver areas, a stepped retaining wall, utility shed, bathroom facility, light poles and subsurface stormwater detention basins. Site grades will be raised by about 3 ft to 4 ft to achieve the design grades.

Previous Investigation

Three borings were drilled on 10 June 2015 in accordance with the 26 March 2015 proposal. These borings indicated that the subsurface conditions consisted of fill materials underlain by a peat layer over thick soft clay deposits. No suitable bearing stratum was encountered within the termination depths of the borings. Although borings extended to 50 ft below surface (more than the budgeted length), the bottom of the soft clay layer was not found. Thus, deeper borings are required to determine the thickness of the compressible soft layer, which is needed for settlement estimates.

SCOPE OF WORK

Our proposed scope of work is summarized below.

1. Supplemental Subsurface Investigation

We propose the following investigation be implemented:

- Borings: Drilling 1 deep boring in the area where site grades will be raised. The boring needs to extend sufficiently into competent bearing materials or to rock. We have assumed 85 feet deep boring for budgetary purposes. This deep boring will require a permit from NJDEP. The boring will be drilled using a conventional truck mounted rig.

Boring will extend to the specified depths, suitable bearing strata or to rock, whichever is encountered first. Rock, if encountered, will be cored using NX-size double-tube core barrels. Borings will be performed using rotary-mud drilling technique. Standard Penetration Tests (SPT) will be made continuously in approximately the upper 12 ft and at 5-ft intervals thereafter. Standard Penetration Resistances (N-values) will be measured and recorded. Undisturbed samples (i.e. Shelby tube) will be obtained from soft compressible layers for testing, if encountered.

If suitable bearing strata are not encountered at the anticipated depths, boring must extend deeper until suitable bearing strata is encountered. Should this be found to be the case, we will contact you prior to extending the borings. The drilling and inspection charges will then be adjusted accordingly based on the total drilling length and inspection time.

Field Work Coordination and Excess Soils

We anticipate that the Owner will arrange uninterrupted access to investigation/test locations. A minimum 25 feet by 40 feet clear area is required for each test location. All work will be performed on a continuous basis such that the drilling and test pit crew will have full and continuous access to all locations.

The materials (drill cuttings, drill fluid) generated during the investigation will be placed back into the boreholes upon completion. Any excess materials will be left in the unpaved areas of the site, unless otherwise directed.

Utility Survey (Optional)

We will retain the investigation subcontractors who will call for utility mark-outs through the official One-Call system prior to the start of field work. We will, therefore, rely on the marks made by the One-Call system to identify the locations of utilities prior to the start of field operation; unless a special utility mark-out is authorized by the Owner.

If requested, we can retain a specialty utility surveying service that will mark the locations of the underground utilities at the proposed boring locations for an additional cost. We highly recommend that this survey be completed prior to drilling. We assume that the owner will provide us all available drawings/survey showing the locations of underground utilities within the site to accelerate the work.

Assumptions

- The Owner will arrange site access and will provide uninterrupted access to the boring and test pit locations. All field work will be performed on a continuous basis such that the field crew will have full and continuous access to all locations.
- We assume that boring locations will be accessible by a conventional drill rig.
- The Owner will cooperate to locate on-site utilities, unless a special underground utility survey is authorized by the Owner for an additional cost.
- Work can be completed during normal work hours.
- Excess drill cuttings and excavated soil will remain on-site.
- Access to a water supply will be provided.
- Surfaces of the drilled holes in asphalt or concrete will be restored with cement grout or cold-patch blacktop

- We assume standard level D protection procedure with no special environmental drilling procedures (no drumming, no double casing, no steam wash etc). Environmental sampling, testing and evaluation are not part of this proposal.

2. Engineering Observation of Subsurface Investigation

We will provide full-time engineering observation of the investigations and all field information will be recorded on logs. The description of encountered soil will be based on the Unified Soil Classification system.

3. Laboratory Testing

All soil samples will be transported to our office for further examination and verification. Selected samples will be tested to determine their engineering properties. At this time, we anticipate that the testing will consist of Atterberg limits, consolidation and water content tests to confirm soil classifications and to provide input for engineering analysis.

COST

A breakdown of the estimated costs for the supplemental subsurface investigation services outlined above is provided in the attached Table A. We can begin work one week after your written authorization to proceed, depending on the availability of the subcontractor and weather conditions. We anticipate that you will provide us access to perform the investigation. Field work is expected to take about 1 day. The laboratory testing will take about 2 weeks.

CLOSURE

We look forward to working with you on this project. Please sign authorization block below and return a copy to us for our records. If you have any questions, please call us at (201) 794-6900.

Very truly yours,

Langan Engineering and Environmental Services, Inc.



Bahadir Eksioglu, P.E.
Senior Project Manager



Leonard D. Savino, P.E.
Principal

cc: Sony David (Langan)

COST ESTIMATE
Supplemental Subsurface Investigation Services
Hoboken SW Block 12 Park
Hoboken, New Jersey

<u>TASK</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>TOTAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>	<u>ENG</u>	<u>SUB</u>
1 Subsurface Investigation							
<u>Borings</u>							
	Truck Rig Mob/Demob		1 rig	\$800 ea			\$800
	Soil Drilling	1 borings	80 LF/boring	\$40 /ft			\$3,200
	NJDEP Permit		1 permit	\$250 ea			\$250
	PID equipment rental		1 days	\$100 /day			\$100
	Utility survey/clearance		0.5 days	\$3,000 /day			\$1,500
2 Engineering Observation of Investigation							
	Inspection of Borings		1 days	\$1,200 /day		\$1,200	
	Support and coordination by Sr. Engineer		1 hr	\$200 /hr		\$200	
3 Laboratory Testing							
	Water content, consolidation, Atterberg limits		1 LS	\$600			\$600
4 Evaluation and Geotechnical Engineering Report							
	Evaluation and geotechnical report						<i>covered under the original proposal</i>
ENGINEERING SUBTOTAL:						\$1,400	
SUBCONTRACTOR SUBTOTAL:							\$6,450
TOTAL:						\$7,850	

Notes:

- 1 The estimate given is based on the given number of borings drilled to given depths using specified equipment.
- 2 Site is assumed to be accessible by a conventional truck rig and a special restricted access rig.
- 3 Depth of borings may be reduced or increased depending on the subsurface conditions.
- 4 Boreholes will be backfilled with excavated soil and any excess soil will be placed in drums at boring location site (unless otherwise directed).
- 5 Changes in the number of borings or in the average depths or in drilling days or inspection days will affect
- 6 Subcontractor and inspection charges accordingly. Additional work will be invoiced in accordance with the unit rates given above.
- 7 Test pits will be performed with rubber a tire backhoe and will be backfilled with excavated materials.
- 8 Paved surfaces will be restored with cold patched asphalt.
- 9 All work is based on standard 8-hour per day and a standard 40 hour week.
- 10 The owner will make necessary arrangements so that uninterrupted access to boring locations is provided.
- 11 Stand-by access time will be billed as \$330 per hour subcontractor crew and \$150 per hour for inspecting engineer.
- 12 The owner will cooperate to locate on-site utilities (if any) and to obtain permits.
- 13 The owner will help to access a source of water for the drilling operations.
- 14 Investigation scope of work is shown above
- 15 Excluded services:
 - Additional and/or deeper borings and pits
 - Specifications, meetings, design of excavation support system, enviromental sampling and investigation
 - Construction administration services during construction, engineering inspection services during construction

12 June 2015
TABLE A

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY OF HOBOKEN AND STEVENS INSTITUTE OF TECHNOLOGY FOR OPERATION OF THE CY2015 HOBOKEN JUNIOR POLICE ACADEMY PURSUANT TO THE ATTACHED AGREEMENT.

WHEREAS, the City of Hoboken wishes to conduct its annual Hoboken Junior Police Academy; and,

WHEREAS, the purpose of the Academy will be to teach, instruct, and develop the interests and skills in conflict resolution, law enforcement, physical fitness and police training of individuals between the ages of 12 years old and 15 years old; and,

WHEREAS, Stevens Institute owns educational and athletic facilities located in Hoboken, New Jersey; and,

WHEREAS, Stevens Institute is willing to make these facilities available to the City of Hoboken for the purpose of operating the CY2015 Junior Police Academy, pursuant to the attached agreement.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Administration to contract with Stevens Institute for said services, in accordance with the attached agreement, and further authorizes the Mayor or her designee to execute and effectuate the attached or one substantially similar without any substantive changes.

Meeting Date: July 8, 2015

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

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

AGREEMENT

This **AGREEMENT** (hereinafter referred to as this “**Agreement**”) is effective as of July 13th, 2015 (hereinafter “**Effective Date**”) by and among **Stevens Institute of Technology**, a non-profit corporation organized and existing under the laws of the State of New Jersey (hereinafter referred to as “**Stevens**”) and the City of Hoboken, a municipal corporation existing under the laws of the State of New Jersey (hereinafter referred to as “**Camp Operator**”). Stevens and Camp Operator are sometimes referred to herein collectively as “parties” and individually as a “party.”

WHEREAS, Stevens owns educational and athletic facilities located in Hoboken, New Jersey;

WHEREAS, Camp Operator wishes to use Stevens’ facilities identified in this Agreement to conduct a “Hoboken Junior Police Academy” on the terms and conditions set forth in this Agreement; and

WHEREAS, Stevens is willing to make these facilities available to Camp Operator for the purposes set forth in this Agreement;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Permitted Use of Facilities; Fee

A. The Camp Operator shall have the right and license to use, solely for the purposes designated in paragraph (B) below, the facilities described in paragraph (D) below (the “Facilities”) from July 13, 2015 until July 17, 2105 pursuant to the schedule in paragraph (D) below.

B. Camp Operator shall use the Facilities to host a youth police academy for individuals between the ages of 12 years old and 15 years old. The purpose of this camp will be to teach, instruct, and develop the Camp participants’ interests and skills in conflict resolution, law enforcement, physical fitness and police training. Camp activities shall consist of:

- (i) Physical fitness drills and
- (ii) Educational seminars

C. Camp Operator shall use the Stevens Facilities authorized by this Agreement solely for the purposes and uses described in this Agreement and solely during the times and dates authorized by this Agreement. Any use by Camp Operator that is not authorized by this Agreement, or the use of any Stevens facility not authorized by this Agreement, or any use during a time or date not authorized by this Agreement, shall constitute a breach of this Agreement.

D. Camp Operator shall be permitted to use, pursuant to the terms of this Agreement, the Walker Gymnasium, the Athletic Training Center, Hayden Hall Lounge, and one classroom to be designated by Stevens on the following dates between the hours of 9:00AM and 3:00PM:

- 1) July 13,14,15,16 and 17, 2015

E. On the dates authorized in paragraph (D) above, Camp Operator and any of its participants are permitted to enter the Facilities no more than 15 minutes prior to the beginning of the allotted time authorized in paragraph (D) above and shall exit the Facilities no later than 15 minutes after the conclusion of the time period authorized in paragraph (D) above.

F. Stevens shall make available the Schaefer Center Athletic Training Room (the “Training Room”) to be used by the designated Health Director of the Camp. Prior to the first day of Camp, the Health Director shall meet with a member of the Stevens athletic staff for briefing on the Camp’s permitted use of the facility and the supplies contained within it, as well as the procedures for coordination of concurrent use by Stevens and by other camps. The Health Director shall only use the Training Room during Camp hours, shall use the Training Room solely for the purpose of fulfilling his or her duties as the Health Director of the Camp and for no other purpose, and shall comply with all instructions, limitations, and or procedures the Stevens athletic staff or other Stevens personnel may require, so long as such do not conflict with applicable laws, regarding the use of the Training Room. The Training Room may contain certain supplies belonging to Stevens; the Camp Operator is solely responsible for providing supplies required by applicable law and will, to the extent it uses supplies belonging to Stevens, promptly replace such supplies.

G. Camp Operator shall not receive any dining services from Stevens, and Camp Operator shall be solely responsible for providing Camp participants with meals. Camp Operator shall ensure compliance with all federal, state, and local laws and regulations regarding provision of food and beverage.

H. Camp Operator’s use of Stevens’ Facilities shall, at all times, be non-exclusive and pursuant to the schedule in paragraph (D) above. Camp Operator shall cooperate with, and share its use of the Facilities with, other persons or groups authorized to use Stevens’ Facilities including, without limitation, other Stevens’ programs.

I. Stevens shall provide to the Facilities, at its own expense, basic utilities and maintenance services of the type Stevens regularly provides to such Facilities. Stevens shall not be responsible for the provision or cost of (i) any service in type or amount beyond those it normally provides to Stevens’ facilities, (ii) any extra utilities utilized by Camp Operator, or (iii) any other service not agreed to in writing by the parties to this Agreement.

J. Notwithstanding anything in this Agreement to the contrary, Stevens shall have the right to cancel Camp Operator’s use of the Facilities for any day and/or time specified in paragraph (D) above, upon not less than twenty-four (24) hours prior notice. Stevens shall attempt to arrange for Camp Operator to use an alternate Stevens’ facility, but shall be under no obligation to do so.

2. Operation of Facilities

A. Camp Operator shall have sole responsibility for the operation and control of all Camp Operator activities. Stevens does not, in any way, undertake or assume to control, supervise, or interfere with the manner in which Camp Operator’s activities are carried out including, without limitation, all such activities occurring in the Facilities or elsewhere. Camp Operator is solely and entirely responsible, at all times, for operation and supervision of all Camp Operator events and activities, and for the supervision and safety of all Camp Operator employees, participants, contractors, vendors, agents, and all other individuals associated with Camp Operator. Camp Operator is solely responsible for the supervision and safety of all Camp participants for the entire

time the participants are on Stevens' premises, including but not limited to those times that may be prior to and/or subsequent to the authorized activity times specified in this Agreement.

B. Camp Operator shall have sole responsibility for ensuring compliance with all requirements of federal, State of New Jersey, and local laws and regulations applicable to the Camp or the Camp's use of the Facilities including, without limitation, the New Jersey Youth Camp Standards, N.J.A.C. 8:25 (hereinafter "Camp Standards") which include, but are not limited to, the following:

- (i) Obtain a certificate of approval from the New Jersey Department of Health and Senior Services and provide a copy of such certificate to Stevens no later than a month prior to the first day of Camp.
- (ii) Develop and maintain the written policies and procedures as required by the Camp Standards including, but not limited to, the following:
 - a. Disciplinary
 - b. Personnel
 - c. Job descriptions
 - d. Emergency (Camp evacuations, fires, natural disasters, lost campers, serious accidents, illness or injury, first aid, infection control, and blood borne pathogen)
 - e. Daily health supervision
 - f. Inclement weather
- (iii) Each policy listed in (2)(B)(i) shall be delivered by Camp Operator, one month prior to the Camp start date, to Jason Cappadoro, Business Manager of Athletics, and shall be subject to review by Stevens to ensure compatibility with Stevens' emergency protocols and related policies.
- (iv) Designate a Camp Director who is at least 21 years old with the requisite prior experience and who will be present for all activities of the Camp, and notify Stevens of the identity and full contact information for said Camp Director.
- (v) Conduct an orientation for Camp staff that (a) covers all policies and procedures described under Section (2)(B)(i) of this Agreement and (b) informs staff of their legal duty to recognize and report child neglect and abuse pursuant to New Jersey law.
- (vi) Prior to permitting any Camp employee to enter Stevens' premises, Camp Operator shall conduct a criminal history check for each adult staff member and a sex offender background check for all staff members prior to the first day of Camp.

- (vii) Ensure that the following are available: shelter for campers in case of inclement weather, a place for sick campers to lie down, means of emergency communication, bathroom facilities, and bottled liquids or water fountains.
- (viii) Maintain required Camp staff to camper ratio based on camper age, as designated by the Camp Standards.
- (ix) Ensure that high-risk activities are supervised by a qualified adult high-risk activity specialist who has specialized training in the particular activity.
- (x) Designate a Health Director to run the Camp's medical program, who satisfies the requirements of the Camp Standards, and who will be responsible for proper medical recordkeeping, for the care and treatment of all campers, and for the compliance with all other Health Director duties according to the Camp Standards. Prior to the first day of Camp, the Camp Director shall provide Jason Cappadoro with the name and contact information of the designated Health Director.
- (xi) Obtain a written health history report for each camper from his or her parent or guardian and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xii) Obtain a written health history report from each Camp staff member (or his or her parent or guardian if under the age of 18) and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xiii) Obtain a written parental consent form that authorizes emergency medical treatment from each camper's parent or guardian and maintain such a report on file on the premises.
- (xiv) Make arrangements with a local emergency medical service or ambulance squad for medical transport in the case of an emergency, and notify Stevens of the identity and contact information of such service prior to the first day of Camp.
- (xv) Collect immunization records for each camper and maintain such records on file on the premises.
- (xvi) Obtain authorization from a camper's parent, guardian or prescribing physician before agreeing to administer any prescription medications.

- (xvii) Maintain a medical record for each camper and maintain such record on file on the premises.
- (xviii) Report all serious injuries to the Department's Youth Camp Safety Project and to Stevens' Business Manager within twenty-four (24) hours of injury.

This Section identifies certain provisions of New Jersey law, but is not exhaustive. The Camp Operator shall comply with all requirements of the law, whether or not they are included specifically in this Agreement. Nothing in this Agreement shall be deemed to exempt the Camp Operator from compliance with any duty imposed upon it by law or to impose any such duty instead on Stevens.

C. Additional Requirements

- (i) At no time shall the Camp Operator permit any person who is younger than eight (8) years old to be enrolled in or participate in any activity carried out on Stevens' premises.
- (ii) Camp Operator shall not employ any individual, or permit any employee, contractor or agent of the Camp Operator to enter the Facilities or any premises owned by Stevens, until said individual has passed all requisite criminal and sexual offense background checks in satisfaction with New Jersey law.
- (iii) Camp Operator must provide a letter to Stevens certifying that each employee, contractor or agent of the Camp Operator has undergone the proper background and sexual offense checks prior to the first day of Camp.
- (iv) Camp Operator agrees that it will cause its employees, contractors and agents to conform to and immediately comply with any directions or instructions given by authorized Stevens personnel and with all pertinent rules, regulations, and policies of Stevens, so long as same is not in violation of any applicable federal, state or local law or regulation. The parties acknowledge and agree that Stevens shall have the right to unilaterally bar any person including the Camp Operator or any employee, contractor, vendor or agent of the Camp Operator in the event that Stevens obtains knowledge that any such person is in violation of Section 2(C)(ii).
- (v) Camp Operator shall follow Stevens' rules regulating Camp participant drop-off and pick-up procedures pursuant to Exhibit A to this Agreement.
- (vi) Camp Operator shall not hire any contractor, vendor or outside agent to perform any of its obligations or take any action on Stevens' premises without Stevens' prior written consent and provision of appropriate assurance of insurance coverage satisfactory to Stevens.

3. Parking

Camp Operator is solely and entirely responsible for independently securing parking for all Camp Operator employees, contractors, vendors, agents, participants and all other individuals associated with Camp Operator.

4. Term; Termination

A. The "Term" of this Agreement shall be from the Effective Date to July 17, 2015 and shall terminate automatically without notice or further action of either party.

B. Notwithstanding anything to the contrary contained in this Agreement, Stevens shall have the right to immediately terminate this Agreement if (i) Camp Operator fails to maintain insurance as required by this Agreement, (ii) Stevens obtains knowledge that any Camp Operator participant has entered Stevens' premises unaccompanied by an adult, or (iii) if Camp Operator fails to comply with any Federal, State of New Jersey or local law or regulation.

C. If either party materially breaches any term of this Agreement, other than as contemplated by Section 4(B) of this Agreement the non-breaching party may deliver written notice to the breaching party. The breaching party shall use all reasonable efforts to cure such breach within two (2) business days of notice from the non-breaching party, if the breach is capable of cure. If such breach is capable of cure and within such period the breaching party has not cured such breach, the non-breaching party shall have the right to terminate this Agreement upon further written notice.

D. Immediately upon termination pursuant to this Section 4, Camp Operator and all employees, participants, agents, contractors and vendors of Camp Operator shall discontinue use of and immediately vacate Stevens' premises.

E. Upon termination of this Agreement for any reason, or upon the expiration of the term of this Agreement, neither party shall be relieved from performing obligations which are considered continuing obligations, and which were incurred prior to such termination or expiration. The provisions of Sections 5, 6, 7, 8, 9, 10, and 11 shall be considered continuing obligations, and shall survive any termination of this Agreement.

5. Damage to Property/Property Loss

Camp Operator agrees to and hereby does assume full responsibility for any loss of or damage to any property, equipment, or facilities belonging to Stevens that is occasioned by, or in any way results from, the use of Stevens' Facilities, or of any adjacent or contiguous property by or in connection with Camp Operator's use including, without limitation, by Camp Operator or any employee, agent, contractor, vendor or participant associated with Camp Operator. Unless a health or safety risk is presented by the loss or damage, Stevens shall provide notice of loss or damage to Camp Operator and provide Camp Operator with twenty (20) days to repair or remedy the loss or damage, during which time Stevens shall provide Camp Operator with any and all necessary access for remediation. If Camp Operator fails to repair or remediate any loss or damage hereunder or if a health or safety risk requires immediate attention, Stevens may, in its sole discretion, repair or replace such lost or damaged property, equipment or facilities without consultation with or

notification to Camp Operator, and Camp Operator shall promptly reimburse and indemnify Stevens for the cost of such repairs or replacement.

6. Insurance and Indemnity

A. Insurance

(i) Throughout the entire term of this Agreement, Camp Operator shall at its sole cost and expense, procure and maintain policies of comprehensive general liability insurance in an amount not less than \$1 million per incident and \$2 million annual aggregate during the period covered by this Agreement, and shall name Stevens as an additional insured. Such comprehensive general liability insurance shall provide (a) personal injury coverage in an amount not less than \$1,000,000; (b) fire damage insurance in the amount of \$300,000 for any one fire; (c) abuse or molestation coverage must be specifically included; and (d) broad form contractual liability coverage for Camp Operator's indemnification obligations under this Agreement.

(ii) The minimum amounts of insurance coverage required under this Section shall not be construed to create a limit of Camp Operator's liability with respect to its indemnification under this Agreement. Camp Operator shall provide Stevens with written evidence of such insurance upon execution of this Agreement and, at any time, upon request of Stevens.

B. Indemnity

Camp Operator agrees to and hereby does fully and completely indemnify Stevens for the conduct of each person who participates in or attends Camp Operator's activities or otherwise makes use of Stevens' Facilities under the terms of this Agreement, and for any and all losses, damages, or injuries of any kind or nature whatsoever (including death resulting therefrom) to all persons, and to all property (including loss of use thereof), caused by, resulting from, arising out of, or occurring in connection with, Camp Operator's activities under the terms of this Agreement. If any person shall make a claim against Stevens for any loss, damage, or injury (including death resulting therefrom) as hereinabove described, Camp Operator agrees to and hereby does indemnify Stevens and hold it safe and harmless from and against any and all loss, expense, liability, damage, or injury, including attorneys' fees, that Stevens may incur or sustain as the result of any such claim, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. Camp Operator also agrees to and hereby does assume, on behalf of Stevens, the defense of any action or proceeding at law or equity that may be brought against Stevens upon such claim, and to pay all costs and expenses, including attorneys' fees, of whatever nature resulting therefrom and in connection therewith, and to pay on behalf of Stevens, upon demand, the amount of any judgment that may be entered against Stevens in any such action or proceeding, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. All references to Stevens in this paragraph shall include, and all provisions hereof shall inure to the benefit of Stevens' officers, trustees, agents, servants, representatives, and employees.

7. Representations, Warranties and Covenants

Camp Operator represents, warrants and covenants that:

- A. It is a valid municipal corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and will remain as such throughout the term of this Agreement;
- B. It has full power, authority and legal right to enter into and execute this Agreement and carry out its obligations hereunder;
- C. Once this Agreement is executed and delivered by Camp Operator, it shall constitute a valid and legally binding Agreement between Camp Operator and Stevens, enforceable against Camp Operator in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforceability of equitable remedies;
- D. There is no indenture, contract, or agreement to which Camp Operator is a party or by which Camp Operator is bound which prohibits or would prohibit the execution and delivery by Camp Operator of this Agreement or the performance or observation by Camp Operator of any term or condition of this Agreement;
- E. To the best of Camp Operator's knowledge, there is no pending or threatened litigation involving Camp Operator which (i) would have any effect on this Agreement or on Camp Operator's ability to perform its obligations hereunder, or (ii) involves any claim against Camp Operator by any Camp participant or parent of a Camp participant.

8. Use of Stevens Name; No Commercial Activity

- A. Camp Operator shall not use any name, trade name, trademark, service mark, or any other designation of Stevens, including the names or designations of any school, college, division, department, team or other unit associated with Stevens, or any employee of Stevens, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of Stevens. Camp Operator understands and agrees that Stevens may use the name and other references to Camp Operator in connection with course catalogue and other informational materials made available to the Stevens' community, including information available via the Internet.
- B. Camp Operator shall not, without Stevens' prior written consent, (i) advertise, promote, sell or distribute any product or service on Stevens' premises, or (ii) solicit or utilize any endorsement of any Stevens' employee, student, athlete, or other person affiliated with Stevens in any advertisement, brochure or other promotional material, or (iii) conduct any solicitation or display of political material or material information relating to a political campaign.

9. Notices

- A. All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by telecopy (or like transmission), as follows:

- (i) If to Stevens:

Russell B. Rogers, Director of Athletics

Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

(a) with a copy to:

Emily Kaczmarek, Business Manager of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

and

General Counsel
Stevens Institute of Technology
Castle Point on Hudson, Howe Center, 13th floor
Hoboken, New Jersey 07030

(ii) If to Camp Operator:

Hoboken Police Department
c/o Sergeant Melissa Gigante
One Police Plaza
Hoboken, NJ 07030

(a) with a copy to:

Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

B. Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All notices and other communications given to any party to this Agreement in accordance with the provisions of this Section (9) shall be deemed to have been given on the date of receipt, provided that any notice or other communication that is received other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next business day of the recipient.

10. Assignment

Neither party may assign, delegate, or transfer at any time to any person any or all of its interest under this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other party to such assignment, delegation, or transfer. Any purported assignment, delegation, or transfer for which such consent has not been obtained shall be null and void. If consent is granted with respect to an assignment, the assigning party shall not be relieved of any of its obligations hereunder unless such consent specifically so provides.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such State. Each party hereto irrevocably submits to the jurisdiction of the federal or state courts in the State of New Jersey for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby; and each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the federal or state courts in the State of New Jersey, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12. Miscellaneous

- A. This Agreement and all of the provisions contained herein shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or any such terms in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
- B. This Agreement is not for the benefit of any third party.
- C. The captions and headings of the sections included in this Agreement are only for the convenience of the parties and shall not be held to be part of this Agreement or be considered in the interpretation of this Agreement or any of its provisions.
- D. This Agreement and all Exhibits and Schedules attached to, or referenced in this Agreement, contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior understandings, arrangements and agreements, written or oral, with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the party against which it is sought to be enforced.
- E. Each of the parties shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, except as may otherwise expressly be set forth herein. It is expressly understood that the parties are independent of one another and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the Effective Date.

STEVENS INSTITUTE OF TECHNOLOGY

By: _____ Date: _____
Name: Nariman Farvardin
Title: President

CITY OF HOBOKEN

By: _____ Date: _____
Name: Dawn Zimmer
Title: Mayor

Exhibit A

Custodial Pick-Up and Drop-Off Procedures

- A. The designated drop-off and pick-up locations for parents and guardians who are driving to campus will be in front of Walker Gymnasium. Parents and guardians should take Fifth Street off Washington Street and then turn left on River Street. Upon reaching Sixth Street, parents and guardians should turn right and enter campus via the gates near the Babbio Center. Walker Gymnasium is directly up the hill from these gates. Parents are not permitted to leave their vehicles at Walker Gymnasium and walk their camper to the facility where the Camp is taking place. Camp instructors or coaches will be present at the drop-off and pick-up location outside Walker Gymnasium. Parents may not use the 8th Street parking lot as a drop-off or pick-up location. In the event that a parent needs to park on campus, the Babbio Center parking garage may be used for drop-off or pick-up. The Babbio Center parking garage is accessible off Sinatra Drive.

- B. Camp Operator shall not permit any camper to leave Stevens' premises with anyone other than his or her parent or guardian unless the Camp Operator has obtained written documentation from the parent or guardian authorizing another person to pick up the camper.

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION, INC. FOR THE PROVISIONS OF THE SIDEWALK REHABILITATION PROJECT AT THE MULTI-SERVICE CENTER IN ACCORDANCE WITH THE CITY'S BID NO. 15-18 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$136,285.00

WHEREAS, bids were received for the Sidewalk Rehabilitation Project at the Multi-Service Center, as specified in Bid Number 15 - 18; and,

WHEREAS, three (3) bids were received, being:

<u>VENDOR</u>	<u>TOTAL BID</u>
1. Reggio Construction, Inc. Fort Lee, NJ	\$136,285.00
2. Sabia Construction LLC Hoboken, NJ	\$204,953.10
3. RSC Rising Sun Construction Jersey City, NJ	\$353,339.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 15-18, and Reggio Construction, Inc., submitted the lowest, responsible, and responsive bid in the amount of \$136,285.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$136,285.00 is available in the following appropriations: \$47,864.00 from C-04-60-714-210 and \$88,421.00 from G-55-56-CD3-301; and, I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: _____, George DeStefano, CFO

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

- A. This resolution awards a contract to Reggio Construction, Inc. for Bid No. 15-18, in the total amount of One Hundred Thirty Six Thousand Two Hundred Eighty Five Dollars (\$136,285.00) for contractor for the Sidewalk Rehabilitation Project at the Multi-Service Center; and, said contract shall be to Reggio Construction, Inc. in accordance with the specifications as set forth in Bid No. 15-18.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

- C. The contract shall be in accordance with the terms and conditions of the specifications, and the vendor's corresponding bid proposal documents, all of which shall become incorporated by reference into the City's contract with the vendor.
- D. No exceptions were noted in the City's Engineer's recommendations or the proposal; therefore, none will be accepted in performing obligations under the bid.
- E. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- F. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- G. This resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: July 2, 2015
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: Al B. Dineros

**Subject: Resolution to Award the Contract for Bid 15 - 18 –
Sidewalk Rehabilitation at Multi-Service Center**

Reference: (a) Memorandum from Boswell McClave Engineering – July 2, 2015

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the three (3) bidders and I fully concurred with the recommendation from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is not to exceed \$136,285.00. The vendor will be:

- a. Reggio Construction, Inc.
1575 West Street
Fort Lee, NJ 07004



July 2, 2015

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

Re: Sidewalk Rehabilitation at Multi-Service Center
Bid No. 15-18
City of Hoboken
Hudson County, New Jersey
Our File No. HO-508

Dear Mr. Pellegrini:

On July 2, 2015, the City of Hoboken (City) received three (3) bids for the *Sidewalk Rehabilitation at Multi-Service Center* project. As you are aware the construction costs for this project are being funded by the City of Hoboken and a Hudson County Community Development Block Grant (CDBG). Below is a summary all three (3) bids:

<u>Bidder</u>	<u>Bid Amount</u>	
Reggio Construction, Inc. 1575 West Street Fort Lee, New Jersey 07024	\$136,285.00	Total Bid Price
Rising Sun Construction 54 Magnolia Avenue, Unit 4-5 Jersey City, New Jersey 07306	\$353,339.00	Total Bid Price
Sabia Construction, LLC 130-158 John F. Kennedy Dr. N Bloomfield, New Jersey 07003	\$49,183,232.10	Total Bid Price

A summary of all bids received is attached, as well as a tabulation of unit costs for all three (3) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three bidders and provides the following comments.

BID DOCUMENTATION

Reggio Construction, Inc.

1. Reggio Construction, Inc. appears to have a complete submission.

Rising Sun Construction, LLC

1. Rising Sun Construction, LLC appears to have a complete submission.

Sabia Construction, LLC

1. Sabia Construction, LLC (henceforth, "Sabia") provided unit prices for Bid Item Nos. 1,2,3,4,9,13,14,16,17 and 22 with discrepancies between the written unit price and the numeric unit price. The discrepancies were corrected by the Engineer on behalf of the City in accordance with the INFORMATION FOR BIDDERS, Section III INTERPRETATION AND ADDENDA, Subsection D (1), *"If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used."*
2. Sabia computed the extended totals incorrectly given the corrections to Bid Item Nos. 1,2,3,4,9,13,14,16,17 and 22 referenced above. Sabia provided a total price bid for Bid Items Nos. 1 thru 22 of \$204,953.10 (both written and numeric). The actual extended total utilizing the written unit pricing and corrected extended totals is \$49,183,232.10. This discrepancy was corrected by the Engineer on behalf of the City in accordance with the INFORMATION FOR BIDDERS, Section III INTERPRETATION AND ADDENDA, Subsection D (2), *"In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern."*

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Base Bid for this project. Therefore, Boswell recommends that this contract be awarded to Reggio Construction, Inc. in the amount of \$ 136,285.00.

Director Leo Pellegrini
Health and Human Services
July 2, 2015
Page 3 of 3

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

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

Sincerely,

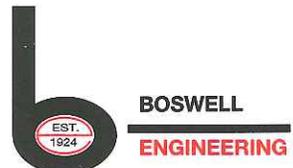
BOSWELL McCLAVE ENGINEERING



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

JAP/s
Attachments
cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

150702JAPL1 Bid Recommendation.doc



BID SUMMARY
 SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER BID NO. 15-18
 CITY OF HOBOKEN
 HUDSON COUNTY, NEW JERSEY
 OUR FILE NO HO-508

BID DATE: July 2, 2015

TIME: 11:00 A.M.

Reggio Construction Inc.
 1575 West Street
 Fort Lee, NJ 07024

Sabia Construction, LLC
 1714 Willow Avenue
 Hoboken, NJ 07030

Rising Sun Construction, LLC
 54 Magnolia Ave. Unit 4-5
 Jersey City, NJ 07306

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID													
1	Breakaway Barricade	UNIT	10	\$ 1.00	\$ 10.00	\$ 4,575.00	\$ 45,750.00	\$ 595.00	\$ 5,950.00	\$ -	\$ -	\$ -	\$ -
2	Drum	UNIT	10	\$ 1.00	\$ 10.00	\$ 1,200.00	\$ 12,000.00	\$ 190.00	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -
3	Traffic Cone	UNIT	50	\$ 1.00	\$ 50.00	\$ 1,750.00	\$ 87,500.00	\$ 115.00	\$ 5,750.00	\$ -	\$ -	\$ -	\$ -
4	Construction Signs	S.F.	100	\$ 1.00	\$ 100.00	\$ 7,000.00	\$ 700,000.00	\$ 166.00	\$ 16,600.00	\$ -	\$ -	\$ -	\$ -
5	Allowance for Police Traffic Directors	Allow	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	No Item			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	No Item			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Inlet, Type A	UNIT	4	\$ 3,000.00	\$ 12,000.00	\$ 3,100.00	\$ 12,400.00	\$ 7,690.00	\$ 30,760.00	\$ -	\$ -	\$ -	\$ -
9	Concrete Sidewalk, 4" Thick	S.Y.	575	\$ 65.00	\$ 37,375.00	\$ 51,646.50	\$ 29,696,737.50	\$ 162.00	\$ 93,150.00	\$ -	\$ -	\$ -	\$ -
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	250	\$ 72.00	\$ 18,000.00	\$ 126.50	\$ 31,625.00	\$ 210.00	\$ 52,500.00	\$ -	\$ -	\$ -	\$ -
11	Detectable Warning Surface	S.Y.	7.2	\$ 200.00	\$ 1,440.00	\$ 343.00	\$ 2,469.60	\$ 570.00	\$ 4,104.00	\$ -	\$ -	\$ -	\$ -
12	9" x 18" Concrete Vertical Curb	L.F.	220	\$ 35.00	\$ 7,700.00	\$ 115.00	\$ 25,300.00	\$ 175.00	\$ 38,500.00	\$ -	\$ -	\$ -	\$ -
13	Traffic Stripes, 4"	L.F.	800	\$ 3.00	\$ 2,400.00	\$ 968.00	\$ 774,400.00	\$ 1.50	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
14	Traffic Markings	S.F.	700	\$ 3.00	\$ 2,100.00	\$ 4,669.00	\$ 3,268,300.00	\$ 8.25	\$ 5,775.00	\$ -	\$ -	\$ -	\$ -
15	No Item			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	1,200	\$ 10.00	\$ 12,000.00	\$ 12,000.00	\$ 14,400,000.00	\$ 12.75	\$ 15,300.00	\$ -	\$ -	\$ -	\$ -
17	Flexible Reflective Bollard	UNIT	10	\$ 500.00	\$ 5,000.00	\$ 4,200.00	\$ 42,000.00	\$ 825.00	\$ 8,250.00	\$ -	\$ -	\$ -	\$ -
18	Permanent Pedestrian Crossing Sign System	UNIT	1	\$ 5,500.00	\$ 5,500.00	\$ 645.00	\$ 645.00	\$ 1,950.00	\$ 1,950.00	\$ -	\$ -	\$ -	\$ -
19	Flashing LED R1-1 Sign System	UNIT	1	\$ 2,500.00	\$ 2,500.00	\$ 2,905.00	\$ 2,905.00	\$ 14,850.00	\$ 14,850.00	\$ -	\$ -	\$ -	\$ -
20	Tree Removal, Under 12" Diameter	UNIT	8	\$ 500.00	\$ 4,000.00	\$ 2,100.00	\$ 16,800.00	\$ 1,275.00	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -
21	Tree with Tree Guard	UNIT	8	\$ 2,000.00	\$ 16,000.00	\$ 1,800.00	\$ 14,400.00	\$ 4,350.00	\$ 34,800.00	\$ -	\$ -	\$ -	\$ -
22	Inlet Filter, Type 1	S.F.	100	\$ 1.00	\$ 100.00	\$ 400.00	\$ 40,000.00	\$ 18.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -
Total Base Bid Items					\$ 136,285.00		\$ 49,183,232.10		\$ 353,339.00		\$ 10,000.00		\$ 10,000.00
* Denotes a difference in amount													

BID DATE: July 2, 2015

TIME: 11:00 A.M.

Reggio Construction Inc.
 1575 West Street
 Fort Lee, NJ 07024

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
BASE BID					
1	Breakaway Barricade	UNIT	8	\$ 1.00	\$ 8.00
2	Drum	UNIT	8	\$ 1.00	\$ 8.00
3	Traffic Cone	UNIT	40	\$ 1.00	\$ 40.00
4	Construction Signs	S.F.	75	\$ 1.00	\$ 75.00
5	Allowance for Police Traffic Directors	Allow	0.80	\$ 10,000.00	\$ 8,000.00
6	No Item			\$ -	\$ -
7	No Item			\$ -	\$ -
8	Inlet, Type A	UNIT	1	\$ 3,000.00	\$ 3,000.00
9	Concrete Sidewalk, 4" Thick	S.Y.	575	\$ 65.00	\$ 37,375.00
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	90	\$ 72.00	\$ 6,480.00
11	Detectable Warning Surface	S.Y.	1.8	\$ 200.00	\$ 360.00
12	9" x 18" Concrete Vertical Curb	L.F.	70	\$ 35.00	\$ 2,450.00
13	Traffic Stripes, 4"	L.F.	600	\$ 3.00	\$ 1,800.00
14	Traffic Markings	S.F.	100	\$ 3.00	\$ 300.00
15	No Item			\$ -	\$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	700	\$ 10.00	\$ 7,000.00
17	Flexible Reflective Bollard	UNIT	3	\$ 500.00	\$ 1,500.00
18	Permanent Pedestrian Crossing Sign System	UNIT	0	\$ 5,500.00	\$ -
19	Flashing LED R1-1 Sign System	UNIT	0	\$ 2,500.00	\$ -
20	Tree Removal, Under 12" Diameter	UNIT	8	\$ 500.00	\$ 4,000.00
21	Tree with Tree Guard	UNIT	8	\$ 2,000.00	\$ 16,000.00
22	Inlet Filter, Type 1	S.F.	25	\$ 1.00	\$ 25.00
Total Base Bid Items - CDBG Funded					\$ 88,421.00

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
BASE BID					
1	Breakaway Barricade	UNIT	2	\$ 1.00	\$ 2.00
2	Drum	UNIT	2	\$ 1.00	\$ 2.00
3	Traffic Cone	UNIT	10	\$ 1.00	\$ 10.00
4	Construction Signs	S.F.	25	\$ 1.00	\$ 25.00
5	Allowance for Police Traffic Directors	Allow	0.20	\$ 10,000.00	\$ 2,000.00
6	No Item			\$ -	\$ -
7	No Item			\$ -	\$ -
8	Inlet, Type A	UNIT	3	\$ 3,000.00	\$ 9,000.00
9	Concrete Sidewalk, 4" Thick	S.Y.	0	\$ 65.00	\$ -
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	160	\$ 72.00	\$ 11,520.00
11	Detectable Warning Surface	S.Y.	5.4	\$ 200.00	\$ 1,080.00
12	9" x 18" Concrete Vertical Curb	L.F.	150	\$ 35.00	\$ 5,250.00
13	Traffic Stripes, 4"	L.F.	200	\$ 3.00	\$ 600.00
14	Traffic Markings	S.F.	600	\$ 3.00	\$ 1,800.00
15	No Item			\$ -	\$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	500	\$ 10.00	\$ 5,000.00
17	Flexible Reflective Bollard	UNIT	7	\$ 500.00	\$ 3,500.00
18	Permanent Pedestrian Crossing Sign System	UNIT	1	\$ 5,500.00	\$ 5,500.00
19	Flashing LED R1-1 Sign System	UNIT	1	\$ 2,500.00	\$ 2,500.00
20	Tree Removal, Under 12" Diameter	UNIT	0	\$ 500.00	\$ -
21	Tree with Tree Guard	UNIT	0	\$ 2,000.00	\$ -
22	Inlet Filter, Type 1	S.F.	75	\$ 1.00	\$ 75.00
Total Base Bid Items - City of Hoboken Funded					\$ 47,864.00

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 refund be made;

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$5,847.66

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Waters,McPherson,McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	32/7	113 Grand St	2014	\$2,654.65
Scanlon & Scanlon 90 Hudson Street Hoboken, NJ 07030	191/10	420 Bloomfield St.	2014	\$3,193.01

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **\$1,424.37**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
618-620 Washington St LLC c/o Robert Matule 89 Hudson Street Hoboken, NJ 07030	205/34	618-620 Washington St	3/14	\$ 913.69
Ocwen Loan Servicing, LLC Tax/Escrow Department 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409	86/1/CPH11	800-830 Jackson St	4/14	\$510.68

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of June 17, 2015** have been reviewed and approved by the Governing Body.

Approved as to form:

Meeting Date: July 8, 2015

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

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND HOBOKEN CODE CHAPTER 86, ENTITLED
“CONSTRUCTION CODES, UNIFORM” TO REVISE THE ELECTRICAL AND
PLUMBING FEE SCHEDULES**

WHEREAS, Chapter 86 of the Hoboken City Code currently regulates the electrical and plumbing fee schedules for the City of Hoboken; and

WHEREAS, the City Council has determined that a revision to the fee schedule is necessary to reasonably cover the municipal costs of enforcing the regulations that govern this ordinance; and

WHEREAS, the electrical and plumbing fee schedules will be revised, herein, in such a way that they continue to comply with state requirements for construction fees.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (revisions noted in underline):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE §86-3 – ELECTRICAL FEE SCHEDULE AND PLUMBING FEE SCHEDULE

§86-3 Schedule of fees; Surcharge

ELECTRICAL FEE SCHEDULE

	CURRENT	REVISED
Minimum fee	\$45.00	<u>\$50.00</u>
Fixtures		
Receptacles – Total 1 to 25 devices	45.00	<u>50.00</u>
Each additional 25 devices	10.00	<u>25.00</u>
Electric range	15.00	15.00
Oven	10.00	<u>15.00</u>
20A circuits	10.00	<u>15.00</u>
Surface units	10.00	<u>15.00</u>
Dishwasher	10.00	<u>15.00</u>
Garbage disposal	10.00	<u>15.00</u>
Dryer apartment unit	10.00	<u>15.00</u>
A/C window unit (other units refer to motor schedule)	10.00	<u>15.00</u>
Communication points		
Burglar alarms		
Intercom panels		
Smoke detectors		
Pull stations		

Bells		
E.M. Lights		
Exit lights 1 to 15 devices	40.00	40.00
Each additional	2.00	2.00
Pool Bonding		
Pool filter motor		
Pool lights	69.00	69.00
Water heater	10.00	<u>25.00</u>
Central Heat gas, oil, or electric	20.00	<u>30.00</u>
Central A/C units	20.00	20.00
Baseboard heat units	10.00	<u>15.00</u>
Thermostats	10.00	10.00
Heat pumps	10.00	<u>20.00</u>
Motor control center/subpanels 1 st 100 amps	30.00	30.00
Each additional 100 amps	10.00	10.00
Other	30.00	30.00
Annual fee for swimming pool, spa or hot tub	36.00	<u>50.00</u>
Signs	20.00	20.00
Light standard	20.00	20.00
Motors frac h.p. up to 1	10.00	<u>15.00</u>
Motors over 1 to 5 h.p.	20.00	20.00
Each additional 5	5.00	5.00
Transformers not over 200 k.v.a.	50.00	50.00
Over 200 to 500 k.v.a.	75.00	75.00
Over 500 k.v.a.	100.00	100.00
Generators up to 50 k.w.	30.00	<u>65.00</u>
Each additional 50 k.w.	20.00	20.00
Service entrance up to 200 A.	65.00	65.00
Each additional 100 A.	10.00	10.00
First 5 meters incl.		
Each additional meter	5.00	5.00

PLUMBING FEE SCHEDULE

	CURRENT	REVISED
Minimum fee	\$ 40.00	<u>50.00</u>
Water closet	13.00	<u>15.00</u>
Urinal/Bidet	13.00	<u>15.00</u>
Bath tub	13.00	<u>15.00</u>
Lavatory	13.00	<u>15.00</u>
Shower	13.00	<u>15.00</u>
Sink – Kitchen/janitor	13.00	<u>15.00</u>
3 pc bathroom & repipe	40.00	<u>45.00</u>
2 pc powder room & repipe	25.00	<u>30.00</u>
Floor Drains	8.00	<u>15.00</u>
Drinking fountain	13.00	<u>15.00</u>

Dishwasher	13.00	<u>15.00</u>
Washing Machine	13.00	<u>15.00</u>
Gas Dryer	13.00	<u>15.00</u>
Kitchen range	13.00	<u>15.00</u>
<u>Garbage disposal</u>		<u>15.00</u>
Hose Bib	13.00	<u>15.00</u>
Water heater		
Up to 50 gallons	20.00	<u>25.00</u>
Above 50 gallons	25.00	<u>30.00</u>
Hot Water Furnace HTG Boiler/furnace, water, steam, air		
To 200,000 BTU	40.00	<u>70.00</u>
Over 200,000 BTU	75.00	<u>90.00</u>
Combo hot water and Heating Unit (<u>genisus</u>)	40.00	<u>90.00</u>
Sump pump	20.00	<u>30.00</u>
Sewerage Ejector Pump	40.00	<u>60.00</u>
Grease Interceptor Interceptor Grease, Sand etc.	65.00	<u>90.00</u>
Backflow preventer	10.00	<u>15.00</u>
<u>With test ports</u>		<u>90.00</u>
Sewer tap-in	65.00	<u>90.00</u>
House Drain	35.00	<u>50.00</u>
Vertical stacks	15.00	<u>20.00</u>
Gas line		
To 2"	15.00	<u>20.00</u>
Over 2"	25.00	<u>30.00</u>
Water service		
To 2"	65.00	<u>75.00</u>
Above 2"	100.00	<u>120.00</u>
Water main <u>building</u> interior	15.00	<u>20.00</u>
Water risers	15.00	<u>20.00</u>
Repipe – water only	20.00	<u>30.00</u>
<u>Repipe – water/waste</u>		<u>50.00</u>
Manhole	50.00	<u>90.00</u>
Others	10.00	<u>40.00</u>
Fireplace	30.00	<u>45.00</u>
Whirlpool <u>tub</u>	30.00	<u>45.00</u>
Refrigeration Units	65.00	<u>65.00</u>
Other Refrigerator water/icemaker	65.00	<u>15.00</u>
Commercial appliances	20.00	<u>40.00</u>

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: July 8, 2015

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2015

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2015

Dawn Zimmer, Mayor

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION TO AWARD ZIPCAR, INC. THE “CORNER CARS” PROGRAM
CONTRACT.**

WHEREAS, the City seeks to award Zipcar, Inc. a two (2) year contract with a three (3) one-year option(s) to extend, which options shall be at the City’s sole discretion; and,

WHEREAS, N.J.S.A. 40A:11-4.1, maybe used by local contracting unit in lieu of standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold and said procedure is considered fair and open; and,

WHEREAS, the City has determined that based on the scores of the evaluation committee, it is in the best interest of the City, with price and other factors considered, that Zipcar, Inc. provide the City with said services, since their proposal offers the most effective and efficient services; and

WHEREAS, Zipcar Inc. shall pay the City of Hoboken one hundred fifty dollars (\$150.00) per space per month; and

WHEREAS, Zipcar Inc. shall sponsor the Bike Share Program at a cost of one thousand dollars (\$1,000) per bicycle per year for at least two years, and Zip Car has agreed to provide sponsorship for 50 bicycles, and said sponsorship shall include the Zipcar logo prominently displayed on two panels on the sides of the bicycles with the design being developed by the City in conjunction with Zipcar; and

WHEREAS, the participation fees for the public’s use of the Corner Car program shall be, as described in Zip Car’s proposal, at pages 22-24 (as attached hereto and made a part of the contract).

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

- A. This resolution awards, Zipcar, Inc., the City of Hoboken’s Corner Cars contract (for services as described in RFP 15-11, and Zip Car’s responsive proposal).
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into a contract, as defined by this resolution, and any other steps necessary to effectuate this resolution and the services thereunder.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.
- D. If the agreement is not executed by Zipcar, Inc. within the time allowed under the RFP and applicable law, then the City has the right to immediately rebid the project.

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

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: July 8, 2015

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

E. FINANCIAL ASPECTS

Zipcar is proposing to provide all the associated startup costs for this launch, including but not limited to vehicles and technology, marketing materials and signage and program management, maintenance, marketing/outreach and other staff functions. More detailed information on the specific costs associated with the program start up can be made available upon request.

In addition, Zipcar is proposing to provide the following revenue opportunities to the City of Hoboken for use of parking at the Corner Cars stations:

COST OF SERVICE RECOVERY / PARKING FEE: Zipcar is proposing that we would begin paying the City of Hoboken \$150 fee per space per month. Said fees to be paid to the City by Zipcar for each vehicle to be parked on-street and/or in municipal garages in a space reserved exclusively for the Corner Cars Program. The monthly fees identified in the proposal shall reflect the benefit of being provided exclusive, reserved parking spaces.

SUPPORT OF INTEGRATION WITH BICYCLE SHARING: In addition, to the annual per space parking fee, Zipcar is proposing sponsorship of the program at a cost of \$1,000 per bicycle per year for at least two years, and will allow sponsorship of up to 50 bicycles by Zipcar. Each bicycle that is sponsored will include the Zipcar logo prominently on two panels on the sides of the bicycle, with the design being developed in conjunction with Zipcar. Zipcar encourages the integration of Hoboken Bike-Share and co-locating of Corner Car pods, as well as dual membership discounts for both Zipcar and Hoboken Bike Share members. For clarification, Zipcar’s sponsorship of the Bike Share program will be in a marketing and financial capacity only. Zipcar is not responsible for the operation of the Bike Share program.

Below is a table that outlines our estimated revenue projections and financial bid proposal for the City of Hoboken over the next two years.

Annual Number of Zipcar Corner Car Vehicles	Per Space Fee	Total Per Month Space Fee	Total Annual Space Fee	Annual Sponsorship of Hudson Bike Share	Total Annual Financial Bid	Proposed Two Year Investment
46	\$ 150	\$ 6,900	\$ 82,800	\$50,000	\$ 132,800	\$ 265,900



PROPOSAL SHEET

Request for Proposals – Competitive Contracting

RFP 15 – 11

Corner Cars Program

This RFP is intended to award a two (2) year initial contract, with three (3) one-year options to extend, which options shall be at the City's sole discretion; the successful vendor agrees, therefore, to provide the services for up to five (5) years total, subject to the City's discretion regarding said options.

The minimum fee which will be accepted per space is \$100.00/month. The City currently has 42 spaces formally authorized for on-street parking under this contract, but reserves the right to increase the contract up to 50 spaces on-street.

Per space fee, per month: **\$150.00**

Of Bicycles Sponsored Per Section Six (up to 100): **50 Bicycles**

Additional Integration Plans: Yes No

*If yes, said plans shall be attached to the proposal, and shall be described in detail.

A full detailed fee schedule shall be attached to this proposal, in accordance with Section 8. Fees not listed on the attachment shall not be allowed under the resulting contract.

CONSUMER PLAN	FULL RATES	FEES AND RATES	ZIPCAR FOR BUSINESS PLAN
MEMBERSHIP FEE OCCASSIONAL DRIVING PLAN	FULL RATES SEE DRIVING RATE TABLE PAGE 23	\$70.00 ANNUAL FEE \$35.00 ADDITIONAL DRIVIER FEE	\$25.00 ANNUAL FEE PER DRIVER
		\$25.00 ONE TIME APPLICATION FEE	NO APPLICATION FEE \$75.00 ONE TIME BUSINESS ACCOUNT SET UP FEE
MEMBERSHIP FEE MONTHLY PLAN	FULL RATES SEE DRIVING RATE TABLE PAGE 23	\$7.00 MONTHLY FEE	N/A
		\$25.00 ONE TIME APPLICATION FEE	
EXTRA VALUE PLANS (EVP)	DISCOUNTED RATES BASED ON MONTHLY PREPAID DRIVING CREDIT	NO ANNUAL FEE	N/A
		\$25.00 ONE TIME APPLICATION FEE	
\$50 PREPAID MONTHLY	10% OFF ALL DRIVING	NO ROLLOVER OF CREDIT	N/A
\$75 PREPAID MONTHLY	10% OF ALL DRIVING	1 MONTH ROLLOVER OF CREDIT	N/A
\$125 PREAID MONTHLY	10\$ OFF ALL DRIVING	2 MONTH ROLLOVER OF CREDIT	N/A
\$250 PREPAID MONTHLY	15% OFF ALLDRIVING	2 MONTH ROLLOVER OF CREDIT	N/A

START UP INCENTIVE PROGRAM: We are prepared to provide a special on-site activation rate during the first 3 months of the Corner Cars launch:

- On-site Offer: \$35 to join with \$35 back in driving credit (It's like joining for \$0)

Additionally, we are proposing a special enrollment program for former Hertz members for the 1st month of the launch:

- "I Already Share" Offer: \$0 app fee, \$0 membership fee for 1st year, plus \$35 in driving credit

Promotional Message would be found on our www.zipcar.com/HobokenCornerCars landing page:

"Former Hertz Members – Look at you, you lucky duck. You join for free. Just make sure to enter your Hertz number on your application. [join now](#)"

Converting existing Hertz members to Zipcar has proven to be successful across city models. Existing members are familiar with car-share benefits and are likely to adopt the new Corner Cars Program, sponsored by Zipcar, contributing to a strong launch and self-sustaining program. *Offer valid only for new Zipcar Members.

DRIVING RATES: On the following is a chart detailing specific driving rates for Zipcar in City of Hoboken. Standard Zipcar hourly rates start as low as \$12.75 an hour / \$94 a day.

CITY OF HOBOKEN				
2015 CONSUMER SEASONAL RATES				
CLASS	WEEKDAY	WEEKEND		
	HOURLY	DAILY	HOURLY	DAILY
GOOD	\$ 12.75	\$ 94.00	\$ 15.75	\$ 149.00
BETTER	\$ 14.75	\$ 101.00	\$ 17.75	\$ 164.00
BETTER +	\$ 15.25	\$ 105.00	\$ 18.25	\$ 171.00
BETTER + / BEST	\$ 15.25	\$ 105.00	\$ 19.75	\$ 202.00
BEST	\$ 16.75	\$ 121.00	\$ 19.75	\$ 202.00
BEST +	\$ 17.25	\$ 126.00	\$ 20.25	\$ 204.00
LUXURY	\$ 19.75	\$ 149.00	\$ 23.75	\$ 259.00
CARGO	\$ 19.75	\$ 149.00	\$ 22.75	\$ 249.00
FORD - GOOD	\$ 11.75	\$ 89.00	\$ 14.75	\$ 144.00
FORD - BETTER	\$ 14.25	\$ 105.00	\$ 17.25	\$ 171.00
LEAD	\$ 10.00	\$ 89.00	\$ 15.75	\$ 144.00
HOURLY	\$ 9.75		\$ 12.75	
ZIPCAR FOR BUSINESS RATES - MONDAY TO FRIDAY				
GOOD/BETTER/BETTER+				
HOURLY	7AM TO 7PM RATES		FULL DAY	
\$10.75	\$76.00		\$86.00	

For the Corner Cars program, we are proposing a Promotional "Hourly" rate for up to 25% of our vehicles in the Corner Cars program such as our Good Class Nissan Sentra, Honda Civic and Mazda 2 which would begin at \$9.75 an hour. Our daily rates offer additional value as well, noted on our "Good" Class vehicles:

- Weekday daily driving rates average \$3.91 per hour and Weekend daily driving rates average \$6.21 per hour (both based on a 24 hour reservation).

Our most competitive driving rates are offered to our Zipcar for Business Accounts on our Good, Better and Better Plus vehicles inclusive of Volkswagen Jetta's, Honda CRV's, Mini Coopers and the BMW X1.

- Weekday daily driving rates average \$3.58 per hour Monday through Friday (Based on 24 hour reservation).

FEES: Zipcar may charge a penalty if a member does not adhere to basic membership guidelines. For instance, if a car is returned late (a very big no-no) the member will be charged a penalty. Penalty fees are designed to ensure that all members have the same high quality experience. Other penalties are outlined in the table on the following page, and correspond to our six simple rules including, checking-for damage, no-smoking, maintaining pets in carriers, keeping the car clean, and always returning the car with a ¼ tank of gas. Our members appreciate that we vigilantly enforce our rules because it ensures a happier experience for everyone. Upon violation of the member agreement, Zipcar members may be responsible for the fees as outlined in the Table on the following page:

ISSUE	DESCRIPTION	FEE	COMMENT								
MILEAGE	Reservations less than 24 hours	180 miles included \$.45/additional mile / \$.55 for luxury vehicles									
MILEAGE	Reservations more than 24 hours	180 miles /24hrs 20 miles/additional hr. up to 180 miles. \$.45/mile /\$.55 for luxury vehicles after 180mil.									
EXTENDING A RESERVATION	Member extends reservation	No fee for extending reservation. Normal rates apply.	Permitted by availability								
LATE RETURN	Zipcar returned after allotted reservation	\$.50/hr. (max \$150) increases by \$.25 per 1/2 hour	Fee is typically waived for first time offenders								
LOST ZIPCARD	Member needs new Zipcard issued	\$15	Fee is usually waived								
DAMAGE FEE	Zipcar damaged during a reservation	Member damage fee is \$1,000	If member is found to be at fault member is responsible for the first \$1,000 of total cost.								
DAMAGE FEE WAIVER (21+ ONLY)	Waivers eliminate or reduce \$1,000 damage fee	<table border="1"> <thead> <tr> <th>You Pay</th> <th>Damage Fee</th> </tr> </thead> <tbody> <tr> <td>\$0/year</td> <td>\$1,000 (included)</td> </tr> <tr> <td>\$50/year</td> <td>\$375</td> </tr> <tr> <td>\$75/year</td> <td>\$0</td> </tr> </tbody> </table>	You Pay	Damage Fee	\$0/year	\$1,000 (included)	\$50/year	\$375	\$75/year	\$0	If you have had an at-fault/no-fault accident in a Zipcar in the past 12mo., you aren't eligible to purchase a waiver until you are accident free for 12 mos. Damage fees are non-refundable and will auto renew
You Pay	Damage Fee										
\$0/year	\$1,000 (included)										
\$50/year	\$375										
\$75/year	\$0										
LESS THAN 1/4 TANK OF GAS	If car is returned with less than 1/4 tank of gas	\$30	One warning for first time offenders								
IGNITION KEY REPLACEMENT	If member loses ignition key	\$75 plus costs for materials and labor	Key stays in the vehicle at all times, tethered by a wire to the steering column								
RESERVATION ASSISTANCE VIA PHONE	If member uses Zipcar representative to make a reservation	\$3.50 per call	All other systems (6 in total) are free of charge.								
TICKETS/VIOLATION FEE	Processing fees for ticket/violation not paid on time	\$30 processing fee for late payments									
OTHER VIOLATIONS	Fee may be incurred if vehicle visitation is required as a result of member actions/inactions.	\$50 per infraction	Includes visitation due to smoking, pet hair, significant uncleanliness, etc.								
GENERAL FEES	For any violation of Zipcar Rules, Members may be charged a general fee	Up to \$150 per infraction	See Member Agreement, Schedule 2, Part 5 for full details								

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO GARDEN STATE HIGHWAY PRODUCTS, INC. TO PURCHASE ASSORTED TAPCO BLINKER SIGNS FOR HPU IN ACCORDANCE WITH US COMMUNITIES COOPERATIVE CONTRACT # 2013-100 IN THE TOTAL AMOUNT NOT TO EXCEED \$28,887.60

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Traffic & Parking Control Co., Inc. (TAPCO) has been approved for an US Communities Cooperative Contract # 2013-100, which cooperative the City is a part of; and,

WHEREAS, the City requires traffic signs for HPU (as described in the attached quotation from GSHP, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under US Communities Cooperative contract # 2013-100 and in accordance with GSHP's quotation; and

WHEREAS, Garden State Highway Products, Inc., LLC is an authorized dealer of TAPCO in New Jersey;

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$28,887.60 is available in the following appropriations: C-04-60-714-210 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in their US Communities contract, for a total not to exceed amount of Twenty Eight Thousand Eight Hundred Eighty Seven Dollars and Sixty Cents (\$28,887.60), as follows:

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

Garden State Highway Products, Inc.
 1740 East Oak Road
 Vineland, NJ 08361

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 2299 \$1.8M Road Impvmt Contractor Cost	Encumbrance	CFO Cert for meeting 07/08/2015	28,887.60	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	28,887.60
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	28,887.60

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	28,887.60
Total:	1	28,887.60

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	28,887.60

Batch: GDS Updated Entries: 1 Updated Amount: 28,887.60 Ref Num: 3580

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE SPECIAL
LEGAL COUNSEL – CY2015 LABOR AND EMPLOYMENT COUNSEL
CONTRACT WITH WEINER LESNIAK FOR AN INCREASE IN A NOT
TO EXCEED AMOUNT BY THIRTY FIVE THOUSAND DOLLARS
(\$35,000.00) AND FOR THE SAME TERM (JANUARY 1, 2015 THROUGH
DECEMBER 31, 2015)**

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

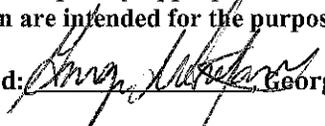
WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Labor and Employment Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

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, in accordance with the direction of the Administration, the City Council is now asked to amend a contract to Weiner Lesniak for Special Legal Counsel – CY2015 Labor and Employment Counsel to the City of Hoboken for an increase in the contract amount by \$35,000.00, for a total contract amount of One Hundred Sixty Thousand Dollars (\$160,000.00), with the same one (1) year term to commence on January 1, 2015 and expire December 31, 2015 (\$36,647.67 of the original 125,000.00 is remaining as of June 30, 2015); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$35,000.00 is available in the following appropriation 50120156020 in the CY2015 budget and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2015 Labor and Employment Counsel be amended, for the same term to expire December 31, 2015, but with an increase in the not to exceed amount by \$35,000.00, for a total not to exceed amount of \$160,000.00; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the

firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

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

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

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 07/08/2015	35,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	35,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	35,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	35,000.00
Total:	1	35,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	35,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 35,000.00 Ref Num: 3581

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION TO AMEND THE AWARD FOR THE CONTRACT TO USA ENVIRONMENTAL MANAGEMENT FOR LSRP TO THE CITY OF HOBOKEN FOR HOBOKEN/WEEHAWKEN COVE PARK WALKWAY (PI NUMBERS 456589, 293820 AND 293821), HOBOKEN FIRE HOUSE 1 (PI NUMBER 033148), AND MULTI-SERVICE CENTER (PI NUMBER 033149) IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$23,800.00 (WHICH REPRESENTS A +\$1,000.00 MONITORING WELL OVERSIGHT AND \$22,800.00 PROGRAM PHASE INVESTIGATION) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$97,170.00

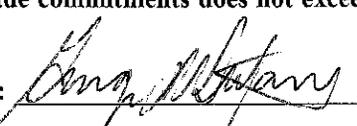
WHEREAS, the City previously awarded an LSRP contract to USA Environmental Management for Hoboken Weehawken Cove Park Walkway (PI Numbers 456589, 293820 and 293821), Hoboken Fire House 1 (PI Number 033148), and Multi-Service Center (PI Number 033149), for a total actual not to exceed amount of \$73,370.00, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional \$23,800.00 in accordance with the attached June 24, 2015 and June 10, 2015 proposals, for a new total contract amount of \$97,170.00 (\$73,370.00 of the current contract amount of \$73,370.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$23,800.00 is available in the following appropriations 5-01-31-461-000 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  , George DeStefano, CFO

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

- A. This resolution amends the contract to USA Environmental Management, for an additional \$23,800.00 (for services as described in the attached June 24, 2015 and June 10, 2015 proposals of USA Enviro); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 and June 10, 2015 proposals seek to amend any terms other than the contract amount and scope of services, same shall be rejected.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	CFO Cert meeting 07/08/2015	23,800.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	23,800.00
Total of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,800.00</u>

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	23,800.00
Total:	1	23,800.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	23,800.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	23,800.00	Ref Num: 3582

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF REGGIO
CONSTRUCTION FOR THE MUNICIPAL STREET RESURFACING AND INTERSECTION
SAFETY IMPROVEMENTS PROGRAM (PACKAGE A) AS CHANGE ORDER NUMBER 1 IN AN
INCREASE AMOUNT OF \$50,000.00 FOR A NEW NOT TO EXCEED TOTAL AMOUNT OF
\$1,345,677.93**

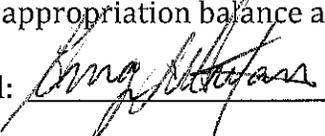
WHEREAS, the City of Hoboken requires a change order under the contract for the continuation of the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A), which was originally awarded to Reggio Construction for \$1,295,677.93; and,

WHEREAS, the Administration used Reggio Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1) to the contract for Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction, for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (**\$1,345,677.93**) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriations C-04-60-714-210 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (**\$1,345,677.93**) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

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

shall be at the sole discretion of the City Council.

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 Z299 \$1.8M Road Impvmt Contractor Cost	Encumbrance	CFO Cert for meeting 07/08/2015	50,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	50,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	50,000.00

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

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	50,000.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	50,000.00	Ref Num: 3583

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO VALUE RESEARCH GROUP FOR SERVICES AS REAL ESTATE APPRAISER FOR APPRAISAL REPORTS FOR BLOCK 12, THE BASF SITE, AND 123 JEFFERSON PROPERTIES, IN AN INCREASED AMOUNT NOT TO EXCEED \$23,500.00.

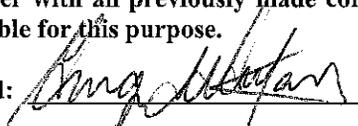
WHEREAS, the City urgently requires the professional services of real property appraisers for the continued appraisal of the BASF site, for Block 12, and for the 123 Jefferson property, and although the total cost of said services is \$23,500.00 (above \$17,500.00, which is therefore above the bid and Fair and Open thresholds), for a total contract amount of \$43,500.00; and,

WHEREAS, the City sought the proposal of the reputable appraisal firm Value Research Group for said services, and said proposals, dated September 23, 2014, June 23, 2015 and June 24, 2015, are attached hereto; and,

WHEREAS, pursuant to the recommendation of the City's special counsel, Edward Buzak, Esq., the Administration now seeks authorization of a contract amendment of the Council for said services; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,000 for the Block 12 site is available from C-04-60-711-120, \$5,000.00 for the BASF appraisal is available in the following appropriations C-04-60-711-120, and that \$6,500.00 for the 123 Jefferson appraisal is available in the following appropriations 4-01-21-181-036 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: , George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the full council voting in the affirmative) by the City Council of the City of Hoboken as follows:

- A. This resolution amends the award of the contract to Value Research Group for professional real property appraisal services, in an increased amount of Thirty One Thousand Five Hundred Dollars (\$23,500.00) for a total contract amount of \$43,500.00, and for the additional appraisal of the BASF, Block 12, and 123 Jefferson Properties in accordance with the September 23, 2014, June 23, 2015 and June 24, 2015 proposals, attached hereto.
- B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached proposals, as requested by the Administration and/or Special Counsel Buzak.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with Value Research Group; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official

newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall be published in accordance with the Fair and Open publication requirements, and thereafter shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert on meeting 07/08/2015	12,000.00	1
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert on meeting 07/08/2015	5,000.00	2
4-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert on meeting 07/08/2015	6,500.00	3

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	4-01	0.00	0.00	0.00	0.00	0.00	6,500.00
	C-04	0.00	0.00	0.00	0.00	0.00	17,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	23,500.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	3	23,500.00
Total:	3	23,500.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	3	23,500.00			
Batch: GDS	Updated Entries:	3	Updated Amount:	23,500.00	Ref Num: 3584

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FURTHER AMENDING THE PROFESSIONAL SERVICE CONTRACT WITH EI ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICE TO THE CITY OF HOBOKEN FOR THE BACKUP GENERATORS PROJECT FOR A TERM TO EXPIRE JUNE 30, 2016, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$57,500.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$134,730.00.

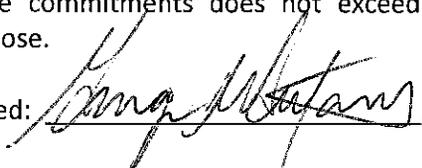
WHEREAS, service to the City as General Electrical Engineer is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, in 8/2013 the City of Hoboken was made aware of potential power related issues at city properties, and thereafter obtained four (4) quotes, on an emergency basis, for the Professional Services, of which EI Associates responded to with the most advantageous proposal, and was awarded a contract; and,

WHEREAS, the contract was amended to extend the term and increase the contract amount in 4/2015, and the City now seeks to further amend the contract through 6/30/2016 and increase the not to exceed amount by \$57,500.00, as set forth in the attached proposal, for a total not to exceed amount of \$134,730.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$57,500.00 for the Backup Generator Project site is available as follows: \$47,500.00 is available in the following appropriations C-04-60-708-110, and \$10,000.00 is available in the following appropriation G-55-56-CD3-301 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the full council voting in the affirmative*) by the City Council of the City of Hoboken as follows:

- A. This resolution amends the award of the contract to EI Associates for professional engineering services, in an increased amount of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) for a total contract amount of \$134,730.00, in accordance with the proposals, attached hereto.
- B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City

Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with EI Associates; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-708-110 Contractor & 40A:2-20 cost (2010)	Encumbrance	CFO Cert meeting 07/08/2015	47,500.00	1
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	CFO Cert meeting 07/08/2015	10,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	47,500.00
	G-55	0.00	0.00	0.00	0.00	0.00	10,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	57,500.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	57,500.00
Total:	2	57,500.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	57,500.00

Batch: GDS Updated Entries: 2 Updated Amount: 57,500.00 Ref Num: 3585

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION TO AMEND THE AWARD of THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY \$8,800.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$473,102.00.

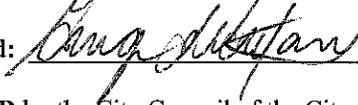
WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for Block 12, for a total actual not to exceed amount of \$464,302.00 through December 31, 2015, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional \$8,800.00 in accordance with the attached June 24, 2015 proposal, for a new total contract amount of \$473,102.00 (\$268,726.00 of the current contract amount of \$464,302.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$8,800.00 is available in the following appropriations C-04-60-711-120 in the open space parks bond; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  , George DeStefano, CFO

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

- A. This resolution amends the contract to Starr Whitehouse, for an additional \$8,800.00 (for services as described in the attached June 24, 2015 proposal of Starr Whitehouse); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 proposal seeks to amend any terms other than the contract amount and scope of services, same shall be rejected.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

July 8, 2015
11:03 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert for meeting 07/08/2015	8,800.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	8,800.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	8,800.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	8,800.00
Total:	1	8,800.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	8,800.00

Batch: GDS Updated Entries: 1 Updated Amount: 8,800.00 Ref Num: 3586

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION, INC. FOR THE PROVISIONS OF THE SIDEWALK REHABILITATION project AT the MULTI-SERVICE CENTER IN ACCORDANCE WITH THE CITY'S BID NO. 15-18 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$136,285.00

WHEREAS, bids were received for the Sidewalk Rehabilitation Project at the Multi-Service Center, as specified in Bid Number 15 - 18; and,

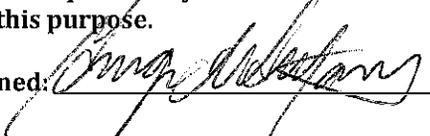
WHEREAS, three (3) bids were received, being:

<u>VENDOR</u>	<u>TOTAL BID</u>
1. Reggio Construction, Inc. Fort Lee, NJ	\$136,285.00
2. Sabia Construction LLC Hoboken, NJ	\$204,953.10
3. RSC Rising Sun Construction Jersey City, NJ	\$353,339.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 15-18, and Reggio Construction, Inc., submitted the lowest, responsible, and responsive bid in the amount of \$136,285.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$136,285.00 is available in the following appropriations: \$47,864.00 from C-04-60-714-210 and \$88,421.00 from G-55-56-CD3-301; and, I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:  George DeStefano, CFO

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

- A. This resolution awards a contract to Reggio Construction, Inc. for Bid No. 15-18, in the total amount of One Hundred Thirty Six Thousand Two Hundred Eighty Five Dollars (\$136,285.00) for contractor for the Sidewalk Rehabilitation Project at the Multi-Service Center; and, said contract shall be to Reggio Construction, Inc. in accordance with the specifications as set forth in Bid No. 15-18.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

- C. The contract shall be in accordance with the terms and conditions of the specifications, and the vendor's corresponding bid proposal documents, all of which shall become incorporated by reference into the City's contract with the vendor.
- D. No exceptions were noted in the City's Engineer's recommendations or the proposal; therefore, none will be accepted in performing obligations under the bid.
- E. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- F. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- G. This resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 2299 \$1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO Cert meeting of 07/08/2015	47,864.00	1
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	CFO Cert meeting of 07/08/2015	88,421.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	47,864.00
	G-55	0.00	0.00	0.00	0.00	0.00	88,421.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	136,285.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	136,285.00
Total:	2	136,285.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	136,285.00

Batch: GDS Updated Entries: 2 Updated Amount: 136,285.00 Ref Num: 3587

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT TO RSC ARCHITECTS FOR THE ATTACHED PROPOSAL FOR ROOF REPLACEMENT AND OTHER UPGRADES TO THE FIRE HOUSE AT 1313 WASHINGTON ST., IN AN AMOUNT NOT TO EXCEED \$19,000.00 AND FOR A TERM TO EXPIRE UPON COMPLETION OF THE PROJECT BUT IN NO EVENT LATER THAN JULY 8, 2016

WHEREAS, the City of Hoboken has a need to obtain architectural services for the maintenance of the construction of roof replacement and other upgrades to the Fire house at 1313 Washington St, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed \$17,500.00 ; and,

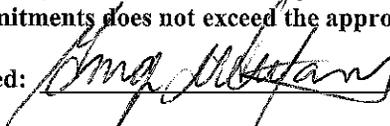
WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, July 8 2016; and

WHEREAS, RSC Architects has submitted a proposal dated June 29, 2015 indicating they will provide architectural services for the maintenance of the construction of the roof replacement and other upgrades of the Fire house at 1313 Washington St for the amount not to exceed \$19,000.00; and

WHEREAS, RSC Architects has completed and submitted a Business Entity Disclosure Certification which certifies that RSC Architects has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the RSC Architects from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$19,000.00 is available in the following appropriations 5-01-31-461-000 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the full council voting in the affirmative) that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with RSC Architects, as described herein, for the services described in their attached June 29, 2015 proposal for a term to expire upon completion of the project, but in no event later than July 8, 2016, and for an amount not to exceed \$19,000.00; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

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

Meeting date: July 8, 2015

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	CFO Cert meeting of 07/08/2015	19,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	19,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	19,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	19,000.00
Total:	1	19,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	19,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 19,000.00 Ref Num: 3588
