

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

NOVEMBER 16, 2009

VENDORS (CHRISTMAS TREES) 2 ITEMS

CAL'S CHRISTMAS TREES 61 NEWARK ST  
C/O CALVIN FURINO HOBOKEN, NJ  
610 NEWARK ST  
HOBOKEN, NJ 07030

**SILLETTI BROS**  
400 WILLOW AVE  
HOBOKEN, NJ 07030

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**APPOINTING \_\_\_\_\_  
TO THE POSITION OF FOURTH WARD COUNCILPERSON**

**WHEREAS**, former Fourth Ward Councilperson Dawn Zimmer has resigned her position due to her recent election as Mayor of the City of Hoboken; and,

**WHEREAS**, a vacancy now exists in the position of Fourth Ward Councilperson; and,

**WHEREAS**, pursuant to the "Municipal Vacancy Law," N.J.S.A. 40A:16-1 et seq., ("Law"), the Council of the City of Hoboken is permitted to fill this vacancy temporarily by appointment until such time as an election can be held to permanently fill the position of Fourth Ward Councilperson; and,


**WHEREAS**, the Law provides that the Council has 30 days from the occurrence of the vacancy to appoint a temporary successor to fill the vacancy without regard to party; and,

**WHEREAS**, the Law provides that an appointment to fill a vacancy in the membership of a governing body shall be a majority vote of the remaining members, and that in the case of a tie-vote the Mayor shall be permitted to vote on this question;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby appoints \_\_\_\_\_ to the position of Fourth Ward Councilperson until an election can be held in accordance with the Law; and,

**BE IT FURTHER RESOLVED**, that the City Clerk shall swear in the appointee immediately.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steven W. Kleinman  
Corporation Counsel

Date of meeting: **November 16, 2009**

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**APPOINTING \_\_\_\_\_  
TO THE POSITION OF COUNCIL PRESIDENT**

**WHEREAS**, former Fourth Ward Councilperson Dawn Zimmer has resigned her seat due to her recent election as Mayor of the City of Hoboken; and,

**WHEREAS**, Mayor Zimmer was also serving in the position of Council President, and therefore a vacancy now exists in this position;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby appoints \_\_\_\_\_ to the position of Council President for the remainder of the term to fill the aforementioned vacancy; and,

**BE IT FURTHER RESOLVED**, that the City Clerk shall swear in the appointee immediately.

APPROVED AS TO FORM:



\_\_\_\_\_  
Steven W. Kleinman  
Corporation Counsel

Date of meeting: **November 16, 2009**

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**City of Hoboken**  
**Resolution No.:** \_\_\_\_\_

**RESOLUTION REJECTING THE BIDS RECEIVED FOR THE INSTALLATION OF A  
NEW ROOF AT THE MULTI-SERVICE CENTER AS SPECIFIED IN BID NUMBER  
10-15.**

**WHEREAS**, the City of Hoboken sought competitive proposals for the installation of a new roof at the Multi-Service Center; and,

**WHEREAS**, the below listed bids were submitted in compliance with the original bid specifications as advertised; and,

**WHEREAS**, bid inconsistency has made a reasonable award extremely difficult; and,

**WHEREAS**, the below listed vendors must be notified:

<u>Vendor</u>	<u>Proposal</u>
Laurant Construction Co., Inc. 3 Meadows Court Pennington, NJ 08534	\$ 247,800.00
VMG Group 27 East 33 <sup>rd</sup> Street Paterson, NJ 07514	\$ 202,025.00
ER Barrett, Inc. 110 Paris Street Newark, NJ 07105	\$ 207,200.00
Integrity Roofing 1385 Witherspoon Street Rahway, NJ 07065	\$ 194,965.00
Jersey Coast Construction Corp. 1716 Ginesi Drive Freehold, NJ 07728	\$ 277,500.00

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**City of Hoboken**  
**Resolution No.:** \_\_\_\_\_

**RESOLUTION OF THE CITY OF HOBOKEN, IN THE  
COUNTY OF HUDSON, NEW JERSEY MAKING  
APPLICATION TO THE LOCAL FINANCE BOARD  
PURSUANT TO N.J.S.A. 40A:2-51 AND N.J.S.A. 40A:3-4**

**WHEREAS**, the City Council of the City of Hoboken, in the County of Hudson, New Jersey (the "City") desires to make application to the Local Finance Board for (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "Ordinance") providing for the issuance of bonds or notes (the "Refunding Obligations") in order to pay amounts owing to others for taxes levied in and by the City and (ii) its approval of the proposed maturity schedule for such Refunding Obligations to the extent such Refunding Obligations will be issued in the form of "qualified bonds" under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. (the "MQBA"); and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) such purpose is in compliance with the requirements of the MQBA;
- (c) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (d) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant and are consistent with the requirements of the MQBA; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

**WHEREAS**, the City believes that the maturity schedule contained in the Application to the Local Finance Board is in the best interests of the City;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY**, as follows:

Section 1. The Application to the Local Finance Board is hereby approved, and the

City's Bond Counsel, Chief Financial Officer, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution and the Ordinance (if necessary) with the Local Finance Board as part of such application.

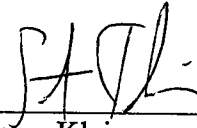
Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

**APPROVED FOR CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Judith L. Tripodi  
Fiscal Control Officer

  
\_\_\_\_\_  
Steven Kleinman  
Corporation Counsel

The above resolution was adopted on the following roll call vote:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

**CERTIFICATION**

I, James J. Farina, City Clerk of the City of Hoboken, in the County of Hudson, New Jersey (the "City"), do hereby certify that the above is a true copy of a resolution adopted by the City Council of the City at its meeting held on \_\_\_\_\_, 2009.

\_\_\_\_\_  
JAMES J. FARINA, City Clerk

Dated: \_\_\_\_\_, 2009

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made; now, therefore, be it-

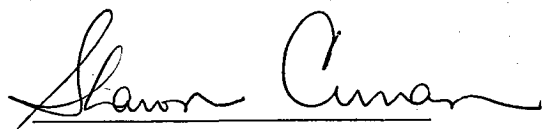
RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **\$6,205.14**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
FIRST AMERICAN R/E TAX SERVICE REFUND DEPARTMENT P O BOX 961250 FORT WORTH, TX 76161-9887	15/29/C0002	66 MONROE ST	4/09	\$1,015.53
METLIFE HOME LOANS C/O TOTAL MORTGAGE SOLUTIONS LP 1555 W. WALNUT HILL LANE STE #200A IRVING, TX 75038	25/1/C014B	700 FIRST ST	3/09	\$1,684.13
METLIFE HOME LOANS C/O TOTAL MORTGAGE SOLUTIONS LP 1555 W WALNUT HILL LANE STE #200A IRVING, TX 75038	217.1/26	610 HUDSON ST	3/09	\$3,505.48

Meeting: NOVEMBER 16, 2009

Approved as to Form:

  
CORPORATION COUNSEL

  
Sharon Curran

Sponsored By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**RESOLUTION AUTHORIZING CONTRACT FOR ENVIRONMENTAL ENGINEERING SERVICES FOR THE HOBOKEN COVE (FORMER TODD SHIPYARDS) SITE TO BIRDSALL ENGINEERING, INC.**

**WHEREAS**, the City of Hoboken wishes to undertake an environmental remediation of the Hoboken Cove (former Todd Shipyards) site, which has been dedicated for the development of open space/parkland; and,

**WHEREAS**, funding from the Hazardous Discharge Site Remediation Fund of the New Jersey Economic Development Authority has been awarded for the remediation of the Hoboken Cove (former Todd Shipyards) site in an amount of \$877,193.00 (but not to exceed 75% of project costs); and,

**WHEREAS**, the Hazardous Discharge Site Remediation award, if not spent (and project closed) by November 29, 2009 will terminate and the Authority will have no further obligation under the award agreement; and,

**WHEREAS**, Bid Documents, Construction Administration, Groundwater Monitoring Activities, Sensitive Receptor Survey/BEE and NJDEP Reporting (as per the Remedial Action Workplan submitted to NJDEP) are required in order to remediate the site; and,

**WHEREAS**, Birdsall Engineering, Inc. (BEI) has submitted a proposal for the work necessary to accomplish the aforementioned tasks (proposal attached) for an amount not to exceed Forty-Eight Thousand Nine Hundred Dollars (\$48,900.00); and,

**WHEREAS**, BEI has already completed substantial work for the City with respect to the Hoboken Cove (former Todd Shipyards) site, and therefore has gained special expertise and knowledge of this property that will allow it to provide these services for the City in the most efficient and cost-effective manner; and,

**WHEREAS**, this special expertise and knowledge provides a basis for waiving the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), as permitted by the Ordinance, but BEI is required to fully abide to the anti "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and,

**WHEREAS**, this type of work constitutes a professional service as defined by N.J.S.A. 40A:11-2-2(b) and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS**, funding for the aforementioned contract is available from the proceeds of Bond Ordinance Z-18;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken (a majority of the full Council concurring) does hereby authorize a contract between the City of Hoboken and Birdsall Engineering, Inc. to provide environmental engineering services for the Hoboken Cove (former Todd Shipyards) project as set forth above; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Hoboken in the County of Hudson that:


1. A contract for professional engineering services for the City of Hoboken shall be prepared and executed with the following vendor:

**Birdsall Engineering, Inc.  
611 Industrial Way West  
Eatontown, NJ 07724-2213**

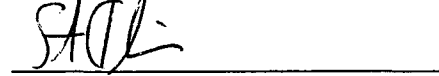
Such firm to be paid a total amount not to exceed \$48,900 for the services as set forth in its proposal attached hereto and made a part hereof.

2. This agreement shall be effective November 16, 2009 and terminate November 16, 2010.
3. The Mayor is hereby authorized to execute a contract with Birdsall Engineering, Inc. for environmental engineering services on behalf of the City of Hoboken and to take any other actions necessary to complete and realize the intent and purpose of this resolution.
4. The City Clerk shall publish notice of this resolution in one newspaper authorized by law to publish the City's legal advertisements in the format required by N.J.S.A. 40A:11-5(1)(a) and shall keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.
5. This resolution shall take effect immediately.

Approved:

  
Judith L. Tripodi  
Fiscal Control Officer

Approved as to form:

  
Steven W. Kleinman  
Corporation Counsel

**Date of Meeting: November 16, 2009**



## BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

City of Hoboken  
Department of Community Development  
92 Washington Street  
Hoboken, New Jersey 07030

September 18, 2009  
Proposal No. 093866

Attn: Mr. Todd Poole, Interim Director

**Re: Proposal for Implementation of Remedial Action Workplan  
Through Public Bid  
Former Todd Shipyard  
Park Avenue and 15<sup>th</sup> Street  
Block 267, Lot 1  
City of Hoboken, Hudson County, New Jersey**

Dear Mr. Poole:

As we have discussed, Birdsall Engineering, Inc., a business unit of Birdsall Services Group (BSG-BEI), is pleased to submit this proposal to update the construction plans and specifications and to rebid the project at the Former Todd Shipyard. Below is a list of tasks that will be required to comply with the updated environmental regulations, update these plans and perform construction administration and final environmental reporting on this project. The construction cost estimate for the improvements required based upon the information from the past bids on this project is \$1,300,000.00.

### **1.0 Update Contract Documents & Bid Support**

BSG-BEI will update the existing construction documents and prepare for public bid. This will include updating the specifications to meet all current environmental regulations that are applicable to this site. These specifications will be prepared in accordance with the public bidding format. Once the plans and specifications are complete, our office will coordinate bid dates with the City and will provide assistance through the entire bidding process. Our office will review all bids and make a recommendation of award to the City.

### **2.0 Construction Administration**

Once an award of contract has been made, BSG-BEI will prepare contract documents and conduct a pre-construction meeting with the Contractor, all appropriate City personnel, NJDEP and all affected utility companies. During the course of construction, BSG-BEI will provide any construction administration services necessary to bring this project to a successful and timely completion. Throughout the duration of this work, BSG-BEI will provide part-time inspection services necessary to insure that the Contractor is performing all activities in full accordance with the project plans and specifications. BSG-BEI will also review and approve all payment vouchers submitted by the Contractor before they are presented to the City for payment. As required, BSG-BEI will prepare a Remedial Action Report to document the remedial action activities performed. BSG-BEI will attend a total of four (4) project update meetings to discuss remedial action progress and any other necessary NJDEP required activities at the site, if necessary.

**BIRDSALL SERVICES GROUP**

ENGINEERS & CONSULTANTS

Mr. Todd Poole  
Page 2 of 2

September 18, 2009  
Proposal No. 093866

**3.0 Fee Schedule**

All professional services described in the itemized Scope of Services will be compensated at the respective Lump Sum Fee Schedule shown below.

<u>Section</u>	<u>Description</u>	<u>Fee</u>
1.0	Update Contract Documents & Bid Support	\$ 7,500.00
2.0	Construction Administration	<u>\$41,400.00</u>
Total Lump Sum Fee:		\$48,900.00

If this proposal and the enclosed General Conditions are acceptable, please sign where indicated below and return to this office. Upon authorization of this proposal, BSG-BEI will initiate the proposed scope of work.

Should you have any questions or require additional information, please do not hesitate to contact either Timothy C. Kinsella at 732-380-1700 ext. 1230 or myself at ext. 1258. We thank you for the opportunity of submitting this proposal.

Sincerely,

**BIRDSALL ENGINEERING, INC.**



David F. Backman  
Senior Project Manager

DFB:ms  
Attachment

cc: Gerald J. Freda, P.E., P.P., C.M.E., Executive Vice President, BSG-BEI  
Timothy C. Kinsella, C.P.G., GeoEnvironmental Manager, BSG-PMK  
Paul Calabrese, P.E., BSG-BEI  
Misty Santos, Financial Services, BSG  
Gail Bram, BSG-BEI

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



**BIRDSALL ENGINEERING, INC.**  
CONSULTING & ENVIRONMENTAL ENGINEERS

**BIRDSALL ENGINEERING, INC**  
**GENERAL CONDITIONS**

**1. AGREEMENT**

This Agreement (the "Agreement") between Birdsall Engineering, Inc. or its other identified affiliate (hereinafter designated as BEI) and CLIENT consists of the proposal (attached and incorporated by reference), and these General Conditions. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by BEI and a duly authorized agent of the CLIENT.

BEI will not initiate service without formal agreement on General Conditions and other terms and conditions set forth in this Agreement. For purposes of convenience, CLIENT may choose to accept this Agreement orally or to orally authorize BEI to initiate services. In either event, CLIENT specifically agrees that, as a material element of the consideration BEI requires to execute the services indicated herein, CLIENT's oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. CLIENT's or BEI's unilateral modification of this Agreement subsequent to BEI's initiation of service is expressly prohibited. Furthermore, all terms and conditions on CLIENT's purchase orders, work orders and/or other directives that are in conflict with the terms of this Agreement, are inapplicable to this Agreement and to BEI's involvement in CLIENT's project.

**2. STANDARD OF SERVICES AND WARRANTY**

Services performed by BEI under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

**3. EXISTING SITE CONDITION AND ACCESS**

- a) The CLIENT warrants to BEI that CLIENT has the legal right to authorize BEI's entry upon the real property where BEI's services are to be performed (hereinafter the "Site"). The CLIENT grants to BEI and its subcontractors the complete and unbridged right and authority to enter the Site and any property adjoining the Site, upon the CLIENT'S receipt of authorization, as is necessary to permit BEI to fulfill the work called for by this Agreement. CLIENT shall provide BEI with any written agreement relative to site access and/or access to property adjoining the site.
- b) BEI will take reasonable precautions to minimize damage to the Site and such adjoining properties. The CLIENT understands and agrees that BEI's activities may unavoidably cause some damage, the correction of which is not a part of this Agreement unless specified in the scope of services. The CLIENT also understands that the discovery of certain conditions may result in a reduction of the value of the Site.
- c) The CLIENT acknowledges that BEI has played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical, radiological or industrial disposal problem, if any, which may exist at or be related to the Site and that BEI has been retained for the sole purpose of assisting the CLIENT in assessing any problem that may exist and in formulating a mitigation program, if such is within the scope of services. It is recognized and agreed by the CLIENT that BEI has only assumed responsibility for conducting the investigation, and providing subsequent reports and recommendations to the CLIENT as detailed in the scope of services. The responsibility for making any disclosures or reports to any third party and/or for taking corrective, remedial or mitigative action shall be solely that of the CLIENT and/or owner of the Site, unless specifically set forth in a separate writing signed by both BEI and the CLIENT.
- d) The CLIENT shall make diligent efforts to locate all documents and information that relate to the identity, location, quantity, nature and/or characteristics of any solid, hazardous and/or radiological waste, underground storage tanks, piping or structures at or under the Site and shall furnish, or cause to be furnished, such documents and information to BEI. In addition, the CLIENT shall provide "as built" drawings of any structures on the Site, as well as reports, data, studies, plans, specifications, documents or other information, which exist as required by BEI for the proper performance of its services. BEI shall be entitled to rely upon any such documentation and information in performing its services, however, BEI assumes no responsibility or liability for the accuracy or completeness of such documentation.
- e) CLIENT shall defend, indemnify and save harmless BEI, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney's fees, arising out of errors, omissions and inaccuracies in documents and information provided to BEI by CLIENT.

**4. UTILITIES**

In the prosecution of the work under this Agreement, BEI will take all reasonable precautions to avoid damage to subterranean structures or utilities and shall make notice to the utilities hotline. To the fullest extent permitted by law CLIENT shall waive any claim against BEI and its subcontractors, consultants, agents, officers, directors and employees, and shall indemnify, defend and hold them harmless from any claim or liability for injury or loss arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to BEI's attention and/or not correctly shown on the plans furnished to BEI.

**5. CHARGES, BILLING AND PAYMENT**

- a) For the performance of its services, BEI shall be paid by the CLIENT in accordance with the Agreement. BEI shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by BEI. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.
- b) If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify BEI, in writing, of its objection within twenty (20) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. In the event that payment to BEI is not maintained on a thirty (30) day current basis, BEI may, upon providing ten (10) days written notice to the CLIENT, suspend further performance and withhold any and all data from the CLIENT until such invoiced payment(s) is restored to a current basis.
- c) Any invoices that are not paid within thirty (30) days of CLIENT's receipt of collection action notification by an attorney or collection agency shall constitute a release of BEI from any and all claims whatsoever, including, but not limited to, tort or contract claims, which CLIENT may have against BEI for services performed under said invoice(s).

- d) Expenses incurred for services, equipment and facilities not furnished by BEI are charged to CLIENT at cost plus fifteen percent. Automobile travel may be charged at \$.54 per mile.

**6. SUSPENSION AND/OR DELAY OF SERVICES**

- a) CLIENT may, at any time, by ten (10) days written notice to BEI, suspend further performance by BEI. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, as stated above BEI may by ten (10) days written notice to the CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of BEI, make this Agreement subject to termination or renegotiation.
- b) All suspensions and/or delays in the performance of this Agreement not caused by BEI (other than under the Force Majeure provision of paragraph 8) shall extend the contract completion date for a term consistent with the extent of such suspension or delay. BEI shall be paid for all services performed up to the date of suspension or delay, plus suspension and/or delay charges. Suspension and/or delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to any suspension and/or delay.
- c) In addition, in the event of suspension or delay of services for any reason prior to completion of all reports contemplated by this Agreement, BEI reserves the right to complete such analyses and records as are necessary to place their files in order and, where necessary to protect their professional reputation, to complete a report respecting the services performed. A reasonable suspension and/or delay charge to cover the costs thereof may, at the option of BEI, be made.

**7. TERMINATION**

- a) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BEI shall be paid for services performed to the termination notice date, plus reasonable termination charges. Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to termination.
- b) In addition, in the event of termination for any reason prior to completion of all reports contemplated by this Agreement, BEI reserves the right to complete such analyses and reports as are necessary to place its files in order and to complete reports respecting services performed to the date of notice of termination or suspension. A reasonable termination charge to cover the costs to complete such analyses, records and reports may be charged by BEI.

**8. FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of any obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.

**9. RIGHTS IN DATA**

The CLIENT agrees that any patentable or copyrightable concepts, data or software developed by BEI as a direct or indirect consequence of services rendered hereunder are the sole and exclusive property of BEI.

**10. OWNERSHIP, MANAGEMENT AND USE OF DOCUMENTS**

- a) All materials resulting from BEI's efforts on this project, other than as set forth in paragraph 9 above, including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of BEI's service, but unless otherwise specified in the scope of services shall be owned by the CLIENT.
- b) BEI shall maintain for the CLIENT all materials as described in paragraph 10a above, in kind or on electronic media, for a period of not less than two (2) years after completion of the project, except for soil samples and specimens which shall be maintained for a period of two (2) months after the submission of BEI's final report, unless the CLIENT otherwise specifies, or unless otherwise required by applicable law. The CLIENT shall specify in advance and pay for all arrangements where special or extended maintenance of such materials by BEI is to occur.
- c) All documents and information generated as part of this Agreement are intended solely for use by CLIENT and shall not be provided to any other entity, including, but not limited to, any insurance company, without BEI's written authorization, nor shall such documents or information be mentioned, communicated, disclosed or referred to in any offering circular, securities offering, loan application, real estate transaction documentation or other similar material without express written consent of BEI. To the fullest extent permitted by law CLIENT shall defend, indemnify and hold harmless BEI from and against any action or claim brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without BEI's written authorization.
- d) All reports and other materials resulting from BEI's efforts on this project are not intended or represented to be suitable for reuse by the CLIENT or others. Reuse of said reports or other materials by the CLIENT without written permission from BEI for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever on BEI's part, and to the fullest extent permitted by law CLIENT agrees to indemnify and hold harmless BEI for all claims, damages and expenses, including, but not limited to, attorneys' fees, arising out of such unauthorized reuse. Any reuse of the instruments of service occurring with BEI's written permission shall entitle BEI to further compensation in amounts to be agreed upon with the CLIENT.

**11. ELECTRONIC DOCUMENTS**

- a) All drawings, specifications and/or other documents prepared by BEI or its subconsultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the CLIENT in connection with the CLIENT's performance of its responsibilities and obligations relating to the Work. Electronic Documents do not replace or supplement the paper copies of any drawings, specifications or other documents.
- b) The parties agree that Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the CLIENT that there are no warranties of any kind made with respect to such Electronic Documents or in the media in which they are contained, either express or implied.
- c) If any differences exist between the printed and any Electronic Documents, the information contained in the instruments of service shall be presumed to be correct and take precedence over the Electronic Documents, unless BEI specifically advises CLIENT to the contrary in writing.
- d) CLIENT agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless CLIENT has received the express written consent of BEI to do so.
- e) CLIENT further agrees that the electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to CLIENT for the limited purpose stated above only. CLIENT agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above.

- f) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BEI from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.
12. **CONFIDENTIALITY**  
BEI agrees to keep confidential and not to knowingly disclose to any person or entity, other than employees and subcontractors performing hereunder, without the prior consent of the CLIENT, any data or information not previously known to or generated by BEI, or furnished to BEI and marked "CONFIDENTIAL" by the CLIENT in the course of performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or which were acquired by BEI independently from third parties not under any obligation to the CLIENT to keep such information confidential. The CLIENT agrees that BEI may use and publish the CLIENT's name and a general description of services performed with respect to the project in describing BEI's experience and qualifications to other CLIENTS and prospective CLIENTS.
13. **NON-DISCLOSURE AGREEMENT**  
The technical and pricing information contained in any proposals submitted by BEI as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed or otherwise made available to any third party without the express written consent of BEI.
14. **OTHER CONTRACTORS**  
a) BEI will not direct, supervise or control the work of other contractors or their subcontractors providing services at the Site. BEI's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.  
b) BEI shall be responsible only for its activities and that of its employees or its subcontractors on any Site. Neither the professional activities nor the presence of BEI or its employees or subcontractors on a Site shall imply that BEI controls the operations of others, nor shall this be construed to be an acceptance by BEI of any responsibility for jobsite safety.
15. **INSURANCE**  
BEI maintains workers' compensation, employer's liability insurance, comprehensive general, automobile and professional liability insurance coverage. Certificates of insurance evidencing such coverage shall be provided upon request.
16. **INDEMNITY**  
a) To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless BEI from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court or alternative dispute resolution proceedings as set forth in Section 22, arising out of or resulting from the services or work of BEI or any claims against BEI arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that BEI is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.  
b) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BEI from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and costs relating to court or alternative dispute resolution proceedings brought by any person or entity, or claims against BEI which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.  
c) To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of BEI. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction, or as resolved in Section 22, Disputes, to be the sole result of negligence or willful misconduct by BEI of obligations under this Agreement.  
d) The obligations under this Section 16 and all other obligations to provide indemnity under this Agreement shall survive the termination of this Agreement.
17. **LIMITATIONS OF LIABILITY**  
a) BEI's total liability shall be limited to injury or loss caused by the negligence or willful misconduct of BEI. Furthermore, the parties agree that BEI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollution or other dangerous substance or conditions at the Site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances and/or conditions.  
b) BEI's liability for injury or loss arising from, out of or in any way relating to this Agreement from any cause(s) whatsoever, including, but not limited to, BEI's negligence, errors, omissions, strict liability, breach of contract or breach of any statutory duty or obligation, shall not exceed the total compensation received by BEI under this Agreement or \$50,000, whichever is greater.  
c) The CLIENT agrees to indemnify, defend and hold harmless BEI from any loss in excess of the limits determined in paragraph 17b above for injury or loss sustained by any person or entity including, without limitation, injury sustained by the CLIENT or any third party, allegedly caused by BEI's performance of services hereunder.  
d) It should be expressly understood that this limitation of liability is agreed by BEI and the CLIENT to be a reasonable assumption of risk based on the fee structure outlined in this Agreement. In the event that the CLIENT is unwilling to limit BEI's liability in accordance with the provisions set forth herein, CLIENT may, upon written request prior to acceptance of this Agreement request an increase in the limit of BEI's liability in consideration of increased professional fees for the assumption of greater risk for the services covered under this Agreement.  
e) In no event shall BEI be liable for incidental or consequential damages, including, without limitation, loss of use or loss of profits, incurred by the CLIENT or the CLIENT's subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of BEI.  
f) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other CLIENT directives.

**18. INDEPENDENT CONTRACTOR**

BEI is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner or joint venture. BEI is employed to render professional services only, as specified in the scope of services, and any payments made by the CLIENT are compensation solely for such services rendered. BEI's review or supervision of work prepared or performed by any individuals or firms employed by the CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

**19. ASSIGNMENT**

There shall be no assignment of the rights or obligations in this Agreement by CLIENT without the written consent of BEI, and any assignment, absent such consent, shall be null and void, and shall render the corresponding duties and obligations of BEI null and void.

**20. DISCOVERY OF UNANTICIPATED CONTAMINATED MATERIALS**

- a) Hazardous and/or radioactive materials, or certain types of hazardous and/or radioactive materials, may exist at the Site where there is no reason to believe they could or should be present. BEI and the CLIENT agree that the discovery of unanticipated hazardous and/or radioactive materials constitutes a changed condition mandating a renegotiation of the scope of services or, at BEI's option, warranting termination of services. BEI and the CLIENT also agree that the discovery of unanticipated hazardous and/or radioactive materials shall make it necessary for BEI to take immediate measures to protect human health and safety, and/or the environment, to the extent required by law. The CLIENT agrees that all reporting requirements as set forth by applicable local, state and federal statutes are solely the responsibility of the CLIENT.
- b) BEI agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive materials be encountered. The CLIENT encourages BEI to take any and all measures that in BEI's professional opinion are justified to preserve and protect the safety of BEI's personnel and the public, and/or the environment. CLIENT shall indemnify and hold harmless BEI from any failure by CLIENT to provide notice to any governmental agency or authority as required by law.
- c) The CLIENT agrees to compensate BEI for the additional costs of such work. In addition, the CLIENT waives any claim against BEI, and agrees to indemnify, defend and hold BEI harmless from any claim or liability for injury or loss arising from BEI's encountering of unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive material. The CLIENT also agrees to compensate BEI for any time spent and expenses incurred by BEI in defense of any such claim, with such compensation to be based upon BEI's prevailing fee schedule and any associated direct costs.

**21. DISPOSAL OF CONTAMINATED MATERIAL**

All materials, samples and/or waste of, or containing, hazardous, toxic and/or radioactive contaminants are the property and responsibility of the CLIENT and shall be the responsibility of CLIENT respecting the proper disposal thereof. All laboratory and field equipment that cannot readily and adequately be cleaned of its hazardous, toxic and/or radioactive contaminants shall become the property and responsibility of the CLIENT. All waste, including all equipment as referenced herein that remains contaminated, shall be turned over to the CLIENT for proper disposal. All arrangements to ensure that waste is directly turned over to a licensed hazardous and/or radioactive waste transporter and/or disposal facility may be made by BEI at the CLIENT'S request, responsibility and expense. The CLIENT agrees that BEI has no responsibility as a handler, generator, operator, treator or storer, transporter or disposer of hazardous, toxic or radioactive substances found or identified at the Site and agrees to indemnify, defend and hold harmless BEI from and against all loss, damage and expense arising out of the disposal of all such samples, waste and/or equipment, except to the extent caused by the negligence or willful misconduct of BEI.

**22. DISPUTES**

- a) All claims, disputes and other matters in question between the parties arising out of our relating to this Agreement or the breach thereof shall be addressed in the following manner:
  - i) The parties shall enter into good faith negotiations to select a method of dispute resolution other than litigation, such as, arbitration, mediation or other methods of alternative dispute resolution;
  - ii) In the event the parties are unable to agree on a method of dispute resolution other than litigation, such suit shall be brought in the Superior Court of the State of New Jersey and the parties agree to submit to the jurisdiction of such Court.
- b) Should it be necessary for either party to initiate legal proceedings to enforce any term or condition of this Agreement, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in such proceedings.

**23. NOTICES**

Any notice given hereunder shall be deemed served when delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified or duly posted regular mail, to the business address identified in the Proposal.

**24. GOVERNING LAW**

Unless otherwise provided in an attachment to this Agreement, the law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, and remedies for contract breach or any other claims related to this Agreement.

**25. NO THIRD PARTY RIGHTS**

This Agreement shall not create any rights or benefits to parties other than the CLIENT and BEI.

**26. SEVERABILITY**

If any term, condition or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

**27. SIGNATURES**

The signatories as identified in the proposal and/or other work orders, change orders or other CLIENT directives are the authorized representatives upon whose authority each party may rely in performance of this Agreement. Any information or notices as required or permitted under this Agreement are deemed to have been sufficiently given to either party if provided to the signatories at their referenced addresses, or to such parties and/or addresses as such signatories may subsequently designate.

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

City of Hoboken

Resolved, that filed minutes for the Hoboken City Council regular meeting of September 16, 2009 have been reviewed and approved as to legal form and content.

\_\_\_\_\_  
Approved to form

**Meeting Date:** November 16, 2009

**CITY OF HOBOKEN**  
**Department of Administration**

**DAWN ZIMMER**  
Mayor



**JUDITH L. TRIPODI**  
Fiscal Monitor

November 12, 2009

Mayor and City Council of the  
City of Hoboken, in the  
County of Hudson, New Jersey  
94 Washington Street  
Hoboken, New Jersey 07030

**RE: Approval of Bond Ordinance**

Dear Mayor and Council Members:

I hereby approve the refunding bond ordinance entitled "**REFUNDING BOND ORDINANCE PROVIDING FOR PAYMENT OF AMOUNTS OWING TO OTHERS FOR TAXES LEVIED IN AND BY THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, APPROPRIATING \$2,595,731 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,595,731 BONDS OR NOTES OF THE CITY OF HOBOKEN FOR FINANCING THE COST THEREOF,**" a copy of which is attached hereto, which is expected to be introduced by the City Council on November 16, 2009.

Very truly yours,

  
JUDITH L. TRIPODI  
Fiscal Monitor

Sponsor: \_\_\_\_\_

Second: \_\_\_\_\_

**CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_**

**REFUNDING BOND ORDINANCE PROVIDING FOR  
PAYMENT OF AMOUNTS OWING TO OTHERS FOR  
TAXES LEVIED IN AND BY THE CITY OF HOBOKEN, IN  
THE COUNTY OF HUDSON, NEW JERSEY,  
APPROPRIATING \$2,595,731 THEREFOR AND  
AUTHORIZING THE ISSUANCE OF \$2,595,731 BONDS OR  
NOTES OF THE CITY OF HOBOKEN FOR FINANCING  
THE COST THEREOF.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN  
THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members  
thereof affirmatively concurring) AS FOLLOWS:**

Section 1. The City of Hoboken, in the County of Hudson, New Jersey (the "City") is hereby authorized to pay an aggregate amount not exceeding \$2,595,731 for amounts owed by the City to the owners of various properties for taxes levied in the City, as more particularly described on the List of Owners and Properties involved in Tax Appeals available for inspection in the office of the City Clerk, which list is hereby incorporated by reference as if set forth at length herein, and which amounts are due and owing from the City on or before June 30, 2010.

Section 2. An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount of \$2,595,731 pursuant to the Local Bond Law.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the tenth anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the

meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the Chief Financial Officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this refunding bond ordinance by \$2,595,731, but that the net debt of the City determined as provided in the Local Bond Law is not increased by virtue of a deduction pursuant to N.J.S.A. 40A:2-52.

Section 6. To the extent the refunding bonds or notes authorized hereunder are issued as tax-exempt obligations, the City hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the refunding bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder. The City reasonably expects to expend general funds or other available moneys for the purpose described in Section 1 hereof prior to the issuance of refunding bonds or notes hereunder. To the extent such funds are spent, the City further reasonably expects to reimburse such expenditures from the proceeds of the refunding

bonds or notes authorized by this refunding bond ordinance, in an aggregate not to exceed the amount of refunding bonds or notes authorized in Section 3 hereof.

Section 7. The City hereby covenants to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 to the extent applicable to the issuance of refunding bonds or notes issued pursuant to this refunding bond ordinance.

Section 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

**NOTICE OF PENDING REFUNDING BOND ORDINANCE**

**PUBLIC NOTICE IS HEREBY GIVEN** that the foregoing refunding bond ordinance was duly introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, New Jersey, held on \_\_\_\_\_, 2009. Further notice is hereby given that said refunding bond ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said City Council to be held in the Council Chambers, City Hall, Hoboken, New Jersey, on \_\_\_\_\_, 2009 at o'clock \_m., and during the week prior to and up to and including the date of such meeting, copies of said refunding bond ordinance will be made available at the City Clerk's Office in the Municipal Building to the members of the general public who shall request the same.

---

James J. Farina, City Clerk

**NOTICE OF ADOPTION OF REFUNDING BOND ORDINANCE**

**PUBLIC NOTICE IS HEREBY GIVEN** that the refunding bond ordinance published herewith has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, New Jersey, on \_\_\_\_\_, 2009, and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such refunding bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this notice.

---

James J. Farina, City Clerk

**CLERK'S CERTIFICATE**

I, James J. Farina, Clerk of the City of Hoboken, in the County of Hudson, State of New Jersey, HEREBY CERTIFY as follows that:

1. The attached copy of Ordinance No. \_\_\_\_\_ of said City entitled as set forth below and finally adopted on \_\_\_\_\_, 2009, has been compared by me with the original thereof officially recorded in the Ordinance Book of the City and is a true and correct copy thereof and of the whole of said original Ordinance. The title of said Ordinance is as follows:

**REFUNDING BOND ORDINANCE PROVIDING FOR  
PAYMENT OF AMOUNTS OWING TO OTHERS FOR  
TAXES LEVIED IN AND BY THE CITY OF HOBOKEN, IN  
THE COUNTY OF HUDSON, NEW JERSEY,  
APPROPRIATING \$2,595,731 THEREFOR AND  
AUTHORIZING THE ISSUANCE OF \$2,595,731 BONDS OR  
NOTES OF THE CITY OF HOBOKEN FOR FINANCING  
THE COST THEREOF.**

2. Said Ordinance was introduced in writing and read and passed on first reading at a \_\_\_\_\_ meeting of the City Council of said City duly called and held on \_\_\_\_\_, 2009 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of said City Council, at a \_\_\_\_\_ meeting thereof duly called and held on \_\_\_\_\_, 2009 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard.

3. Said Ordinance was published after first reading on \_\_\_\_\_, 2009, together with notice of the introduction and the date and the time and place of further consideration of said Ordinance. A true and correct copy of the affidavit of publication of said Ordinance is attached hereto.

4. On \_\_\_\_\_, 2009, said Ordinance was posted on the bulletin board in the Municipal Building of the City together with notice of the availability of copies of said Ordinance at the Office of the Clerk, and such copies of said Ordinance were made available to all members of the general public requesting the same.

5. After final passage, said Ordinance was duly published on \_\_\_\_\_, 2009 in \_\_\_\_\_, a newspaper circulating in the City, and no protest by any person against making the improvement or issuing the indebtedness authorized in said Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of such Ordinance been commenced within 20 days after such publication. A true and correct copy of the affidavit of publication of

said Ordinance is attached hereto.

6. Said Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the Office of the Clerk for public inspection from the date of introduction to the date of final adoption.

7. The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of the City, prepared as of \_\_\_\_\_, 2009, and sworn to on \_\_\_\_\_, 2009 by \_\_\_\_\_, who was then the Chief Financial Officer of said City, and filed in the office of said Clerk on \_\_\_\_\_, 2009, and that the same is a true and complete copy of said original Supplemental Debt Statement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

\_\_\_\_\_  
James J. Farina, City Clerk

ATTACHMENTS:

- A) Ordinance
- B) Extract of minutes of City Council meeting at which Ordinance was introduced
- C) Extract of minutes of City Council meeting at which Ordinance was finally adopted
- D) Affidavit of First Publication of Ordinance after introduction
- E) Affidavit of Second Publication of Ordinance after final adoption
- F) Supplemental Debt Statement

**CITY OF HOBOKEN**  
**Department of Administration**

**DAWN ZIMMER**  
Mayor



**JUDITH L. TRIPODI**  
Fiscal Monitor

November 12, 2009

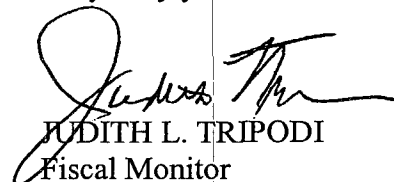
Mayor and City Council of the  
City of Hoboken, in the  
County of Hudson, New Jersey  
94 Washington Street  
Hoboken, New Jersey 07030

**RE: Approval of Bond Ordinance**

Dear Mayor and Council Members:

I hereby approve the bond ordinance entitled "**AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF A FIRE ENGINE, APPARATUS AND EQUIPMENT FOR THE CITY OF HOBOKEN FIRE DEPARTMENT AND APPROPRIATING \$610,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$579,500 IN BONDS OR NOTES OF THE CITY OF HOBOKEN TO FINANCE THE SAME**", a copy of which is attached hereto, which is expected to be introduced by the City Council on November 16, 2009.

Very truly yours,

  
JUDITH L. TRIPODI  
Fiscal Monitor

Sponsor: \_\_\_\_\_

Second: \_\_\_\_\_

**CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF A FIRE ENGINE, APPARATUS AND EQUIPMENT FOR THE CITY OF HOBOKEN FIRE DEPARTMENT AND APPROPRIATING \$610,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$579,500 IN BONDS OR NOTES OF THE CITY OF HOBOKEN TO FINANCE THE SAME.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the City of Hoboken, in the County of Hudson, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of money therein stated as the appropriation made for the improvement or purpose, such sum amounting to \$610,000 including the sum of \$30,500 as the down payment for the improvement or purpose required by the Local Bond Law. The down payment has been made available by virtue of provision in the capital improvement fund in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose provided for hereunder, negotiable bonds are hereby authorized to be issued in the principal amount of \$579,500 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds are to be issued is the acquisition of a fire engine, apparatus and all NFPA approved/required equipment for the City of Hoboken Fire Department, including all work, materials and services necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget (or temporary capital budget as applicable) of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget (or amended temporary capital budget as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$579,500 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) The City reasonably expects to commence the acquisition and/or construction of the improvement or purpose described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant or other moneys received for the purpose described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. After passage upon first reading of this bond ordinance, the City Clerk is hereby directed to publish the full text of the bond ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING BOND ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19, at least seven days prior to the date set for public hearing and further consideration for final passage

(which date shall be at least ten days after introduction and first reading). The City Clerk is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this bond ordinance.

Section 10. After final adoption of this bond ordinance by the City Council, the City Clerk is hereby directed to publish the full text of this bond ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF BOND ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19.

Section 11. The City Council of the City hereby covenants on behalf of the City to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by Section 10 hereof and the Local Bond Law.

Approved:

\_\_\_\_\_  
Mayor

**NOTICE OF PENDING BOND ORDINANCE**

PUBLIC NOTICE IS HEREBY GIVEN that the foregoing bond ordinance was duly introduced and passed upon first reading at a regular meeting of the City Council of the City of Hoboken, in the County of Hudson, New Jersey, held on \_\_\_\_\_, 2009. Further notice is hereby given that said bond ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said City Council to be held in the Council Chambers, City Hall, Hoboken, New Jersey on \_\_\_\_\_, 2009 at \_\_\_\_ o'clock p.m., and during the week prior to and up to and including the date of such meeting, copies of said bond ordinance will be made available at the City Clerk's office in the Municipal Building to the members of the general public who shall request the same.

---

James J. Farina, City Clerk

**NOTICE OF ADOPTION OF BOND ORDINANCE**

PUBLIC NOTICE IS HEREBY GIVEN that the bond ordinance published herewith has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, New Jersey on \_\_\_\_\_, 2009 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this notice.

---

James J. Farina, City Clerk

**CLERK'S CERTIFICATE**

I, James J. Farina, City Clerk of the City of Hoboken, in the County of Hudson, State of New Jersey, HEREBY CERTIFY as follows that:

1. The attached copy of Ordinance No. \_\_\_\_\_ of said City entitled as set forth below and finally adopted on \_\_\_\_\_, 2009, has been compared by me with the original thereof officially recorded in the Ordinance Book of the City and is a true and correct copy thereof and of the whole of said original Ordinance. The title of said Ordinance is as follows:

AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF A FIRE ENGINE, APPARATUS AND EQUIPMENT FOR THE CITY OF HOBOKEN FIRE DEPARTMENT AND APPROPRIATING \$610,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$579,500 IN BONDS OR NOTES OF THE CITY OF HOBOKEN TO FINANCE THE SAME.

2. Said Ordinance was introduced in writing and read and passed on first reading at a regular meeting of the City Council of said City duly called and held on \_\_\_\_\_, 2009 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of said City Council, at a regular meeting thereof duly called and held on \_\_\_\_\_, 2009 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard.

3. Said Ordinance was published after first reading, on \_\_\_\_\_, 2009, together with the Notice of Pending Bond Ordinance, containing the date of introduction, time and place of further consideration of said Ordinance, in the \_\_\_\_\_, a newspaper published and circulating in the City (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

4. On \_\_\_\_\_, 2009, said Ordinance was posted on the bulletin board in the Municipal Building of the City together with notice of the availability of copies of said Ordinance at the Office of the City Clerk, and such copies of said Ordinance were made available to all members of the general public requesting the same.

5. After final passage, said Ordinance was duly published, together with the Notice of Adoption of Bond Ordinance, on \_\_\_\_\_, 2009 in the \_\_\_\_\_, a newspaper published and circulating in the City, and no protest by any person against making the improvement or issuing the indebtedness authorized in said Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in

the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of such Ordinance has been commenced within 20 days after such publication (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

6. Said Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the Office of the City Clerk for public inspection from the date of introduction to the date of final adoption.

7. The Ordinance appropriated a down payment of not less than 5% of the obligations thereby authorized to the purpose, or ratably to the purposes, to be financed pursuant to the Ordinance, and such sum was made available (~~strike out inapplicable language~~) (a) by provision in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes, (b) from moneys then actually held by the City and previously contributed for such purposes other than by the City; and/or (c) by emergency appropriation.

8. The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of said City, prepared as of \_\_\_\_\_, 2009, and sworn to on \_\_\_\_\_, 2009, by \_\_\_\_\_, who was then the Chief Financial Officer of said City, and filed in the office of said City Clerk on \_\_\_\_\_, 2009, and that the same is a true and complete copy of said original Supplemental Debt Statement.

9. A complete, executed duplicate of the said original Supplemental Debt Statement was duly filed (before final adoption by the City Council) in the Office of the Director of the Division of Local Government Services of the State of New Jersey on \_\_\_\_\_, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

\_\_\_\_\_  
James J. Farina, City Clerk

## ATTACHMENTS

- A) Ordinance
- B) Extract of minutes of City Council meeting at which Ordinance was introduced
- C) Extract of minutes of City Council meeting at which Ordinance was finally adopted
- D) Affidavit of First Publication of Ordinance after introduction
- E) Affidavit of Second Publication of Ordinance after final adoption
- F) Supplemental Debt Statement

**Sponsor: Councilwoman Elizabeth Mason**

**Second: Councilwoman Theresa Castellano**

**CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE SALARY OF THE MAYOR**

**WHEREAS**, pursuant to N.J.S.A. 40:69A-180(c), the compensation of the Mayor shall be fixed by the Council; and

**WHEREAS**, amendment of a previously adopted salary may be effected at the discretion of the Council; and

**WHEREAS**, members of the Council recognize the budgetary challenges faced by the City of Hoboken during these difficult economic times and further recognize that the residents have shouldered the burden of a significant tax increase to sustain the city's budget; and

**WHEREAS**, the salary and benefits received by Hoboken administrative officers far exceed the compensation of officers of other benchmark municipalities;

**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey as follows:

**SECTION ONE**

The annual salary of the Mayor of Hoboken, previously established by Ordinance in the amount of one hundred sixteen thousand, nine hundred fifty dollars (\$116,950), shall be reduced by fifteen percent (15%) or seventeen thousand, five hundred fifty dollars (\$17,550) (rounded from \$17,542.50) to a new base salary of ninety nine thousand, four hundred dollars (\$99,400) effective January 1, 2010.

The Mayor shall be entitle to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association but shall not receive longevity pay or overtime. All vacation days shall accrue pro-rata on a monthly basis.

**SECTION TWO**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it

being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE**

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 effect 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**

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

**SECTION FIVE**

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: November 16, 2009**


ADOPTED:

APPROVED:

\_\_\_\_\_  
James J. Farina, City Clerk

\_\_\_\_\_  
Dawn Zimmer, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steven W. Kleinman, Corporation Counsel

Sponsor: Councilwoman Elizabeth Mason

Second: Councilwoman Theresa Castellano

**CITY OF HOBOKEN  
ORDINANCE NO.: \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE SALARY OF DEPARTMENT HEADS**

**WHEREAS**, pursuant to N.J.S.A. 40:69A-180(c), the compensation of Department Heads shall be fixed by the Council; and

**WHEREAS**, amendment of a previously adopted salary may be effected at the discretion of the Council; and

**WHEREAS**, members of the Council recognize the budgetary challenges faced by the City of Hoboken during these difficult economic times and further recognize that the residents have shouldered the burden of a significant tax increase to sustain the city's budget; and

**WHEREAS**, the salary and benefits received by Hoboken administrative officers far exceed the compensation of officers of other benchmark municipalities;

**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey as follows:

**SECTION ONE**

The annual salary for Department Heads (Directors) shall be determined by the Mayor but in no event shall exceed the maximum salary as set forth herein.

**SECTION TWO**

The maximum annual salary, for Department Heads (Directors), previously established by Ordinance in the amount of one hundred three thousand, five hundred dollars (\$103,500), shall be reduced by ten percent (10%) or ten thousand, three hundred fifty dollars (\$10,350) to a new maximum salary of ninety three thousand, one hundred fifty dollars (\$93,150) effective January 1, 2010. The Director of Public Safety, whose annual salary was previously established by Ordinance in the amount of seven thousand, five hundred dollars (\$27,500) will remain unchanged.

Department Heads (Directors) shall be entitled to equivalent benefits as are set forth in the current collective bargaining agreement between the City and the Hoboken Municipal Supervisors Association but shall not receive longevity pay or overtime. All vacation days shall accrue pro-rata on a monthly basis.

### **SECTION THREE**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

### **SECTION FOUR**

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 effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

### **SECTION FIVE**

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

### **SECTION SIX**

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 repeals of existing provisions not intended to be repealed.

**Date of Introduction: November 16, 2009**

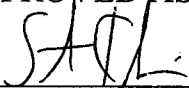
ADOPTED:

APPROVED:

\_\_\_\_\_  
James J. Farina, City Clerk

\_\_\_\_\_  
Dawn Zimmer, Mayor

APPROVED AS TO FORM:



---

Steven W. Kleinman, Corporation Counsel