

Introduced by: _____
Seconded by: _____

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

**A RESOLUTION TO AUTHORIZE T&M ASSOCIATES TO COMPLETE A
FLEXIBLE REDESIGN AND ENGINEERING PLAN FOR
WASHINGTON STREET**

WHEREAS, Washington Street is a thriving commercial corridor and Hoboken’s historic Main Street and primary retail destination; and,

WHEREAS, Washington Street has the highest pedestrian and vehicular crash rates in Hoboken and is considered the 14th most dangerous corridor in Hudson County by the North Jersey Transportation Planning Authority (NJTPA); and,

WHEREAS, over 300 total pedestrian, vehicular, and bicycle crashes have occurred on Washington Street between 2013 and 2015, which equates to more than four times the expected crash rate for a street with Washington Street’s characteristics according to the Interactive Highway Safety Design Model (IHSDM); and,

WHEREAS, the RBA Group was hired by the City in 2013 to create a concept plan for enhancing the safety, economic vibrancy, and beauty of Washington Street which included a year-long planning and public outreach effort consisting of three public meetings, two meetings with senior citizens, additional meetings with the Historic Preservation Commission and NJ Transit, surveys with over 600 responses, and nearly two dozen stakeholder interviews; and,

WHEREAS, the Plan recommends pedestrian safety improvements, including pedestrian countdown timers at all traffic signals, new high-visibility crosswalks, new Americans with Disabilities Act (ADA)-compliant ramps, and curb extensions to reduce pedestrian crossing distances; and,

WHEREAS, the Plan recommends replacing substandard traffic signals with modernized, Federal Highway Administration (FHWA) compliant traffic signals that can be better synchronized, which is estimated to improve corridor travel times on Washington Street by 12%-15%; and,

WHEREAS, the Plan recommends infrastructure improvements, including milling and paving, replacement of a century-old water main, upgraded and brighter street lights, and installation of conduit that will serve as the backbone of a microgrid that will provide electricity to critical facilities on Washington Street in the event of a blackout; and,

WHEREAS, the Plan recommends adding loading zones on each block of Washington Street to help accommodate deliveries and short term “in-and-out” trips into businesses along the corridor in a safe, legal, and orderly manner; and,

WHEREAS, the Plan recommends installation of an Emergency Vehicle Preemption (EVP) system, which is expected to improve emergency response times by syncing with new traffic signals and Hoboken Fire Department apparatuses to provide green lights that clear the road of vehicles in advance of leaving the firehouse and then continuously while en route to the emergencies; and,

WHEREAS, the Plan recommends installation of green infrastructure, including curb extension rain gardens which will help beautify the corridor and improve stormwater retention capacity as part of the “Delay” strategy of Rebuild by Design; and,

WHEREAS, the Plan recommends the addition of protected bicycle facilities, which will remove the need for bikes to ride on sidewalks on Washington Street by providing physically separated street space that will be safe and comfortable for bicycle riders of all ages and abilities; and,

WHEREAS, bike lanes on Washington Street are recommended in the City’s Bicycle and Pedestrian Master Plan, which was unanimously endorsed by City Council in 2010; and,

WHEREAS, City Council unanimously approved the City’s Complete Streets Policy in 2010, which stated that “all new public street projects, both new construction and reconstruction undertaken by the City of Hoboken shall be designed and constructed as ‘Complete Streets’ whenever feasible to do so in order to safely accommodate travel by pedestrians, bicyclists, public transit, and motorized vehicles and their passengers”; and,

WHEREAS, the Washington Street Complete Street Redesign Plan has won awards from three separate professional organizations, including the American Council of Engineering Companies, NJ Future (planners), and American Society of Landscape Architects; and,

WHEREAS, the Washington Street Complete Street Redesign has received letters of support from 50 organizations, community groups, residents and elected officials, including the Hoboken Board of Education, Elysian Charter School, Hoboken Charter School, Hoboken Dual Language (Hola) Charter School, New Jersey Business & Industry Association, Hudson County Comprehensive Economic Development Strategy Group, Hoboken Chamber of Commerce, Hoboken Historic Preservation Commission, Stevens Institute of Technology, Hoboken Housing Authority, Carepoint Health, Jubilee Center, Hoboken Family Alliance, HOPES, Hoboken Rotary, NJ Alliance for Action, Bike Hoboken, Hoboken Girl Scout Troup 12402, NJ Chapter of the American Planning Association, NJ Transit, Port Authority, North Jersey Transportation Planning Authority (NJTPA), PSE&G, United Water (Suez), Rebuild by Design, New Jersey Mayors Association, Senators Robert Menendez and Cory Booker, Representative Albio Sires,

NJDOT Commissioner Jamie Fox, NJDEP Commissioner Bob Martin, Senator Brian Stack, Assemblyman Raj Mukherji, Hudson County Executive Tom DeGise, Hudson County Freeholder Anthony Romano, NJ Bike & Walk Coalition, Tri-State Transportation Campaign, NJ Future, North Hudson Sewerage Authority, and more; and,

WHEREAS, all elements of the Plan are consistent with state and federal design standards, including the Federal Highway Administration's (FHWA) Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities (4th Edition), NJ Department of Transportation's (NJDOT) Roadway Design Manual, the Institute of Transportation Engineers' (ITE) Designing Walkable Thoroughfares, and the National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Design Guide, which was unanimously approved by City Council in 2013 as the official design guides to be used by City transportation officials, planners, and engineers when designing and implementing bikeways within the City of Hoboken; and,

WHEREAS, T&M Associates was hired by the City in September 2015 to explore the feasibility of implementing all recommended components of the RBA concept plan and complete all final design engineering; and,

WHEREAS, the citizens of Hoboken have expressed concern about the completion of Washington Street, the City proposes a flexible plan that could accommodate pedestrians, cars, and transit users, with no bike lanes or possibly be striped to include protected bike lanes at a later time; and,

WHEREAS, the final decision on the striping plan could be adjusted to accommodate protected bike lanes during the construction process with support from the City Council; and,

WHEREAS, the Administration proposes a Phase I Plan focused on pedestrian safety and the implementation of parking strategies to create more legal parking spaces, including loading zones, expanded valet parking for the employees of businesses, more valet parking for visitors, and metered parking strategies; and,

WHEREAS, it is important to finalize the concrete hardscape to meet funding deadlines with the New Jersey Environmental Infrastructure Trust (NJEIT); and,

WHEREAS, T&M Associates estimates that upon awarding a contract for construction, the project is expected to take between 12 and 18 months to be completed.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council authorizes T&M Associates to move ahead with completing a flexible design plan which will include the followings elements:

- A. Water Main Replacement- replacement of existing 6” and 12” water mains with 8” and 12” mains; replacement of all service connections up to the curb; relocation of fire hydrants from mid-block locations only where feasible in accordance with fire flow; traffic control and bypassing of the existing water main as necessary; associated repair of pavement.
- B. Drainage Improvements/Green Infrastructure: installation of 15 rain gardens (monitor-ready); drainage tie-ins (inlets and pipe); associated curb work for rain gardens within curb extensions.
- C. Traffic Signals: complete upgrade of 15 traffic signals with battery backup and GPS installed, black powder coating; pedestrian pushbuttons (accessible pedestrian signals); Emergency preemption installed at each traffic signal and at the 13th Street Fire House.
- D. Road Resurfacing: Mill and overlay of the roadway surface; Base repair.
- E. ADA Compliant Curb Ramps: installation of ADA compliant curb ramps at all intersections; replacement of sidewalk necessary for water main service connections.
- F. Remove all Bike Lanes from Washington Street Design; however, all concrete bump-outs and roadway elements shall be designed in a manner so that a future Class I bike lane could be installed without removal of concrete improvements.
- G. Curb Extensions: curb extension islands at corners of intersections to shorten pedestrian crossing distances.
- H. Crosswalks: removal of existing paver crosswalks; high visibility thermoplastic striped crosswalks painted.
- I. Refurbishment of Existing Street Light Poles: replacement of all existing globe portion of light fixtures to 4,000 Kelvin LED.
- J. Signage: installation of regulatory and wayfinding signage.
- K. Microgrid: installation of concrete-encased conduit for future implementation of a microgrid to power critical facilities.

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Alysia Proko
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
Council President Jen Giattino				



February 12, 2016

Dear Council Members,

I am writing to ask for your support next week for a flexible design strategy for Washington Street.

Based on community feedback, it is clear that there is major concern and fear of narrowing the roadway and the addition of bike lanes on Washington Street.

It is also extremely important that we get this project done. This flexible design option will give us more time to discuss the bike lanes, but we really need to move ahead with completing Washington Street.

With this goal in mind, I have asked T&M to revise the plan into a flexible design that could be implemented with no bike lanes or possibly converted to include protected bike lanes at a later time, if the public and Council supported it.

On Wednesday, T&M will present the flexible plan with modified curb bump outs that could accommodate a complete street approach or one that does not include bike lanes.

In order to meet our funding deadlines with the NJEIT, we need a decision from the Council about the hardscape elements of the plan, such as the bump outs, rain gardens, new traffic signals, pedestrian countdown timers, etc. It is my understanding that the hardscape elements, which constitute the large majority of the plan, are widely supported.

In short, the flexible design would be structured so that the street could be striped with a painted buffer in the middle and no bike lanes, or it could be striped with protected bike lanes at a later time, as much as twelve months from now if that is the Council's preference. (Again, with this proposed flexible design approach, we are really only talking about how the street gets painted/striped in the final construction phase).

I request that the Council authorizes T&M to move ahead with a flexible hardscape plan that does not include bike lanes at this time so that the application to the NJEIT can be completed.

Over the next six months I would like to work with the City Council to implement strategies that could create more legal parking on Washington Street. This would help make the street safer, and open up additional parking for customers of our local businesses, which will help retail sales.

This proposed plan would include the following important components:

1. Establish loading zones on Washington Street as soon as possible, before the construction process, so that our community can understand how loading zones could help with the double parking issue.
2. Expand our valet parking program for employees of businesses and visitors once we have ownership of the BASF site so people that need longer term parking have a convenient and low cost parking option. (As discussed, we will also be moving ahead with planning for the resiliency park and parking garage this year).
3. Launch the pay by plate system and the pay by phone system as a convenience for our residents and visitors so that everyone can avoid having to pay at the meter and easily pay by phone if needed.
4. Implement a meter program: I propose expanding the parking time permitted on Washington Street from two to four hours with the first 20 minutes free so that people can run quick errands. The third and fourth hours of parking could be priced at sufficiently higher rates so that people will be unlikely to choose to park on the street for more than two or three hours. This would free up parking for patrons of our local businesses and help increase retail sales.

We hope to work with the Transportation subcommittee on this approach and then will need Council approval to implement this plan. If possible, we would like to get this plan implemented by the summer so our community can start to evaluate whether it will improve safety by helping to reduce double parking. As a starting point, we would suggest the first 20 minutes are free for those running quick errands, \$1 for the next 40 minutes, \$2 for the second hour, \$5.00 for the third hour, and \$10.00 for a possible 4th hour. Again, the pricing strategy is intended to encourage short term parking and to discourage longer term parking on Washington Street.

With all of these strategies, based on guidance we have received through the parking master planning process, we believe this could help to create considerably more legal short term parking and significantly reduce the need for double parking.

Once these strategies are implemented and everyone has a chance to see if these strategies can work for Hoboken, then at that time the City Council could take a vote on the striping plan to determine if the final striping plan should include a painted buffer in the middle with no bike lanes, or protected bike lanes.

Please understand, that for safety reasons, I am strongly opposed to unprotected Class II bike lanes on Washington Street, because it is our busiest commercial corridor, with two way traffic. Striped Class II bike lanes alongside traffic, especially if the habitual double parking on Washington Street continues, will force riders into traffic, making it unsafe for bike riders and cars. If the policies outlined above could be implemented successfully, then protected bike lanes on Washington Street would be feasible.

Thank you for working with me on this important project.

Best regards,



Mayor Dawn Zimmer

Introduced By: _____

Second By: _____

MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANNEOUS LICENSING
February 17, 2016

<u>VENDOR</u>	<u>1 ITEM</u>
Victoria Miritello 12 Sherman Avenue Jersey City, N J 07307	\$100.00

<u>PARKING FACILITY</u>	<u>1 ITEM</u>
900 Monroe Hoboken, LLC 900 Monroe Street Hoboken, NJ 07030	\$300.00

<u>RAFFLE</u>	<u>1 ITEM</u>
St. Peter & Paul Church 400 Hudson Street Hoboken, NJ 07030	\$20.00

Office of Taxi & Limo Licensing
Miscellaneous Licenses for City Council Approval
 February 17, 2016 City Council Meeting

Operator Licenses: 6 Total
 Owner Licenses: 2 Total

Taxi Operator Licenses -6 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Botros	Mamdouh	TAXI	T0003	\$75
2	Asaad	Walid	TAXI	T0007	\$75
3	Sholkami	Abdalla	TAXI	T0009	\$75
4	Hemeda	Ahmed	TAXI	T0015	\$75
5	Saleh	Beshoy	TAXI	T0138	\$75
6	Gergawy	Rimon	TAXI	T0141	\$75
Total Fees:					\$450
Total Licenses:					6

Limo Operator Licenses -0 total

#	Last Name	First Name	Driver Type	License #	Fee
1			LIMO		
2			LIMO		
Total Fees:					\$0
Total Licenses:					

Taxi Owner Licenses -2 total

#	Company Name	Vehicle Type	Vehicle #	Fee	
1	Moeja Corp	TAXI	20	\$ 500	Transfer to JD Taxi Corporation
2	Speedy Taxi LLC	TAXI	47	\$ 500	
Total Fees:				\$ 1,000	
Total Licenses:				2	

Limo Owner Licenses - 0 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1				
2				
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 January, 2016

Receipts on Taxes

2016 Taxes 1-2 Quarters...	8,551,150.51	
Minus Bad Check...	1,855.91	
2016 Added Assessment...	24,657.21	
Total 2016 Taxes Receipts...		8,573,951.81

Receipts on Taxes

2015 Taxes 3 - 4 Quarters....	428,299.56	
Minus Bad Check...	12,925.67	
2015 Taxes 1-2 Quarters...	66,685.28	
2015 Added Assessments Taxes	13,933.07	
Total 2015 Taxes Receipts....		495,992.24

Miscellaneous Tax Receipts

Interest on Taxes...	21,907.50	
Minus Bad Check...	510.18	
Duplicate Bill Fee...	5.00	
Bounced Check Fee...	20.00	
Total Miscellaneous Tax Receipts		21,422.32

Pilot Accts

Pilot Principal.....	2,037,235.86	
Total Collected on Pilot Accts.....	19.68	
Total Taxes & Miscellaneous Tax Receipts....		2,037,255.54
		<u>11,128,621.91</u>

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

Abatements

Abatement Principal.....	11,257.02	
Abatement Interest.....	572.99	
Abatement Totals.....		

11,830.01

Bounced Checks

	Amount
193/32	4,306.95
3 Prop.	9,128.90
67/17/c0002	<u>1,855.91</u>
Total	15,291.76

Respectfully yours,

Sharon Curran
Tax Collector

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 Installment Due Dates: First to Last
 Print Only Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2017
 Range of Periods: 1 to 12
 Range of Dates: 01/01/16 to 01/31/16
 Print Ref Num: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2014	2015	2016		
001 TAX-Billing	2898	0.00	0.00	494,984.84	8,551,150.51	21,453.04	9,067,588.39
014 ADDED ASSESSMENT/OMI	36	0.00	0.00	13,933.07	24,657.21	454.46	39,044.74
082 IN LIEU OF TAXES	14	0.00	0.00	1,383.96	2,035,851.90	19.68	2,037,255.54
Tax Payments	2948	0.00	0.00	510,301.87	10,611,659.62	21,927.18	11,143,888.67
00L OUTSIDE REDEEM	61	90,649.63	0.00	0.00	0.00	11,070.79	101,720.42
FEE	8	2,882.00	0.00	0.00	0.00	0.00	2,882.00
Lien Payments	69	93,531.63	0.00	0.00	0.00	11,070.79	104,602.42
005 BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
012 DUPLICATE BILLS	1	5.00	0.00	0.00	0.00	0.00	5.00
Misc Payments	2	25.00	0.00	0.00	0.00	0.00	25.00
NSF BOUNCED CHECK	6	0.00	0.00	12,925.67-	1,855.91-	510.18-	15,291.76-
Tax NSF	6	0.00	0.00	12,925.67-	1,855.91-	510.18-	15,291.76-
Payments Total:	3019	93,556.63	0.00	510,301.87	10,611,659.62	32,997.97	11,248,516.09
NSF Reversals Total:	6	0.00	0.00	12,925.67-	1,855.91-	510.18-	15,291.76-
Total:	3025	93,556.63	0.00	497,376.20	10,609,803.71	32,487.79	11,233,224.33

Total Cash: 34,097.06

Total Check: 11,070,975.14

Total Credit: 128,152.13

REDEMPTIONS FOR THE MONTH OF JANUARY 2016

Date	Redeeme	Block	Lot	Qual.	Certificate#	Address	Redemption Amount	Premium Amount
1/4/2016		177	25	C000B	15-00061	128 Garden St	2,020.57	1,300.00
1/4/2016		261.01	1	C0235	15-00096	1100 Maxwell Lane	14,525.18	18,500.00
1/4/2016		261.01	1	CP094	15-00101	1100 Maxwell Lane	265.21	-
1/7/2016		158.02	17		14-00135	127 Willow Court	23,679.40	19,000.00
1/7/2016		158.02	17		12-00057	127 Willow Court	13,273.10	8,900.00
1/15/2016		197	4.01	C0003	13-00069	1003 Garden Street	19,388.02	7,200.00
1/22/2016		57	9		15-00026	417 Jackson St	6,900.38	6,000.00
1/28/2016		61	16		15-00028	414 Grand St	24,550.56	30,000.00
Total							104,602.42	90,900.00



MUNICIPAL COURT OF HOBOKEN

Hudson County

100 Newark Street
Hoboken, NJ 07030

Phone: 201-420-2120 • Fax: 201-420-2138



Honorable Judge
Michael A. Mongiello, CJMC

Court Administrator
Kerri Azzoline

Honorable Judge
Cataldo F. Fazio, JMC

Monday, February 08, 2016

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 1143 IN THE AMOUNT OF \$409,038.42 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF JANUARY 2016 ATS/ACS SYSTEM.

VERY TRULY YOURS,

KERRI AZZOLINE,

COURT ADMINISTRATOR

Cc: QUENTIN WIEST, BUSINESS ADMINISTRATOR

RECEIVED
2016 FEB -8 AM 11:17
CITY CLERK
HOBOKEN, NJ 07030

1143

CITY OF HOBOKEN
MUNICIPAL COURT GENERAL ACCOUNT
94 WASHINGTON STREET
HOBOKEN, NJ 07030

DATE 2/8/16 55-7203-2212

PAY TO THE ORDER OF Treasurer, City of Hoboken

\$ 409,038 ⁴²/₁₀₀

Four hundred nine thousand thirty eight ⁴²/₁₀₀'s

DOLLARS  Security Features Included. Details on Back.

 **investorsBank**
Clifton Office • Clifton, NJ 07011
Investors 24 Hour Service: 1-888-444-4466 • myinvestorsbank.com

FOR Expns, Costs, etc 1/16

[Signature]
MP

⑈001143⑈ ⑆22127203⑆ 639906408⑈

COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT
AND
RECORD OF DEPOSITS WITH TREASURER

Report for the Month of JANUARY

To: Mr. George De Stefano, Treasurer:

I certify that the following collections were made by the court for the month indicated and that records of these collections are available in the court.

Municipal Court Director

Attached is our Check No. 1143 for collections of Fines and Costs of Court. Included therein are collections from the Violations Bureau for the month of JANUARY, 2016.

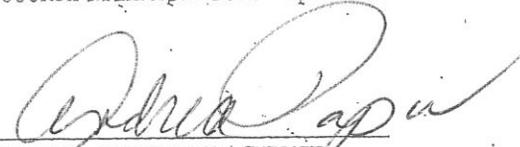
in the amount of \$409,038.42 total.

TOTAL FINES & COSTS	\$ <u>409,038.42</u>	CHECK NO. <u>1143</u>
PUBLIC DEFENDER	\$ _____	CHECK NO. _____
POAA	\$ <u>6,917.00</u>	CHECK NO. <u>1145</u>
SPECIAL COLLECTIONS	\$ <u>187,065.54</u>	
TOTAL COLLECTIONS	\$ <u>603,020.96</u>	

I hereby certify that on _____,
with the City Treasurer the amount indicated above.

the Hoboken Municipal Court deposited

CITY TREASURER



ASSISTANT CITY TREASURER

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
ADM ABC BOARD	IOPERATING	15-00065	STAR LEDGER	2015 ABC BOARD LEGAL ADS	\$ 105.40	
		16-00015	STAR LEDGER	2016 ABC BOARD LEGAL ADS	\$ 218.55	
		16-00017	JERSEY JOURNAL	2016 ABC BOARD LEGAL ADS	\$ 109.87	
ADM BUSINESS ADMINISTRATION	ICAPITAL	14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 26,320.25	
		15-01175	BOSWELL ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 144.00	
		15-01690	BANISCH ASSOCIATES	PRO. PLANNER - BLOCK 12	\$ 17,092.42	
		15-04059	BILLY CONTRACTING &	ROOF REPLACEMENT AT FIREHOUSE	\$ 70,290.00	
		15-04098	T & M ASSOCIATES	CITYWIDE WAYFINDING & FIRST ST	\$ 3,938.65	
		16-00048	ARCHITECTURA	ARCHITECTURAL SERVICES	\$ 962.50	
		15-02286	GREENSCAPE LANDSCAPE	CITY HALL DRAINAGE - BID 15-08	\$ 82,200.90	
		15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT-BACKUP GENERATOR	\$ 77,552.68	
		IOPERATING	14-03706	T & M ASSOCIATES	ENGINEER - CONS. OVERSIGHT	\$ 857.36
			15-01112	GRM INFORMATION MANAGEMENT SVC	RECORD/FILE MANAGEMENT SERVICE	\$ 643.12
	15-02573		BOSWELL ENGINEERING	CITY H STORM WATER IMPROVEMENT	\$ 348.00	
	15-04399		PAOLI	FURNITURE-1ST ASST CORP CNSL	\$ 3,632.36	
	15-04559		SHI INTERNATIONAL CORPORATION	REVERSE 911 SYSTEM-RENEWAL	\$ 15,000.00	
	16-00011		NJLM	AD NJLM WEBSITE-CORP COUNSEL	\$ 155.00	
	16-00081		NW FINANCIAL GROUP, LLC.	NOV 2015 FINANCIAL ADVISORY	\$ 1,170.00	
	16-00082		LAMENDOLA ASSOCIATES, INC.	HEALTH INS CONSULTANT-DEC 2015	\$ 150.00	
	16-00222		WEBQA, INC.	SERVICE TRACKING SYSTEM CY2016	\$ 8,640.00	
	16-00231		GARDEN STATE MUNI.JOINT INSURA	2016 MEMBER ASSESSMENT 1 OF 2	\$ 602,321.00	
	ADM FINANCE SUPERVISORS OFF	ICDBG2818	16-00373	TREASURER-STATE OF NJ (NJPDES)	3 DEP LSRP ANNUAL FEE INVOICES	\$ 2,615.00
			15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT-BACKUP GENERATOR	\$ 15,333.28
ESCROW		IOPERATING	16-00380	UNION STONE CLEANING &	REFUND ESCROW ACCT#1483766	\$ 1,500.00
			15-00234	PARKER McCAY, P.A.	SP LE COUNSEL - BOND COUNSEL	\$ 330.00
			15-04514	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 211.24
			16-00176	COUNTY OF HUDSON	HUDSON COUNTY PILOT TAX 5%	\$ 88,357.79
			16-00196	GOVCONNECTION, INC.	PRINTER TONER-FINANCE OFFICE	\$ 332.75
			16-00306	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,562.10
			16-00574	MICHAEL TENNARO	HANDICAPPED PARKING REFUND	\$ 125.00
			15-03590	JERSEY JOURNAL	SEP/OCT/Nov/Dec 2015 LEGAL ADS	\$ 7,514.88
ADM LEGAL ADVERTISING	IOPERATING	15-03800	SHAKESPEARE MAILING SERVICE	MAILING TO MARINEVIEW/FOX HILL	\$ 555.45	
		16-00387	JP BAGEL EXPRESS CAFE & DELI	REBUILD BY DESIGN MEETING	\$ 200.00	
		16-00398	VIJAY CHAUDHURI	REIMBURSEMENT	\$ 10.00	
ADM MUNICIPAL COURT	IOPERATING	15-00921	ACCURATE LANGUAGE SERVICES	LANGUAGE INTERPRETER CY 2015	\$ 4,412.75	
		15-04123	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 624.45	
		15-04343	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 16.95	
		16-00293	CHERYL SCOTT CASHMAN	SVCS RENDERED AS ACTING JUDGE	\$ 300.00	
		16-00358	SHORE BUSINESS SOLUTIONS	NEW COPY MACHINE FOR COURTROOM	\$ 8,448.00	
ADM PARKING UTILITY	IPARK UTILITY	15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	\$ 18.70	

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	15-03172	NOOK INDUSTRIES INC	916 GARDEN ST. EQUIPMENT	\$ 4,600.45
		15-04365	B & M CONTRACTING, INC	CONCRETE/CONSTRUCTION WORK	\$ 7,800.00
		15-04369	FCA LIGHTING	ELECTRICAL WORK-MIDTOWN GARAGE	\$ 1,600.00
		15-04447	FASTENAL	MISC. LIGHTS;HEATER-916 GARDEN	\$ 1,089.97
		15-04561	JERSEY ELEVATOR COMPANY	MIDTOWN ELEVATOR MAINTENANCE	\$ 500.00
		15-04562	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 4.90
		15-04570	GLENCO SUPPLY INC.	SIGNAL & TRAFFIC SIGNS	\$ 288.00
		15-04575	MH&B, LLC	916 GARDEN ST. INSTALL	\$ 2,000.00
		15-04587	AMANO McGANN, INC.	CONTRACTUAL SVCS ENDING 6/2015	\$ 12,725.00
		16-00038	NOBEL COMPUTER SYSTEMS, INC.	MONTHLY IMPOUNDS-DECEMBER 2015	\$ 1,732.00
		16-00039	NEW JERSEY TOWING CO	RELOCATION - JUNE 2015	\$ 180.00
		16-00041	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL - 2015	\$ 135.00
		16-00044	ACADEMY EXPRESS LLC	DECEMBER HOP WASHES	\$ 160.00
		16-00045	MARRERO'S FLOOR STRIPPER &	HPU FLOOR CLEANING - 12/15	\$ 350.00
		16-00091	DOMINIC ROSSI	BOOT REFUND	\$ 150.00
		16-00092	SHAWN ARNONE	NO PARKING SIGNS REFUND	\$ 60.00
		16-00148	PROPARK AMERICA NEW YORK	REIMBURSABLE EXP. - NOVEMBER	\$ 13,459.69
		16-00151	CLEAN MAT SERVICES LLC	FLOOR MAT SERVICES - JANUARY	\$ 339.29
		16-00152	HIGH TECH PROTECTIVE SVS.INC.	GARAGE ALARM SERVICING	\$ 639.06
		16-00153	UNITRONICS SYSTEMS, INC.	916 GARDEN ST. SUPPORT-JANUARY	\$ 11,500.00
		16-00156	MAGIC TOUCH CONSTRUCTION CO.,	GARAGE PLUMBING SERVICES-2016	\$ 1,701.25
		16-00157	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - DECEMBER 2015	\$ 8,050.00
		16-00158	G & F ENTERPRISE	UNIFORM PURCHASE	\$ 886.00
		16-00159	GALAXY FENCE	FENCE REPAIRS-GARAGE G	\$ 325.00
		16-00161	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 66.00
		16-00205	ENTERPRISE CONSULTANTS LLC	PHONE MAINTENANCE - DEC. 2015	\$ 112.50
		16-00206	EXXONMOBIL FLEET GECC	DECEMBER FUEL CHARGES	\$ 951.07
		16-00207	PASSIO TECHNOLOGY, INC.	HOP SOFTWARE UPDATE	\$ 535.00
		16-00261	PROPARK AMERICA NEW YORK	PROFESSIONAL FEES - JANUARY	\$ 44,362.64
		16-00262	ACADEMY EXPRESS LLC	HOP BUS WASH - 12-30-15	\$ 40.00
		16-00263	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL	\$ 180.00
		16-00266	A.J.M. CONTRACTORS, INC.	STRIPING - SIGNAL & TRAFFIC	\$ 2,289.00
		16-00269	JOHN N. MORGAN	REIMBURSE.-TRAINING SUPPLIES	\$ 44.32
		16-00270	VERIZON	GARAGE UTILITIES - JANUARY	\$ 925.55
		16-00271	FCA LIGHTING	ELECTRICAL WORK - GARAGE G	\$ 1,000.00
		16-00279	PITNEY BOWES	METER LEASE - FINAL PAYMENT	\$ 102.00
		16-00323	ADAM WITZBURG	BOOT REFUND	\$ 150.00
		16-00332	PROPARK AMERICA NEW YORK	DEC. 2015 REIMBURSE. EXPENSES	\$ 18,499.64
		16-00578	VERIZON WIRELESS	HPU TABLET SERVICE 12/27-1/26	\$ 330.22
		ADM PERSONNEL	IOPERATING	16-00329	MRA INTERNATIONAL, INC.

CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM PERSONNEL	IOPERATING	16-00377	HIRERIGHT, LLC	BACKGROUND CHECK APPLICATIONS	\$ 299.95
ADM PERSONNEL/BENEFITS	IOPERATING	16-00230	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE DECEMBER 2015	\$ 82,214.65
ADM PURCHASING	IOPERATING	16-00053	IRON MOUNTAIN, INC.	STORAGE FEES-HPU & PURCHASING	\$ 2.57
	IPARK UTILITY	16-00053	IRON MOUNTAIN, INC.	STORAGE FEES-HPU & PURCHASING	\$ 312.65
ADM SPECIAL COUNSEL	IOPERATING	15-04490	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 115.80
		16-00100	WEST GROUP - THOMSON REUTERS	NOVEMBER CHARGES	\$ 550.00
ADM TAX ASSESSOR	IOPERATING	15-00312	VINCENT J. LAPAGLIA	SP COUNSEL -CY2015 TAX APPEALS	\$ 17,149.24
		15-01174	McGUIRE ASSOCIATES, LLC	REAL ESTATE APPRAISER CY 2015	\$ 23,374.98
ADM TAX COLLECTOR	IOPERATING	15-04437	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 346.31
		15-04531	CORELOGIC TAX SERVICES	REFUND OVERPAYMENT	\$ 2,992.62
		15-04534	DAVID HILL	REFUND OVERPAYMENT	\$ 1,325.23
		16-00118	ABLE TITLE AGENCY	REFUND OVERPAYMENT	\$ 1,977.09
		16-00122	CHASE	REFUND OVERPAYMENT	\$ 3,500.00
		16-00124	WELLS FARGO RE TAX SERVICE	REFUND OVERPAYMENT	\$ 3,823.71
		16-00126	AMANDA & THOMAS EKELMAN	REFUND OVERPAYMENT	\$ 1,091.54
		16-00127	SMRITI AGGARWAL	REFUND OVERPAYMENT	\$ 4,892.58
		16-00128	1100 LLC	REFUND OVERPAYMENT	\$ 2,690.07
		16-00321	GOVCONNECTION, INC.	PRINTER FOR TAX COLLECTOR'S OF	\$ 1,431.46
		16-00400	VASUMATI MODY	REFUND OVERPAYMENT	\$ 1,000.00
		16-00403	ZIPP & TANNENBAUM TRUST ACCT	REFUND STCJ	\$ 28,338.00
ADM ZONING OFFICER	IOPERATING	15-03878	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 195.08
ADM/CITY CLERK	IOPERATING	15-03638	W.B. MASON CO., INC.	NOTARY STAMP FOR JERRY LORE	\$ 27.95
		16-00178	GOVCONNECTION, INC.	WIRELESS AC/N DUAL RADIO	\$ 219.00
ADM/CONSTRUCTION CODE	IOPERATING	15-03697	ULINE	BOXES	\$ 112.47
		15-04141	RIVERFRONT CAR WASH	3 FULL SERVICE CAR WASHES	\$ 18.00
		16-00464	MOTOR VEHICLE COMMISSION	REGISTRATION FOR VEHICLE	\$ 60.00
CD DIRECTOR'S OFFICE	CDBGWIREIDIS	16-00348	THE WATERFRONT PROJECT	WATERFRONT PROJECT CDBG REIM	\$ 1,806.94
		16-00352	BOYS AND GIRLS CLUB H.C.	CDBG REIM BOYS AND GIRLS CLUB	\$ 2,500.00
		16-00360	BOYS AND GIRLS CLUB H.C.	CDBG REIMBURSEMENT BOYS/GIRLS	\$ 6,043.50
		16-00362	UNITED CEREBRAL PALSY OF	CDBG REIMBURSEMENT UCP	\$ 4,132.44
		16-00553	HOPES INC.	CDBG REIMBURSEMENT HOPES INC	\$ 8,333.34
	ESCROW	16-00334	4WARD PLANNING LLC	FINANCIAL ANALYSIS REDEV AGMT	\$ 1,170.43
	IOPERATING	14-03012	BANISCH ASSOCIATES	GREEN ACRES DIVERSION MNGR	\$ 497.00
		15-00236	MARAZITI, FALCON, LLP	SP LE COUNSEL - REDEVELOPMENT	\$ 5,757.00
		15-01878	WEINER & LESNIAK, LLP	DP LEGAL COUNSEL - LAND USE	\$ 210.00
		16-00531	CHRISTOPHER BROWN	REIMBURSEMENT	\$ 18.35
CD MLUL PB ESCROW ACCTS	ESCROW	15-04147	STAR LEDGER	DEVELOPERS ESCROW	\$ 103.85
		16-00336	BOSWELL ENGINEERING	DEVELOPERS ESCROW	\$ 2,257.50
		16-00347	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 26,739.98
		16-00410	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 3,392.50

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
CD MLUL ZBA ESCROW ACCTS	ESCROW	15-04035	MATTIAS BACKSTROM	REFUND DEVELOPERS ESCROW	\$ 1,000.00
		15-04379	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 1,400.50
		16-00141	MIMI PARK & DAVID MATT	REFUND DEVELOPERS ESCROW	\$ 29.13
		16-00346	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 665.00
		16-00381	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 4,532.34
ES PUBLIC PROPERTY	ICAPITAL IOPERATING	16-00237	MAGIC TOUCH CONSTRUCTION CO.,	REPAIRS POLICE DEPT.9/1/15	\$ 22,717.41
		15-04537	ENVIRONMENTAL CLIMATE CONTROL	REPLACE AIRCONDITIONING UNIT	\$ 17,463.50
		16-00071	COOPER PEST SOLUTIONS, INC.	PEST CONTROL BLDGS. 12/15	\$ 766.50
		16-00085	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS MULTI CENTER	\$ 2,463.49
		16-00111	JOHN A. EARL CO.	PAPER TOWEL CITY HALL	\$ 1,502.58
		16-00198	TRANE OF NEW JERSEY	HVAC SERVICES	\$ 657.00
		16-00233	METROPOLITAN MOP & MAP RENTAL	MAT RENTALS CITY HALL	\$ 92.60
		16-00234	MAGIC TOUCH CONSTRUCTION CO.,	HEATING REPAIR POLICE DEPT.	\$ 616.75
		16-00236	HOBOKEN GLASS COMPANY	REPAIR GLASS MULTI CENTER	\$ 2,190.00
		16-00244	MTB ELECTRIC	ELECTRIC REPAIRS - CITY HALL	\$ 2,357.45
		16-00250	NESTLE WATERS INC	WATER COOLER RENTAL	\$ 215.91
		16-00384	MAGIC TOUCH CONSTRUCTION CO.,	REPAIR BATHROOM POLICE DEPT.	\$ 873.95
		16-00562	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 2,699.34
		16-00563	SUNBELT RENTALS	HVAC RENTALS - POLICE STATION	\$ 3,565.00
		ES SOLID WASTE	IFEDERAL IOPERATING	15-04279	T.M. FITZGERALD & ASSOCIATES
16-00241	NATURE'S CHOICE			CHRISTMAS TREE RECCLING 1/4/16	\$ 3,020.00
FLEET MANAGEMENT	IOPERATING	15-03985	BORTEK INDUSTRIES, INC.	PARTS FOR CUSHMAN	\$ 1,188.81
		15-04191	BUY WISE AUTO PARTS	PARTS FOR PD & CG VEHICLES	\$ 1,581.65
		15-04277	TRIOUS, INC.	PARTS FOR SWEEPERS 103 & 104	\$ 129.68
		15-04278	BUY WISE AUTO PARTS	PARTS FOR PD & CG VEHICLES	\$ 1,223.33
		15-04294	BUY WISE AUTO PARTS	ANTI FREEZE FOR CENTRAL	\$ 615.61
		15-04416	TRIOUS, INC.	PARTS FOR SWEEPERS	\$ 1,955.89
		15-04438	BUY WISE AUTO PARTS	PARTS FOR C.G VEHICLES	\$ 113.62
		15-04492	ROBBINS & FRANKE, INC.	TIRES FOR ALL VEHICLES PD& CG	\$ 7,444.72
		15-04501	JOHN'S MAIN AUTO BODY	PD115 TOWED TO CENTRAL	\$ 125.00
		15-04554	ROBBINS & FRANKE, INC.	WHEEL ALIGNMENT PD139	\$ 60.00
		15-04568	DUBIN GLASS	REPLACE REAR WINDOW	\$ 295.00
		15-04573	JOHN'S MAIN AUTO BODY	JUMP START POLICE VEHICLE	\$ 25.00
		HS BD OF HEALTH	IDOG IOPERATING	16-00185	TREASURER, STATE OF NEW JERSEY
16-00611	TARANTINO, NANCY			VEHICLE REIMBURSEMENT	\$ 2,625.00
16-00612	FRANK SASSO			VEHICLE REIMBURSEMENT	\$ 2,625.00
16-00613	TOOMEY, KEVIN			VEHICLE REIMBURSEMENT	\$ 2,625.00
16-00614	LYNETTE J. MEDEIROS			VEHICLE REIMBURSEMENT	\$ 2,625.00
HS CULTURAL AFFAIRS	ITRUST	16-00186	TREASURER, STATE OF NEW JERSEY	4TH QTR. MARRIAGE LIC. REPORT	\$ 2,275.00
		16-00238	MIGDALIA PAGAN	EVENT ASSISTANCE	\$ 56.00

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS DIRECTOR'S OFFICE	ICAPITAL	15-04299	GEORGE KOUSTAS PAINTING LLC	INTERIOR RENO OF 1313 FH	\$ 38,000.00
	ITRUST	15-02907	PAT SCANLAN LANDSCAPING, INC.	WASHINGTON ST TREE PANTING	\$ 14,100.00
		15-04435	DEPP GLASS	TESTING OF GLASS FOR 911 MEM	\$ 5,800.00
HS PARKS	IO M FUND	16-00181	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 425.00
		16-00187	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 120.83
		16-00225	FCA LIGHTING	LIGHT BULBS FOR PARKS	\$ 4,200.00
	IOPERATING	16-00181	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00
		16-00228	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 225.00
		16-00245	HOBOKEN GLASS COMPANY	REPLACED GLASS IN FIELD HOUSE	\$ 185.00
HS RENT LEVELING/STABILIZATION	IOPERATING	16-00018	STAR LEDGER	2016 RENT LEVELING LEGAL ADS	\$ 40.30
HS SENIOR CITIZEN PROGRAM	IOPERATING	16-00359	INSERRA SUPERMARKETS	MISC. SUPPLIES FOR EVENTS	\$ 191.41
		16-00361	INSERRA SUPERMARKETS	MISC. SUPPLIES FOR EVENTS	\$ 276.85
		16-00568	INSERRA SUPERMARKETS	MISC. SUPPLIES FOR SENIOR CNTR	\$ 70.44
MUNICIPAL MANAGER	ICAPITAL	15-02884	T & M ASSOCIATES	ENG'G CONSULTANT-HOBKOH15011	\$ 27,891.59
PS FIRE	IOPERATING	15-03781	TURNOUT FIRE & SAFETY, INC.	NEW HIRES TURNOUT GEAR	\$ 5,623.48
		15-03889	TURNOUT FIRE & SAFETY, INC.	BADGES/BUTTONS ETC	\$ 669.87
		15-03890	GOVCONNECTION, INC.	PC TOWER/LAPTOP	\$ 1,011.00
		16-00428	ABSOLUTE FIRE PROTECTION	ENGINE 5 REPAIRS	\$ 2,192.32
		16-00441	ABSOLUTE FIRE PROTECTION	LADDER 2 REPAIRS	\$ 4,412.05
PS POLICE	IOPERATING	15-00273	ELECTRONIC SERVICE SOLUTIONS	FIX PD RADIOS	\$ 91.90
		15-02802	DRAEGER SAFETY DIAGNOSTICS	ALCOTEST RE-CALIBRATION	\$ 375.50
		15-03823	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 2,749.03
		15-04186	RIVERFRONT CAR WASH	AUGUST 15 TO OCTOBER 15 BILL	\$ 687.00
		15-04391	SIRCHIE FINGERPRINT LABORATORY	SUPPLIES FOR DETECTIVE BUREAU	\$ 2,832.97
		15-04572	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 4,170.12
		16-00577	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 1/16	\$ 941.71
		16-00335	EXXONMOBIL FLEET GECC	GASOLINE FOR 1/16	\$ 18,645.69
UNCLASSIFIED GASOLINE	IOPERATING	16-00470	HOBOKEN VOLUNTEER AMBULANCE	CY2016 CONTRIBUTION 1 OF 2	\$ 20,000.00
UNCLASSIFIED HOBOKEN VOLUNTEER	IOPERATING	16-00167	ALFONSO J. TARTAGLIA	MEDICARE PART B REIMBURSEMENT	\$ 1,153.90
UNCLASSIFIED INSURANCE	IOPERATING	16-00170	JOY D. CHRISTIANS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00171	VINCENT ANDREULA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00174	PART D ADVISORS, INC.	MONTHLY MEMBER FEES	\$ 945.00
		16-00204	ROSEANNE C. ANICICH	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00210	ELIZABETH LABOOK	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00213	JOSEPHINE FITZGIBBONS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00214	JUDE M. FITZGIBBONS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00215	FRED FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 1,153.90
		16-00216	ALICIA M SERINO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00217	MARIO MERCADO JR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00219	ROSEMARIE HOWE	MEDICARE PART B REIMBURSEMENT	\$ 1,153.90

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED INSURANCE	IOPERATING	16-00220	JOANN SERRANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00221	JOHN R HOWE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00223	DAMIAN J UVA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00254	MICHAEL TAGLIERI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00255	JAMES J. RONGA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00274	LAWRENCE S. WALLINGTON	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		16-00275	DANIEL GILYARD	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00276	MICHELINA MONACELLI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00277	PATRICIA ROMANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00282	JOANN M. DOLAN	MEDICARE PART B REIMBURSEMENT	\$ 1,153.90
		16-00283	ARTHUR R KIRSCHNER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00284	EILEEN KIRSCHNER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00285	GRACE PECK	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00288	ANTHONY ARNONE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00289	STEPHANIE HOTTENDORF	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		16-00298	PAUL LANZO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00299	CARMEN BURGOS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00300	JOSEPHINE A CASTLE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00301	DAVID J CASTLE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00307	CARMEN V. LABRUNO	MEDICARE PART B REIMBURSEMENT	\$ 1,397.50
		16-00308	VERONICA E. WALSH	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00309	ELAINE DE PINTO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00310	ANGELO A. MIGLIACCIO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00311	EDWARD G. HODGE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00312	SHARON V. HODGE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00313	HARRY W. KORTMAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00388	CHERYL E BEHRENS	MEDICARE PART B REIMBURSEMENT	\$ 1,734.80
		16-00389	JAMES J. BEHRENS	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		16-00390	CAMILLE TOTARO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00391	PATRICK TOTARO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00393	FRED STANKIEWICZ	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00394	PHYLLIS STANKIEWICZ	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00397	PETER J FALCO	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80
		16-00431	GEORGE H. PRESTON	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00432	ELIZABETH A. FALCO	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		16-00433	FRANCES A PRESTON	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00436	MARY C. TREMITIEDI	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60
		16-00449	MARY RUSSO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00458	MARIE MURTHA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00461	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #4 JAN 2016	\$ 198,377.29

**CITY OF HOBOKEN
CLAIMS LISTING
FEBRUARY 17, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED INSURANCE	IOPERATING	16-00462	BLUE CROSS-BLUE SHIELD OF NJ	PRESCRIPTION INS FEBRUARY 2016	\$ 476,577.51
		16-00689	NATIONWIDE LIFE INSURANCE CO.	FEB '16 STOP LOSS-GROUP HEALTH	\$ 61,146.88
UNCLASSIFIED TELEPHONE	IOPERATING	16-00557	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 2/16	\$ 797.05
		16-00576	CABLEVISION LIGHTPATH, INC.	INTERNET SERVICES 1/16	\$ 3,931.35
		16-00579	VERIZON WIRELESS	CELL SERVICES 12/27-1/26/16	\$ 8,159.78
		16-00580	VERIZON	TELEPHONE SERVICES 12/15	\$ 13,184.43
		16-00581	CABLEVISION SYSTEMS CORP.	MODEM SERVICES 1/16	\$ 1,274.23
		UNCLASSIFIED/STATIONERY	IOPERATING	15-00010	W.B. MASON CO., INC.
	ITRUST REC FEES	15-00010	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 749.50
ES ROADS	IOPERATING	16-00683	DEE-EN ELECTRICAL CONTRACTING	SNOW REMOVAL VARIOUS LOCATIONS	\$ 12,319.30
Grand Total					\$ 2,531,409.88

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>14-Jan-15</u>	TO	<u>27-Jan-16</u>	Paydate	<u>2/3/2016</u>	
<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	6-01-20-105	12,636.27	0.00	0.00	12,636.27
MAYOR'S OFFICE	6-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	17,477.10	0.00	0.00	17,477.10
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	6,876.03	0.00	0.00	6,876.03
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	20,403.04	527.40	0.00	20,930.44
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	26,438.44	660.91	0.00	27,099.35
Sick Incentive		0.00	0.00	200.00	200.00
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,462.26	0.00	0.00	9,462.26
Retro Pay		0.00	0.00	399.99	399.99
ASSESSOR'S OFFICE	6-01-20-150	13,641.87	0.00	0.00	13,641.87
Retro Pay		0.00	0.00	8,730.63	8,730.63
CORPORATE COUNSEL	6-01-20-155	5,985.20	0.00	0.00	5,985.20
Vacation		0.00	0.00	5,971.19	5,971.19
COMMUNITY DEVELOPMENT	6-01-20-160	7,842.48	0.00	0.00	7,842.48
Retro Pay		0.00	0.00	226.93	226.93
PLANNING BOARD	6-01-21-180	2,177.73	0.00	0.00	2,177.73
ZONING OFFICER	6-01-21-186	5,043.37	0.00	0.00	5,043.37
Sick Incentive		0.00	0.00	200.00	200.00
HOUSING INSPECTION	6-01-21-187	7,075.28	609.36	0.00	7,684.64
CONSTRUCTION CODE	6-01-22-195	26,258.65	387.54	0.00	26,646.19
Sick Incentive		0.00	0.00	1,000.00	1,000.00
POLICE DIVISION	6-01-25-241-011	501,700.12	46,382.46	0.00	548,082.58
Sick Incentive		0.00	0.00	1,500.00	1,500.00
Worker's Comp		0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN	6-01-25-241-016	36547.94	2,807.16	0.00	39,355.10
POLICE DIVISION CLAS: CLASS II	6-01-25-241-015	13,660.00	0.00	0.00	13,660.00
Court Time	6-01-25-241-013	0.00	0.00	300.00	300.00
CROSSING GUARDS	6-01-25-241-012	10,624.98	0.00	0.00	10,624.98
Worker's Comp		0.00	0.00	302.96	302.96
TRAFFIC CONTROLLERS	6-01-25-241-012	4,818.50	782.25	0.00	5,600.75

EMERGENCY MANAGEMENT	6-01-25-252	17,104.06	4,280.40	0.00	21,384.46
Stipend		0.00	0.00	1,269.20	1,269.20

<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	6-01-25-266	466,163.25	11,785.77	0.00	477,949.02
Sick Incentive		0.00	0.00	1,100.00	1,100.00
FIRE CIVILIAN	6-01-25-266-016	24,434.27	0.00	0.00	24,434.27
Worker's Comp		0.00	0.00	1,234.88	1,234.88
STREETS AND ROADS	6-01-26-291-011	16,849.86	1,684.70	0.00	18,534.56
Snow Removal	6-01-26-291-015	0.00	24,213.78	0.00	24,213.78
ENV SRVCS DIR OFFICE	6-01-26-290	5,449.66	0.00	0.00	5,449.66
RECREATION SEASONAL EMP	6-0128370016	1,756.00	0.00	148.80	1,904.80
CENTRAL GARAGE	6-01-26-301	13,678.29	921.12	0.00	14,599.41
SANITATION	6-01-26-305	18,950.21	1,243.41	0.00	20,193.62
Worker's Comp		0.00	0.00	378.70	378.70
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	24,417.55	0.00	0.00	24,417.55
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	14,680.70	340.50	0.00	15,021.20
RENT STABILIZATION	6-01-27-347	8,943.53	0.00	0.00	8,943.53
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	10,765.89	0.00	0.00	10,765.89
PARKS	6-01-28-375	15,097.50	767.22	0.00	15,864.72
PUBLIC PROPERTY	6-01-28-377	29,681.00	2,646.78	0.00	32,327.78
O & M TRUST	T-24-20-700-020	4,125.53	317.46	0.00	4,442.99
MUNICIPAL COURT	6-01-43-490	39,238.63	0.00	0.00	39,238.63
PARKING UTILITY	6-31-55-501-101	153,088.47	26,600.25	0.00	179,688.72
Vacation		0.00	0.00	480.75	480.75
Worker's Comp		0.00	0.00	762.59	762.59
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,936.21	0.00	2,936.21
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	3,286.97	0.00	3,286.97
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	1,336.50	0.00	0.00	1,336.50
Energy Strong Fund	T-03-04-000-049	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
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	45,066.00	45,066.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	9,165.68	9,165.68
HLTH INS EMP WAIV COMP	6-01-30-400-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	6-31-55-501-103	0.00	0.00	0.00	0.00
GRAND TOTAL		1,624,791.70	133,181.65	82,773.73	1,840,747.08
					1,840,747.08

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE “MEALS ON WHEELS” PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the “Meals on Wheels” and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and,

WHEREAS, Hoboken wishes to try and keep these programs alive, by way of the City’s financial assistance and guarantee of the program for CY2016, at \$15,590.25 per quarter with a credit of \$11,339.00 for overpayments in CY2015 due to a miscalculation by NJRCOM, or \$51,022.00 total to be paid in CY2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$51,022.00 is available in the following appropriation 6-01-23-222-020 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed;

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council that, subject to the adoption of like resolutions by all other municipalities in the NHRCM, the City of Hoboken shall agree to contribute its proportionate share of the cost of the Meals on Wheels program; and,

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2015 shall be for Meals on Wheels and for Nutrition Supplement, **for a total contribution of \$51,022.00 (\$15,590.25/Quarter minus a \$11,339.00 overpayment credit from CY2015)**; and,

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute, attest, seal and deliver such documents as are necessary and appropriate to carry out the purposes and intent of this Resolution, in form satisfactory to the Corporation

Counsel; and,

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

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

936,850.00

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38TH Street Rm. 216
UNION CITY, N.J. 07087
Phone: 201-866-5815 Fax 201-866-5005

Executive Director
Dr. Nicholas J. Cicco

Chairman
Mayor Gerald R. Drasheff

February 8, 2016

Mr. Al Dineros
Purchasing Agent
Hoboken Town Hall
94 Washington Street
Hoboken, N.J. 07030

Dear Mr. Dineros,

This is to request Local Match Shares for FY-2016 for operation of the Senior Nutrition, Meals-On-Wheels Program and, Nutrition Supplement in the amount of \$62,361 (\$15,590.25 per qtr.) for 1st Quarter (Jan., Feb., March).

Thank you.

Yours truly,

Theresa Altamura
Project Director
Senior Nutrition Pgm.

TA/tra

Overpaid \$ 11,339.00
Owe 4,257.25
1 Qtr

~ FAX COVER SHEET ~

DATE: 2/8/16

TO: Al

FROM: Terry Dorth Hudson Regional Council of Mayors

NUMBER OF PAGES INCLUDING THIS TRANSMITTAL COVER SHEET: _____ IF ANY OF THIS TRANSMISSION IS MISSING/UNCLEAR PLEASE NOTIFY US A.S.A.P.

◇ URGENT

◇ REPLY ASAP

◇ CONFIRM RECEIPT

◇ PLEASE COMMENT

◇ FOR YOUR REVIEW

RE:

Hi Al I'm sending you corrected letter for 1st quarter payment, its 15,590.75

I'm asking you local match 2015 so you can see overpayment your payment for 2015 should have been

NORTH HUDSON
REGIONAL COUNCIL OF MAYORS
400 38th Street, Rm. 216
Union City, New Jersey 07087

62,361

NOT 73,700

Fax # 201 866-5005

Receiving Fax # 201 420 2009

Vendor: 02074 NORTH HUDSON REGIONAL COUNCIL
PO: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB

18,425.

Check Date: 03/05/15 Check Amount: \$*****18,425.

CITY OF HOBOKEN - GENERAL FUND

No. 206109

REFERENCE/DESCRIPTION	NET AMOUNT
DETACH BEFORE DEPOSITING	

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A



CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

investorsBank
Banking in your best interest.
Clifton Avenue Branch, Clifton, NJ 07002
Investors 24 Hour Service, 1-888-444-4466

No. 206109

55-7203

GENERAL FUND

DATE

CHECK NO.

AMOUNT

03/05/15

206109

\$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

TO THE
ORDER
OF

NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR: NUTRITION
400 38TH STREET
UNION CITY, NJ 07087

George S. ...
George S. ...

⑆ 206109 ⑆ ⑆ 22127203 ⑆ ⑆ 205990076 20 ⑆

doc: 02074 NORTH HUDSON REGIONAL COUNCIL
: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB

18,425.00

Check Date: 04/16/15 Check Amount: \$*****18,425.00

OF HOBOKEN - GENERAL FUND

No. 206557

REFERENCE/DESCRIPTION

NET AMOUNT



DETACH BEFORE DEPOSITING

DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A COPY



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HOBOKEN, N.J. 07030-4565



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Investors 24 Hour Service, 1-888-444-4466

No. 206557

55-7209/22-12

GENERAL FUND

DATE

CHECK NO.

AMOUNT

04/16/15

206557

\$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

THE
CITY
OF

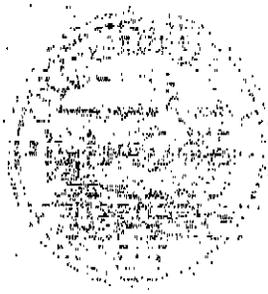
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈ 206557⑈ ⑆ 221272031⑆ 2059900762⑈

Check Date: 12/17/15 Check Amount: \$*****36,850

CITY OF HOBOKEN - GENERAL FUND

No. 208124

REFERENCE/DESCRIPTION	NET AMOUNT
3rd + 4th quarter	
	
DETACH BEFORE DEPOSITING	

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS - SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE - MISSING A FEATURE INDICATES A



CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

GENERAL FUND

DATE
12/17/15



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Investors 24 Hour Service, 1-888-444-4466

CHECK NO.
208124

No. 208124

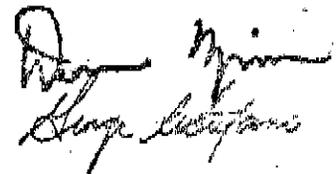
AMOUNT
\$*****36,850.00

65-72036

Thirty six Thousand Eight Hundred Fifty AND 00/100 Dollars

TO THE
ORDER
OF

NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY, NJ 07087



⑈ 208124 ⑈ ⑆ 22127203 ⑆ ⑆ 2059900762 ⑈

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH
VICTOR AFANADOR, ESQ. OF LITE DEPALMA AS SPECIAL LEGAL COUNSEL- RENT CONTROL
LITIGATION COUNSEL FOR THE CONTINUATION OF OUTSTANDING CY2014 AND CY2015
MATTERS TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH NO CHANGE IN THE
NOT TO EXCEED AMOUNT**

WHEREAS, service to the City as Special Counsel –Rent Control Litigation 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 previously awarded a contract to **Lite DePalma** for the services of Victor Afanador, Esq., for legal services related to CY2014 and CY2015 Rent Control Litigation, and the City now wishes to extend that contract term for purposes of continuation of those matters without increasing the not to exceed amount (there is \$63,000.00 remaining appropriated from the original NTE amount of \$141,500.00 as of 2/1/2015); and,

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

WHEREAS, certification of funds is not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, (*a majority of the full council concurring*) that the contract with **Lite DePalma** to represent the City as Special Legal Counsel- Rent Control Litigation Counsel be extended for both outstanding CY2014 and CY2015 matters, for a term to expire December 31, 2016, with no change in the not to exceed amount; and

BE IT FURTHER RESOLVED, the contract shall include all the terms of the original contract and this contract shall not be for a sum certain but rather, a retainer, the level of representation in 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 **Lite DePalma**; and

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

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

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

Meeting date: February 17, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
CITY OF HOBOKEN AND MONROE 113 REALTY LLC, OWNER OF
BLOCK 28 LOTS 7-11 (a/k/a 113-121 Monroe Street), FOR USE AND MAINTENANCE OF
A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Monroe 113 Realty LLC, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, Hoboken, represented by Gary Mezzatesta, such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and Monroe 113 Realty LLC, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, shall be subject and limited to the details and specifications included in the attached Application, All County Surveying location survey, and Minervini Vandermark Architecture drawing sheets F-1, F-2 and F-3 dated 01/13/2016;
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: February 17, 2016

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **MONROE 113 REALTY LLC**, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, Hoboken, NJ 07030, represented by Gary Mezzatesta (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

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

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing four (4) stoops each 4 feet 8 inches wide by 5 feet 6 inches deep; three (3) planting beds, bed #1 4 feet 8 inches wide by 4 feet deep, bed #2 14 feet 3 inches wide by 4 feet deep, and bed #3 16 feet 3 inches wide by 4 feet deep, each finished with curbing and a decorative fence 18 inches high; and four (4) window bays each 13 feet wide by 2 feet deep extending from floors 2, 3 and 4; and planting of four (4) street trees each with a 3 foot by 5 foot tree pit finished with a matching tree guard adjacent to the building fronting onto Monroe Street; and

WHEREAS, the area of encroachment along Monroe Street will leave not less than 7 feet of unobstructed pedestrian egress along the block frontage; and

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

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

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

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 28 Lots 7-11, to construct four (4) stoops each 4 feet 8 inches wide by 5 feet 6 inches deep; three (3) planting beds, bed #1 4 feet 8 inches wide by 4 feet deep, bed #2 14 feet 3 inches wide by 4 feet deep, and bed #3 16 feet 3 inches wide by 4 feet deep, each finished with curbing and a decorative fence 18 inches high; and four (4) window bays each 13 feet wide by 2 feet deep extending from floors 2, 3 and 4; and to plant four (4) street trees each with a 3 foot by 5 foot tree pit finished with a matching tree guard adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Monroe 113 Realty LLC, owner in fee of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, Hoboken, NJ, represented by Gary Mezzatesta.

Signed: _____

Printed: _____,
Gary Mezzatesta representing Monroe 113 Realty LLC
Owner of 113-121 Monroe Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

113-121 Monroe Street, Hoboken

Block: 28

Lot(s): 7-11

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant:

Monroe 113 Realty LLC

Owner (if other than Applicant):

Address:

710 CLINTON STREET
HOBOKEN, NJ 07030

Address:

Date Received:

1-13-2016

Phone:

323-804-2359

Phone:

e-mail:

GARY@THEAURUMGROUP.COM

e-mail:

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

ENCROACHMENT AREAS:

STOOP @ 4'-8" wide x 5'-6" deep = 26 SQ FT each x 4 = 102 SQ FT - Concrete treads, brick sides
PLANTER 1 @ 4'-8" wide x 4' deep = 17 SQ FT - concrete curb
PLANTER 2 @ 14'-3" x 4' = 57 SQ FT - concrete curb
PLANTER 3 @ 16'-3" x 4' = 65 SQ FT - concrete curb
OVERHANGING BAY 1 @ 13'-0" wide x 2' deep = 26 SQ FT - brick / glass
OVERHANGING BAY 4 @ 13'-0" wide x 2' deep = 26 SQ FT - brick / glass

TOTAL = 293 SQ FT

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

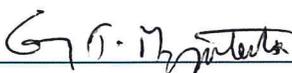
The facade is 125' in length. The bay encroachments help to visually reduce the scale of the building to better fit the context. The sidewalk is 16' wide. Planter encroachments are proposed to soften / screen the parking at grade. Stoops proposed are an architectural feature in keeping with the Master plan recommendations.

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

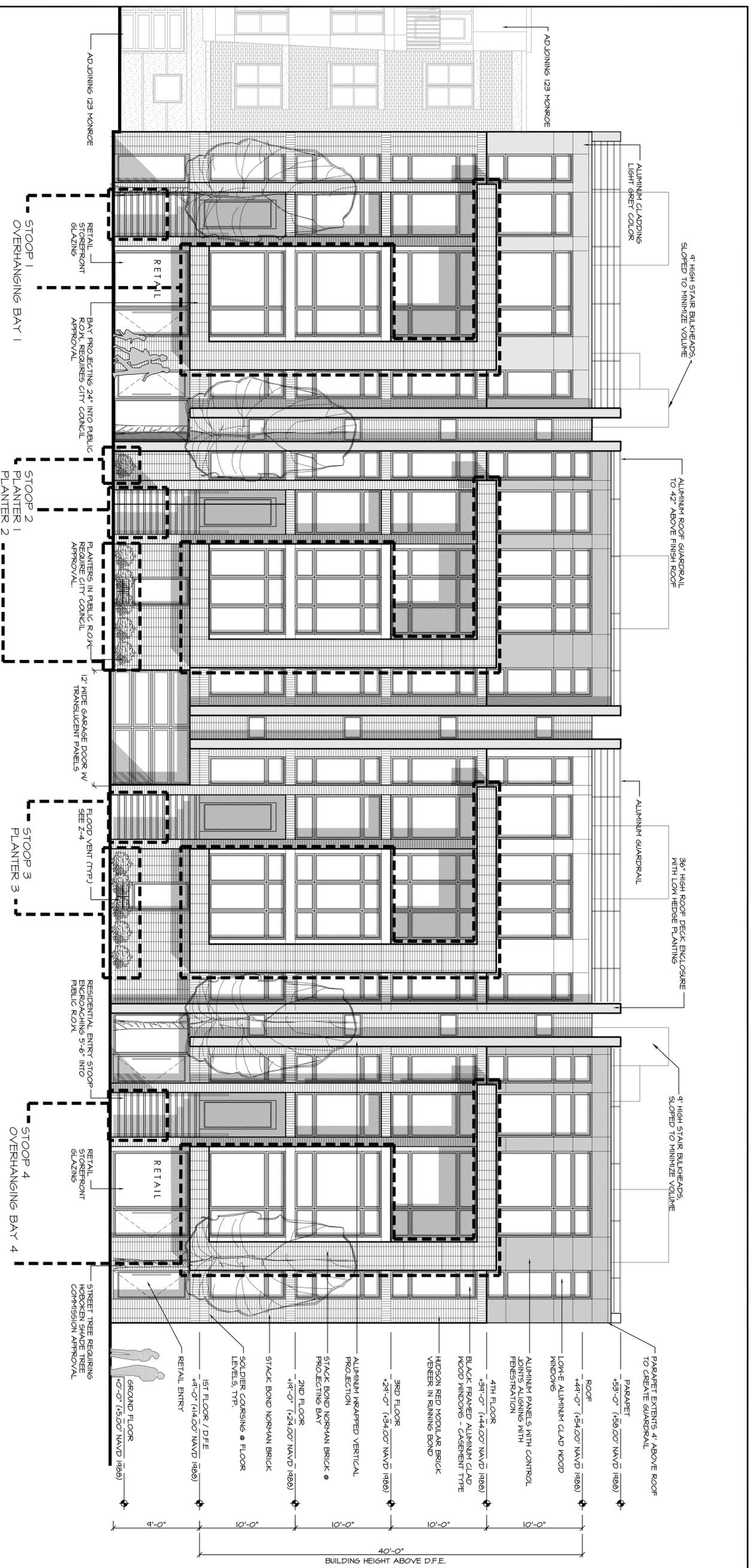
Planning Board Approval subject to minor revisions (which have been submitted) has been obtained.

Documents provided with application; check all that apply:

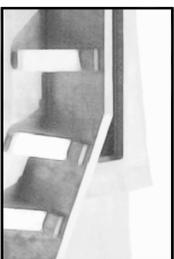
- Survey Architectural drawings Metes and bounds detail for the area of encroachment Prior approvals
 Other: _____


Applicant's signature

1-13-16
Date



1 STREET ELEVATION SHOWING ENCROACHMENTS INTO R.O.W.
 SCALE: 1/8" = 1'-0"



**Minervini Vandemark
 Architecture**

Minervini Vandemark, LLC
 360 Fourteenth St.
 Hoboken, New Jersey, 07030
 Tel: 201-386-0637
 Fax: 201-386-0628
www.mvarchitecture.com



Frank J. Minervini, AIA
 NJ License # 12976
 NY License # 03 0297 63

Anthony C. Vandemark, Jr. AIA
 NJ License # 17698
 NY License # 32710-1

#	Date	Revision
-	01/13/16	Franchise

Project Number : 15-1244
 Drawn by : AJM
 Checked by : FJM, ACV
 Scale: : As noted

Client
 MONROE 113 REALTY LLC

Address
 113-121 MONROE STREET
 HOBOKEN NJ 07030
 BLOCK 28, LOTS 7-11

Project Description
 PROPOSED 4 STORY OVER DFE
 BUILDING WITH 8 RESIDENTIAL
 UNITS OVER GROUND LEVEL
 PARKING & RETAIL

Street Title
 FRANCHISE AGREEMENT
 STREET ELEVATION
 SHOWING
 ENCROACHMENTS INTO
 R.O.W.

Drawing No.

F-2

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

RESOLUTION TO APPROVE THE PAYMENT OF THE REMAINING OUTSTANDING AMOUNT OF THE JUDGMENT BALANCE FOR BLOCK 12, IN THE MATTER KNOWN AS CITY OF HOBOKEN V. PONTE, HUD-L-4095-12, IN ACCORDANCE WITH THE JUDGMENT, FROM THE MUNICIPAL OPEN SPACE TRUST FUND, IN THE REMAINING OUTSTANDING AMOUNT OF \$1,546,000.00

WHEREAS, the City of Hoboken is currently involved in the matter known as City of Hoboken v. Ponte, HUD-L-4095-12 regarding Block 12; and,

WHEREAS, the Court has entered a judgment in the amount of \$4,483,000.00, of which the City previously paid \$2,937,000.00 as the down payment, leaving a judgment balance of \$1,546,000.00; and,

WHEREAS, the City seeks to pay the judgment balance from the City’s Municipal Open Space Trust Fund, T-26-56-850-851, which is proper under such circumstances since the judgment is for condemnation and acquisition of the property known as Block 12 by the City, and funds to cover the judgment balance are available in said Trust.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council consents to the payment of the judgment balance, \$1,546,000.00, by the Administration from the Municipal Open Space Trust Fund, T-26-56-850-851, and consents to all action taken by the Administration in accordance with the terms of said judgment, including without limitation final payment of the judgment amount from the City’s aforementioned funds without contest or the need for a separate claim approval.

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Meeting Date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Introduced by: _____

Seconded by: _____

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

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO FACILITY DUDE FOR CY2016 FACILITY MAINTENANCE SOFTWARE TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 – FEBRUARY 17, 2017) WITH A NOT TO EXCEED AMOUNT OF THIRTY FOUR THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND FIFTY SIX CENTS (\$34,466.56)

WHEREAS, goods and service to the City for facility maintenance software and related consulting is proprietary in nature; 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 \$17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, February 17, 2017; and

WHEREAS, the City now seeks to contract with Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed \$34,466.56 per their two attached proposals; and

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

WHEREAS, Facility Dude has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor 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 vendor 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 \$34,466.56.00 is available in the following appropriations: _____ in the CY2016 temporary appropriation; 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 CY2016 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 Facility Dude for said services in accordance with the attached two proposals in an amount not to exceed \$34,466.56 per their two attached proposals.

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

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

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

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

intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

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

Bill Herzog
 Facility Dude
 bill.herzog@facilitydude.com
 (919) 674-8778 - office
 (440) 221-5563 – mobile

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: January 13, 2016

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: Online Facility Maintenance Software

Contract to be awarded to: Facility Dude.com

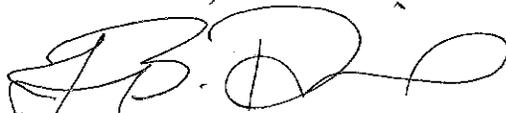
Contract Period: One Year

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

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

By



AL B. Dineros, QPA, City of Hoboken

Certified Date: 1/14/2016

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

ENTITY	THRESHOLD AMOUNT	TIME FRAME
Candidate of elective municipal office in Hoboken	\$300.00	One year before contract execution through One year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	One year before contract execution through One year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	One year before contract execution through One year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	One year before contract execution through One year after contract completion
Any Hudson County political committee	\$500.00	One year before contract execution through One year after contract completion
Any Hudson County political party committee	\$500.00	One year before contract execution through One year after contract completion
Any Hoboken political committee	\$300.00	One year before contract execution through One year after contract completion
Any Hoboken political party committee	\$300.00	One year before contract execution through One year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	One year before contract execution through One year after contract completion
Combined Total of All Contributions Regulated (above)	\$2500.00	One year before contract execution through One year after contract completion

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Dude Solutions, Inc. dba FacilityDude.com

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Kent Hudson</u> Home Address: <u>11000 Regency Pkwy., Ste. 110 Cary, NC 27518</u>	Name: <u>R. Lee Prevost</u> Home Address: <u>11000 Regency Pkwy., Ste. 110 Cary, NC 27518</u>
Name: <u>Warburg Pincus</u> Home Address: <u>450 Lexington Ave. NY, NY 10017</u>	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15th day of January, 2016
(Notary Public) Delia M. Millsaps Notary Public Blair Carter VP of Sales
My Commission expires: 4/9/16 Chatham County (Print name & title of affiant)
NORTH CAROLINA (Corporate Seal)



SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES.

**FACILITY
DUDE**[®]

11/14/2014

Quentin Wiest
City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

Dear Quentin,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other affordable online solutions that are built exclusively for organizations just like City of Hoboken. Pricing is based on your total population.

Total Population: 50,005

Item	Term	Investment
MaintenanceEdge	Annual	\$11,682.00
MaintenanceEdge - Quick Start	One Time	\$3,139.50

2016

Total Initial Investment Starting January 1, 2015 (Including November and December 2014):	\$14,821.50
--	--------------------

Beginning January 1, 2016 the annual renewal amount is: **\$11,682.00***

*Beginning January 1, 2016 the Terms and Conditions agreed upon as part of the proposal dated January 11, 2016 shall govern the continued use and access of MaintenanceEdge.

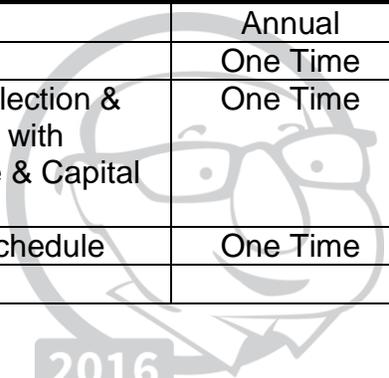
1/11/2016

Quentin Wiest
City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

Dear Quentin,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other online solutions that are built exclusively for organizations just like yours. Pricing is based on the total square footage of your facility as well as the level of detail of the assessment.

Item	Term	Investment
Capital Forecast	Annual	\$3,980.00
Capital Forecast QuickStart	One Time	\$2,300.00
Equipment Inventory Data Collection & Facility Condition Assessment with Report (For MaintenanceEdge & Capital Forecast)	One Time	\$15,235.00
EMG Planned Maintenance Schedule	One Time	\$1,269.56
		\$22,784.56


Annual Renewal for Capital Forecast \$3,980.00

Scope of Work: Equipment Inventory Data Collection & Facility Condition Assessment

The following is meant to provide details on deliverables that FacilityDude will provide on assignments in partnership with EMG. The condition assessment will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions
- Digital photos of key components and deficiencies as an Appendix in the narrative
- 20 year capital Reserve table with systems and component replacement costs and dates
- Populate systems level detail into FacilityDude Capital Forecast application
- Populate major equipment level detail into FacilityDude MaintenanceEdge application

The purpose of the partnership facility condition assessment is to assess the facilities based on the following scope, provide collected data for import into FacilityDude's MaintenanceEdge and Capital Forecast tools and provide narratives that summarize assessment observations and comments.

A. Condition Assessment and Asset Inventory

The FD-Capital Forecast field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems.

FacilityDude's partner EMG will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
 - Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report will be prepared.
 - Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, parks assets, fire stations...)
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, FacilityDude's partner EMG will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

1) Heating System

Identify boilers, furnaces, and major labeled equipment.

2) Ventilation System

Identify the ventilation systems at the property and assess its overall condition.

3) Air Conditioning System

Identify the material air-conditioning components, including cooling towers, chillers, and major labeled equipment. Excluded are window units, terminal units, above ceiling equipment, thermostatic controls.

4) Roofing System

EMG will identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.

5) Electrical System

Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators and main distribution panels. Excluded are step down transformers.

6) Plumbing

Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).

7) Vertical Transportation

Identify the existing vertical transportation equipment and provide an overall assessment. EMG will detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.

8) Building Envelope

Identify the material elements of the building exterior, to include walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.

9) Structural Components

Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.

10) Site Paving

Observe and evaluate the site paving components including paving, curbs, drains and sidewalks.

11) Commercial Kitchen

- Major equipment (above approximately \$2000 value)
 - Walk-in freezer and refrigerator equipment
 - Ovens, stoves, broilers, grills
 - Reach-in refrigerators and freezers
 - Dishwashers
 - Fryers

12) Life Safety/Security

- High Level (system level) -for identification to track maintenance
 - Alarm Panels
 - Emergency Generators
 - Exhaust hood fire suppression

NOTE TO HEALTHCARE CLIENTS: The level of data collection provided in this service provides much of what is required under current Joint Commission guidelines, but it DOES NOT provide complete Joint Commission Utility System Compliance.

B. Evaluation–

At the conclusion of the assessment(s), FacilityDude will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for “immediate” and “capital repair” costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. EMG shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, “user-friendly” summary of the property’s observed condition and estimated costs assigned by category.

C. Cost Estimating–

Each single building report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

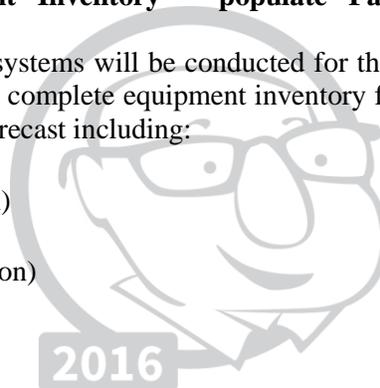
In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

FacilityDude’s partner EMG uses the Unifomat system and the RS Means model for cost estimating. EMG maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published RS Means’ models.

D. Building Systems Equipment Inventory – populate FacilityDude Capital Forecast and MaintenanceEdge tools

An asset survey of major building systems will be conducted for the purpose of noting remaining useful life of major building equipment. A complete equipment inventory for each system will be recorded with information populated to Capital Forecast including:

- Building name
- System name (classification)
- Subsystem name (type)
- Component name (description)
- Unit of measure
- Quantity
- Asset tag number
- Manufacturer
- Model
- Serial Number
- Date put in service (if available)
- Condition
- Remaining useful life
- Replacement cost
- Notes



PM Schedule Creation: Delivered through DudeSolution’s Certified Partner: EMG Corp

Confirm the asset inventory collected:

- The asset inventory collected will be reviewed with your staff and then imported into your Dude maintenance solution

PM Schedule Gathering

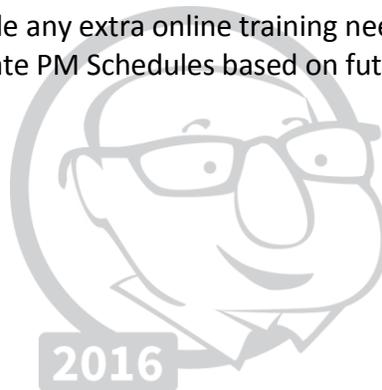
- EMG Corp will review PM Task Check-Off Lists with client
- PM Schedules will be generated off the asset inventory collected by EMG Corp based on classifications and types at client's various locations
- Client will provide technicians or contractors in system that PM Schedules should be linked to and confirm the frequency and start date for PM Schedules
- EMG will provide a list of PM Schedules via Excel file for client to confirm the load balancing for maintenance staff

PM Schedule Creation

- Following above activity, PM Schedules will be imported into clients Dude solution
- ***Maximum PM Schedules Created = up to 35 per building**

PM Training

- The Dude will provide any extra online training needed for client staff to run reports and to update PM Schedules based on future needs.



Terms of Service:

- Proposal has been prepared for City of Hoboken.
- Proposal is valid for 30 days.

- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 45 days.
- City of Hoboken maintains it is exempt from sales tax. A copy of your Tax Exemption Certificate must be sent to accounting@facilitydude.com. FacilityDude must include sales tax on invoices unless this document is on file.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Services will be scheduled upon written acceptance of the terms and conditions of the proposal.
- Pricing is based on FacilityDude having at least 1 months' notice for booking service for travel and living reservations.
- Typical service dates are scheduled 8 to 10 weeks in advance.
- Service dates are scheduled Monday-Friday. Federal, state and local holidays exempted.
- A service day is defined as up to 8 hours per day.
- Escort to be provided during onsite visit, particularly for access to locked and hidden areas.
- If a service day is rescheduled or cancelled by City of Hoboken., then City of Hoboken is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Dude Solutions maintains the necessary liability insurance for their products and services. Proof of insurance shall be provided as an attachment to the executed agreement between the parties prior to work commencing.
- Although the terms of this document control, all other conditions of use can be found in the attached Terms of Use document.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

BILL HERZOG

Representative Name

1/11/2016

Date

ACCEPTED BY:

Customer Signature

Date

Print Name

Position

Please address the purchase order to:

FacilityDude.com
11000 Regency Parkway #110
Cary, NC 27518

***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or sales@facilitydude.com.**

FacilityDude Agreement

Modified Terms of Use

Prepared for
City of Hoboken

February 10, 2016

These Terms of Use (together with all other documents incorporated by reference, in each case as amended from time to time, this "Agreement") is the legal and binding instrument by and between you and FacilityDude.com and shall govern your access and use of the Service, including access to the system, data transmission, access and storage. YOUR REGISTRATION FOR, OR USE OF, THE SERVICE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THIS AGREEMENT, WHETHER YOU PURCHASE DIRECTLY, THROUGH ONE OF OUR OTHER DISTRIBUTION CHANNELS OR WHETHER IT IS INCLUDED AS PART OF A SERVICE CONTRACT BY A THIRD PARTY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT COMPLETE YOUR REGISTRATION AND YOU MAY NOT ACCESS OR USE THE SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE A COPY OF IT.

Price and Payment

You will pay or your third party agreement party shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. FacilityDude.com must be provided with a valid credit card or purchase order information as a condition to signing up for the Service, except for trial periods which allow you to try the service for a limited time after which FacilityDude.com must be provided with a valid credit card or purchase order information as a condition for continued service. You or your third party must also report and pay any applicable taxes to the appropriate governmental agency. Purchase orders may be subject to credit approval. We maintain the right to escalate our service fees upon client renewal.

Charges

FacilityDude.com will automatically renew and bill your credit card or issue an invoice to you or your third party paying for the service as follows: (a) every year for annual subscriptions, or (b) upon the commencement of the annual term and then at each subsequent anniversary of that initial term for continuous annual subscriptions, or (c) monthly invoicing or charges if payment terms are set up on a monthly billing program. The renewal charge shall be equal to the then current pricing schedule which is based on your number of facilities and/or your total square footage, unless FacilityDude.com notifies you in advance to the contrary. You will have 30 days after the date that any renewal fee is posted to notify FacilityDude.com that you wish to cancel your subscription, effective on receipt of such notification. All invoices shall be due and payable within 45 days after the invoice date.

Non-Payment

If timely payment is not received or cannot be charged to a valid credit card for any reason, FacilityDude.com reserves the right to either suspend or terminate your access to the Service and account and terminate this Agreement. If FacilityDude.com receives a cancellation notice from you, you will be obligated to pay balance due on your account. You agree that FacilityDude.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

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FacilityDude.com and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Service (the "Content") solely for your own internal business purposes. All rights not expressly granted by FacilityDude.com to you are retained.

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You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your business's sole use. Unauthorized use of the Service, or the resale of the Service, is expressly prohibited, unless other legal arrangements have been negotiated. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party.

The Service may also contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. You agree that when using a Communication Service, you shall not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

FacilityDude.com has no obligation to monitor the Communication Services. However, FacilityDude.com reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. FacilityDude.com reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Third Party Interaction

In your use of the Service, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. FacilityDude.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. FacilityDude.com maintains the right to offer advertisements on certain pages of the system.

Links to Third Party Sites

FacilityDude.com does not endorse any sites on the Internet which are linked through the Service. FacilityDude.com is providing these links to you only as a matter of convenience, and in no event shall FacilityDude.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts

A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with FacilityDude.com. To open a user account, you, your company or your third party providing the service must complete the registration process by providing FacilityDude.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you and your company's users agree to submit accurate, current and complete information about you and your organization, and promptly update such information. Should FacilityDude.com suspect that such information is untrue, inaccurate, not current or incomplete, FacilityDude.com has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service.

User Responsibilities

You are also solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify FacilityDude.com immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. FacilityDude.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by FacilityDude.com, or any transactions entered into through the Service or failure to abide by this Agreement.

Account Information and Data

FacilityDude.com does not own any data, information or material that you submit to the Service ("Data"), unless we specifically tell you otherwise before you submit it. FacilityDude.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that FacilityDude.com does provide statistical information such as usage, average costs or time values, or user traffic patterns in aggregate form to third parties or to service subscribers, but such information will not include personally identifying information about you or your organization. FacilityDude.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You and/or your third party service provider, not FacilityDude.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and FacilityDude.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. For more information, please refer to FacilityDude.com's online privacy policy below.

Use, Storage and Other Limitations

FacilityDude.com reserves the right to modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service,

the maximum disk space that will be allotted on FacilityDude.com's servers on your behalf. In the event of such modification, FacilityDude shall provide 30 days' advance notice of such modifications in writing. If you do not agree to such modifications, you may terminate this Agreement without penalty. You shall have access and download the data you input into the service for a period of no less than 30 days after input.

Termination

FacilityDude.com, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user membership upon notice to FacilityDude.com at any time. Upon termination, you will be granted a refund of any prepaid charges for the remaining term of your subscription starting within one month of our receipt of your notice less 20% of the prepaid balance. FacilityDude.com shall make available a file of Licensee's data, unless this service is provided by a third party as part of their service to you, in such case the Licensee's data shall be made available to such third party and FacilityDude.com will have no legal responsibility for such data to be provided to you. Licensee must make such request at the notification of termination to receive such file within (30) days of termination. In addition, FacilityDude.com may terminate a free account if you do not first log-on within 30 days after registration or 90 days since your last log-on. Upon termination of an account, your right to use such account and the Service immediately ceases. FacilityDude.com shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

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You shall indemnify and hold FacilityDude.com, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties

FACILITYDUDE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. FACILITYDUDE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FACILITYDUDE.COM AND ITS LICENSORS.

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IN NO EVENT SHALL FACILITYDUDE.COM'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL FACILITYDUDE.COM AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF FACILITYDUDE.COM OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL FACILITYDUDE.COM'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

CLIENT AGREES THAT FACILITYDUDE'S APPLICATIONS, INCLUDING WITHOUT LIMITATION ITS "CRISIS PLAN" APPLICATION ("CP"), ARE DOCUMENTATION TOOLS ONLY, AND THAT THE APPLICATIONS ARE NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. WITHOUT LIMITING THE FOREGOING, CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN CP, (2) ENSURING THAT CLIENT'S EMPLOYEES, CONTRACTORS AND OTHER

PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN CP, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. FACILITYDUDE SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OF CP FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Local Laws and Export Control

FacilityDude.com controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. FacilityDude.com makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Submissions

FacilityDude.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to FacilityDude.com free of charge. FacilityDude.com may use such Submissions as it deems appropriate in its sole discretion.

Notice

FacilityDude.com may give notice by means of electronic mail to your e-mail address on record in FacilityDude.com's account information, or by written communication sent by first class mail to your address on record in FacilityDude.com's account information. You may give notice to FacilityDude.com (such notice shall be deemed given when received by FacilityDude.com) at any time by any of the following: electronic mail to sales@facilitydude.com; letter sent by confirmed facsimile to FacilityDude.com at the following fax number: 919-459-3107; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FacilityDude.com at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 110, Cary, NC 27518.

Modification to Terms

FacilityDude.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time by providing 30 days' written notice prior to any modification. If you do not agree to such changes you may terminate the Agreement without penalty. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Beneficiaries

No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

General

This Agreement will be governed by New Jersey law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in New Jersey. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and FacilityDude.com as a result of this agreement or use of the Service. The failure of FacilityDude.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FacilityDude.com in writing. This Agreement comprises the entire agreement between you and FacilityDude.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.



Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION, INC. FOR THE PROVISIONS OF IMPROVEMENTS TO JEFFERSON STREET IN ACCORDANCE WITH THE CITY'S BID NO. 16-04 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$102,552.22

WHEREAS, bids were received for Improvements to Jefferson Street project, as specified in Bid Number 16 - 04; and,

WHEREAS, Seven (7) bids were received, the lowest three (3) being:

<u>VENDOR</u>	<u>TOTAL BASE BID</u>
1. Reggio Construction, Inc. 1575 West Street, Fort Lee, NJ 07024	\$102,552.22
2. American Asphalt & Milling 96 Midland Avenue Kearney, NJ 07032	\$104,023.35
3. Mark Paving Co., Inc. 77 Cutlers Dock Road Woodbridge, NJ 07095	\$137,654.65

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 04, and Reggio Construction, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$102,552.22; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$102,552.22 is available from C-04-60-714-210 in the 2016 temporary appropriations; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, 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. 16 - 04, in the total amount of One Hundred Two Thousand Five Hundred Fifty two Dollars and Twenty Two Cents (\$102,552.22) for Improvements to Jefferson Street Project ; and

said contract shall be to Reggio Construction, Inc in accordance with the specifications as set forth in Bid No. 16 - 04.

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

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: February 10, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to Award the Contract for Bid 16 - 04 –
Improvements to Jefferson Street Project**

Reference: (a) Memorandum from Boswell McClave Engineering – Feb 10, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications.

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

Total amount of the contract is not to exceed **\$102,552.22**. The vendor will be:

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



BOSWELL McCLAVE ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

February 9, 2016

Stephen D. Marks, P.P. AICP
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Improvements to Jefferson Street
Bid No. 15-26
City of Hoboken
Hudson County, New Jersey
Our File No. HO-504

Dear Mr. Marks:

On February 4, 2016, the City of Hoboken (City) received seven (7) bids for the *Improvements to Jefferson Street* project. As you are aware the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the three (3) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>
Reggio Construction, Inc. 1575 West Street Fort Lee, New Jersey 07024	\$102,552.22 Total Bid Price
American Asphalt & Milling Services, LLC 96 Midland Avenue Kearney, New Jersey 07032	\$104,023.35 Total Bid Price
Mark Paving Co., Inc. 77 Cutters Dock Road Woodbridge, New Jersey 07095	\$137,654.65 Total Bid Price

The remaining four (4) bidders submitted total bid prices ranging from \$138,813.95 to \$158,775.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Reggio Construction, Inc.

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

Stephen D. Marks, P.P., AICP
Municipal Manager
February 9, 2016
Page 2 of 2

American Asphalt & Milling Services, LLC

1. American Asphalt & Milling Services, LLC appears to have a complete submission.

Mark Paving Co., Inc.

1. Mark Paving Co., Inc. omitted the Iran Disclosure Form, Item No. 24 of the Mandatory Forms To Be Submitted With Bids..

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Bid Price for this project. Therefore, Boswell recommends that this contract be awarded to Reggio Construction, Inc. in the amount of \$ 102,552.22.

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



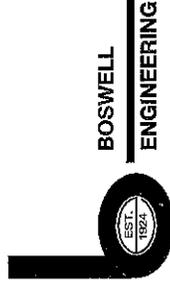
Joseph A. Pomante, P.E.
City Engineer Representative

JAP/s

Attachments

cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160209_JAPL1 Bid Recommendation.doc



INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY
ENVIRONMENTAL ENGINEERING SERVICES FOR THE
HISTORIC ASPECTS OF THE WASHINGTON STREET
REDESIGN IN AN AMOUNT NOT TO EXCEED SEVENTEEN
THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) FOR A
ONE YEAR TERM TO COMMENCE FEBRUARY 18, 2016 AND
EXPIRE FEBRUARY 17, 2017**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering, and related services, including environmental engineering services; and,

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that Excel Environmental qualified as a pool LSRP firm to provide the City with the most effective and efficient City engineering (including environmental) services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Excel Environmental for the City's environmental engineering services for **Historic Aspects of the Washington Street Redesign project** for a total contract amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, in accordance with the present proposal of Excel Environmental as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,000.00 is available in the following appropriation \$8750 to C-04-60-715-120 and \$8750 to C-04-60-715-122; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for the City's environmental engineering services for Historic Aspects of the Washington Street Redesign project for a total contract amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, in accordance with the present proposal of Excel Environmental as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal, as follows:

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

Excel Environmental
 111 North Center Drive
 North Brunswick, NJ 08902

Meeting Date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				



*Solving Environmental Problems
& Creating Redevelopment Opportunities*

February 10, 2016

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

**RE: Proposal for Historic Context Compliance, Cultural Resources
Washington Street Redesign Project
City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P12842**

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for Historic Context Compliance in connection with the finding of a Stage 1A Cultural Resources Survey conducted by RGA, Inc. (RGA) dated September 2015. To complete the scope of services, Excel will subcontract the services of RGA. This proposed scope of work is based on comments received by the City of Hoboken from NJDEP's Cultural Resources Unit in their letter dated October 29, 2015. The NJDEP letter recommends the following:

1. Provide a copy of the soil boring logs for the water main project to the Department when they are available, and we will review them to determine if additional archaeological investigation is required.
2. We recommend that the services of an architectural historian be retained to assist in designing the stormwater project components so as to be compatible with the historic districts, which will make it more likely to achieve a determination of No Adverse Effect.
3. Determine if the stormwater project will extend to within the boundaries of the Eldorado and 1202, 1204, 1206 Historic District. If it does, an Application for Project Authorization must be submitted to the NJ Historic Preservation Office.

The following scope of work is designed to address the NJDEP recommendations.



SCOPE OF SERVICES

1.0 Historic Context Compliance:

Excel and RGA are pleased to submit this proposal for reviewing Hoboken's proposed "Complete Street" plan. The purpose of the project will be to determine whether the proposed plan meets the U.S. Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) and to submit design mitigation recommendations should any planned changes not meet the Secretary's Standards. If necessary, RGA will call on the landscape design expertise of Glackin Thomas Panzak, Inc., Land Planning and Landscape Architects, to recommend specific changes based on the RGA review. RGA staff will work closely with the New Jersey State Historic Preservation Office (NJHPO) and if required, the National Park Service. The NJHPO will ultimately approve the design. The Principal Historic Preservation Planner preparing this report will meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (36 CFR Part 61).

RGA recognizes that the City, various stakeholders, and the City's consultant, The RBA Group, have worked at great lengths to develop the "Complete Street" plan. Existing conditions – the historic streetscape – undoubtedly played a major role in the design program. More recently, the City has retained T&M Associates to prepare the detailed design plan for this project. As such, RGA will work with the City and T&M staff to understand the design program, and how the City's various historic districts and eligible historic districts factor into the design scheme. RGA is fully aware of the goals of the "Complete Street" plan, which will be taken into account throughout the review process. RGA's goal is to have a full understanding of the methodology as a major – and early - component of the review.

The project staff will consist largely of Robert Wise, Principal Historic Preservation Planner. Mr. Wise has been involved in historic preservation planning and architectural review for over 25 years. His planning career began in 1993 as Sr. Planner, Historic Preservation with the Brandywine Conservancy's Environmental Management Center in Chadds Ford, Pennsylvania. Since 1997 he has been principal in his own firm, Wise Preservation Planning LLC, now merged into RGA. His work has involved drafting historic resource protection ordinances, most of which rely on the Secretary of the Interior's Standards for design review, preparing Historic Resource Impact Studies, which examine potential adverse impacts of new development and the means of mitigating those impacts. All of this work was completed while serving on or consulting with local historical commissions and architectural review boards. Having successfully drafted over 30 National Register nominations, Mr. Wise is familiar with historic context criteria and integrity considerations that often weigh-in on most potential impact related issues. Consulting with Mr. Wise will be Damon Tvaryanas, Principal Senior Historian at RGA.

Excel's role will be to coordinate efforts and streamline the process and interaction between the



design consultant T&M, cultural resources consultant RGA, the City and NJDEP. Excel will also assist to address any subsequent comments from NJDEP's Cultural Resources Unit. In order to keep this project timeline on track, this effort is critical.

The following tasks will be undertaken for the project:

- A thorough review of the proposed "Complete Street" redesign plan. In addition to reviewing the plan, Mr. Wise will request a conference with those entities that helped formulated the plan.
- A thorough review of the three historic districts which consist of the South Hoboken National Register Historic District, the South Hoboken National Register Historic District Extension, the Central Hoboken Historic District (determined eligible for the National Register of Historic Places [NRHP]) and at least 5 individual resources, such as the El Dorado Apartments, that are or may be eligible for the NRHP. The South Hoboken National Register Historic District and Extension is the Washington Street corridor; and the Central Hoboken Historic District overlays this district to the east and west. RGA's goal will be to determine the historic context and significant physical characteristics that help place these districts or buildings on or eligible for the NRHP, and ultimately how or if the proposed plan may adversely impact these elements.
- A site visit/visual inspection of Washington Street and the aforementioned historic districts.
- Determination of an Area of Potential Effects (APE) or similar delineation, which may be necessary for NJHPO review. It is likely that the APE will consist of the South Hoboken National Register Historic District and Extension. RGA does not anticipate additional areas.
- An assessment of planned changes and potential adverse impacts to NRHP (and eligible) districts and/or properties based on the Secretary of the Interior's Standards for Rehabilitation. RGA will assess each element of the plan, beginning with the overall concept to streetscape design elements. The assessment will describe the potential adverse impacts on the NRHP or eligible resources, mainly dealing with the overall historic districts and not the individual resources. The assessment will also describe the extent of the potential impacts, and if possible or where relevant, any means of mitigating those impacts. RGA will utilize the services of Glackin Thomas Panzak, Inc. if necessary for specific design recommendations. To that end alternatives will be offered for mitigation purposes. Existing design or manufacture examples may be exhibited but the report will not include actual design recommendations.



- Preparation of a report detailing the methodology, APE or similar delineation, assessment of plan vis-à-vis the Secretary's Standards, and mitigation recommendations, if necessary.

A draft report will be completed within approximately four (4) weeks from the notice to proceed. All drafts will first be submitted for client review prior to submittal to the NJHPO.

FEES FOR SERVICE

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

1.0	Preparation of a Historic Context Compliance Report	\$10,000
2.0	Excel's coordination of consulting professionals to streamline the design plan/mitigation process and interaction with the City and NJDEP	\$3,000
3.0	Glackin Thomas Panzak, Inc. - specific design recommendations, if necessary	\$4,500

The total estimated Not-to-Exceed cost to complete the scope of work is **\$17,500**.

TERMS AND CONDITIONS

Note that should less time and/or effort be required to complete the work scope, Excel will only bill for the actual hours expended and costs incurred. We will not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal.

The work outlined in this proposal will be conducted in accordance with the terms set forth in the Agreement executed by Excel and the City.

SCHEDULE/TIMELINE

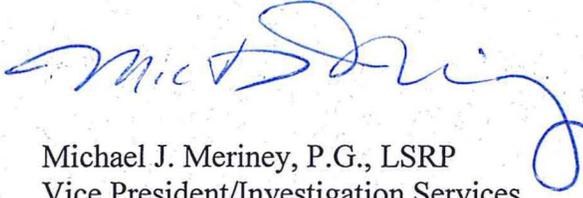
We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel and RGB can deliver the Historic Context Compliance Report within approximately 4 weeks upon authorization.



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

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.



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





State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Water Quality

Municipal Finance & Construction Element

Bureau of Environmental, Engineering & Permitting

Mail Code 401-03D

PO Box 420

Trenton, NJ 08625-0420

Phone 609-633-1170

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, NJ 07030

OCT 29 2015

Christopher A. Brown, P.P., AICP, LEED-GA
Principal Planner, City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer and Mr. Brown:

Subject: Hudson County, City of Hoboken
Stormwater management and water main replacement
NJ Environmental Infrastructure Financing Program
Project numbers S340635-07 and 0905001-001
Cultural resources review of Stage IA cultural resources survey

Report reviewed:

Stage IA Cultural Resources Survey, Washington Street Water Main Replacement and Complete Street Redesign, City of Hoboken, Hudson County, New Jersey. By Mary Lynne Rainey, RGA Cultural Resource Consultants, Inc., September 2015.

The report cited above was completed in accordance with the requirements in a letter dated July 22, 2015, in which the Department required a Stage I cultural resources survey to provide information necessary to determine if the stormwater management and water main replacement projects will have an effect on historic properties. **The Department requires additional information, described below, to determine if this project will affect historic properties. Also, please send this office one additional hard copy of the report,** as two copies were requested in our original July 22, 2015 letter.

Below-ground cultural resources

The Stage IA survey included background research and an assessment of the project area's potential to yield significant archaeological resources. The report concluded that most of the water main project area under the paved roadway where utility lines are located is disturbed and has little likelihood to yield intact soils or archaeological deposits. However, there may be portions of the stormwater management project area

where deeply buried undisturbed soils are present. These locations have medium to high potential to yield historic or prehistoric era archaeological deposits. The report recommends that the planned soil borings be examined to determine if intact soil strata are present. If there are deeply buried intact soils where archaeological deposits may be present, the report suggests that a Stage IB archaeological survey in the form of monitoring during construction may be warranted.

Above-ground cultural resources

Washington Street lies, wholly or in part, within the boundaries of several historic districts (HD). The Southern Hoboken HD, the Southern Hoboken HD extension, Central Hoboken HD, Northern Hoboken HD and the Hoboken HD have all been determined eligible for listing on the National Register of Historic Places. Additionally, the Central Business and Washington Street HD is a locally designated district. Finally, the project may encroach upon the Eldorado and 1202, 1204, 1206 Washington Street HD is listed on the National and New Jersey Registers of Historic Places.

Because the Complete Street Redesign project includes architectural and landscaping elements, the potential for these newly introduced features must be taken into consideration in order for the project and the financing program to comply with applicable historic preservation regulations, namely, Section 106 of the National Historic Preservation Act, and the historic preservation requirements of the NJEIFP, which can be found at NJAC 7:22-10. In order to achieve a Determination of No Adverse Effect, the project must be designed in such a way that new above-ground features are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Department recommends that an architectural historian be consulted and involved in the development of the design of this project, to ensure that the project is compatible with the historic districts. These plans must be submitted to the Department, which will make the determination of effect. If the project cannot satisfy this requirement, and the project is determined to have an adverse effect on historic properties, the Department will be required to consult with the federal Advisory Council on Historic Presentation, develop mitigating measures, and to execute a Memorandum of Agreement memorializing these measures.

Finally, it appears the project may encroach upon the Eldorado and 1202, 1204, 1206 Washington Street HD, which is listed on the New Jersey Register of Historic Places. If this is the case, the City of Hoboken will need to submit an Application for Project Authorization to the NJ Historic Preservation Office. Information about the Application for Project Authorization can be found at the NJ Historic Preservation Office website, at <http://www.state.nj.us/dep/hpo/2protection/njrreview.htm>. This application will be required regardless of the funding source, should the project extend to within the boundaries of the historic property.

Summary of recommendations

The Department concurs with the recommendations in the report. The following measures are required:

1. Please provide a copy of the soil boring logs for the water main project to the Department when they are available, and we will review them to determine if additional archaeological investigation is required.

2. We recommend that the services of an architectural historian be retained to assist in designing the stormwater project components so as to be compatible with the historic districts, which will make it more likely to achieve a determination of No Adverse Effect.
3. Determine if the stormwater project will extend to within the boundaries of the Eldorado and 1202, 1204, 1206 Historic District. If it does, an Application for Project Authorization must be submitted to the NJ Historic Preservation Office.

We realize this is a complex process, and we will help you navigate these requirements efficiently. Should you have any questions or wish to discuss this determination, please do not hesitate to contact me at (609) 633-1170 or via email at Elizabeth.Davis@dep.nj.gov.

Sincerely,



Elizabeth M. Davis
Supervisor, Cultural Resources Unit
Environmental Review Section

- C. Stephen Marks, City of Hoboken, *via* email smarks@hobokennj.gov
Mary Pearsall, NJ Environmental Infrastructure Trust
Jesse West-Rosenthal, NJDEP-Historic Preservation Office
Todd Taylor, NJDEP-Bureau of Safe Drinking Water
Breana Whittaker, Project Manager, NJDEP-MF&CE
Heather Knizhnik, Environmental Specialist, NJDEP-MF&CE

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOBOKEN, COUNTY OF HUDSON, NEW JERSEY,
AUTHORIZING THE CITY'S PARTICIPATION IN THE
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE
TRUST FINANCING PROGRAM AND AUTHORIZING AND
APPROVING CERTAIN ACTIONS IN CONNECTION
THEREWITH**

BACKGROUND

WHEREAS, the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey ("City") have determined to undertake a capital improvement program consisting of the acquisition of certain real property in the City identified on the official tax map as Block 10, Lots 1-7 and 30-36, all as more particularly described in the information on file in the office of the Business Administrator and available for inspection during normal business hours (collectively, the "Project"); and

WHEREAS, the City desires to seek low cost financing from the New Jersey Environmental Infrastructure Trust ("NJEIT") to finance all or a portion of the costs of the acquisition and development of the Project ("Project Financing"); and

WHEREAS, the City desires to authorize its Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk, Consulting Engineer, Corporate Counsel, Financial Advisor, Auditor and Bond Counsel to prepare and submit an application and other documentation to the NJEIT with respect to said Project Financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

Section 1. The preparation and submission of application to the NJEIT for the Project Financing is hereby authorized, approved, ratified and confirmed and the City's Bond Counsel, Consulting Engineer, Corporate Counsel, Financial Advisor and Auditor, along with other representatives of the City, are hereby authorized to prepare and submit such application and any other documents, agreement or other materials necessary and required to complete the Project Financing through the NJEIT and Department of Environmental Protection ("DEP") and to represent the City in matters pertaining thereto.

Section 2. The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk are each hereby severally authorized to determine all matters and execute all documents and instruments in connection with the Project Financing.

Section 3. The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, Consulting Engineer and Bond Counsel are each hereby severally authorized to work with NJEIT and DEP representatives in connection with the Project and the Project Financing.

Section 4. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 5. This Resolution shall take effect immediately upon adoption this __ day of February, 2016.

Meeting date: February 17, 2016

Approved as to Content:

Approved as to Form:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO T&M ASSOCIATES FOR FIRST STREET
RESURFACING ENGINEERING IN AN AMOUNT NOT TO
EXCEED THIRTY THREE THOUSAND ONE HUNDRED
DOLLARS (\$33,100.00) FOR A ONE YEAR TERM TO
COMMENCE FEBRUARY 18, 2016 AND EXPIRE FEBRUARY
17, 2017**

WHEREAS, the City of Hoboken published its annual CY2016 RFP for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that T&M Associates qualified as a pool engineer to provide the City with the most effective and efficient Mechanical Engineering services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to T&M Associates for the First Street Resurfacing engineering services for a total contract amount of Thirty Three Thousand One Hundred Dollars (\$33,100.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$33,100.00 is available in the following line: _____ of the CY2016 temporary appropriation; 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 CY2016 temporary appropriations; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for the First Street Resurfacing engineering services for a total contract amount of Thirty Three Thousand One Hundred Dollars (\$33,100.00), with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and T&M's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. 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:

T&M Associates
Middletown, New Jersey

Meeting Date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				



HOBK-OH15002

December 29, 2015

Mr. John Morgan
Director of Transportation and Parking
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: [Professional Engineering Design Services for the
First Street Roadway Resurfacing Project](#)

Dear Mr. Morgan:

T&M Associates (T&M) is pleased to have the opportunity to submit this Proposal for Engineering Services associated with the above captioned project. This Proposal has been prepared based on our discussion and on our past experience with similar paving improvement projects. We understand that the City in cooperation with Hudson County wishes to accomplish the following improvements to First Street which is under the jurisdiction of Hudson County.

1. Mill the entire roadway surface from Paterson Avenue to Bloomfield Avenue.
2. Provide pavement base repairs as required.
3. Overlay roadway with new hot mix asphalt surface course.
4. Provide intersection improvements at all intersections including painted epoxy-gravel curb extensions, high-visibility crosswalks, stop-for-pedestrian signs, and other traffic calming measures as may be necessary.
5. Preserve existing concrete curbing, driveway aprons and sidewalk as much as possible; replace only when absolutely necessary.
6. Reset inlet heads and drainage grates with new DEP compliant curb castings as required.
7. Reset manhole covers as required.
8. Install new traffic, bicycle and parking signage and striping.

In order to achieve these objectives, we propose the following scope of services:

Task I: Design Phase

- a. Attend a kick-off meeting with City and Hudson County Officials.
- b. Prepare base maps for the project utilizing previous design plans prepared for the City.
- c. Once the base maps are prepared, field investigations will be conducted within the project limits to inspect the condition of the pavement, stormwater facilities, signage & striping, curb & sidewalk, and handicap ramps. The base maps will be used to record pavement base repair locations, along with curb, sidewalk and driveway apron deficiencies.
- d. Analyze each intersection for compliance with ADA Standards.



- e. Prepare roadway improvement construction plans based on existing field conditions and in accordance with applicable standards.
- f. Prepare signage and striping improvement plans based on existing field conditions and in accordance with the MUTCD, Hoboken Bicycle & Pedestrian Master Plan and the NACTO Urban Bikeway Design Guide.
- g. The following plan sheets are anticipated along with the specifications:
 - Key Sheet
 - Typical Sections and Standard Legend
 - Construction Plans (30 scale)
 - Signage and Striping Plans
 - Standard Traffic Control Plan
 - Construction Details
- h. Prepare standard construction details and technical specifications to conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction and Hudson County Standards.
- i. Submit preliminary plans, specifications and a construction cost estimate to the City and Hudson County for review and attend a plan review meeting.
- j. Prepare final plans, specifications and a construction cost estimate based on the comments received at the plan review meeting.
- k. Submit final plans, specifications and a construction cost estimate to the City and Hudson County for final review.
- l. It is anticipated that a Soil Erosion & Sediment Control Permit will not be required for this project and, therefore, the cost to prepare same is not included in our scope or fee.

Task II: Bidding Phase

- a. Upon completion of the plans and specifications, we will provide the City and Hudson County each with one (1) paper copy, a pdf copy and a CAD file of the final plans and specifications.
- b. Coordinate with the City and Hudson County for the bidding of the project.
- c. Answer questions that arise during the bidding phase of the project, either from City or County Officials or prospective bidders.
- d. Attend the bid opening.
- e. Assist the City and Hudson County with the bid review process including an evaluation of the contractors' bid submissions.
- f. Prepare a bid tabulation sheet comparing the various bids received, review the credentials of the prospective contractors, and prepare a recommendation for award.

Based on this scope of services, we propose a not to exceed fee of \$33,100 for our Engineering Design Services outlined herein to be billed monthly based on actual progress. We anticipate commencing work immediately upon authorization.



On behalf of T&M Associates, thank you for the opportunity to submit this Proposal. Should you have any questions or require additional information, please feel free to call.

Very truly yours,
T&M ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Jaclyn Flor', is written over a light blue dotted rectangular background.

JACLYN FLOR, P.E., P.P., CME
VICE PRESIDENT, GROUP MANAGER

JF:PB

Sponsored by: _____

Seconded by: _____

City of Hoboken
Resolution No.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED ANIMAL CONTROL CONTRACT BY AND BETWEEN THE CITY OF HOBOKEN AND LIBERTY HUMANE

WHEREAS, the City of Hoboken has a longstanding relationship with Liberty Humane for Animal Control Services, which the City now wishes to enter into the attached ONE year contract; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$71,000.00 is available in the following appropriation: \$23,666.68 from 6-01-27-332-037 in the temporary CY2016 appropriation; and I certify that, immediately upon adoption of the CY2016 final budget I will certify the remaining \$47,333.32 from 6-01-27-332-037; 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 CY2016 temporary appropriation and/or budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

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

1. The City Council hereby accepts the Animal Control 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 Liberty Humane of the Council's authorization of this Agreement.
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: February 17, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				



Liberty Humane Society

235 Jersey City Boulevard

Jersey City, NJ 07305

201 547.4147

www.libertyhumane.org

**LIBERTY HUMANE SOCIETY'S PROPOSAL TO
CITY OF HOBOKEN HEALTH DEPARTMENT
FOR ANIMAL CONTROL AND SHELTERING SERVICES**

THIS AGREEMENT, made this _____ of _____, 2016, by and between the LIBERTY HUMANESOCIETY, INC, a non-profit, 501c(3) charitable organization under State of New Jersey and US Federal tax regulations, having principal offices at 235 Jersey City Boulevard, Jersey City, NJ, 07305, hereinafter referred to as LHS, ("LHS")and the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey having it principal office at 94 Washington Street, Hoboken, NJ, 07030, hereinafter, referred to as the Municipality, ("Municipality")

WHEREAS, the Municipality wishes to retain the services of LHS for animal control and sheltering for a period of 1 year beginning January 1st, 2016, and ending on December 31st, 2016

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. LHS shall make their services as animal control available to the Municipality on a daily basis, as needed, for five (5) days a week. Emergency services on Saturday, Sunday, Holidays and nights between 8pm and 8am will be provided when necessary for medical or safety reasons. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans. In addition, , LHS will assume statutory control, as described in Paragraph 9 below, of animals that have bitten a human being. For the purpose of this agreement, aquatic animals and feral cat colonies are specifically excluded from emergency service support of animal control. Feral cat colonies will be the sole responsibility of the person caring and feeding the cats.
2. The Municipality will pay LHS the sum of \$71,000 per twelve months with said sum to be pro-rated on a monthly basis of \$5,916.67 a month. Payment for all services is to be received by LHS within fifteen (15) days after the month of delivery of service. LHS may cancel this contract without further obligation to provide services upon thirty (30) days written notice if after prior notice to the Municipality that more than two months of payments in accordance with this contract due the LHS have not been received.
3. The payments set forth above shall include all costs incurred by LHS or its animal control officer in the maintenance of its kennels, costs, expenses and maintenance of a vehicle to be used by the animal control officer and all necessary insurance.

4. Upon a request from the Municipality, the animal control officer shall respond to any emergency that is defined in Paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title VIII. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic. If the owner is ascertained, those costs will be borne by the owner of the animal. If the owner is unknown, those costs will be borne by the Municipality. Injured animals will only be transported to an emergency clinic if the required care and treatment is beyond the scope of LHS' own capacity.
5. LHS, if authorized, will provide the services of an Animal Cruelty Investigator to investigate and sign complaints of violations against the animal control, animal welfare and animal cruelty laws of the State, and ordinances of the Municipality. Enforcement of these animal cruelty laws and municipal ordinances will be at LHS's discretion, based on available resources. LHS will collaborate with law enforcement and municipal agencies in discharging this function.
6. LHS will assist the Municipality's Department of Health in responding and documenting health emergencies involving animals (i.e. hoarding situations, unsanitary conditions).
7. LHS will maintain detailed records of reported complaints, investigations, and outcomes, to be provided to the Municipality upon request.
8. The animal control officer may, at LHS's sole discretion, render assistance to any owner of an unwanted animal, in the assistance and delivery of said animal to LHS, at a cost to be borne by the owner. Private services shall be, in all instances, a matter between the owner and LHS.
9. LHS shall shelter the dogs and cats apprehended in the Municipality in its facility and will provide for their care for the period of time provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with N.J.A.C. 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.
10. Any person may redeem his dog, cat or other animal from LHS upon paying to LHS, as outlined on Exhibit A, a Reclaim Fee to cover intake costs, plus a Boarding Fee for each day that the animal has been impounded up to and including seven (7) days, and any other costs involved in the maintenance of the animal. Once ownership is established, the animal is no longer a stray and regular boarding rates shall prevail and be retained by LHS. No redemption shall be honored unless the owner provides a current dog license or other form of identification as set forth in State law and all outstanding fees are paid. The owner is still responsible for the cost of the animal and the owner does not negate his responsibility by refusing to claim. LHS reserves the right to collect owed fees as necessary.
11. Following the expiration of the minimum holding period required by law, LHS will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. LHS will charge a fee to the adopters of said animals. The fee will be set and modified at LHS's sole discretion.

12. Dogs and cats with no known owners which have apprehended and been identified as having bitten a human being shall be held in quarantine by LHS for the period prescribed by law. In cases where the local health officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, LHS will provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.
13. LHS does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer in the municipality.
14. It is understood and agreed between the parties that the animal control officer shall be an employee of LHS and that LHS is responsible for any damage caused by said animal control officer, but is not responsible for damage caused by any animals within the Municipality.
15. **Removal of an animal, including wildlife, inside of a home, apartment building, business, garage, basement, roof, etc. is not covered under our standard contract. At its discretion, LHS may respond to those calls, however, the owner of the premise will be charged a fee.**
16. The Municipality will be charged a daily boarding fee, at outlined on Exhibit A payable monthly, due 15 days after receipt, for any animals who are involved in litigation and cannot be held by their owner, if known, for which the Municipality has requested LHS hold until the matter is adjudicated. If the matter goes beyond a three (3) month period, an additional long term daily maintenance fee will be charged so that LHS can make long term boarding arrangements for the animal.
17. The signatory of this document represents that it has the requisite authority to bind the Municipality that is party to this Contract and further represent the actions of the signatory in executing this Contract are authorized by the Municipality.
18. This contract may be terminated during the term by either party upon thirty (30) days written notice, by Certified Mail, Return Receipt Required, describing the reason for termination with due cause after providing a 30 day cure period for any material.
19. It is expressly agreed that LHS is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the municipality to timely and fully remit all payments due hereunder; However, all such costs, expenses and legal fees incurred in the collection of payments shall be the sole responsibility of the Municipality, which upon presentation of an invoice for such costs, expenses or legal fees shall be paid by the Municipality.
20. Indemnification; Limitation of Damages.
 - A. Municipality shall indemnify, defend and hold LHS, its affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by LHS of any term of this agreement or (b) its failure to perform any obligation hereunder or thereunder; or (c) a claim relating to any or service performed by LHS, its affiliates or any of their agents or subcontractors (in each case other than LHS).

LHS shall indemnify, defend and hold Municipality its elected official, civil servants, affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from (a) a breach by Municipality of any term of this agreement or any statement of work or schedule entered into in connection herewith or its failure to perform any obligation hereunder or thereunder, including any representation, warranty or covenant of Municipality; (b) the negligent or willful acts or omissions of LHS, persons or entities furnished by LHS, or LHS's employees, agents or subcontractors;

The indemnification provided for herein shall include any and all liabilities, damages, costs and expenses (including without limitation, reasonable attorney's fees, disbursements and court costs, if any), asserted against, imposed upon, or incurred in defending, settling and/or resolving the claim (provided that the indemnifying party will not consent to the entry of a judgment or settlement of a claim without the indemnified party's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

- B. OTHER THAN IN THE CASE OF THIRD PARTY INDEMNIFICATION CLAIMS ASSERTED PURSUANT TO SECTION 19.A ABOVE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF DATA, OR ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED FOR HEREIN.

21. THIS CONTRACT is the sole expression of the agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority.
22. Any action by either party shall be filed in the Superior Court in Hudson County whose Courts shall have exclusive jurisdiction.

This Agreement contains the entire agreement between the Municipality and the LHS. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

23. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

24. Neither the Municipality or LHS shall be deemed to be in default of any of its obligations hereunder if and so long as the non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, severe weather, acts of terrorism or other causes beyond the control of the Municipality or the LHS.

b. This instrument may not be changed orally or by email.

c. In the event of conflict between the Agreement and local, State or Federal law, the prevailing law shall govern.

d. There shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

LIBERTY HUMANE SOCIETY, INC

WITNESS:

BY: _____

Andy Siegel,

Irene Borngraeber,

LHS Board President

LHS Executive Director

CITY OF HOBOKEN:

WITNESS:

BY: _____

City of Hoboken

City of Hoboken



LIBERTY HUMANE SOCIETY PROGRAMS AND SERVICES

MISSION STATEMENT: The Liberty Humane Society fosters a community of compassion and respect, and provides animals in need with a chance at a lifelong, loving home.

VALUES STATEMENT:

Liberty Humane Society creates and provides an environment in which every animal has the right to a happy and healthy life, despite their breed, age or physical limitations.

HOURS OF OPERATION:

LHS is open to the public 6 days a week.

Open Hours to the Public Are:

Tuesday – Friday
Saturday-Sunday

2p.m. – 7p.m.
11a.m. – 4:00 p.m.

SERVICES SPECIFIC TO HOBOKEN

- ▶ Annual dog licensing event and festival, to generate awareness about licensing requirements and compliance
- ▶ Annual public workshop on living with urban wildlife, best humane practices, and state regulations
- ▶ Annual public meeting, hosted in conjunction with the Department of Health, to listen and respond to resident questions and concerns regarding local animal issues

SERVICES PROVIDED BY LHS TO SHELTERED ANIMALS:

- ▶ All-inclusive adoption program
- ▶ Outplacements (transfers to rescue)
- ▶ Foster care for vulnerable or juvenile animals
- ▶ Disease control and veterinary care
- ▶ Bedding, toys and enrichment opportunities
- ▶ Daily exercise and access to playgroups
- ▶ Temperament testing of all LHS shelter animals

SERVICES PROVIDED TO COMMUNITY-AT-LARGE AND PET OWNERS:

- ▶ Care of stray and injured domestic animals
- ▶ Low cost rabies and other annual health vaccines
- ▶ Special adoption and community events
- ▶ Preventative health low-cost Pet Wellness Clinic
- ▶ Counseling to pet-owning public on pet-related problem solving
- ▶ Pet Owner Support program for residents receiving public assistance
- ▶ Dog Training Program
- ▶ Lost/Found Postings
- ▶ Expansive Volunteer Program to augment staff efforts on behalf of all of LHS shelter animals
- ▶ Communications: e-newsletter, website, press releases
- ▶ Low cost euthanasia for pets of low income pet owners

LIBERTY HUMANE SOCIETY’S BEST PRACTICES IN REPORTING

- ▶ **LHS’s Performance Report:** LHS shall make, in such detail and at such times as may be reasonably required by the Municipality, a written report concerning the actual progress of LHS.
- ▶ **LHS’ Annual Disposition Report to the State DOHSS:** Disposition statistics provided on an Annual basis.
- ▶ **LHS’ Adoption Report:** LHS shall produce, upon request, the names and addresses of all Hoboken adopters from LHS. This report to be provided to the Health Officer for the purpose of facilitating the licensing of said animals.

Exhibit A

Reclamation fee	\$35/animal
Boarding Fee - up to 7 days	\$19/animal/day
Boarding Fee - 7 - 90 days	\$26/animal/day
Boarding Fee – 90 days+	\$35/animal/day
Long Term Maintenance – 90+	\$150/month/animal
Animal License Fee	\$Municipality fee
Animal License Administration fee	\$3/license
Animal Removal Fee	TBD

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE
CONTRACT TO BOSWELL ENGINEERING FOR CITY
ENGINEER FOR HAZARD MITIGATION AT THE MIDTOWN
GARAGE AND MULTISERVICE CENTER IN AN INCREASED
AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS
(\$15,000.00) FOR AN EXTENDED TERM TO EXPIRE
FEBRUARY 16, 2017**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2014 and CY2015 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that Boswell Engineering can continue to provide the City with the most effective and efficient City Engineering services for the ongoing Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to amend the award of a contract to Boswell for the City's Engineering for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015, for an increase in the total contract amount of Fifteen Dollars (\$15,000.00), with a new term to expire on February 16, 2017; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000 is available in the following appropriation 6-01-31-461-000 in the CY2015 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2014; 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 it hereby awards an amendment of a contract to Boswell for the City's Engineering for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated December 21, 2015, for an increase in the total contract amount of Fifteen Dollars (\$15,000.00), with a new term to expire on February 16, 2017 and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.

3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Boswell Engineering
South Hackensack, New Jersey

Meeting date: February 17, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				



December 21, 2015

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

Re: Proposal for Hazard Mitigation Measures at
Midtown Garage and Multi-Service Center
Additional Services
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-5852

Dear Mr. Wiest:

In accordance with your request, Boswell McClave Engineering (Boswell) is pleased to submit the following proposal for the additional professional engineering services associated with the above referenced project.

PURPOSE

As you know, our firm has been preparing Hazard Mitigation plans and specifications for both the Midtown Garage and Multi-Service Center in accordance with the Project Worksheet's prepared by the City of Hoboken's (City's) grant consultant and approved by the Federal Emergency Management Agency (FEMA). Given the scope of work at each building and the level of review from FEMA, we have provided additional design work and cost estimates to meet all of the regulatory requirements. This additional work was not foreseen in our original proposal and is needed to complete the bid documents and see the project through contractor award.

We understand that it is the City's intent to be ready to move forward with construction at both sites in the spring of 2016. At that time, we will provide a separate proposal for the associated construction inspection services.

FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed \$15,000. Additional work above and beyond what is outlined in this proposal will be performed as

Mr. Quentin W. Wiest, II, CTA

December 21, 2015

Page 2 of 2

authorized by the City of Hoboken. All extra work will be billed on the basis of our standard hourly rates in effect at the time the work is performed.

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will continue the work.

We wish to thank you for this opportunity to offer our services. If you have any questions, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

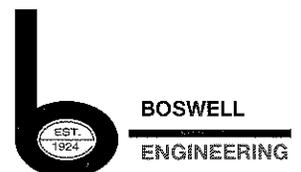
BOSWELL McCLAVE ENGINEERING



Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/JAP/REM/ajf

151218REMP1_HMP_Additional Services.doc



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

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO VALUE RESEARCH GROUP, LLC FOR CY2016 APPRAISAL AND CONSULTING SERVICES FOR ACADEMY BUS PROPERTY TO THE CITY OF HOBOKEN FOR ONE YEAR (FEBRUARY 18, 2016 - FEBRUARY 17, 2016) WITH A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00)

WHEREAS, service to the City as CY2016 Professional Appraisers and Consultants is a professional service for determining the market value for acquisition purposes, 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 \$17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, which expires February 17, 2017; and

WHEREAS, the City now seeks to contract with Value Research Group, LLC for appraisal and consultation fees charged at \$150/hour in an amount not to exceed \$15,000.00 for Academy Bus Property per their February 5, 2016 Proposal; and

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

WHEREAS, Value Research Group, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor 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 vendor 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 \$15,000.00 is available in the following appropriations: C-04-60-711-120 in the CY2016 temporary appropriation; 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 CY2016 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 Value Research Group, LLC for planning and engineering services be, and is hereby, awarded, in an amount not to exceed \$15,000.00, for CY2016 Appraisal and Consulting Services for the Academy Bus property, pursuant

to their proposal dated February 5, 2016.

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

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

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

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Value Research Group, LLC's Proposal dated January 11, 2016 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:

Value Research Group, LLC
301 South Livingston Avenue, Suite 104
Livingston, New Jersey 07039

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

February 5, 2016

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
Academy Bus Property
Block 10, Lots 1-7 & 30-37 and Block 9, Lot 7 (Two Reports)
Hoboken, New Jersey**

Dear Mr. Marks:

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

Assignment Summary

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client and intended users in determining market value for acquisition purposes.
Interest Valued:	Fee Simple
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Narrative report format
Appraisal Fee:	Fees charged at \$150/hour not to exceed \$15,000 without further authorization.

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date. The subject property is a portion of the Academy Bus facility. It may be necessary to value the all of the property owned by Academy in Block 10 since the combined site could be considered one economic unit. This can be determined during the site visit. As your request, two appraisal reports will be prepared. The first report will cover Block 10, Lots 1-7 and 30-36. The second report will cover Block 10, Lot 37 and adjoining Block 9, Lot 7

The appraisal reports 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.

Delivery Date

The fieldwork, analysis and appraisal report will be completed 45 days after execution of this agreement.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is \$150/hour not to exceed a total of \$15,000 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.

Consulting & Expert Testimony Per Diem Charges

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

Cancellation

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

VRG Independence

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

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.



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

Accepted By

Date

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: February 3, 2016

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: **Proposal for Appraisal and Consulting Services
Academy Bus Property, Block 10, Lots 1-7 & 30-37 and
Block 9, Lot 7 (Two Reports) Hoboken, New Jersey**

Contract to be awarded to: Value Research Group, LLC

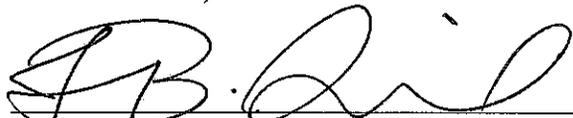
Contract Period: Forty five (45) days after execution of the contract

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

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

By


AL B. Dineros, QPA, City of Hoboken

Certified Date:

2/8/2016

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TRINO ASSOCIATES, LLC FOR THE PROVISIONS OF WATERFRONT ARCHITECTURAL RAILING REPLACEMENT IN ACCORDANCE WITH THE CITY’S BID NO. 16-05 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$93,750.00

WHEREAS, bids were received for Waterfront Architectural Railing Replacement project, as specified in Bid Number 16 - 05; and,

WHEREAS, Seven (7) bids were received, the lowest three (3) being:

<u>VENDOR</u>	<u>TOTAL BASE BID</u>	<u>COMMENTS</u>
1. Trino Associates, LLC 354 Verona Way Paramus, NJ 07652	\$93,750.00	
2. Max Adamo Construction 569 Prospect Avenue Ridgefield, NJ 07657	\$119,625.00	
3. Senco Precision Parts, LLC 210 River Street, Suite 23 Hackensack, NJ 07601	\$92,000.00	Rejected – Fatal Defect

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 05, and Trino Associates, LLC submitted the lowest, responsible, and responsive bid in the amount of \$93,750.00, with the lowest bid of Senco Precision Parts, LLC. being rejected because the amount in words and the figures provided on the bid proposal did not match which is a fatal defect in the bid according to state law; and, and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that _____ is available from _____ in the 2016 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2016 budget to determine whether the additional _____ balance is available and appropriated in the CY2016 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

- A. This resolution awards a contract to Trino Associates, LLC for Bid No. 16 - 05, in the total amount of Ninety Three Thousand Dollars Seven Hundred Fifty (\$93,750.00) for Waterfront Architectural Railing Replacement Project ; and said contract shall be to Trino Associates, LLC in accordance with the specifications as set forth in Bid No. 16 - 05.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				



February 10, 2016

Stephen D. Marks, P.P. AICP
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Waterfront Architectural Railing Replacement
Bid No. 16-05
City of Hoboken
Hudson County, New Jersey
Our File No. HO-509

Dear Mr. Marks:

On February 5, 2016, the City of Hoboken (City) received seven (7) bids for the *Waterfront Architectural Railing Replacement* project. As you are aware the construction costs for this project are being funded by the City. Below is a summary of the apparent three (3) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>
Senco Precision Parts, LLC 210 River Street, Suite 21 Hackensack, New Jersey 07601	\$91,998.75* Total Bid Price
Trino Associates, LLC 354 Verona Way Paramus, New Jersey 07652	\$93,750.00 Total Bid Price
Max Adamo Construction 569 Prospect Avenue Ridgefield, New Jersey 07657	\$119,625.00 Total Bid Price

*See Bid Documentation Item 2 on following page.

The remaining four (4) bidders submitted total bid prices ranging from \$124,500.00 to \$307,125.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Senco Precision Parts, LLC

The following items were noted on the Senco Precision Parts, LLC submission:

1. The Naming of Subcontractors Form on page 29 was left blank.
2. On the Schedule of Prices (page 30), both Items 1 and 2 have discrepancies between the written words and the figures for the unit bid price. Per Section III. Interpretation and Addenda, Item D. Discrepancies in Bids on page 8 of the specifications:
 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. 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.

Consequently, Item 1 has a unit price of two thousand dollars and a computed total of \$750,000.00 and Item 2 has a unit price of ninety thousand dollars and a computed total of \$33,750,000.00.

Trino Associates, LLC

Trino Associates, LLC appears to have a complete submission.

Max Adamo Construction

Max Adamo Construction appears to have a complete submission.

RECOMMENDATION

It is our understanding that the City has adequate funding to award the Total Bid Price for this project. Therefore, Boswell recommends that this contract be awarded to Trino Associates, LLC in the amount of \$ 93,750.

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.

Stephen D. Marks, P.P., AICP
Municipal Manager
February 10, 2016
Page 3

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 ENGINEERING



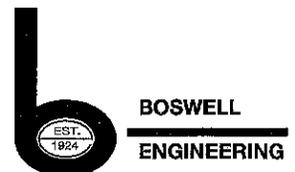
Rebecca E. Mejia, P.E.
City Engineer Representative

REM/ajf

Attachments

cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160210_REML1 Bid Recommendation.doc



BID PROPOSAL

Bid No. 16-05

Based upon the specification herein provided, the following is the proposal for this project:

Ninety Two Thousand Dollars

\$92,000

Please write out the number. (Total Amount including Base Bid and Alternates/Deducts as applicable)

Name of Firm: Senco Precision Parts LLC

For the Firm: 

Print Name: Filip Filipovski

Title: Member

Date: 1/28/2016

SENCO

SCHEDULE OF PRICES
WATERFRONT ARCHITECTURAL RAILING REPLACEMENT BID NO. 16-05
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
1.	375 L.F.	Removal and Disposal of Existing Painted Steel Architectural Railing		
		✓ <u>Two Thousand</u> Dollars	✓	
		<u>Zero</u> Cents	\$ <u>5.33</u>	\$ <u>2,000</u>
2.	375 L.F.	Furnish and Install New Painted Steel Architectural Railing		
		✓ <u>Ninety Thousand</u> Dollars	✓	
		<u>Zero</u> Cents	\$ <u>240.00</u>	\$ <u>90,000</u>

TOTAL ITEMS 1 - 2 IN WORDS AND FIGURES

Ninety Two Thousand Dollars \$ 92,000

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: February 11, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to Award the Contract for Bid 16 - 05 –
Waterfront Architectural Railing Replacement**

Reference: (a) Memorandum from Boswell McClave Engineering – Feb 10, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the documents submitted by the three (3) lowest bidders and I fully concurred with the comments from Boswell McClave Engineering. The following information is provided:

1. Senco Precision Parts, LLC.
 - The vendor submitted a blank The Naming of subcontractor form.
 - Amount in words for both item 1 and 2 (unit price) did not match the figure. Therefore the total bid price provided is wrong. Bid proposal for this vendor must be rejected.
 -
2. Trino Associates, LLC - \$93,750.00
 - Complete submission
3. Max Adamo Construction - \$119,625.00
 - Complete submission

I fully concurred with Boswell McClave Engineering to award the contract to Trino Associates, LLC for not to exceed amount of \$93,750.00.

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

Introduced by: _____

Second by: _____

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

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO INCLUDE
NORTH HUDSON SEWER AUTHORITY IN THE TAX SALE**

WHEREAS, the Tax Collector is authorized to include in said sale any and all unpaid sewer charges certified to the Tax Collector from North Hudson Sewer Authority; and,

WHEREAS, the Tax Collector is authorized to send two direct mailings for Tax Sale and collect a charge of not more than \$25.00 per direct mailing, in compliance with N.J.S.A. 54:5-26 for said tax sales; and,

NOW THEREFORE BE IT RESOLVED that a certified copy of this resolution shall be provided by the Municipal Clerk to the Tax Collector, the City Attorney and the City Auditor for the City of Hoboken.

BE IT FURTHER RESOLVED, that the Tax Collector is hereby directed to proceed as set forth in the paragraphs above, with the authority to issue for sale any and all unpaid sewer charges certified by NHSA, and provide for direct mailings, of not more than two per sale, for a maximum fee per mailing of \$25.00 for any unpaid taxes or sewer charges being issued at sale, whether on behalf of NHSA or the City.

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Giattino				

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

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

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

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

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

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

- Online Auction Site: www.govdeals.com
Start Date: (see Schedule A)
End Date: (see Schedule A)
- Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.
- Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: Municipal Garage, 256 Observer Hwy, Hoboken, New Jersey 07030.
- Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
- Other Terms: All items are being sold "as is, where is; no warranties expressed or implied."
Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have been made prior.
- Minimum Bid: The minimum bid/reserve is listed in Schedule A for each of the items to be auctioned.

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

Meeting date: February 17, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED ACCESS AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE HOBOKEN FREE PUBLIC LIBRARY AND THE CITY OF HOBOKEN REGARDING PRE-LEASE BUILDOUT OF THE MULTISERVICE CENTER

WHEREAS, the City wishes to enter into the attached Access Agreement with the Hoboken Free Public Library, for the Library's benefit; and

WHEREAS, the Agreement serves as an access agreement in favor of the City for the Library's proposed use of the Multiservice Center for temporary library services; and,

WHEREAS, certification of funds are not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Access Agreement with the Hoboken Free Public Library, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

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

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

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

Meeting Date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

PRE-LEASE BUILDOUT ACCESS AGREEMENT

THIS **PRE-LEASE BUILDOUT ACCESS AGREEMENT** is hereby made and entered into this _____ day of **February, 2016**, by and between the **CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (On Behalf of the General Public)**, whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**GRANTOR**") and the Board of Trustees of the **Hoboken Free Public Library**, whose address is 500 Park Avenue, Hoboken, NJ 07030 (hereinafter referred to as the "**GRANTEE**") (*On Behalf of the Hoboken Free Public Library, Hoboken, NJ 07030*).

W I T N E S S E T H;

WHEREAS, the GRANTEE has requested access to the location commonly referred to as the proposed Leased Premises at the Multiservice Center, which is owned by the GRANTOR, and which is attached hereto as Exhibit A; and,

WHEREAS, the GRANTEE requires access to the above mentioned location for Trustees, Library staff and any contractors performing work as invitees, but no library patrons shall be allowable hereunder, to perform the following: access to the proposed Leased Premises for pre-lease buildout of the Leased Premises; and,

WHEREAS, the GRANTOR desires to grant to the GRANTEE access to the aforementioned property for the aforementioned purpose.

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

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the property described in Exhibit "A" (Access Area) for the following purpose(s): access to the proposed leased premise for pre-lease buildout of the location. Such access shall include access to the Leased Premises through the main door on Grand Street, the stairway and elevator to the second floor, the corridors leading to the Demised Premises, and the restrooms available for public use on the first and second floors.
2. This Access is granted for a term of up to two months, or until the lease proposed hereunder is executed and the lease term begins, which term shall continue in full force and effect thereunder until expiration or until terminated by either GRANTOR or GRANTEE. This Access shall cease in

the event the GRANTEE no longer holds interest in the entity known as the Hoboken Free Public Library.

3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE.
4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with this Agreement and/or its work hereunder and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the GRANTEE and its agents' compliance or noncompliance with applicable law. The GRANTEE further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents ("**Indemnified Party**") from and against any and all claims, suits, demands, litigations and proceedings (the "**Claims**") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception which may arise out of activities conducted under this Agreement. If so directed, the GRANTEE shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event GRANTEE shall not, without obtaining express advance written permission from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, the provisions of any statutes respecting suits against the City, or the jurisdiction of the tribunal over the person of the City.
5. The GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a construction permit.
6. Upon termination of this Agreement, or upon termination of the Lease Agreement hereunder contemplated, whichever occurs last, the GRANTEE shall, within a reasonable time and at the GRANTEE's sole cost and expense, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access allowed hereunder, including, but not limited to

any and all paint and wall appendages present within the Access Area.

7. The GRANTEE shall ensure the Access Area, and any and all surrounding publicly owned areas will be open to the general public and that the GRANTEE's work will be done so as to minimize any inconveniences caused to other tenants and guests of the Multiservice Center and any other adjacent property owners. The GRANTEE shall take all reasonable steps necessary to secure the area and maintain in a safe manner for licensees, guests, and invitees of the Grantor, other tenants, and the public.
8. Reserved.
9. Reserved.
10. GRANTEE agrees to undertake and finish all work in accordance with all applicable construction permits.
11. GRANTEE agrees to safe use of the Access Area to the satisfaction of the Director of the Department of Environmental Services and, as applicable, the Construction Code Official.
12. Any notices required hereunder shall be deliverable as follows, regular and certified mail:

For Grantee:
Hoboken Free Public Library
Library Director
500 Park Avenue
Hoboken, NJ 07030

With a copy to the Library's attorney:
Michael A. Cerone, Jr., Esq.
840 Van Houten Avenue
Clifton, NJ 07013

Via regular mail and via email to macjresq@verizon.net

For Grantor:
City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

IN WITNESS WHEREOF, the undersigned parties have executed this PRE-LEASE BUILDOUT ACCESS AGREEMENT on the day and year first above written.

GRANTOR: (The City of Hoboken, On Behalf of the General Public, Hoboken, NJ)

Signed: _____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTEE: (The Board of Trustees of the Hoboken Free Public Library, On Behalf of the Hoboken Free Public Library, Hoboken, NJ)

Signed: _____ Allen W. Kratz, President
Board of Trustees

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

EXHIBIT ONE
Copy of Original Agreement
With Exhibits

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 \$41,592.65**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Zipp & Tannenbaum Trust Acct. 280 Raritan Center Parkway Edison, NJ 08837	104/1.02	1118 Adams St/ 1121 Jefferson St	2015	\$39,109.13
Michael A. Vespasiano Trust Acct. 331 Main Street Chatham, NJ 07928	178/10	229 Park Avenue	2015	\$ 2,483.52

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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 **\$7,550.12**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Mortgage Service Center 95 Methodist Hill Road, Suite 400 Rochester, NY 14623	109/1.01/C0631	1200 Grand Street	4/15	\$3,352.27 <u>abatement</u>
Chase (Refund Dept.) P.O. Box 961227 Ft. Worth, TX 76161-0227	159/4/C1929	711 Clinton Street	1&2/15	\$ 428.40
Samuel Yau 119 Clinton Street #F Hoboken, NJ 07030	33/9/C000F	119 Clinton Street	3/15	\$1,130.26
Samuel Cordova 322 Garden Street #1 Hoboken, NJ 07030	179/34/C0001	322 Garden Street	2/15	\$1,319.83
Eric Offenbacher 367 First Street #4 Hoboken, NJ 07030	20/14/C0004	367 First Street	3/15	\$1,319.36

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of January 4, 2016** have been reviewed and approved by the Governing Body.

Approved as to form:

Meeting Date: February 17, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

Sponsored by: _____
Seconded by: _____

City of Hoboken
Ordinance No _____

AN ORDINANCE TO AMEND HOBOKEN CITY CODE SECTION 93-2 AND 93-3 REGARDING THE LICENSING OF DOGS

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The following amendments shall be made to Hoboken Code Sections 93-2 and 93-3 (additions notated in underline and deletions notated in ~~striketrough~~):

§ 93-2 Licensing requirements.

A. It shall be a violation of this chapter for any person who:

- (1) Owns, keeps or harbors any dog of licensing age within the City; and
- (2) Fails to obtain, in the first instance for each registered dog annually and thereafter for three year periods for each registered dog, in the month of May ~~January~~, a licensing tag for each dog so owned, kept or harbored; and
- (3) Fails to securely place upon such dog a dog collar or harness with said licensing tag affixed thereto.

B. It shall be a violation of this chapter for the owner of any newly acquired dog of licensing age, or any dog which attains licensing age, to not make application for a licensing tag for such dog within 10 days after such dog becomes of licensing age.

C. Guide dogs shall be licensed and registered in accordance with this chapter; however, they shall not be subject to the fee provisions of § 93-3.

§ 93-3 License fees.

A. Any person applying for the licensing tag pursuant to § 93-2, shall pay a fee of:

- (1) For each dog that is not spayed or neutered: ~~\$15~~ \$14 for an annual license, and \$32 for a three year license.
- (2) For each dog that is spayed or neutered: ~~\$18~~ \$10 for an annual license, and \$22 for a three year license.

B. All licenses, licensing tags, and renewals shall expire on the last day of May ~~January~~ in each year.

C. The City shall assess a late fee of \$10 for each dog license renewal application filed after the license has expired.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinance and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: February 17, 2016

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE _____

**ORDINANCE AMENDING BOND ORDINANCE Z-361 OF
THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW
JERSEY**

BE IT ORDAINED, by the City Council of the City of Hoboken, County of Hudson, New Jersey ("City") (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. Sections 7(C) and 7(G) of Bond Ordinance Z-361, duly adopted by the City Council on July 8, 2015 ("Ordinance"), are hereby amended in their entirety to provide as follows:

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
C.	Acquisition of Fire Ladder Truck for Fire Department, Acquisition of Medical Transport Vehicle for Department of Health and Human Services, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	650,000	32,500	617,500	10 years
G.	Renovations and Improvements to Fire Department Building, all as more particularly described in the documentation on file in the Office of the City Engineer and available for inspection during normal City hours, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	455,000	22,750	432,250	15 years

Section 2. Section 8 of the Ordinance is hereby amended in its entirety to provide as follows:

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 12.55

years."

Section 3. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the regulations promulgated by the Local Finance Board showing full detail the amended capital budget and capital improvement program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, are on file with the City Clerk and available for public inspection.

Section 4. All other parts of the Ordinance not amended hereby shall remain in full force and effect.

Section 5. All bonds or bond anticipation notes heretofore issued and now outstanding pursuant to the Ordinance, and any moneys expended or any expenses incurred pursuant to appropriations made by the Ordinance, if any, shall be accounted and deemed to have been issued, expended or incurred pursuant to this ordinance.

Section 6. In accordance with the Local Bond Law, this ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

First Reading: February 17, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2016

Dawn Zimmer, Mayor

Statement to be Published with Ordinance After Introduction.

Notice of Pending Ordinance

The ordinance published herewith was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on February __, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 on _____, 2016 at __:__ P.M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same.

JAMES J. FARINA, RMC, City Clerk

Statement to be Published with Ordinance After Final Adoption.

Ordinance Statement

The ordinance published herewith has been finally adopted on _____, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

JAMES J. FARINA, RMC, City Clerk

Sponsored By:

Seconded By:

City of Hoboken
Ordinance No _____

AN ORDINANCE TO REVOKE HOBOKEN CITY CODE SECTION 115-10 ENTITLED DEMOLITION OF BUILDINGS

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO HEREBY ORDAIN AS FOLLOWS:

Section 1: The following amendments shall be made to Hoboken Code Sections 115-10 (additions notated in underline and deletions notated in ~~strikethrough~~):

~~§ 115-10 Demolition of buildings.~~

~~A.~~ It shall be the duty of any person engaged in the demolition of any building, structure, commercial space or apartment in the City of Hoboken, public, private, commercial or otherwise, to first secure written permission from the Health Officer or authorized agent before the commencement of such demolition.

~~B.~~ No person or agency shall issue any permit for the purposes of demolition unless written prior approval is issued by the Health Officer or authorized agent.

~~C.~~ The Health Officer is authorized to promulgate rules and orders as may be necessary to ensure that a public health nuisance does not occur.

~~D.~~ The Health Officer may cause an order stopping the demolition of any building, structure, commercial space or apartment if, in his judgment, a public health nuisance is occurring or may occur.

~~E.~~ Inspection of demolition sites.

~~(1)~~ The Health Officer or authorized agent shall be permitted to examine and inspect any building, structure, commercial space or apartment as often as it deems necessary, before, during or after demolition occurs to ensure that any demolition complies with this section and permits which have been issued.

~~(2)~~ No person shall obstruct or hinder or cause to obstruct or hinder the Health Officer or his authorized agent from examining and inspecting all areas and adjacent areas of demolition sites.

~~F.~~ Violations and penalties.

~~(1)~~ Any person violating any provision of this section shall, upon conviction thereof before the municipal court, be subject to a fine not less than \$50 and not exceeding \$1,000 or to imprisonment for a period not exceeding 90 days or both.

~~(2)~~ Each day that a violation occurs is a separate and distinct offense.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinance and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: February 17, 2016

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AS LESSOR AND THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF HOBOKEN AS LESSEE FOR THE USE OF PROPERTY IN THE MULTISERVICE CENTER

WHEREAS, the City of Hoboken owns, property which is commonly referred to as the Multiservice Center (hereinafter referred to as the "Property"); and

WHEREAS, the Trustees wishes to obtain a lease agreement for the use of a portion of the Property during the term of the renovation of the Free Public Library (lease and premises description attached hereto); and

WHEREAS, the City Council, hereby acknowledges the necessity of the said lease, in the public interest, and therefore approves of the lease by way of the within City ordinance, which approval is not subject to public bidding, as the City is providing the lease on the specific property in the public interest; and

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

SECTION ONE:

- 1) Approval of the attached lease between the City of Hoboken and the Trustees of the Free Public Library, as attached, is hereby authorized by the City Council; and
- 2) The Mayor or her agent is hereby authorized to take any and all actions necessary to enter into the attached lease, or one similar in substance and form; and

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.

First Reading: February 17, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

**Lease Agreement Between the City of Hoboken
and the Trustees of the Hoboken Free Public Library
for Lease of Space at the Multiservice Center**

Purpose: To enter into a lease agreement between the Board of Trustees ("Trustees") of the Hoboken Public Library, as "Lessee", and the City of Hoboken ("City"), as "Lessor", for the lease of property which is located at Multiservice Center, as the "Leased Premises", the purpose of which is to continue the Lessee's services to library patrons during the closure of the Free Public Library, at 500 Park Avenue, because of the Trustees' Lower Level Preservation and Rehabilitation Project ("Project").

Consideration: To enable the Trustees to continue to provide Library services to residents of Hoboken, the City leases to the Trustees the Demised Premises described herein at nominal cost to the Trustees, for and in consideration of the terms, conditions and mutual covenants contained herein, the payment of rent in the sum of one dollar (\$1.00), and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, Lessor and Lessee, hereby agree as follows:

Effective Date/ Term: The effective date shall commence upon execution of this agreement and the initial term shall expire on December 30, 2016, unless sooner terminated in accordance with this Lease Agreement. Upon written agreement of both parties, this Lease shall be subject to three (3) options to renew for a term of three (3) months per option .

Leased Premises: At the Multiservice Center ("Center") owned by the City at Second and Grand Streets, the Lessee shall have exclusive use of the space on the second floor delineated on Exhibit A1 – Leased Premises, Second Floor, attached hereto, measuring approximately 1,875 square feet, and the space on the first floor delineated on Exhibit A2 – Leased Premises, First Floor, attached hereto, measuring approximately 500 square feet. In addition, subject to the advance written approval of the Director of Environmental Services, the Lessee may use space on the Grand Street sidewalk for two drop boxes for after-hours return of books and DVDs.

Access: The Multiservice Center shall be available for the Lessee's use one-half hour prior to and one-half hour following the Library's hours of operation, itemized below, with the understanding that the Lessee shall reimburse the Lessor for costs that the Lessor would not otherwise incur for after-hours security, maintenance or utilities:

Sunday: 10 a.m. to 2 p.m.	Thursday: 9 a.m. to 9 p.m.
Monday: 10 a.m. to 8 p.m.	Friday: 9 a.m. to 5 p.m.
Tuesday: 9 a.m. to 8 p.m.	Saturday: 10 a.m. to 5 p.m.
Wednesday: 9 a.m. to 8 p.m.	

Holiday Schedule (Library building closed):

March: Easter Sunday, 3/27/16

May: Memorial Day Weekend -- Sunday 5/29/16 and Monday 5/30/16

July: Independence Day -- Sunday, 7/3/16 and Monday, 7/4/16

September: Labor Day -- Sunday, 9/4/16 and Monday, 9/5/16

November: -- Thanksgiving -- Early Closing, 4 p.m., Wednesday, 11/23/16; Full Day Closed, Thursday, 11/24/16

December: Christmas -- Early Closing, 4 p.m., Saturday, 12/24/16; Full Day Closed, Sunday, 12/25/16; Full Day Closed, Monday, 12/26/16

New Year's Eve: Early Closing, 4 p.m., Saturday, 12/31/16

Summer Schedule: Library building closed on Sundays in July.

For those days described herein where the Multiservice Center would otherwise be closed, the City shall provide keyholders to open the Leased Premises to the Lessee, and shall provide the necessary security and maintenance of the building for the benefit of the Leased Premises, subject to complete reimbursement of the expenses associated with this additional service, which expenses shall be invoiced by the Lessor to the Lessee, and shall be payable not more than Thirty (30) days from the date of receipt of the invoice.

The Lessee shall be provided with three (3) keys to the Leased Premises, and shall be solely responsible for the proper use, maintenance, and security of said keys and access to the Leased Premises. Lost keys shall be subject to reimbursement of all costs associated with obtaining new keys and/or updating the security and lock systems as a result of the loss of said keys, which the Lessor shall invoice the Lessee for, and which shall be payable by the Lessee to the Lessor not more than Thirty (30) days from the date of receipt of the invoice.

Trustees, their invitees, Library staff, and patrons shall have access to the Leased Premises through the main door on Grand Street, the stairway and elevator to the second floor, the corridors leading to the Demised Premises, and the restrooms available for public use on the first and second floors.

The Lessee shall have the right to station a security guard in the corridor outside the entrance to the Demised Premises as part of its standard practice.

"As Is": The Lessee shall take the Leased Premises "as is," with the further understanding that the City shall remove or cause to be removed, at its expense, all furniture and personalities left by a prior occupant.

Fitout: Pursuant to a temporary access agreement executed on February _____ 2016, between the City as permitter and the Trustees as permittee, the Lessee shall have the right, at their sole cost, to clean, paint and otherwise modify the Demised Premises to suit the Trustees' purposes. The Lessee shall not remove structural walls but may remove or install other non-structural dividing walls and partitions as Lessee may deem necessary. The Lessee may, at the Lessee's sole cost, gain usable space by removing

various sinks and the cabinets underneath them, except the sink within the rest room designated on Exhibit A-1, capping the plumbing lines to them, storing the bowls and plumbing fixtures for the term of the lease, and reinstall the sinks, plumbing fixtures and sink cabinets upon termination of this Lease if the City so requests. Any and all changes made to the Leased Premises which shall be allowable hereunder to Lessee shall be subject to the following:

1. The Lessee agrees that any and all work performed on the Premises and in association with the purposes of this Agreement shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a construction permit.
2. Upon termination of this Agreement, the Lessee shall, within a reasonable time and at the Lessee's sole cost and expense, remove all equipment, accessories, and materials owned by the Lessee from the Leased Premise and restore said Leased Premise as nearly as practicable to its condition prior to the granting of the Lessee's Access, including, but not limited to any and all paint and wall appendages.

Cleaning, Maintenance: For the term of this Lease and any options exercised by the Lessee, the Lessee shall be responsible for cleaning and maintaining the Leased Premises and the corridors, stairways, elevators and restrooms used by Trustees, their invitees, Library staff and patrons in the Leased Premises at the cost of the Lessee .

The City shall provide instructions to the Trustees for the removal of trash and recyclable material from the Lessee's operations.

Heating, Air-conditioning: The City shall supply heat and air-conditioning at no charge to the Lessee, except as described below in "Utilities." The Lessee shall have the right, at its cost, to supplement, in accordance with all applicable law and construction permits required and obtained thereunder, the Center's central heating and air-conditioning systems if the Center's equipment falters or fails.

Public Awareness: The Trustees shall have the right to publicize the availability of Library services at the Leased Premises, such right including the right to replace the signage left by the prior tenant of the Leased Premises with similar-size signage identifying the Trustees as the new tenant. The City may, in its sole discretion, use its existing communications vehicles, as appropriate and as requested by the Trustees, to inform the community about Library services offered at the Center.

Utilities: The City shall provide electricity, water and sewage, and garbage removal from the Center when and if Lessee provides garbage in accordance with the procedures and requirements of the Center as directed by the .As regards electricity, the Trustees shall pay the incremental additional cost of providing electricity when the Trustees use the Demised Premises during those times in which the Multiservice Center is not open to the general public. Such additional electricity charge shall be based

either on separate metering or a *pro rata* share computed on the basis of square footage,.

WiFi: The Lessee shall provide their own WiFi hub, as well as any and all utilities not otherwise notated herein, at its sole cost and expensive. If any utilities require construction at the Center, the Lessee shall so advise the Lessor and shall obtain the written approval of the Lessor prior to commencing any construction.

Notice: All mail and/or notices hereunder shall be delivered to the following addresses:

i. Board of Trustees
c/o Library Director
Hoboken Free Public Library
500 Park Avenue
Hoboken, NJ 07030

ii With a copy to the Trustees' attorney:

Michael A. Cerone, Jr., Esq.
840 Van Houten Avenue
Clifton, NJ 07013

Via regular mail and via email to macjresq@verizon.net

iii. City of Hoboken
c/o Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE EXECUTED THIS LEASE AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE: (The Trustees of the Free Public Library of the City of Hoboken)

Signed: _____
Allen W. Kratz
President, Board of Trustees
STATE OF NEW JERSEY, COUNTY OF HUDSON

The foregoing instrument was Sworn and Subscribed before me on

this _____ day of _____, 2016

Notary Public: _____
(Signature of Notary Public)

LESSOR: (The City of Hoboken)

Signed: _____

Dawn Zimmer

Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON

The foregoing instrument was Sworn and Subscribed before me on

this _____ day of _____, 2016

Notary Public: _____

(Signature of Notary Public)

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 179A ENTITLED “TAXI CABS”, CHAPTER 190 ENTITLED “VEHICLES AND TRAFFIC”, AND CHAPTER 192 ENTITLED “PARKING FOR HANDICAPPED” TO AMEND VARIOUS CURBSIDE PARKING REGULATIONS

WHEREAS, Chapter 179A of the General Code of the City of Hoboken establishes the rules and regulations associated with the City’s taxi licensing; and,

WHEREAS, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with circulation and parking within City borders; and,

WHEREAS, Chapter 192 of the General Code of the City of Hoboken establishes the rules and regulations associated with handicapped parking; and,

WHEREAS, the municipality has found that specific sections of Chapters 179A, 190, and 192 currently require amendments to better effectuate orderly and efficient use of public space and scarce curbside resources.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE CHAPTER 179A

§ 179A-24. Taxi stand; establishment and use.

B. There are hereby established, taxi stands at the following location;

(1) On the southern side of Hudson Place, east of River Street;

~~(2) On the northern side of 14th Street, east of Washington Street;~~

~~(3) On the eastern side of Adams Street beginning at the southerly curbline of 14th Street (south marginal road) and _____ (?)~~

SECTION TWO: AMENDMENTS TO HOBOKEN CODE CHAPTER 190

§ 190-6. No stopping standing.

B. Stopping or standing prohibited at any time. In accordance with the provisions of this subsection, no person shall stop or stand a vehicle at any time upon any of the following described streets or parts of streets:

Street Location	Side	Location
<u>Eighth Street</u>	<u>North</u>	<u>Beginning at the easterly curbline of Castle Point Terrace and extending to the easterly curbline of Hudson Street</u>

§ 190-6.1. Restricted parking for police vehicles, fire vehicles and official business.

Street Location	Side	Location	Restriction
First Street	South	Beginning at a point 35 feet east of the easterly curbline of Bloomfield Street and extending 83 feet easterly therefrom	Parking utility vehicles only at all times
<u>First Street</u>	<u>South</u>	<u>Beginning at a point 35 feet east of the easterly curbline of Bloomfield Street and extending to the westerly curbline of Washington Street</u>	<u>Parking utility vehicles only at all times</u>

§ 190-11. Loading zones designated.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in said location during the times indicated other than for the loading or unloading of goods and materials for a time limit of 20 minutes.

Name of Street	Times	Sides	Location
Bloomfield Street	8:00 a.m. to 6:00 p.m. Monday through Friday	West	Beginning at the northwest curbline of 10th Street and extending 35 feet northerly therefrom

Name of Street	Times	Sides	Location
<u>Bloomfield Street</u>	<u>8:00 a.m. to 6:00 p.m. Monday through Friday</u>	<u>West</u>	<u>Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending 25 feet northerly therefrom</u>
<u>Hudson Place</u>	<u>8:00 a.m. to 4:00 p.m. Monday through Friday</u>	<u>North</u>	<u>Beginning at a point 20 feet west of the the easterly terminus of Hudson Place and extending 18 feet westerly therefrom</u>
<u>Park Avenue</u>	<u>8:00 a.m. to 6:00 p.m. Monday through Friday</u>	<u>West</u>	<u>Beginning at the northwest curbline of 10th Street and extending 35 feet northerly therefrom</u>
<u>Park Avenue</u>	<u>8:00 a.m. to 6:00 p.m. Monday through Friday</u>	<u>West</u>	<u>Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending 25 feet northerly therefrom</u>
<u>Washington Street</u>	<u>8:00 a.m. to 3:00 p.m. Monday through Friday</u>	<u>East</u>	<u>Beginning at a point 40 feet south of the southerly curbline of Newark Street and extending 70 feet southerly therefrom</u>
<u>Willow Avenue</u>	<u>8:00 a.m. to 6:00 p.m. Monday through Friday</u>	<u>West</u>	<u>Beginning at the northwest curbline of 10th Street and extending 35 feet north therefrom</u>
<u>Willow Avenue</u>	<u>8:00 a.m. to 6:00 p.m. Monday through Friday</u>	<u>West</u>	<u>Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending 25 feet northerly therefrom</u>

§ 190-27. Angle parking locations.

~~A. Traditional angle parking.~~

A. Head-in angle parking

Name of Street	Side	Angle	Location
Newark Street	South	60°	Washington Street to Court Street
Sixth Street	South	60°	From Clinton Street to Grand Street

B. Reverse angle parking.

Name of Street	Side	Angle	Location
<u>Sixth Street</u>	<u>South</u>	<u>60°</u>	<u>From Clinton Street to Grand Street</u>

§ 190-29.8. Time limit location parking and fees.

In accordance with the provisions of this Article XVII, no person shall park or stand a vehicle for longer than the time limit posted upon any of the herein described streets or parts of streets, subject only to the exceptions and conditions in § 190-29.9:

Street Location	Side	Hours/Time Limits	Rate
Newark Street from Court Street to Washington Street	South	9:00 a.m. to 9:00 p.m./ 2.0 hours	\$0.25/15 min.

§ 190-54. (Corner Car) Locations designated.

Street Location	Side	Location
First Street	South	Beginning at a point 35 feet west of the westerly curbline of First Street and extending 32 feet westerly therefrom
<u>First Street</u>	<u>North</u>	<u>Beginning at a point 35 west of the westerly curbline of First Street and extending 32 feet westerly therefrom</u>

SECTION THREE: AMENDMENTS TO HOBOKEN CODE CHAPTER 192

§ 192-4. Enumeration of spaces.

B. The following locations are hereby approved by the Committee for Handicap Parking as general handicap spaces for all persons holding a motor vehicle services placard and/or the handicap license plates pursuant to N.J.S.A. 39:4-205:

Name of Street	Side	Location
Grand Street	West	Beginning at a point 55 feet north of the southerly curbline of Second Street and extending 22 feet southerly therefrom
<u>Grand Street</u>	<u>West</u>	<u>Beginning at a point 80 feet south of the southerly curbline of Second Street and extending 22 feet southerly therefrom</u>

SECTION FOUR: 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 FIVE: 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 SIX: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION SEVEN: 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: February 17, 2016

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos				
Michael Russo				
Jen Giattino, Council President				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos				
Michael Russo				
Jen Giattino, Council President				

Approved as to Legal Form:

Alysia Proko, Acting Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2016

Dawn Zimmer, Mayor

Sponsored By:
Seconded By:

City of Hoboken
Ordinance No _____

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN
ENTITLED (PARKING FOR PERSONS WITH DISABILITIES)
APPROVAL RE: PRIVATE PARKING SPACES FOR PERSONS WITH DISABILITIES**

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The following additions shall be made to Hoboken Code Sections 192-4:

Section 192-4 is hereby amended to add the following restricted handicapped parking spaces:

Joseph Valente 702 Willow Avenue: west side of Willow Avenue, beginning at a point of 35 feet north of the northerly curblineline of Seventh Street and extending 22 feet northerly therefrom.

Homayoon Kambiz 228 Jefferson Street: west side of Jefferson Street, beginning at a point of 65 feet south of the southerly curblineline of Third Street and extending 22 feet southerly therefrom.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinance and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: February 17, 2016

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Approved as to Legal Form:

, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2016

Dawn Zimmer, Mayor