

DRAFT DOCKET

HACKENSACK CITY COUNCIL MEETING – Tuesday, October 20, 2026 5:30 PM

I. CALL TO ORDER AND ORDER OF BUSINESS

- a. Open Public Meeting Act: *The City Clerk announces that the meeting is being held in accordance with the “Open Public Meeting Act”, N.J.S.A. 10:4-6 et seq., notice of which was posted on the [Municipal Website](#) pursuant to Public Law 2025, c. 72.*
- b. Roll Call
- c. Flag Salute
- d. Approval of Minutes: October 6, 2026 Council Meeting

II. RESOLUTION FOR EXECUTIVE SESSION

- a. On-going Litigation:
- b. Matters involving attorney/client privilege
- c. Matters involving the purchase, lease or acquisition of real property
- d. Any pending or anticipated litigation or contract negotiations

III. PROCLAMATIONS AND PRESENTATIONS

- a. Proclamations/Presentations:
 - i. Fire Department Promotions
- b. Presentations by Groups: None

IV. REPORTS AND PRESENTATIONS FROM PROFESSIONALS AND DEPARTMENT HEADS

- a. Department Head Reports
- b. City Professional Presentations
- c. City Manager’s Report

V. PUBLIC COMMENT (on agenda items only)

VI. NEW BUSINESS (ORDINANCES AND RESOLUTIONS)

i. Ordinance for Second Reading

- 1. Resolution #295-26 Adoption of Ordinance 18-2026, An Ordinance to Amend Chapter 170 of the Code of the City of Hackensack, “Vehicles And Traffic,” to Add a New Handicapped Parking Space in Section 49.2, “Parking for the Handicapped”
- 2. Resolution #296-26 Adoption of Ordinance 19-2026, An Ordinance to Amend Chapter 112 of the Code of the City of Hackensack, “Noise,” to Adopt a Noise Control Ordinance Based Upon the Model Ordinance Prepared by the New Jersey Department of Environmental Protection Pursuant to the New Jersey Noise Control Act

3. Resolution #297-26 Adoption of Ordinance 20-2026, An Ordinance Authorizing the Termination of the Financial Agreement Providing a Long-Term Tax Exemption Pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) to Hecker Holdings Urban Renewal LLC.

ii. Ordinances for First Reading

4. Resolution #298-26 Introduction of Ordinance 21-2026, Bond Ordinance Providing An Appropriation of \$2,750,000 Providing for Various Capital Improvements and Acquisitions in and for the City of Hackensack, in the County of Bergen, New Jersey, and Authorizing the Issuance of \$2,113,750 Bonds or Notes of the City for Financing Part of the Appropriation
5. Resolution #299-26 Introduction of Ordinance 22-2026, An Ordinance to Amend Chapter 117 of the Code of the City of Hackensack, "Parks," to Clarify Certain Rules and Regulations of the Parks

iii. Consent Agenda

"The City Clerk announces that the following items are considered to be routine in nature and will be enacted in one motion; any items requiring expenditure are supported by a Certification of Availability of Funds; any item requiring discussion will be removed from the Consent agenda; and Consent Agenda items will be reflected in full in the minutes including any exceptions and/or additions."

6. Resolution #300-26 Resolution Authorizing Payment of Bills
7. Resolution #301-26 Resolution Authorizing 100% Veteran Tax Exemption for 462 Hamilton Avenue
8. Resolution #302-26 Resolution Authorizing 100% Veteran Tax Exemption for 241 Poplar Avenue
9. Resolution #303-26 Resolution Authorizing Appointment of Special Law Enforcement Officers Class I for 2027 Calendar Year
10. Resolution #304-26 Resolution Authorizing Endorsement of Proposed Bergen County Community Development Grants
11. Resolution #305-26 Resolution Authorizing Appointment of Deputy Emergency Management Coordinator
12. Resolution #306-26 Resolution Authorizing the Cancellation of Stale & Outstanding Checks

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| 13. Resolution #307-26 | Resolution Authorizing Transfer of 2026 Budget Appropriations |
| 14. Resolution #308-26 | Resolution Authorizing Renewal of a Proprietary Contract with GovPilot, LLC for the Building, Housing, and Land Use Department Permitting Computer Services |
| 15. Resolution #309-26 | Resolution Authorizing the Award of a Co-Op Contract for the Purchase of an Outdoor Lightning Warning System and Ten (10) Weather Stations for City Parks and School Fields |
| 16. Resolution #310-26 | Resolution Authorizing the Award of a State Contract Purchase for Three (3) Snowplow Blades for the Department of Public Works |
| 17. Resolution #311-26 | Authorization for a Dedication by Rider – Animal Control Trust Fund |
| 18. Resolution #312-26 | Resolution Authorizing the Award of a Contract for Engineering Services for the Staib Park Serenity Garden |
| 19. Resolution #313-26 | Resolution Authorizing the Award of a Contract for Engineering Services for Fire Engine #2 – Retaining Wall Reconstruction |
| 20. Resolution #314-26 | Resolution Authorizing the Cancellation of Reserve for Re-Assessment Expenditures |
| 21. Resolution #315-26 | Resolution Authorizing Recreation Refund |

iv. Regular Agenda

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| 22. Resolution #316-26 | Resolution Authorizing an Accelerated Tax Lien Sale for Delinquent Annual Service Charge Payments |
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VII. PUBLIC COMMENT

VIII. MAYOR AND COUNCIL COMMENTS

IX. ADJOURN

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 295-26

ADOPTION OF ORDINANCE 18-2026, AN ORDINANCE TO AMEND CHAPTER 170 OF THE CODE OF THE CITY OF HACKENSACK, "VEHICLES AND TRAFFIC", TO ADD A NEW HANDICAPPED PARKING SPACE IN SECTION 49.2, "PARKING FOR THE HANDICAPPED"

This Ordinance has been published according to law and now calls for a Public Hearing.

A motion to open to the public was offered by and seconded by

A motion to close to the public was offered by and seconded by

BE IT RESOLVED by the City Council of the City of Hackensack, County of Bergen and State of New Jersey, that Ordinance No. 18-2026 has passed its second and final reading and is hereby adopted.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

**CITY OF HACKENSACK
ORDINANCE NO. 18-2026**

**AN ORDINANCE TO AMEND CHAPTER 170 OF THE CODE OF THE CITY
OF HACKENSACK, “VEHICLES AND TRAFFIC,” TO ADD A NEW
HANDICAPPED PARKING SPACE IN SECTION 49.2,
“PARKING FOR THE HANDICAPPED”**

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and,

WHEREAS, the City Council of the City of Hackensack wishes to amend Chapter 170 of the Code of the City of Hackensack, entitled “Vehicles and Traffic,” to add one (1) new handicapped parking spaces to Section 49.2, entitled “Parking for the Handicapped” and,

WHEREAS, the Hackensack Police Department and the City Engineer have investigated the matter and have determined that adding such handicapped parking spaces will not significantly impact on-street parking, nor will it affect traffic flow.

WHEREAS, the City Council finds it is in the City’s best interest to take this action.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HACKENSACK, as follows:

Section 1:

Chapter 170, Section 49.2 of the Code of the City of Hackensack is hereby amended as follows [additions by underline]

§170-49.2. Parking for the handicapped.

- E. Designation of parking areas. In accordance with this chapter, the following location(s) shall provide parking for the physically handicapped:

Parking Lot or Street	Side	Location/Number of Handicapped Space
<u>Zabriskie Street</u>	<u>East</u>	<u>From a point 151 feet west of the southwest curblane apex of Johnson Avenue and Zabriskie Street to a point 22 feet west thereof.</u>

Section 2:

All other provisions of Chapter 170, Section 49.2 of the Code of the City of Hackensack shall remain unchanged.

Section 3:

Repeal of Inconsistent Provisions. 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 4:

Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is 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 remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5:

Codification. This Ordinance shall be a part of the Code of the City of Hackensack 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 City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack 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.

Section 6:

This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Introduced: October 6, 2026

Adopted:

ATTEST:

CITY OF HACKENSACK

By: _____
Timothy J. Hoffman, Acting Clerk

By: _____
Caseen Gaines, Mayor

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 296-26

ADOPTION OF ORDINANCE 19-2026, AN ORDINANCE TO AMEND CHAPTER 112 OF THE CODE OF THE CITY OF HACKENSACK, "NOISE", TO ADOPT A NOISE CONTROL ORDINANCE PREPARED BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO THE NEW JERSEY NOISE CONTROL ACT

This Ordinance has been published according to law and now calls for a Public Hearing.

A motion to open to the public was offered by and seconded by

A motion to close to the public was offered by and seconded by

BE IT RESOLVED by the City Council of the City of Hackensack, County of Bergen and State of New Jersey, that Ordinance No. 19-2026 has passed its second and final reading and is hereby adopted.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON OCTOBER 20, 2026

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

**CITY OF HACKENSACK
ORDINANCE NO. 19-2026**

**AN ORDINANCE TO AMEND CHAPTER 112 OF THE CODE OF THE CITY OF HACKENSACK,
“NOISE,” TO ADOPT A NOISE CONTROL ORDINANCE BASED UPON THE MODEL
ORDINANCE PREPARED BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION PURSUANT TO THE NEW JERSEY NOISE CONTROL ACT**

WHEREAS, the New Jersey Department of Environmental Protection (“NJDEP”) has promulgated a Model Noise Control Ordinance to serve as guidance for municipalities to follow when adopting a noise control ordinance pursuant to the State’s Noise Control Act and seeking to establish specific decibel standards to control noise; and,

WHEREAS, the City Council of the City of Hackensack believes that excessive sound is a serious hazard to the public health, welfare, safety, and quality of life of the residents of Hackensack, and believes the NJDEP Model Noise Control Ordinance is an appropriate means to ensure that such excessive noise is substantially abated; and,

WHEREAS, the City Council believes that the existing noise ordinance, as set forth in Chapter 112 of the Code of the City of Hackensack, has not been updated to reflect current standards, and wishes to ensure that is remedied by the adoption of this Ordinance; and,

WHEREAS, all of the provisions of this Ordinance meet or exceed the standards contained in the State’s noise code, in accordance with the Noise Control Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HACKENSACK, as follows:

Section 1:

Chapter 112, “Noise” of the Code of the City of Hackensack is hereby replaced in its entirety, and shall now read as follows:

112-1. Declaration of Findings and Policy

WHEREAS excessive sound is a serious hazard to the public health, welfare, safety, and the quality of life; and, WHEREAS a substantial body of science and technology exists by which excessive sound may be substantially abated; and, WHEREAS the people have a right to, and should be ensured of, an environment free from excessive sound, Now THEREFORE, it is the policy of the City of Hackensack to prevent excessive sound that may jeopardize the health, welfare, or safety of the citizens or degrade the quality of life.

This ordinance shall apply to the control of sound originating from sources within the City of Hackensack.

112-2. Definitions

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this ordinance have the same meaning as those defined in N.J.A.C. 7:29.

"Construction" means any site preparation, assembly, erection, repair, alteration or similar action of buildings or structures.

"dBC" means the sound level as measured using the "C" weighting network with a sound level meter meeting the standards set forth in ANSI S1.4 or IEC 61672. The unit of reporting is dBC. The "C" weighting network is more sensitive to low frequencies than is the "A" weighting network.

"Demolition" means any dismantling, destruction or removal of buildings, structures, or roadways.

"Department" means the New Jersey Department of Environmental Protection.

"Emergency" means an unexpected occurrence or situation resulting from natural or unnatural causes that endangers or has the potential to endanger a public or private facility or the health, safety or resources of citizens, and as such, necessitates prompt action and response at the site of the emergency.

"Emergency work" means any work or action necessary at the site of an emergency to restore or deliver essential services including, but not limited to, repairing water, gas, electricity, telephone, sewer, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life-threatening conditions or a state of emergency declared by a governing agency.

"Impulsive sound" means either a single pressure peak or a single burst (multiple pressure peaks) having a duration of less than one second.

"Minor Violation" means a violation that is not the result of the purposeful, knowing, reckless, or criminally negligent conduct of the alleged violator; and/or the activity or condition constituting the violation has not been the subject of an enforcement action by any authorized local, county or state enforcement agency against the violator within the immediately preceding 12 months for the same or substantially similar violation.

"Motor vehicle" means any vehicle that is propelled other than by human or animal power on land.

"Muffler" means a properly functioning sound dissipative device or system for abating the sound on engines or equipment where such device is part of the normal configuration of the equipment.

"Multi-dwelling unit building" means any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

"Multi-use property" means any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

- A. A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels at another category on the same parcel of land; or
- B. A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

"Noise Control Officer" (NCO) means an employee of a local, county or regional health agency which is certified pursuant to the County Environmental Health Act (N.J.S.A. 26:3A2-21 et seq.) to perform noise enforcement activities or an employee of a municipality with a Department-approved model noise control ordinance. All NCOs must receive noise enforcement training as specified by the Department in N.J.A.C. 7:29 and be currently certified in noise enforcement. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons.

"Noise Control Investigator" (NCI) means an employee of a municipality, county or regional health commission that has a Department-approved model noise control ordinance and the employee has not received noise enforcement training as specified by the Department in N.J.A.C. 7:29. However, they are knowledgeable about their model noise ordinance and enforcement procedures. An NCI may only enforce sections of the ordinance that do not require the use of a sound level meter. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons.

"Plainly audible" means any sound that can be detected by an NCO or an NCI using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify plainly audible sound. The NCO or NCI need not determine the title, specific words, or the artist performing the song.

"Public right-of-way" means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a governmental entity.

"Public space" means any real property or structures thereon that are owned, leased, or controlled by a governmental entity.

"Real property line" means either (a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or non-residential property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit building; or (c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real property line would be the interface between the residential area and the commercial area, or if there is an outdoor sound source such as an HVAC unit on the same parcel of property, then the real property line would be the exterior boundaries of the receiving unit). This definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

"Sound production device" means any device whose primary function is the production of sound, including, but not limited to, any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.

"Sound reduction device" means any device, such as a muffler, baffle, shroud, jacket, enclosure, isolator, or dampener provided by the manufacturer with the equipment, or that is otherwise required, that mitigates the sound emissions of the equipment.

"Weekday" means any day that is not a federal holiday, and beginning on Monday at 7:00 a.m. and ending on the following Friday at 6:00 p.m.

"Weekends" means beginning on Friday at 6:00 p.m. and ending on the following Monday at 7:00 a.m.

112-3. Applicability

- (A) This model noise ordinance applies to sound from the following property categories:
 - 1. Industrial facilities;
 - 2. Commercial facilities;
 - 3. Community service facilities;
 - 4. Residential properties;
 - 5. Multi-use properties;
 - 6. Public right-of-ways;
 - 7. Public spaces; and,
 - 8. Multi-dwelling unit buildings.
- (B) This model noise ordinance applies to sound received at the following property categories:
 - 1. Commercial facilities;
 - 2. Community service facilities;
 - 3. Residential properties;
 - 4. Multi-use properties; and,
 - 5. Multi-dwelling unit buildings.
- (C) Sound from stationary emergency signaling devices shall be regulated in accordance with N.J.A.C. 7:29-1.4, except that the testing of the electromechanical functioning of a stationary emergency signaling device shall not meet or exceed 10 seconds.

112-4. Exemptions

- (A) Except as provided in 112-9 and 112-10 below, the provisions of this ordinance shall not apply to the exceptions listed at N.J.A.C. 7:29-1.5.
- (B) Sound production devices required or sanctioned under the Americans with Disabilities Act (ADA), FEMA or other government agencies to the extent that they comply with the noise requirement of the enabling legislation or regulation. Devices which are exempted under N.J.A.C. 7:29-1.5 shall continue to be exempted.
- (C) Assisted mobility devices, when used for the intended purpose within a dwelling, including but not limited to wheelchairs, walkers, canes and crutches, provided that the equipment is properly maintained and feet or tips are rubberized where available.
- (D) Construction and demolition activities are exempt from the sound level standards set forth herein except as provided for in 112-9, below.

112-5. Enforcement Officers

- (A) Noise Control Officers (NCO) shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance and pursue enforcement

activities.

- (B) Noise Control Investigators (NCI) shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance that do not require the use of a sound level meter (i.e., plainly audible, times of day and/or distance determinations) and pursue enforcement activities.
- (C) NCOs and NCIs may cooperate with NCOs and NCIs of an adjacent municipality in enforcing one another's municipal noise ordinances.

112-6. Measurement Protocols

- (A) Sound measurements made by an NCO shall conform to the procedures set forth at N.J.A.C. 7:29-2, except that interior sound level measurements shall also conform with the procedures set forth in 112-6(B) of this ordinance and with the definition of "real property line" as contained herein.

Note: Additional information at "Guidelines for the Investigation of Noise Complaints Pursuant to the State of New Jersey Noise Control Regulation (N.J.A.C. 7:29) and the Model Noise Control Ordinance" available on the NJDEP noise control website.

- (B) When conducting indoor sound level measurements across a real property line the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The neighborhood residual sound level shall be measured in accordance with N.J.A.C. 7:29-2.9(b)2. When measuring total sound level, the configuration of the windows and doors shall be the same and all sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.

112-7. Sound Level Standards

- (A) Continuous Sound

No person shall cause, suffer, allow, or permit the operation of any source of continuous airborne sound on any source property listed in 112-3(A) in such a manner as to create a sound level that equals or exceeds the applicable sound level standards set forth in Tables I, II or III when measured at or within the real property line of any of the receiving properties listed in Tables I, II or III except as specified in 112-6(B).

- (B) Impulsive Sound

- 1. Outdoors

- a. Impulsive sound shall not equal or exceed 80 dBA. This applies to all receptors and at all times, except as provided in 112-7(B)1.b.
- b. Between 10:00 p.m. and 7:00 a.m., for residential receptors, impulsive sound that repeats four or more times in any hour shall not equal or exceed 50 dBA.

2. Indoors

- a. Impulsive sound that repeats less than ten times per hour shall not equal or exceed 70 dBA. Impulsive sound that repeats ten or more times in any hour shall not equal or exceed 60 dBA. This applies to all receptors and at all times, except as provided in 112-7.(B)2.b.
- b. Between 10:00 p.m. and 7:00 a.m., for residential receptors, impulsive sound that repeats four or more times in any hour shall not equal or exceed 40 dBA.
- c. This section shall only apply when the source and the receptor are separated by a real property line and they also share a common or abutting wall, floor or ceiling, or are on the same parcel of property. This section shall not apply to noise associated with footfalls between dwelling units.

**TABLE I
A-WEIGHTED SOUND LEVEL STANDARDS
WHEN MEASURED OUTDOORS**

RECEIVING PROPERTY CATEGORY	Residential property, or residential portion of a multi-use property		Commercial, community service facility, or non-residential portion of a multi-use property
TIME	7 a.m.-10 p.m.	10 p.m.-7 a.m.	24 hours
Sound level dBA	<65	<50	<65

**TABLE II
A-WEIGHTED SOUND LEVEL STANDARDS
WHEN MEASURED INDOORS**

RECEIVING PROPERTY CATEGORY	Residential property, or residential portion of a multi-use property		Commercial, community service facility, or non- residential portion of a multi-use property
TIME	7 a.m.-10 p.m.	10 p.m.-7 a.m.	24 Hours

Sound level dBA	<55	<40	<55
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Note: Table II shall only apply when the source and the receptor are separated by a real property line and they also share a common or abutting wall, floor or ceiling, or are on the same parcel of property.

**TABLE III
OCTAVE BAND
SOUND PRESSURE LEVEL STANDARDS**

Receiving Property Category	Residential property, or residential portion of a multi-use property		Residential property, or residential portion of a multi-use property		Commercial, community service facility, or non-residential portion of a multi-use property	Commercial, community service facility, or non-residential portion of a multi-use property
	OUTDOORS		INDOORS		OUTDOORS	INDOORS
Octave Band Center Frequency, Hz.	Octave Band Sound Pressure Level, dB		Octave Band Sound Pressure Level, dB		Octave Band Sound Pressure Level, dB	Octave Band Sound Pressure Level, dB
Time	7 a.m.-10 p.m.	10 p.m.-7 a.m.	7 a.m.-10 p.m.	10 p.m.-7 a.m.	24 hours	24 hours
31.5	<96	<86	<86	<76	<96	<86
63	<82	<71	<72	<61	<82	<72
125	<74	<61	<64	<51	<74	<64
250	<67	<53	<57	<43	<67	<57
500	<63	<48	<53	<38	<63	<53
1,000	<60	<45	<50	<35	<60	<50
2,000	<57	<42	<47	<32	<57	<47
4,000	<55	<40	<45	<30	<55	<45
8,000	<53	<38	<43	<28	<53	<43

Note: When octave band measurements are made, the sound from the source must be constant in level and character. If octave band sound pressure level variations exceed plus or minus 2 dB in the bands containing

the principal source frequencies, discontinue the measurement.

112-8. Sound Production Devices

(A) Outdoor Measurements

No person shall cause, suffer, allow, or permit the operation of any sound production device operated on any source property listed in 112-3(A) in such a manner as to create a sound level that equals or exceeds the applicable sound level standards set forth in Tables I or III when measured at or within the real property line of any of the receiving properties listed in Tables I or III.

(B) Indoor Measurements

No person shall cause, suffer, allow, or permit the operation of any sound production device operated on any source property listed in 112-3(A) in such a manner that the sound crosses a real property line and exceeds the sound level standards in Table II or raises the total sound levels above the neighborhood residual sound level by more than the maximum permissible sound level standards set forth in Table IV when measured within the residence of a complainant according to the measurement protocol in 112-6(B) of this ordinance. The sound level measurements shall be conducted with the sound level meter set for "A" weighting, "slow" response for measurements pursuant to Table II and "C" weighting, "fast" response for measurements pursuant to Table IV.

**TABLE IV
SOUND PRODUCTION DEVICES
MAXIMUM PERMISSIBLE INCREASE IN TOTAL SOUND LEVELS
WITHIN A RESIDENTIAL PROPERTY**

Weekday nights 10:00 p.m. - 7:00 a.m. Weekend nights 11:00 p.m. and 9:00 a.m.	All other times
3 dBC	6 dBC

(C) A violation of this section shall be considered minor, as defined herein, pursuant to the Grace Period Law (N.J.S.A 13:1D-125 et. seq.), except for sound emissions from the following property categories:

1. Residential
2. Commercial where the use of a sound production device is a non-essential function of business, such as background music at a bar or restaurant.

112-9. Restricted Uses and Activities

The following standards shall apply to the activities or sources of sound set forth below:

- (A) Power tools, home maintenance tools, landscaping and/or yard maintenance equipment, excluding when used for emergency work, shall not be operated on a residential property between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable standards set forth herein. At all other times, the standards set forth herein do not apply. All motorized equipment used in these activities shall be operated with an original, properly functioning, manufacturer installed muffler and/or sound reduction device or an original equipment manufacturer acoustically equivalent muffler and/or sound reduction device.
- (B) Power tools, landscaping and/or yard maintenance equipment, excluding when used for emergency work, shall not be operated on a commercial facility, community service facility, industrial facility, or public space unless such activities can meet the applicable standards set forth herein. All motorized equipment used in these activities shall be operated with an original, properly functioning, manufacturer installed muffler and/or sound reduction device or an original equipment manufacturer acoustically equivalent muffler and/or sound reduction device.
- (C) Construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekends and federal holidays, unless such activities can meet the applicable standards set forth herein. At all other times, the standards set forth herein do not apply. All motorized equipment used in construction and demolition activity shall be operated with an original, properly functioning, manufacturer installed muffler and/or sound reduction device or an original equipment manufacturer acoustically equivalent muffler and/or sound reduction device.
- (D) Motorized snow removal equipment shall be operated with an original, properly functioning, manufacturer installed muffler or an original equipment manufacturer acoustically equivalent muffler and/or a sound reduction device when being used for snow removal. The standards set forth herein do not apply.
- (E) All interior and exterior burglar alarms of a building or motor vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for continuous airborne sound and fifteen (15) minutes for intermittent sound after it has been activated. At all other times the standards set forth herein do not apply.
- (F) Self-contained, portable, non-vehicular music or sound production devices shall not be operated on a public space or public right-of-way in such a manner as to be plainly audible at a distance of 50 feet or more in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., sound, operated on a public space or public right-of-way, from such equipment shall not be plainly audible at a distance of 25 feet or more in any direction from the operator.
- (G) It shall be unlawful for any property owner or tenant to allow any domesticated or caged animal to create a sound across a real property line which unreasonably disturbs or interferes with the peace, comfort, and repose of any resident, or to refuse or intentionally fail to cease the unreasonable noise when ordered to do so by an NCO or NCI. Prima facie evidence of a violation of this section shall include but not be limited to:
 - (1) Vocalizing (howling, yelping, barking, squawking etc.) for five (5) minutes without interruption, defined as an average of four or more vocalizations per minute in that

period; or,

- (2) Vocalizing for twenty (20) minutes intermittently, defined as an average of two vocalizations or more per minute in that period.

It is an affirmative defense under this subsection that the dog or other animal was intentionally provoked to bark or make any other noise.

112-10. Motor Vehicles

- (A) No person shall remove or render inoperative, or cause to be removed or rendered inoperative or less effective than originally equipped, other than for the purposes of maintenance, repair, or replacement, of any device or element of design incorporated in any motor vehicle for the purpose of noise control. No person shall operate a motor vehicle or motorcycle which has been so modified, as determined by an NCO or NCI to be causing excessive or unusual noise pursuant to N.J.S.A. 39:3-70. A vehicle not meeting these requirements shall be deemed in violation of this provision if it is operated stationary or in motion in any public space or public right-of-way.
- (B) No motorcycle shall be operated stationary or in motion unless it has a muffler that complies with and is labeled in accordance with the Federal Noise Regulations under 40 CFR Part 205.
- (C) Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is plainly audible at distance of 25 feet or more in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.
- (D) Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is plainly audible at a distance of 50 feet or more in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m.

112-11. Enforcement

- (A) Violation of any provision of this ordinance shall be cause for a Notice of Violation (NOV) or a Notice of Penalty Assessment (NOPA) document to be issued to the violator by the NCO or NCI.
- (B) Any person who violates any provision of this ordinance shall be subject to a civil penalty for each offense of not more than the maximum penalty pursuant to N.J.S.A. 40:49-5, which is \$2,000 as of December 2014. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate, and distinct offense.
- (C) Upon identification of a violation of this Ordinance the NCO or NCI shall issue an enforcement document to the violator. The enforcement document shall identify the condition or activity that constitutes the violation and the specific provision of this Ordinance that has been violated. It shall also indicate whether the violator has a period of time to correct the violation before a penalty is sought.
- (D) If the violation is deemed by the NCO or NCI to be a minor violation (as defined in Section II of this ordinance) an NOV shall be issued to the violator.

1. The document shall indicate that the purpose of the NOV is intended to serve as a notice to warn the responsible party/violator of the violation conditions in order to provide them with an opportunity to voluntarily investigate the matter and voluntarily take corrective action to address the identified violation.
 2. The NOV shall identify the time period (minimum of 30 days; maximum 90 days), pursuant to the Grace Period Law, N.J.S.A. 13:1D-125 et seq. where the responsible party's/violator's voluntary action can prevent a formal enforcement action with penalties issued, by the NCO/NCI appointed by the City of Hackensack. It shall be noted that the NOV does not constitute a formal enforcement action, a final agency action or a final legal determination that a violation has occurred. Therefore, the NOV may not be appealed or contested.
- (E) If the violation is deemed by the NCO or NCI to be a non-minor violation, the violator shall be notified that if the violation is not immediately corrected, a NOPA with a civil penalty of not more than the maximum penalty allowed pursuant to N.J.S.A. 40:49-5, which is \$2,000 as of December 2014, will be issued. If a non-minor violation is immediately corrected, an NOV without a civil penalty shall still be issued to document the violation. If the violation occurs again (within 12 months of the initial violation) a NOPA shall be issued regardless of whether the violation is immediately corrected or not. If an NOV (i.e., a warning without penalty) is issued, a NOPA may be issued the same day if a subsequent violation is documented.
- (F) The violator may request from the NCO or NCI, an extension of the compliance deadline in the enforcement action. The NCO or NCI shall have the option to approve any reasonable request for an extension (not to exceed 180 days) if the violator can demonstrate that a good faith effort has been made to achieve compliance. If an extension is not granted and the violation continues to exist after the grace period ends, a NOPA shall be issued.
- (G) The recipient of a NOPA shall be entitled to a hearing in a municipal court having jurisdiction to contest such action.
- (H) The NCO or NCI may seek injunctive relief if the responsible party does not remediate the violation within the period of time specified in the NOPA issued.
- (I) Any claim for a civil penalty may be compromised and settled based on the following factors:
1. Mitigating or any other extenuating circumstances;
 2. The timely implementation by the violator of measures which lead to compliance;
 3. The conduct of the violator; and
 4. The compliance history of the violator.

112-12. Consistency, Severability and Repealer

- (A) If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

- (B) All ordinances or parts of ordinances, which are inconsistent with any provisions of this ordinance, are hereby repealed as to the extent of such inconsistencies.
- (C) No provision of this ordinance shall be construed to impair any common law or statutory cause of action, or legal remedy there from, of any person for injury or damage arising from any violation of this ordinance or from other law.

Section 2:

Submittal to the Department of Environmental Protection. Pursuant to the Department of Environmental Protection regulations, the City of Hackensack has used the model ordinance, changing only formatting and numbering, not considered to be significant. Following the adoption of this Ordinance, it shall be submitted to the New Jersey Department of Environmental Protection, Legal and Regulatory Affairs, Office of Enforcement Policy, Bureau of Environmental Management, as required by applicable state law and regulations with certification of such.

Section 3:

Repeal of Inconsistent Provisions. 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 4:

Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is 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 remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5:

Codification. This Ordinance shall be a part of the Code of the City of Hackensack 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 City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack 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.

Section 6:

This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Introduced: October 6, 2026

Adopted:

ATTEST:

CITY OF HACKENSACK

By: _____
Timothy Hoffman, Acting Clerk

By: _____
Caseen Gaines, Mayor

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 297-26

**ADOPTION OF ORDINANCE 20-2026, AN ORDINANCE
AUTHORIZING THE TERMINATION OF THE FINANCIAL
AGREEMENT PROVIDING A LONG-TERM TAX
EXEMPTION PURSUANT TO THE LONG-TERM TAX
EXEMPTION LAW (N.J.S.A. 40A:20-1 ET SEQ.) TO
HECKER HOLDINGS URBAN RENEWAL LLC.**

This Ordinance has been published according to law and now calls for a Public Hearing.

A motion to open to the public was offered by and seconded by

A motion to close to the public was offered by and seconded by

BE IT RESOLVED by the City Council of the City of Hackensack, County of Bergen and State of New Jersey, that Ordinance No. 20-2026 has passed its second and final reading and is hereby adopted.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

**CITY OF HACKENSACK
ORDINANCE NO. 20-2026**

**AN ORDINANCE AUTHORIZING THE TERMINATION
OF THE FINANCIAL AGREEMENT PROVIDING A
LONG-TERM TAX EXEMPTION PURSUANT TO THE
LONG-TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et
seq.) TO HECKER HOLDINGS URBAN RENEWAL LLC.**

WHEREAS Hecker Holdings Urban Renewal LLC (hereinafter “Hecker URE”) is a duly qualified urban renewal entity established and operated pursuant to Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (hereinafter the “LTTE”); and

WHEREAS, Hecker URE is the record owner of and designated redeveloper of Block 203, Lots 4-7 and 10-16; and

WHEREAS, in connection with its proposed redevelopment project Hecker URE filed an application for a long-term tax exemption pursuant to the LTTE; and

WHEREAS, by Ordinance No. 15-2019, adopted on April 19, 2019, the Mayor and Council under the prior municipal administration approved said application; granted a long-term tax exemption and authorized the City to enter into a Financial Agreement with Hecker URE; and

WHEREAS, among several rights and obligations set forth in the Financial Agreement, Hecker URE was required to submit to the City annual Auditor’s Reports to the City confirming the actual revenue it received during the subject year which information in turn was used to accurately calculate the Annual Service Charge Hecker URE was required to pay each year; and

WHEREAS, in violation of that obligation Hecker URE failed and refused to submit requisite Auditor’s Reports for Tax Years 2023, 2024 and 2025; and

WHEREAS, by Notice to Cure (dated June 25, 2026) and Final Written Notice (dated August 6, 2026), the City sought to obtain the missing Auditor’s Reports from Hecker URE; and

WHEREAS, notwithstanding those Notices, Hecker URE has failed to submit proper Auditor’s Reports leaving the City with no way to determine whether it was receiving the proper amount of Annual Service Charge; and

WHEREAS, on the basis of Hecker URE’s failure and refusal to submit proper Auditor’s Reports for the 2023, 2024 and 2025 Tax Years, the Mayor and Council have determined that it is in the best interest of the City to terminate the subject Financial Agreement and return the land and improvements to the City’s regular tax rolls.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Hackensack in the County of Bergen and State of New Jersey, as follows:

Section 1:

The Financial Agreement between the City and Hecker URE granted pursuant to N.J.S.A. 40A:20-1 et seq. and dated May 1, 2020, be and hereby is terminated based upon Hecker URE's breach, default and refusal to cure its violations of Section 7.2 "Periodic Reports."

Section 2:

Block 203, Lots 4-7 and 10-16 are hereby released from the terms and conditions set forth in the subject Financial Agreement and under the LTTE Law (N.J.S.A. 40A:20-1 et seq.) and are returned to the City's regular tax rolls.

Section 3:

The City's Tax Assessor and Tax Collector are hereby notified of this change in tax status and are directed to correct their respective records accordingly.

Section 4:

If any word, phrase, clause, section or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 5:

If any Ordinances or part thereof conflict with the provisions of this Ordinance, such Ordinances or parts thereof are hereby repealed to the extent of such conflict.

Section 6:

This Ordinance shall take effect upon passage and publication in accordance with Applicable Law.

Introduced: October 6, 2026

Adopted:

ATTEST:

CITY OF HACKENSACK

By: _____
Timothy J. Hoffman, Acting Clerk

By: _____
Caseen Gaines, Mayor

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 298-26

INTRODUCTION OF ORDINANCE 21-2026, A BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$2,750,000, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND ACQUISITIONS IN AND FOR THE CITY OF HACKENSACK, IN THE COUNTY OF BERGEN, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$2,113,750 BONDS OR NOTES OF THE CITY FOR FINANCING PART OF THE APPROPRIATION.

BE IT RESOLVED that the above ordinance, being Ordinance 21-2026 as introduced, does now pass on first reading and that said Ordinance shall be considered for final passage at a meeting to be held on November 10, 2026 at 5:30 p.m. or as soon thereafter as the matter can be reached at the regular meeting place of the City Council and at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance and that the Clerk be and he is hereby authorized and directed to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

**CITY OF HACKENSACK
ORDINANCE NO. 21-2026**

**BOND ORDINANCE PROVIDING AN APPROPRIATION
OF \$2,750,000, PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS AND ACQUISITIONS IN AND FOR THE
CITY OF HACKENSACK, IN THE COUNTY OF BERGEN,
NEW JERSEY AND AUTHORIZING THE ISSUANCE OF
\$2,113,750 BONDS OR NOTES OF THE CITY FOR
FINANCING PART OF THE APPROPRIATION.**

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the “Improvements”) are hereby authorized to be undertaken by the City of Hackensack, New Jersey (the “City”) as general improvements. For the said Improvements there is hereby appropriated the amount of \$2,750,000, such sum includes the sum of (a) \$525,000 expected to be received from the City Open Space Trust Fund in connection with the improvement described in Section 3(a)(3) and (b) \$111,250 as the down payment (the “Down Payment”) required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the “Local Bond Law”). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments for capital improvement purposes.

SECTION 2:

In order to finance the additional cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of \$2,113,750 pursuant to the provisions of the Local Bond Law (the “Bonds”). In anticipation of the issuance of the Bonds and to temporarily finance said Improvements, negotiable bond anticipation notes of the City are hereby authorized to be issued in the principal amount not exceeding \$2,113,750 pursuant to the provisions of the Local Bond Law (the “Bond Anticipation Notes” or “Notes”).

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued, the estimated cost of each Improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each Improvement and the period of usefulness of each Improvement are as follows:

Improvements	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Usefulness
1. Acquisition of a roll-off container truck, street sweepers, rack trucks, tandem dump trucks, including plow and body and pick-up trucks for the Department of Public Works.	\$1,975,000	\$1,876,250	10.75 Years
2. Various improvements and acquisitions for the Fire Department, including but not limited to Fuel Pump/Distribution Center upgrades, including card reader replacement, interface, rewiring to pumps, improvements to vapor recovery system and installation of new non-vapor hose; acquisition of self-contained breathing apparatus – Scott Paks and garage vehicle lift upgrades.	250,000	237,500	9.90 Years
3. Various improvements to Polifly Park basketball court, including but not limited to new basketball court, including excavation, grading, hoops, team benches, court surface, replacement of chain link fence, curbing and new decorative benches.	525,000	0.00	15 Years
TOTAL	\$2,750,000	\$2,113,750	

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$2,113,750.

(c) The estimated cost of the Improvements is \$2,750,000 which amount represents the initial appropriation made by the City. The excess of the appropriations made for each of the Improvements over the estimated maximum amount of Bonds or Notes authorized to be issued therefor as stated above is the amount of the Down Payment.

SECTION 4.

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the municipal finance officer of the City (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 signature of the Chief Financial Officer 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 Section 8(a) of the Local Bond Law. 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 City Council of the City 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:

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

SECTION 6:

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

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the City may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 10.65 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, 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 \$2,113,750 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the City as contributions in aid of financing the purposes described in Section 3 of this Ordinance (including \$195,000 expected to be received as

a Bergen County Open Space Grant with respect to the improvement described in Section 3(a)(3)) shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the City authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the City as funds applicable only to the payment of obligations of the City authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and 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 property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

The Chief Financial Officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The City reasonably expects to pay expenditures with respect to the Improvements prior to the date that City incurs debt obligations under this Bond Ordinance. The City reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the City under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$2,113,750.

SECTION 11:

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

Introduced: October 20, 2026

Adopted:

ATTEST:

CITY OF HACKENSACK

By: _____
Timothy J. Hoffman, Acting Clerk

By: _____
Caseen Gaines, Mayor

DRAFT

**CITY OF HACKENSACK
BERGEN COUNTY, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Hackensack, in the County of Bergen, State of New Jersey, on October 20, 2026. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held in City Hall, 65 Central Avenue, Hackensack, New Jersey, on November 10, 2026 at 5:30 o'clock PM. 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 Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Providing An Appropriation Of \$2,750,000, Providing For Various Capital Improvements And Acquisitions In And For The City of Hackensack, In The County Of Bergen, New Jersey And Authorizing The Issuance Of \$2,113,750 Bonds Or Notes Of The City For Financing Part Of The Appropriation.

Purpose(s): Acquisition of a roll-off container truck, street sweepers, rack trucks, tandem dump trucks, including plow and body and pick-up trucks for the Department of Public Works; Various improvements and acquisitions for the Fire Department, including but not limited to Fuel Pump/Distribution Center upgrades, including card reader replacement, interface, rewiring to pumps, improvements to vapor recovery system and installation of new non-vapor hose; acquisition of self-contained breathing apparatus – Scott Paks and garage vehicle lift upgrades; and Various improvements to Polifly Park basketball court, including but not limited to new basketball court, including excavation, grading, hoops, team benches, court surface, replacement of chain link fence, curbing and new decorative benches.

Appropriation: \$2,750,000

Bonds/Notes Authorized: \$2,113,750

Grants (if any) Appropriated: None

Section 20 Costs: \$100,000

Useful Life: 10.65 years

Initial Publication Date on Website: October __, 2026

Timothy Hoffman, Acting City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

**CITY OF HACKENSACK
BERGEN COUNTY, NEW JERSEY**

PUBLIC NOTICE

BOND ORDINANCE STATEMENTS AND SUMMARIES

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Hackensack, in the County of Bergen, State of New Jersey on November 10, 2026 and the 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. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Providing An Appropriation Of \$2,750,000, Providing For Various Capital Improvements And Acquisitions In And For The City of Hackensack, In The County Of Bergen, New Jersey And Authorizing The Issuance Of \$2,113,750 Bonds Or Notes Of The City For Financing Part Of The Appropriation.

Purpose(s): Acquisition of a roll-off container truck, street sweepers, rack trucks, tandem dump trucks, including plow and body and pick-up trucks for the Department of Public Works; Various improvements and acquisitions for the Fire Department, including but not limited to Fuel Pump/Distribution Center upgrades, including card reader replacement, interface, rewiring to pumps, improvements to vapor recovery system and installation of new non-vapor hose; acquisition of self-contained breathing apparatus – Scott Paks and garage vehicle lift upgrades; and Various improvements to Polifly Park basketball court, including but not limited to new basketball court, including excavation, grading, hoops, team benches, court surface, replacement of chain link fence, curbing and new decorative benches.

Appropriation: \$2,750,000

Bonds/Notes Authorized: \$2,113,750

Grants (if any) Appropriated: None

Section 20 Costs: \$100,000

Useful Life: 10.65 years

Initial Publication Date on Website: November __, 2026

Timothy Hoffman, Acting City Clerk

**Re: CITY OF HACKENSACK
BERGEN COUNTY, NEW JERSEY**

**BOND ORDINANCE PROVIDING AN APPROPRIATION
OF \$2,750,000, PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS AND ACQUISITIONS IN AND FOR THE
CITY OF HACKENSACK, IN THE COUNTY OF BERGEN,
NEW JERSEY AND AUTHORIZING THE ISSUANCE OF
\$2,113,750 BONDS OR NOTES OF THE CITY FOR
FINANCING PART OF THE APPROPRIATION.**

- _____ Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.
- _____ Certified copy of the minutes of the meeting of the City Council held _____ showing introduction of the ordinance.
- _____ Affidavit of Publication on City website following introduction of the ordinance.
- _____ Certified copy of the minutes of the meeting of the City Council held _____ showing public hearing and final adoption of the ordinance.
- _____ Affidavit of Publication on City website following final adoption of the ordinance.
- _____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

DEBT STATEMENT CERTIFICATE

I, Timothy Hoffman, Acting City Clerk of the City of Hackensack, in the County of Bergen, New Jersey (herein called the “Local Unit”), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Local Unit that was prepared as of _____, 2026 by, who was then chief financial officer of the Local Unit and filed in my office on _____, 2026, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Local Unit this _____ day of _____, 2026.

Timothy Hoffman Acting City Clerk

CERTIFICATE OF DOWN PAYMENT

I, James A. Mangin, Chief Financial Officer of the City of Hackensack, in the County of Bergen, New Jersey (the "Local Unit") HEREBY CERTIFY that prior to the final adoption on _____, 2026 of an ordinance entitled:

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$2,750,000, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND ACQUISITIONS IN AND FOR THE CITY OF HACKENSACK, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$2,113,750 BONDS OR NOTES OF THE CITY FOR FINANCING PART OF THE APPROPRIATION

there was available as a down payment for the purposes authorized by the ordinance the sum of \$111,250, which amount was appropriated as a down payment by the ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the Local Unit for down payment or for capital improvements purposes:
- b. from moneys then actually held by the Local Unit and previously contributed for such purpose other than by the Local Unit; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of the Local Unit this _____ day of _____, 2026.

James A. Mangin
Chief Financial Officer

(Seal)

EXTRACT from the minutes of a _____meeting of the City
Council of the City of Hackensack, in the County of Bergen, New Jersey held at the Municipal
Complex in the City of Hackensack on _____at ____ o'clock __m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, TIMOTHY HOFFMAN, Acting City Clerk of the City of Hackensack, in the County of Bergen, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____, 2026 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and

affixed the corporate seal of the

City this _____ day of

_____, 2026.

Timothy Hoffman, Acting City Clerk

(SEAL)

AFFIDAVIT OF PUBLICATION
(Legal Notice Published on City's Website)

STATE OF NEW JERSEY }
 }ss.
COUNTY OF BERGEN }

I, Timothy Hoffman, being duly sworn according to law, upon my oath depose and say:

I am the Acting City Clerk of the City of Hackensack, State of New Jersey. The City of Hackensack maintains an official website for the publication of public information and legal notices and the notice concerning Ordinance No. _____ a copy of which is attached hereto, was published on the official City's website. Said notice was posted on _____ and remained available for public inspection through _____.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Timothy Hoffman
Acting City Clerk

Date

Sworn and Subscribed before me this _____ day of _____, 20____.

Notary Public of New Jersey

My Commission Expires: _____

EXTRACT from the minutes of a _____ meeting of the City Council of the City of Hackensack, in the County of Bergen, New Jersey held at the Municipal Complex in the City of Hackensack on _____ at ____ o'clock .m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, TIMOTHY HOFFMAN, Acting City Clerk of the City of Hackensack, in the County of Bergen, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____
_____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the corporate seal of the
City this ____ day of
_____, 2026.

Timothy Hoffman, Acting City Clerk

(SEAL)

AFFIDAVIT OF PUBLICATION
(Legal Notice Published on City's Website)

STATE OF NEW JERSEY }
 }**ss.**
COUNTY OF BERGEN }

I, Timothy Hoffman, being duly sworn according to law, upon my oath depose and say:

I am the Acting City Clerk of the City of Hackensack, State of New Jersey. The City of Hackensack maintains an official website for the publication of public information and legal notices and the notice concerning Ordinance No. _____ a copy of which is attached hereto, was published on the official City's website. Said notice was posted on _____ and remained available for public inspection through _____.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Timothy Hoffman
Acting City Clerk

Date

Sworn and Subscribed before me this _____ day of _____, 20____.

Notary Public of New Jersey

My Commission Expires: _____

ACTING CITY CLERK'S CERTIFICATE

I, TIMOTHY HOFFMAN, Acting City Clerk of the City of Hackensack, in the County of Bergen, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Acting City Clerk of the City of Hackensack, in the County of Bergen, State of New Jersey (herein called the "Local Unit"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on _____ and finally adopted by the governing body on _____, 2026, and where necessary approved by the Mayor on _____.

3. On _____ a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on the City's website on _____, 2026 through _____, 2026. No protest signed by any person against making the improvement or incurring the indebtedness authorized

therein, 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 within 20 days after the initial publication on the City’s website or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2026.

Timothy Hoffman, Acting City Clerk

[SEAL]

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 299-26

**INTRODUCTION OF ORDINANCE 22-2026, AN
ORDINANCE TO AMEND CHAPTER 117 OF THE CODE OF
THE CITY OF HACKENSACK, "PARKS," TO CLARIFY
CERTAIN RULES AND REGULATIONS OF THE PARKS**

BE IT RESOLVED that the above ordinance, being Ordinance 22-2026 as introduced, does now pass on first reading and that said Ordinance shall be considered for final passage at a meeting to be held on November 10, 2026 at 5:30 p.m. or as soon thereafter as the matter can be reached at the regular meeting place of the City Council and at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance and that the Clerk be and he is hereby authorized and directed to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

**CITY OF HACKENSACK
ORDINANCE NO. 22-2026**

**AN ORDINANCE TO AMEND CHAPTER 117 OF THE CODE OF
THE CITY OF HACKENSACK, "PARKS," TO CLARIFY
CERTAIN RULES AND REGULATIONS OF THE PARKS**

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and,

WHEREAS, pursuant to N.J.S.A. 40:61-1, the City Council of the City of Hackensack ("Council") is further authorized to adopt ordinances for the government, use and policing of all public parks under its jurisdiction; and,

WHEREAS, pursuant to the foregoing statutory authority, the Council has promulgated rules for the use and enjoyment of City parks, which are codified at Chapter 117 of the Code of the City of Hackensack ("Code"); and,

WHEREAS, the Council has become aware that City parks and public areas are at times being used in ways that are injurious to park facilities and to the health, safety and welfare of park patrons, including the use of parks and parked vehicles as places to sleep or live; and,

WHEREAS, the Council finds it necessary to expressly prohibit camping and lodging in City parks and public areas, including sleeping in parked vehicles, in order to preserve these spaces for their intended recreational use, to protect public health and safety, and to maintain the safe and orderly operation of park facilities; and,

WHEREAS, the Council finds that a permit to use a park, field, pavilion, or other reservable facility should be clarified to authorize use only of the specifically permitted area and time period, and not to guarantee exclusive use of other facilities within the park; and,

WHEREAS, the Council finds that park opening and closing times should be clarified and aligned with sunset throughout the year, that any person remaining in a park outside of the posted hours should be subject to enforcement unless attending a permitted event, and that the hours of operation for park grounds generally do not guarantee that restrooms and other ancillary facilities will be open or operational at all times; and,

WHEREAS, the City's Recreation Superintendent and other City officials have reviewed the use of City parks and have recommended the changes set forth herein; and,

WHEREAS, the Council has determined that the amendments set forth herein are in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HACKENSACK, as follows:

Section 1:

Chapter 117, Section 1 Subsections A through D shall remain unchanged. Addition of Subsection E by underline.

§117-1. Rules and regulations: required observance and suspension, special events.

E. A permit issued for use of a park, field, pavilion, or other reservable facility authorizes use of the specifically permitted area only for the time period stated on the permit. Issuance of a permit does not guarantee the availability of exclusive use of any other facility within the park, including but not limited to restrooms, picnic areas, and parking areas.

Section 2:

Chapter 117, Section 6 addition of Subsection S by underline.

117-6 Miscellaneous prohibited activities.

In public parks and public areas, no person shall:

S. Camp or lodge in any park or public area, including by sleeping in a parked vehicle. “Camp or lodge” means to use a park or public area as a place to sleep or live, including setting up a tent or other shelter, or keeping bedding or personal belongings there for that purpose. This subsection does not apply to activities authorized by a City permit or to emergency sheltering authorized by the City Manager or the Office of Emergency Management during a declared emergency. For purposes of this subsection, “park or public area” includes the entirety of the park or public area and all of its components, including but not limited to parking lots, parking structures, roadways, driveways, trailheads, pathways, restrooms, picnic areas, playgrounds, sports fields, plazas, and any adjacent, connected, or ancillary green spaces, landscaped areas, medians, or open lands under the City’s ownership or control.

Section 3:

Chapter 117, Section 7 shall be amended as follows with additions by underline, and deletions by ~~strikethrough~~.

117-7 Opening and closing times.

A. All public parks of the City of Hackensack shall open at 6:00 a.m. throughout the year. All public parks shall close at ~~9:00 p.m.~~ sunset throughout the year.

B. ~~The closing time set forth herein may be extended in particular parks or portions thereof for specific uses, activities or events, provided that lighting adequate to ensure public safety is provided. Any such extension of the 9:00 p.m. closing time shall be set forth by resolution of the Mayor and Council upon the recommendation of the City Manager. No person shall enter or remain with any park after sunset or before 6:00 a.m. except persons attending an organized activity or event permitted by the City of Hackensack, provided~~

such persons vacate the park within 30 minutes after the conclusion of the activity and there is adequate lighting to ensure public safety is provided.

- C. The hours of operation set forth in this section apply to the park grounds generally and do not guarantee that restrooms or other ancillary facility within the park will be open, unlocked, or operational during all such hours. Restrooms and similar facilities may be subject to separate seasonal schedules, maintenance closures, or staffing availability, and shall not be deemed part of the park for purposes of any claim that the park was not open as requires by subsection A.

Section 4:

All other provisions of Chapter 117 of the Code shall remain unchanged.

Section 5:

Repeal of Inconsistent Provisions. 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 6:

Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is 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 remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7:

Codification. This Ordinance shall be a part of the Code of the City of Hackensack 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 City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack 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.

Section 8:

This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Introduced:

Adopted:

ATTEST:

CITY OF HACKENSACK

By: _____
Timothy J. Hoffman, Acting Clerk

By: _____
Caseen Gaines, Mayor

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 300-26

RESOLUTION AUTHORIZING PAYMENT OF BILLS

BE IT RESOLVED by the City Council of the City of Hackensack that the bills in the following accounts be and are hereby ordered paid:

Current Fund:	2,864,931.31
Grants:	543.00
Payroll:	1,963,748.04
Public Parking System:	1,080.60
Capital:	517,664.11
Escrow:	0.00
Trust Account:	23,277.52
Total Expenditures:	<u>\$ 5,371,224.58</u>
Interfunds/Transfers:	<u>\$ 192,004.45</u>

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 301-26

**RESOLUTION AUTHORIZING 100% VETERAN TAX EXEMPTION FOR
462 HAMILTON AVENUE**

WHEREAS, a property located in the City of Hackensack, known as 462 Hamilton Avenue, Hackensack, Block 453, Lot 33, is assessed to Anibal Montero;

WHEREAS, on June 20, 2024 was declared 100% exempt by the Department of Veterans Affairs; and

WHEREAS, according to the City of Hackensack Ordinance# 50-2023, the effective date of exemption is based on the date of the application of September 25, 2026; and

THEREFORE, BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel taxes effective September 25, 2026 and issue a refund in the amount of \$212.37 prorated for 5 days. The refund check will be given to the Tax Collector for mailing. This property is 100% tax exempt for 2026 effective September 25, 2026.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 302-26

**RESOLUTION AUTHORIZING 100% VETERAN TAX EXEMPTION FOR
241 POPLAR AVENUE**

WHEREAS, a property located in the City of Hackensack, known as 241 Poplar Avenue, Hackensack, Block 571, Lot 21, is assessed to Frank Rodrigues and Stacey Reich (wife); and

WHEREAS, on November 15, 2023, Mr. Rodrigues was declared 100% exempt by the Department of Veterans Affairs; and

WHEREAS, according to the City of Hackensack Ordinance# 50-2023, the effective date of exemption is based on the date of the application of October 14, 2026; and

THEREFORE, BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel 4th quarter 2026 taxes in the amount of \$3,967.47 prorated for 76 days. This property is 100% tax exempt for 2026 effective October 14, 2026.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 303-26

RESOLUTION AUTHORIZING APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICERS CLASS I FOR 2027 CALENDAR YEAR

BE IT RESOLVED, that the following individuals are appointed as Special Law Enforcement Officers in the City of Hackensack, as per NJ Title 40A14-146.14, for the period of January 1, 2027 through December 31, 2027:

1. S. Capt. Dean Mattalian
2. SLT John Monaco
3. SLT Christopher Gratzel
4. SPO Sameh Androus
5. SPO Cristian Anton
6. SFG Anthony Avila
7. SPO Jordan Bittan
8. S.SGT Michelle Campo
9. SPO Jorge Carguaytongo
10. SPO José Celentano
11. SPO Joseph Chavarria
12. SPO Azize Cornejo
13. SPO Virgil Dafinoiu
14. SFG Anthony DeLuca
15. SPO Joe Fisco
16. SPO Jim Flores
17. SPO Miles Green
18. SPO Marco Borovcanin
19. SPO Vesna Marinkovic
20. SPO Sumbal Nadeem
21. SPO Ronald Polson
22. S.Sgt. Ernesto Robinson
23. SFG Joachim Vassallo
24. SPO Jessica Velasquez
25. SPO Noel Velez
26. SPO Robert Viggiano
27. SFG Slobodan Vuckovic
28. SPO Tonya Ramos

29. S.SGT Asley Nam

** Chaplain Rev. Donald Mc Cracken **

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 304-26

RESOLUTION AUTHORIZING ENDORSEMENT OF PROPOSED BERGEN COUNTY COMMUNITY DEVELOPMENT GRANTS

WHEREAS, Bergen County Community Development Grants have been proposed by the following organization(s) located in the municipality of Hackensack, New Jersey; and

WHEREAS, pursuant to the State Inter-local Services Act, Community Development funds may not be spent in a municipality without authorization by the Mayor and City Council; and

WHEREAS, the aforesaid project is in the best interest of the residents of Hackensack; and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid Community Development Funds.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Hackensack hereby confirms endorsement of the following projects; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program (Robert G. Esposito – resposito@co.bergen.nj.us) so that implementation of the aforesaid projects may be expedited.

<u>APPLICANT</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
Boys & Girls Club of Hackensack	Guiding Great Futures Program	\$95,000.00

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 305-26

**RESOLUTION AUTHORIZING APPOINTMENT OF DEPUTY EMERGENCY
MANAGEMENT COORDINATOR**

BE IT RESOLVED, by the City Council of the City of Hackensack that Deputy Chief Michael Thomassey be and is hereby appointed as the Deputy Emergency Management Coordinator for the City of Hackensack for a term of one year; and to serve at the pleasure of the City Council.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 306-26

**RESOLUTION AUTHORIZING THE CANCELLATION OF
STALE & OUTSTANDING CHECKS**

WHEREAS, the City of Hackensack has carried on its book balance, stale and outstanding checks which are over six months old; and

WHEREAS, it is necessary to cancel these stale and outstanding checks in order to return these funds to the respective Operations account or appropriate Trust Fund.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hackensack, that the following stale and outstanding checks are hereby cancelled:

Current Account

115331	\$237.00	115396	\$70.08
115401	\$208.43	115813	\$87.84
116017	\$500.00	116084	\$30.46
116372	\$500.00	116389	\$500.00
116431	\$125.00	116433	\$50.00
116581	\$251.00	116810	\$7,125.00
117127	\$175.00	117423	\$1,210.00
117656	\$106.17	117736	\$350.00
118204	\$22.72	118292	\$500.00
118464	\$85.03	118549	\$624.00
119250	\$627.53		

Payroll Agency Account

18449 \$7.50

Parking Operating Account

4354 \$832.00 4511 \$2.00

Other Trust Account

6625	\$840.00	6657	\$11.69
6722	\$358.49	6879	\$75.00
7217	\$25.73	7226	\$3,744.00

Net Payroll Account

2890	\$1,001.26	60159	\$460.26
60288	\$244.38	60319	\$942.19
60342	\$721.59	60343	\$972.06
60351	\$936.18	60352	\$936.18
60354	\$795.60	60422	\$972.25
60432	\$848.05	61017	\$1,335.95

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 307-26

**RESOLUTION AUTHORIZING TRANSFER OF 2026 BUDGET
APPROPRIATIONS**

WHEREAS, various Year 2026 bills have been presented for payment this year, which bills were not covered by Year 2026 Budget Appropriations; and

WHEREAS, N.J.S.A. 40A:4-58 provides that amounts in excess of appropriations over and above the amounts deemed to be necessary to fulfill the purpose of such appropriations, may be transferred to appropriations deemed to be insufficient, during the last two months of the budget year and the first three months of the reserve year.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hackensack that transfers in the amount of \$800,000 be made between the Year 2026 Budget Appropriations, effective November 1, 2026, as follows:

CURRENT FUND

FROM

DEPARTMENT

6-01-23-210-210-200 Group Health Insurance – OE \$800,000

Total - \$800,000

TO

DEPARTMENT

6-01-20-155-155-200 Legal Services – OE \$20,000
6-01-23-215-215-200 Workers' Compensation – OE \$250,000
6-01-23-220-220-200 General Liability - OE \$400,000
6-01-26-300-302-100 Street Cleaning – S&W \$43,000
6-01-28-375-375-200 Parks & Playgrounds – S&W \$10,000

6-01-30-415-415-200	Info / Technology - OE	\$62,000
6-01-31-455-455-200	Sewer Treatment / Disposal – OE	\$5,000
6-01-43-490-490-200	Municipal Court – OE	\$10,000
Total -		\$800,000

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 308-26

RESOLUTION AUTHORIZING RENEWAL OF A PROPRIETARY CONTRACT WITH GOVPILOT, LLC FOR THE BUILDING, HOUSING, AND LAND USE DEPARTMENT PERMITTING COMPUTER SERVICES

WHEREAS, the City of Hackensack Building, Housing, and Land Use Department currently utilizes the GovPilot software package for its permitting and reporting needs, and now requires renewal of this proprietary computer software package; and

WHEREAS, N.J.S.A. 40A:11-5(1)(dd) authorizes the governing body of a municipality to award any contract which exceeds the bid threshold, without public advertising for bids, for the provision of services for the support of proprietary computer software; and

WHEREAS, the renewal of the GovPilot software package does exceed the annual bid threshold, thus requiring award by the governing body; and

WHEREAS, the City Manager recommends the awarding of this renewal contract for the GovPilot software package for the Building, Housing, and Land Use Department.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. GovPilot, LLC of 204 East Main St., Manasquan, NJ 08736 is hereby awarded a proprietary contract renewal in the amount not to exceed \$66,950 for permitting and reporting computer services for the Hackensack Building, Housing, and Land Use Department, in accordance with the proposal attached.

2. A Certification of Funds has been prepared by the Chief Financial Officer for the said contract assuring that a sufficient appropriation exists in budget account 6-01-22-195-195-204 to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.
3. The Mayor and City Clerk are hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The City Attorney shall review any and all contractual documents prepared in the furtherance of this award.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK



Invoice

GovPilot

990 Cedarbridge Ave, Suite B7 - 363, Suite B7 - 363
Brick, NJ 08723
United States

Bill to

Ernest Sisco
City of Hackensack - Building Dept.
216 Union Street
Hackensack, NJ 07601
United States

Invoice number INV-1430**Invoice date** December 1, 2026**Due date** December 1, 2026

Total **\$66,950.00**

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
GovPilot Professional (10 modules) - Year 1 10 Templated Modules December 1, 2026 – November 30, 2027	1	\$66,950.00	\$66,950.00

Subtotal	\$66,950.00
Total	\$66,950.00

Comments

Please contact us at invoice@govpilot.com if you have any questions.

Note: If this is not the correct email address for billing, please advise so we may update our records.

Thank you for being a customer!

The GOVPILOT Finance Team

Payment is due within 30 days of receipt, should payment not be received within 30 days, your account is subject to suspension.

All fees are listed in USD and are subject to sales tax (as applicable).



GOVPILOT, LLC DBA SPATIAL DATA LOGIC

RENEWAL

VALID UNTIL NOV 2, 2026

RENEWAL FOR

City of Hackensack, New Jersey

GovPilot delivers modern, cloud-based government software that helps municipalities reduce manual work, improve resident service, and build a more efficient operation.

ISSUED OCT 2, 2026

PREPARED FOR

**City of
Hackensack**

Ernest Sisco ·
Construction
Official

BILL TO

**City of
Hackensack**

Dawn Chaplain
215 State Street,
Hackensack, NJ,

**YOUR GOVPILOT
PARTNER**



**Tom
Jarrett**

Customer
Success

215 State Street,
Hackensack, New
Jersey, 07601

07601

Manager,
GovPilot
tom.jarrett
@govpilot
.com
+1610904
3728

GovPilot is trusted by 600+ municipalities across the
United States.

Our platform is built for the way government works.

Let's build something better together.

**GovPilot, LLC dba Spatial
Data Logic**
govpilot.com

Valid until Nov 2, 2026

RENEWAL

A Modern Digital Government Platform

Your community is ready to retire paper-based processes and give residents a faster, more transparent way to work with Town Hall. GovPilot delivers a single, secure platform to digitize permits, code enforcement, and citizen requests, so staff spend less time on paperwork and residents get answers sooner.

RENEWAL TERM

NEW TERM BEGINS	TERM LENGTH	VALID UNTIL
Dec 1, 2026	3-year (36 months)	Nov 2, 2026

WHAT'S INCLUDED

GovPilot Professional (10 modules) - Year 1 10 Templated Modules	\$66,950 PER YEAR
GovPilot Professional (10 modules) - Year 2 10 Templated Modules	\$68,959 PER YEAR
GovPilot Professional (10 modules) - Year 3 10 Templated Modules	\$71,027 PER YEAR

INVESTMENT SUMMARY

Annual subscription	\$66,950 / year
---------------------	-----------------

Year-one total

\$66,950

3-year total (36-month term): \$206,936.

- ✓ No hidden fees.

BUILT FOR PUBLIC-SECTOR REQUIREMENTS

- ✓ **Security & hosting**

SOC 2-aligned controls, encryption in transit and at rest, and hosting on US-based cloud infrastructure.

- ✓ **You own your data**

The municipality retains full ownership of its records, with export available at any time.

- ✓ **ADA / WCAG 2.1 AA**

Resident-facing portals are built to meet WCAG 2.1 AA accessibility standards.

- ✓ **Support & onboarding**

Dedicated implementation manager, staff training, and ongoing US-based support included.

Notes

Terms

This quote is an Order under, and is incorporated into and governed by, the attached GovPilot Master Services Agreement. Please review the attached agreement before signing. Your signature below accepts both this quote and the attached Master Services Agreement

 GovPilot_dba_SDL_MSA_Quote_Attachment_v1.2

In signing

Payments

Payment terms: due on receipt

Buyer will receive an invoice on each billing date, upon which Buyer will need to process payment manually according to the payment terms. Make sure a valid payment method is available for each payment.

Acceptance

By signing below, the authorized representative of the Customer accepts this quote together with the GovPilot Master Services Agreement attached to it. This quote is an Order under that Agreement, and the Customer and GovPilot agree that this quote and the attached Master Services Agreement together constitute the binding agreement between them. The date of the last signature below is the Effective Date of the attached Master Services Agreement. The signatory certifies that they are authorized to bind the Customer and that the name and title entered below are accurate. This single signature applies to both this quote and the attached Master Services Agreement.

On behalf of the buyer,

On behalf of the seller,

Signed

Signed

Ernest Sisco

esisco@hackensack.org

Ryan James

ryan.james@govpilot.com

Modules

Module Name	Module Owner	Data Import	New or Existing
Construction Permit		No	Existing
CCO		No	Existing
Electrical Permit		No	Existing
Fire Permit		No	Existing
Dumpster Permit		No	Existing
Plumbing Permit		No	Existing
Report a Concern		No	Existing
Zoning Permit		No	Existing
HVAC Permit		No	Existing
Curb Sidewalk Apron		No	Existing

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 309-26

RESOLUTION AUTHORIZING THE AWARD OF A CO-OP CONTRACT FOR THE PURCHASE OF AN OUTDOOR LIGHTNING WARNING SYSTEM AND TEN (10) WEATHER STATIONS FOR CITY PARKS AND SCHOOL FIELDS

WHEREAS, the City of Hackensack, in co-operation with the Hackensack Board of Education, is desirous of implementing a system in the City parks and the school ballfields utilized by residents and students of the City of Hackensack, to provide immediate, real-time protection from impending lightning strikes, and other sudden, unpredictable severe weather situations; and

WHEREAS, the City of Hackensack wishes to purchase this equipment by selection off The Interlocal Purchasing System (TIPS) cooperative purchasing approved bid list, pursuant to N.J.S.A. 40A:11-11(6); and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J.S.A. 40A:11-12; and

WHEREAS, the City of Hackensack wishes to utilize the TIPS Cooperative Contract #240102 for Emergency Responder Supplies, Equipment, and Services; and

WHEREAS, Perry Weather Inc., of 3102 Oak Lawn Ave. #202, Dallas TX, 75219 has been awarded TIPS Contract #240102 as an authorized vendor under the TIPS cooperative purchasing system; and

WHEREAS, the Qualified Purchasing Agent recommends the utilization of this contract on the grounds that it represents the best available price; and

WHEREAS, the actual price of this Outdoor Warning System and Weather Stations for ten (10) locations, including all hardware, installation and subscriptions needed, is expected not to exceed \$150,900; and

WHEREAS, the City has received one Bergen County Open Space Trust Fund Grant in the amount of \$63,825 and has applied for another grant on behalf of the Hackensack Board of Education.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. Perry Weather Inc., of 3102 Oak Lawn Ave. #202, Dallas TX, 75219 is hereby awarded a contract in the amount not to exceed \$150,900 for the purchase of an Outdoor Warning System and Weather Stations for ten (10) locations, including all hardware, installation and subscriptions needed.
2. A Certification of Funds has been prepared by the Chief Financial Officer for the said contract assuring that a sufficient appropriation exists in budget account C-04-23-030-000-204 to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Perry Weather
3102 Oak Lawn Ave, Ste 202
Dallas, TX 75219
+14695465082
billing@perryweather.com



INVOICE

BILL TO
City of Hackensack, NJ
65 Central Avenue
Hackensack, NJ 07692

SHIP TO
City of Hackensack, NJ
65 Central Avenue
Hackensack, NJ 07692

INVOICE # 12338
DATE 01/01/2026
DUE DATE 01/31/2026

PRODUCT / SERVICE	QTY	UNIT PRICE	AMOUNT
Software Subscription	1	9,800.00	9,800.00T
Web & mobile app access			
Outdoor Warning System & Weather Station (OWX) Upfront Purchase	1	12,500.00	12,500.00T
Outdoor Warning System (OWS) Upfront Purchase	10	10,000.00	100,000.00T
Shipping	11	400.00	4,400.00T
Hardware Self-Installation	10	0.00	0.00T
Hardware Self-Installation	1	0.00	0.00T

*** OUR MAILING ADDRESS HAS CHANGED! Please remit payment to: Perry Weather, 3102 Oak Lawn Ave, Ste 202, Dallas, TX 75219 ***
Thank you for your business! If you would like to pay by credit card, please let us know (billing@perryweather.com) and we will send you a payment link with an additional processing fee included.
If you are a tax-exempt entity, please email your exemption certificate to billing@perryweather.com to remove sales tax from your invoices.

SUBTOTAL	126,700.00
TAX	0.00
TOTAL	126,700.00
BALANCE DUE	\$126,700.00

Ways to pay

BANK

View and pay

Perry Weather

3102 Oak Lawn Ave, Ste 202
Dallas, TX 75219
+14695465082
billing@perryweather.com

**INVOICE**

BILL TO
City of Hackensack, NJ
65 Central Avenue
Hackensack, NJ 07692

SHIP TO
City of Hackensack, NJ
65 Central Avenue
Hackensack, NJ 07692

INVOICE 14142
DATE 04/30/2026
DUE DATE 05/21/2026

PRODUCT / SERVICE	QTY	UNIT PRICE	AMOUNT
Professional Hardware Installation -Virtual Installation Location Survey -Professional On-Site Installation -Unit Relocation Post Installation May Incur Additional Charges	10	2,200.00	22,000.00T
Professional Hardware Installation -Virtual Installation Location Survey -Professional On-Site Installation -Unit Relocation Post Installation May Incur Additional Charges	1	2,200.00	2,200.00T

*** OUR MAILING ADDRESS HAS CHANGED! Please remit payment to: Perry Weather, 3102 Oak Lawn Ave, Ste 202, Dallas, TX 75219 ***

Thank you for your business! If you would like to pay by credit card, please let us know (billing@perryweather.com) and we will send you a payment link with an additional processing fee included.

If you are a tax-exempt entity, please email your exemption certificate to billing@perryweather.com to remove sales tax from your invoices.

SUBTOTAL	24,200.00
TAX	0.00
TOTAL	24,200.00
BALANCE DUE	\$24,200.00

Ways to pay

BANK

View and pay



Perry Weather Inc. perryweather.com 3102 Oak Lawn Ave Suite #202 Dallas, TX 75219

SOLE SOURCE JUSTIFICATION

Perry Weather provides an exclusive and unique, software technology platform, known as the Perry Weather Web Dashboard (PW). PW is a proprietary software and hardware solution that is the only outdoor notification system which combines wireless hardware, PA capable sirens, black bulb sensors, and industry leading software technology. There is no other comparable turnkey solution in the United States. PW is both a proactive weather notification system and a real-time emergency management tool. All PW software seamlessly and wirelessly syncs to proprietary Outdoor Warning System (OWS) and Weather Station (WXS) hardware.

Perry Weather is a sole source vendor and manufacturer that designs, develops, produces, and sells proprietary lightning detection software technology. PW is the only weather safety and emergency management notification platform with the following technologies:

Advanced Software Technologies: PW Mass Notification, PW Historical Data Log, and PW Custom Widget Builder provide software technology solutions that no other vendor offers.

Advanced Hardware Features: OWS hardware is equipped with text-to-speech public address speakers, multiple lighting options for various emergency scenarios, and a remote manual triggering option. It is extensively configurable to meet the specific needs of each individual client and is the sole solution with PA capabilities.

Comprehensive Weather Data: PW leverages an exclusive in-house mesonet comprised of nationwide weather stations for real-time data including temperature, heat index, wet bulb globe temperature, precipitation, wind speed, wind chill, wind gust, Air Quality Index, and evapotranspiration.

Comprehensive Integration: Standalone hardware is seamlessly integrated with PW's proprietary software, providing an all-encompassing, end-to-end turnkey solution.

Proactive Weather Notification: PW offers a proactive weather notification system that not only alerts users to impending weather events but also serves as a comprehensive emergency management tool.

Authorized Signature:

A handwritten signature in black ink that reads "Collin M. Perry".

Name:

Collin Perry

Title:

CEO

Date:

1/1/2025

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 310-26

**RESOLUTION AUTHORIZING THE AWARD OF A
STATE CONTRACT PURCHASE FOR THREE (3) SNOWPLOW
BLADES FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Hackensack Department of Public Works would like to increase its snow plowing capability by outfitting existing heavy-duty vehicles with snowplows to be employed as needed during upcoming snowstorms, and now seeks to purchase three (3) Gled Hill Heavy-Duty 11 Foot Snowplow Blades, with accompanying hydraulics and lighting, needed for said purpose; and

WHEREAS, the City of Hackensack wishes to make these purchases by using the services of the NJ State Cooperative Contract Purchasing System, pursuant to N.J.S.A. 40A:11-11(6); and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J.S.A. 40A:11-12; and

WHEREAS, the City of Hackensack wishes to utilize the NJ State Bid Contract #24-Fleet-118737 for Snowplow Parts and Grader and Loader Blades; and

WHEREAS, Tony Sanchez, LTD of 1685 U.S. Route 46, Ledgewood, NJ 07852 has been awarded Contract 24-Fleet-118737 as an authorized vendor under the NJ State Cooperative Contract Purchasing System; and

WHEREAS, the Qualified Purchasing Agent recommends the utilization of this contract on the grounds that it represents the best available price; and

WHEREAS, the actual price of these three (3) Gled Hill Heavy-Duty 11 Foot Snowplow Blades, with accompanying hydraulics and lighting, is expected not to exceed \$101,880.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. Tony Sanchez, LTD of 1685 U.S. Route 46, Ledgewood, NJ 07852 is hereby awarded a contract in the amount not to exceed \$101,880 for the purchase of three (3) Gled Hill Heavy-Duty 11 Foot Snowplow Blades, with accompanying hydraulics and lighting for the Hackensack Department of Public Works.
2. A Certification of Funds has been prepared by the Chief Financial Officer for the said contract assuring that a sufficient appropriation in budget accounts C-04-17-004-000-300, C-04-21-041-000-200, and C-01-21-041-000-600 exist to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.
3. The Mayor and City Clerk are hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The City Attorney shall review any and all contractual documents prepared in the furtherance of this award.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Jesse: see Gen



**Truck Bodies
& Parts**

Tony Sanchez Ltd.

1685 Rt. 46 West
Ledgewood, NJ 07852

Tel: 973-398-3398

Fax: 973-328-3607



R6-056611

Transaction Date/Time: 8/28/2026 12:47:07 PM

Invoice #: 69328

Customer: City of Hackensack
65 Central Ave
Hackensack, NJ 07601

Ship To:

Work Performed

Price

Custom Made HD Steel Front Bumper Reinforce Brackets
Hydraulics Front Hitch Jersey Type" Removable Front Hitch
Hitch Will Be A Front Bumper to Axle Design.
QCP Receiver Drop Pin

5/8x8 Cutting Edge, Curb Shoe
36" Unbreakable Markers.3/8x12 Belt Deflector Flap
HD Adjustable Mushroom Shoes
Level Lift Chain Kit. Cushion Valve

Gled Hill H.D. Snow Plow SN
11 Foot Straight Height Is 42" Steel Snow Plow,
Full Trip Assemble
Standard Type Table, Power Reversing Assembly,
Painted Acrylic Enamel 1 Color
Quick Disconnecting System D Ring

\$33,960.00

Truck 216 - SKKHBP6M6TPWX6298

NJ Repair Contract T2108 25-GNSV2-137221
NJ Parts Contract T0085 24-Fleet -118737

Lights LED / Heated Low Mounted Snow Plow Lights
Mounted on hood with Stainless Steel Brackets

\$33,960.00

Salesman: Andy

Payment Method Credit

Customer PO Number: R6-05186 1D PLOW

Shop Costs: \$0.00

Shipping: \$0.00

Subtotal: \$33,960.00

NJ Tax: \$0.00

Credit: \$0.00

Deposit(s): \$0.00

Customer Copy

Payments:	\$0.00
Total:	\$33.960.00



**Truck Bodies
& Parts**

Tony Sanchez Ltd.

1685 Rt. 46 West
Ledgewood, NJ 07852

Tel: 973-398-3398

Fax: 973-328-3607



R6-05661

~~R6-06983~~

Transaction Date/Time: 9/9/2026 2:57:37 PM

Invoice #: 69419

Customer: City of Hackensack
65 Central Ave
Hackensack, NJ 07601

Ship To:

Work Performed

Price

Lights LED / Heated Low Mounted Snow Plow Lights
Mounted on hood with Stainless Steel Brackets
Custom Made HD Steel Front Bumper Reinforce Brackets
Hydraulics Front Hitch Jersey Type" Removable Front Hitch
Hitch Will Be A Front Bumper to Axle Design.
QCP Receiver Drop Pin
5/8x8 Cutting Edge, Curb Shoe
36" Unbreakable Markers, 3/8x12 Belt Deflector Flap
HD Adjustable Mushroom Shoes
Level Lift Chain Kit, Cushion Valve
Gled Hill H.D. Snow Plow SN
11 Foot Straight Height Is 42" Steel Snow Plow,
Full Trip Assemble
Standard Type Table, Power Reversing Assembly,
Painted Acrylic Enamel 1 Color
Quick Disconnecting System D Ring
Truck 245 - 5KKHBPFM2SJV2925

\$33,960.00

NJ Repair Contract T2108 25-GNSV2-137221
NJ Parts Contract T0085 24-Fleet -118737

\$33,960.00

Salesman: Andy

Payment Method Credit

Customer PO Number: .r6-05186 1D Plow

Shop Costs:	\$0.00
Shipping:	\$0.00
Subtotal:	\$33,960.00
NJ Tax:	\$0.00
Credit:	\$0.00
Deposit(s):	\$0.00

Customer Copy

Payments: \$0.00

Total: \$33,960.00



**Truck Bodies
& Parts**

Tony Sanchez Ltd.

**1685 Rt. 46 West
Ledgewood, NJ 07852**

**Tel: 973-398-3398
Fax: 973-328-3607**



R6-05661

Transaction Date/Time: 9/11/2026 4:08:55 PM

Invoice #: 69450

**Customer: City of Hackensack
65 Central Ave
Hackensack, NJ 07601**

Ship To:

Work Performed

Price

Lights LED / Heated Low Mounted Snow Plow Lights
Mounted on hood with Stainless Steel Brackets
Custom Made HD Steel Front Bumper Reinforce Brackets
Hydraulics Front Hitch Jersey Type" Removable Front Hitch
Hitch Will Be A Front Bumper to Axle Design.
QCP Receiver Drop Pin

5/8x8 Cutting Edge, Curb Shoe
36" Unbreakable Markers, 3/8x12 Belt Deflector Flap
HD Adjustable Mushroom Shoes
Level Lift Chain Kit, Cushion Valve

Gled Hill H.D. Snow Plow SN 91213
11 Foot Straight Height Is 42" Steel Snow Plow,
Full Trip Assemble
Standard Type Table. Power Reversing Assembly,
Painted Acrylic Enamel 1 Color
Quick Disconnecting System D Ring

\$33,960.00

Truck 240 - SKKHBPFEM0SLVJ 2924

NJ Repair Contract T2108 25-GNSV2-137221
NJ Parts Contract T0085 24-Fleet-118737

\$33,960.00

Salesman: Andy

Payment Method: Credit

**Customer PO Number:
R6-05186-1D PLOW**

**Expiration Date:
Authorization:**

Shop Costs:	\$0.00
Shipping:	\$0.00
Subtotal:	\$33,960.00
NJ Tax:	\$0.00
Credit:	\$0.00
Deposit(s):	\$0.00
Payment(s):	\$0.00
Total:	\$33,960.00

Office Copy

Signature: Anthony Scidato

Print: Anthony Scidato



Contract 24-FLEET-118737

Header Information

Purchase Order Number:	24-FLEET-118737	Release Number:	0	Short Description:	T0085 Snow Plow Parts and Grader and Loader Blades - Statewide
Status:	3PS - Sent	Purchaser:	Tim Sharpley	Receipt Method:	Quantity
Fiscal Year:	2026	PO Type:	Contract	Minor Status:	
Organization:	Division of Purchase and Property				
Department:	DPP - Division of Purchase and Property	Location:	FLEET - Commodities Fleet	Type Code:	RFP/NJCOOP
Alternate ID:		Entered Date:	09/12/2025 01:43:52 PM		
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Release Type:	Direct Release				
Contact Instructions:		Actual Cost:	\$0.00		
Print Format:	PO Print				
T Number:	T0085				
NJ Cooperative Purchasing:	Yes				
Green Contract:	No				
Emergency Contract:	No				
Set Aside Category:	None				
NJ Vendor Certification Category:	None				
Performance Bond Required:	No				
PO_Contact_Email:					
Agency Attachments:	T0085 24DPP01035 Bid Solicitation 6.20.24.docx T0085 Method of Operation 10.9.25.docx				

[T0085 State-Supplied Price Sheet 6.20.24~1.xlsx](#)

[T0085 ATTACHMENT 1 - State of New Jersey Standard Terms and Conditions 6.14.24.pdf](#)

[T0085 ATTACHMENT 5- Drawings 6.20.24.pdf](#)

[Tony Sanchez Offer and Acceptance 10.9.25.pdf](#)

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor: [V00000122 - Tony Sanchez Ltd](#) **Payment Terms:** **Shipping Method:** **Freight Terms:**
Shipping Terms: F.O.B., Destination

PO

Acknowledgements: Document Acknowledged Date/Time
Purchase Order 10/21/2025 09:14:43 AM

Contract Vendor Distributor List

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Preferred Delivery Method</u>	<u>Vendor Distributor Status</u>
V00000122	Tony Sanchez Ltd	Email	Active

Contract Controls

Contract Begin Date: 10/10/2025 **Contract End Date:** 10/09/2028
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AGENCY - Division of Purchase and Property	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: PRICE LINE 174-CATEGORY 2 - SNOW PLOW PARTS: GLEDHILL BRAND ONLY - 3PS -
PRICE LIST FOR PARTS FOR WING PLOWS - NO SUBSTITUTIONS. Sent
MANUFACTERER/BRAND: GLEDHILL HITCH PARTS. REGIONS SERVED:
STATEWIDE. DELIVERY DAYS ARO: 30-45 DAYS.

NIGP Code: 760-06

Blades and Edges: Dozer, Grader, Scraper, Snow Plow, etc.

Bid # / Bid Item #: 24DPP01035 / 1 Quote # / Quote Item #: 00007441 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 2.0, Item # 2: PRICE LINE 175-CATEGORY 2 - SNOW PLOW PARTS: GLEDHILL BRAND ONLY - 3PS -
PRICE LIST FOR PARTS FOR WING PLOWS - NO SUBSTITUTIONS. Sent
MANUFACTERER/BRAND: GLEDHILL HITCH PARTS. REGIONS SERVED:
STATEWIDE. DELIVERY DAYS ARO: 30-45 DAYS.

NIGP Code: 765-61

Snow Plows and/or Snow Wings, Vehicle Mounted

Bid # / Bid Item #: 24DPP01035 / 2 Quote # / Quote Item #: 00007441 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 3.0, Item # 3: T0085 PRICE LINE 185 - EMERGENCY/EXPEDITED DELIVERIES AS SPECIFIED IN SECTION 4.6.1 OF THE BID SOLICITATION.

3PS -
Sent

NIGP Code: 765-61

Snow Plows and/or Snow Wings, Vehicle Mounted

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$0.00	NET - NET	0.00	\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Print Sequence # 4.0, Item # 4: T0085 PRICE LINE 186 - PAYMENT OF RESTOCKING FEES OR RETURN SHIPPING CHARGES AS SPECIFIED IN SECTION 4.6.2 OF THE BID SOLICITATION.

3PS -
Sent

NIGP Code: 765-61

Snow Plows and/or Snow Wings, Vehicle Mounted

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$0.00	NET - NET	0.00	\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Exit

Vendor Profile - Tony Sanchez Ltd

Organization Information

Contracts

General Organization Information

Vendor ID:

V00000122

Status:

Active

Incorporation Details - State:

NJ

Business Description:

Bid Solicitation Number: 24DPP01035
Title: T0085

1099 Vendor:

No

Referenced Vendor:

No

Company Name:

Tony Sanchez Ltd

Status Change Reason:

Year of Incorporation:

0

Preferred Delivery Method:

Email

Close Window

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Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 311-26

**AUTHORIZATION FOR A DEDICATION BY RIDER –
ANIMAL CONTROL TRUST FUND**

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

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

WHEREAS, N.J.S.A. 40A:4-39 et. seq. provides that dedicated revenues anticipated from the acceptance of animal control licenses or taxes within the City of Hackensack are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hackensack, County of Bergen as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Animal Control Trust Fund.

2. The City Clerk of the City of Hackensack is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 312-26

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
ENGINEERING SERVICES FOR THE STAIB PARK SERENITY GARDEN**

WHEREAS, the City of Hackensack would like to dedicate a portion of Staib Park for the construction of a “Serenity Garden”, which will include a new pedestrian walkway, seating, rain garden, pollinator garden, and improved landscaping with native plantings, and now requires engineering services for the design, permitting, and bid phase of the Staib Park Serenity Garden Project; and

WHEREAS, the City was recently awarded a grant in the amount of \$303,780 from the Bergen County Open Space Trust Fund; and

WHEREAS, the City solicited proposals regarding engineering services for said project; and

WHEREAS, it was determined that the proposal received from Neglia Engineering is the most advantageous to the City based on cost and expertise in this field.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. Neglia Engineering Associates of 34 Park Ave., Lyndhurst, NJ 07071 is hereby awarded a contract in an amount not to exceed \$62,900 for the engineering services related to the Staib Park Serenity Garden Project, in accordance with the proposal attached thereof.

2. A Certification of Funds has been prepared and authorized by the Chief Financial Officer for the said contract assuring that there is a sufficient appropriation to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.
3. The budget account to be charged is C-04-25-021-000-100.
4. The Mayor and Council hereby authorize the City Manager to sign documents necessary to effectuate the award of this contract. The City Attorney shall review any and all contractual documents prepared in furtherance of this award.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: August 31, 2026

TO: Mr. Thomas Freeman
City Manager
City of Hackensack
65 Central Avenue
Hackensack, New Jersey 07601

FROM: Anthony Kurus, P.E., P.P., C.M.E

RE: Proposal for Engineering Design, Permitting, and Bidding Phase
Staib Park Serenity Garden
Block 22912, Lot 1
City of Hackensack, Bergen County, New Jersey

Neglia Group ("Neglia") has prepared this proposal to provide Professional Engineering Design, Permitting, and Bidding Services for the Staib Park Serenity Garden Project. The project includes reconstructing Staib Park with passive park improvements including, but not limited to, new pedestrian pathways, seating, rain garden, pollinator garden, landscaping with native plantings, and associated site, grading, and drainage improvements.

The subject property is located adjacent to the Coles Brook, which is a watercourse that is regulated by the New Jersey Department of Environmental Protection ("NJDEP"). The NJDEP regulates all work within these areas therefore NJDEP Land Use Permitting will be required in order to construct the proposed improvements.

The estimated project cost is approximately \$607,560.00 as per the Conceptual Site Plan and Preliminary Engineer's Estimate prepared by our office dated October 31, 2024.

Description of Services – See attached Scope of Services.

Requested By: Ryan Westra, Project Manager

Date of Request: August 26, 2026

This agreement, when approved by **City of Hackensack** will be completed as follows:

1. On a **Lump Sum Basis** for a cost of **Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)** for Phase I – Phase I – Engineering Design, Permitting, and Bidding Phase
2. On a **Material Basis** in accordance with our attached schedule of fees for a cost not to exceed of **Three Thousand Dollars (\$3,000.00)** for reimbursable expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

I. BACKGROUND

Neglia has prepared this proposal to provide Professional Engineering Design, Permitting, and Bidding Services for the Staib Park Serenity Garden Project. The project includes reconstructing Staib Park with passive park improvements including, but not limited to a new pedestrian pathway, seating, rain garden, pollinator garden, landscaping with native plantings, and associated site, grading, and drainage improvements.

The subject property is located adjacent to the Coles Brook, which is a watercourse that is regulated by the New Jersey Department of Environmental Protection ("NJDEP"). The NJDEP regulates all work within these areas therefore NJDEP Land Use Permitting will be required in order to construct the proposed improvements.

The estimated project cost is approximately \$607,560.00 as per the Conceptual Site Plan and Preliminary Engineer's Estimate prepared by our office dated October 31, 2024.

As requested, Neglia has prepared this proposal to provide Professional Engineering Services for the Civil Engineering design of the proposed improvements for bidding and construction along with the NJDEP Land Use Permitting submission required for the project.

II. SCOPE OF SERVICES**PHASE I –ENGINEERING DESIGN, PERMITTING & BIDDING PHASE**

Neglia will perform the following engineering design tasks as they relate to the Staib Park Serenity Garden Project:

- A. Neglia will utilize the Survey previously prepared by our office for design of the project.
- B. Neglia will utilize the Conceptual Site Plan prepared by our office dated October 29, 2024 as the basis of design subject to final approval by the City.
- C. Hold the necessary meetings and research required to coordinate project with the City.
- D. Perform final design and prepare Final Plans and Construction Specifications in such a form and manner that they will meet with Municipal, County, State and Federal requirements. Said plans shall be in such a form that they are suitable for public bidding.
- E. Project scope includes the following pre-bid Civil regulatory permit submissions: Bergen County Soil Conservation District and the NJ Department of Environmental Protection (NJDEP) Division of Land Use (see detailed NJDEP submission scope).
- F. Prepare a final estimate of the construction cost.
- G. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

NJDEP Land Use Department Permitting Package

An NJDEP Land Use Permitting Package will be required for NJDEP-regulated Riparian Zone and Flood Hazard Area. We anticipate submitting the following permit package(s) with the listed components:

1. **NJDEP Flood Hazard Area – Individual Permit Package**
 - a. The NJDEP Land Use Regulation #2 Application Form
 - b. The NJDEP Public Notices
 - c. A USGS Quadrangle Map

- d. A County / Local Road Map
- e. A Tax Map
- f. A catalog of color photographs with a key map
- g. A County Soil Survey Map
- h. A detailed project description report explaining the project purpose, a description of proposed activities to be completed, a project schedule, and description of the wetland and state open waters on-site along with the same for those to be disturbed
- i. A detailed engineer's report providing a narrative satisfying the requirements set forth with the Flood Hazard Control Act rules
- j. Net Fill cross sections and net fill calculations as required
- k. A detailed environmental report describing design and construction techniques, analysis of adverse site impacts, justification due to the impacts, an alternatives analysis, temporary and permanent measures to reduce impacts
- l. A submission of the design drawing documents
- m. A submission of the NJDEP Flood Hazard Area and Riparian Disturbance Plan

PHASE II – CONSTRUCTION MANAGEMENT PHASE

This project phase has not been included within the scope and budget of this proposal. Following the bidding and anticipated successful award of the project, Neglia would issue a proposal with scope and budget for these services upon the request of the Borough.

III. DELIVERABLES

We will provide all vouchers, reports, photographs, etc. as required for this construction management project. Please see below for terms, exclusions, etc. for reimbursable expenses.

IV. ANTICIPATED TIME FRAME

Neglia is prepared to begin upon receipt of a signed copy of this agreement and with the approval of the City of Hackensack (authorizing resolution or signed proposal with authorizing resolution to follow). Our office anticipates completing the design services and NJDEP Land Use Permit submission in approximately 10-12 weeks from the date of authorization. We will keep your office abreast of delays and the project schedule.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, etc. fees and material testing fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal. This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia not require this budget for reimbursable expenses we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any subconsultants be required for this project, Neglia will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action

brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V – INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia, by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by Neglia have not been preserved. Neglia field notes will govern in any dispute.
5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the **City of Hackensack**. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



Anthony Kurus, P.E., P.P., C.M.E.
Principal

Accepted this _____ day of _____ 2026

By: _____

Title: _____

\\Nea-file02\WDOX\MUNI\HACK\2026P\PROPOSAL\00651908.DOCX

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 313-26

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
ENGINEERING SERVICES FOR FIRE ENGINE #2 – RETAINING WALL
RECONSTRUCTION**

WHEREAS, the Hackensack Fire Department Engine #2, located at 107 South Summit Ave., requires the existing retaining wall to be evaluated for its replacement and now requires engineering services for the surveying, design, bid, and construction management of said project; and

WHEREAS, the City solicited Requests for Proposals regarding engineering services for said project; and

WHEREAS, it was determined that the proposal received from Neglia Engineering is the most advantageous to the City based on cost and expertise in this field.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. Neglia Engineering Associates of 34 Park Ave., Lyndhurst, NJ 07071 is hereby awarded a contract in an amount not to exceed \$56,195 for the engineering services related to the Fire Engine #2 Retaining Wall Project, in accordance with the proposal attached thereof.
2. A Certification of Funds has been prepared and authorized by the Chief Financial Officer for the said contract assuring that there is a sufficient appropriation to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.

3. The budget accounts to be charged are \$22,000 in budget account C-04-18-051-000-300, and \$34,195 in budget account C-04-20-035-000-100.
4. The Mayor and Council hereby authorize the City Manager to sign documents necessary to effectuate the award of this contract. The City Attorney shall review any and all contractual documents prepared in furtherance of this award.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: August 17, 2026

TO: Thomas Freeman, C.P.M.
City Manager
City of Hackensack
65 Central Avenue
Hackensack, New Jersey 07601

FROM: Gregory J. Polyniak, PE, PP, CME, CPWM

RE: Proposal for Professional Surveying, Engineering, and Construction Management Services
Retaining Wall Reconstruction at 401 Marvin Avenue
City of Hackensack, Bergen County, New Jersey

Neglia Group ("Neglia") has prepared this proposal to provide Surveying, Design, Bidding, and Construction Management Services for the above referenced project. The existing retaining wall along the shared property boundary at the Summit Avenue Firehouse and 401 Marvin Avenue require evaluation and repair. This proposal addresses the reconstruction of the existing, shared retaining wall between these two properties.

Requested By: City of Hackensack

Date of Request: August 13, 2026

This agreement, when approved by the City of Hackensack, will be completed as follows:

1. On an **hourly basis** for a **not-to-exceed** cost of **Five Thousand Seven Hundred Sixty Dollars (\$5,760.00)** representing Surveying Services as described herein including property corners.
2. On a **material basis** for a cost not to exceed **Nine Hundred Dollars (\$900.00)** representing Reimbursable Expenses to contract with a title searcher to research and provide recorded deed documents for the subject parcel. This is an optional service if the required title report is not provided for the boundary survey described herein.
3. On an **hourly basis** for a **not-to-exceed** of **Twenty-Four Thousand Seven Hundred Forty Dollars (\$24,740.00)** for the Design and Bidding representing engineering services.
4. On an **hourly basis** for a **not-to-exceed** of **Twenty-Three Thousand Seven Hundred Ninety-Five Dollars (\$23,795.00)** for construction management services.
5. On a **Material Basis** in accordance with our attached schedule of fees for a cost not to exceed of **One Thousand Dollars (\$1,000.00)** for reimbursable expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign, date this agreement, and return to our office to serve as our notice to proceed, or provide a resolution of approval, accepting the terms of this proposal.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

I. BACKGROUND

Neglia Group ("Neglia") has prepared this proposal to provide Surveying, Design, Bidding, and Construction Management Services for the above referenced project. The existing retaining wall along the shared property boundary at the Summit Avenue Firehouse and 401 Marvin Avenue require evaluation and repair. This proposal addresses the reconstruction of the existing, shared retaining wall between these two properties.

II. SCOPE OF SERVICES**SURVEYING SERVICES****A. Boundary Survey**

This office will prepare an on-ground boundary survey of the subject parcel known as 105 Summit Avenue, Block 144(33505) Lot 1(14), City of Hackensack, Bergen County, New Jersey. This survey will include the relevant information of the boundary lines along with any easements and any other researched or supplied information pertaining to the boundary.

We will require a current title report for the subject parcel to complete this task, along with current deeds for the adjoining properties. Any relevant information included in the title report will be shown on the survey. If a title report is not available or provided, we can enlist a title searcher to perform a title search on your behalf. We have included a separate fee for these services.

In the event a sufficient number of corner markers are not found on the subject and adjoining properties or, if corner markers found are in disagreement with the record documents, additional research and field reconnaissance may be necessary. In this event, we will discuss any additional costs involved prior to proceeding with the project. This scope excludes setting corner markers at this time. We recommend setting sufficient boundary line markers as part of the wall reconstruction phase.

B. Topographic Survey (Limited)

We will prepare an on-ground topographic survey of a portion of the subject parcel. This scope includes the western portion of the site including the parking lot, the retaining wall, and a 10-foot overlap into adjoining Lot 7(15) known as 401 Marvin Avenue. This survey will show any accessible aboveground physical features (buildings, walls, curbs, walks, fences, utility structures, paved areas, trees (6" in diameter and greater), etc.) within the scope limits. This survey will also include one-foot contours and spot elevations as needed to define high points, low points, etc. This scope will extend to the near curbline of Marvin Avenue plus 10 feet into the roadway to depict the closest storm drain structure along the parcel frontage and within the scope limits. The remainder of the site will be depicted using a current on-line aerial image obtained from Nearmap.

C. General Information

Neglia shall prepare this survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1). Horizontal datum will be based on New Jersey Plane Coordinate System North American Datum (NAD) 1983(2011). Elevations will be based on North American Vertical Datum of 1988 (NAVD1988).

DESIGN AND BIDDING PHASE**A. Design and Bidding Services**

Neglia Group along with its subconsultant(s) will perform the following design and bidding tasks as they relate to the above-mentioned retaining wall reconstruction project along the shared property boundary of the Summit Avenue Firehouse and 401 Marvin Avenue:

1. Hold the necessary meetings and research required to coordinate the Municipal Departments.
2. Perform a one soil boring (if deemed necessary)
3. Perform final design and prepare Final Plans and Construction Specifications in such a form and manner that they will meet with Municipal, County, State and Federal requirements. Said plans shall be in such a form that they are suitable for public bidding.
4. Prepare a final estimate of the construction cost.
5. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

It shall be noted that this proposal does not include the design and replacement of the retaining wall. Should it be determined after our retaining wall evaluation that the entire wall needs to be demolished and reconstructed, our office would inform the City and prepare a separate proposal with additional scope and budget.

CONSTRUCTION MANAGEMENT PHASE

A. Construction Management Services

Neglia will provide part-time construction management services as they relate to the aforementioned retaining wall reconstruction project. It shall be noted that site safety will be the responsibility of the contractor. The services will include the following:

1. Technical Observation – This part-time inspection work under this category will be billed at per diem basis in accordance with our rates.
2. Any costs stated for the construction management phase of this proposal are based on estimated construction time. The actual time expended will depend on the ability and performance of the contractor. Any additional time expended will be billed at our hourly rates.
3. The hourly rates referred to herein shall be subject to review and change bi-annually.
4. Any work required with NJDEP, NJDOT or other state agencies will be billed on a per diem basis in accordance with our rates.
5. A separate proposal for asphalt testing will be provided subsequent to the completion of project construction with additional scope and budget.
6. Provide Field Engineering during construction. These hours will be billed in accordance with the attached billable rates.
7. Making visits to the site to observe the work in progress and providing reports to the City.
8. Observing initial operation on the project or of performance tests required by specifications.
9. Reviewing and approving requests for monthly and final payments to contractors.
10. Making a final inspection and report on the completed project.
11. Issue a certificate of completion to the City on completion of construction contracts.

Be advised that site safety is the sole responsibility of the Contractor. However, should Neglia Group observe conditions that are a detriment to vehicular and pedestrian traffic, along with their labor, we will advise the Contractor accordingly. In addition, we rely solely on the City's Financial Department to review Certified Payroll regarding current wages. This proposal does not include any environmental services regarding soil testing and disposal and will solely rely on the City's Licensed Site Remediation Professional (LSRP) for such.

As is required by Local Public Contracts Law, the lowest responsible bidder will be required to be awarded the contract for this project. It shall be noted that Neglia has provided a budget for this project phase assuming that the project construction will be diligent and will follow the project specifications and project schedule without significant communications and direction. Should the contractor not be diligent and responsive during the construction process and additional construction management effort is required by this office, our office

would issue a proposal with additional scope and budget to address the additional effort that would be required. If the contractor is responsive and diligent, this additional scope and budget would not be required.

III. DELIVERABLES

We will provide all survey data, plans and specifications to the City of Hackensack in digital format in AutoCAD format if requested, and one (1) hard copy. See "Conditions and Exclusions" section for mass printings.

IV. ANTICIPATED TIME FRAME

Neglia is prepared begin upon receipt of a signed copy of this agreement and with the approval of the City (authorizing resolution or signed proposal with authorizing resolution to follow). Our office anticipates completing the surveying and design services (construction documents) within approximately seventy business days excluding holidays from the day of receipt of authorization. We anticipate proceeding with surveying services once this proposal is authorized, but weather conditions and ground cover could affect the project schedule. We will keep your office abreast of delays and the project schedule.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, etc. fees and material testing fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns unless specifically mentioned in this proposal scope. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project. Should Neglia not require this budget for reimbursable expenses, we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions, and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by Neglia have not been preserved. Neglia field notes will govern in any dispute.
5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time-and-material or on terms that the parties mutually agree upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understands all the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the **City of Hackensack**. Please sign one copy of this proposal and return same to this office or provide a resolution of approval.

Thank you for affording us the opportunity to be of service, we look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



Gregory J. Polyniak, PE, PP, CME, CPWM
Vice President

Accepted this _____ day of _____ 2026

By: _____

Title: _____

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EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2025 – 2026 HACKENSACK CAPITAL PROJECTS
HOURLY BILLING RATES

PRINCIPAL	\$247.00
SENIOR ENGINEER / SENIOR MANAGER/SENIOR PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL ENGINEER / PROJECT MANAGER /RESIDENT ENGINEER	\$225.00
SENIOR DESIGN ENGINEER	\$220.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$205.00
ENGINEERING ASSISTANT	\$135.00
PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$215.00
LANDSCAPE DESIGN / STAFF PLANNER	\$175.00
COMPUTER AIDED DESIGNER	\$173.00
CONSTRUCTION DIRECTOR	\$225.00
CONSTRUCTION MANAGER	\$205.00
TECHNICAL OBSERVER	\$175.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$225.00
SURVEY PROJECT MANAGER	\$205.00
3 MAN SURVEY CREW	\$330.00
2 MAN SURVEY CREW	\$280.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$245.00
CERTIFIED WETLAND DELINEATOR	\$235.00
LICENSED COLLECTION SYSTEM OPERATOR	\$225.00
DRONE PILOT AND VISUAL OBSERVER	\$295.00
DRONE EDITOR	\$205.00
GIS MANAGER	\$220.00
GIS SPECIALIST	\$200.00
GIS TECHNICIAN	\$135.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 5.25/sheet
MYLARS	\$38.50/sheet
COLOR PRINTS	\$88.00/sheet
PHOTOCOPIES (Black & White)	\$.37/page
PHOTOCOPIES (Color)	\$.55/page
MILEAGE (Federal Standard Mileage Rate)	\$.70/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - b. Holidays – 2 times the hourly rate and a 4 hour minimum
4. Reimbursable expenses are subject to change annually based on industry fluctuation.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 314-26

**RESOLUTION AUTHORIZING THE CANCELLATION OF
RESERVE FOR RE-ASSESSMENT EXPENDITURES**

WHEREAS, the City of Hackensack has carried on its books a Reserve for Re-Assessment Expenditures following a Special Appropriation in 2021 to pay for annual re-assessments; and

WHEREAS, the pay-down of this Special Appropriation was spread over five budget cycles from 2022 to 2026; and

WHEREAS, this project is now complete, and it is now necessary to cancel any remaining balance to the operation account of the Current Fund; and

WHEREAS, based on the recommendation of the Chief Financial Officer, the Mayor and Council are advised to cancel the Reserve for Re-Assessment Expenditures in the amount of \$63,197.40.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hackensack, that the balance of Reserve for Re-Assessment Expenditures is hereby cancelled and the funds are moved to surplus.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 315-26

RESOLUTION AUTHORIZING RECREATION REFUND

BE IT RESOLVED by the City Council of the City of Hackensack that the proper officers be and are hereby authorized to make the following refund for the reason stated:

Nancy Reyes

Hackensack, NJ 07601

(Park Permit Refund – Permit No. 26-142, Invoice No. 11091R)

Amount: \$ 50.00

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Deputy Mayor Toomey							
Clark-Collins							
Carroll							
Diaz							
Mayor Gaines							

CITY OF HACKENSACK

RESOLUTION NO. 316-26

RESOLUTION AUTHORIZING AN ACCELERATED TAX LIEN SALE FOR DELINQUENT ANNUAL SERVICE CHARGE PAYMENTS

WHEREAS, the Governing Body of the City of Hackensack finds and declares that pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) in general municipalities are authorized to utilize their tax collection authority to collect delinquent Annual Service Charge payments together with any interest accruing thereupon; and

WHEREAS, pursuant to the several Financial Agreements that the City has entered into with qualified urban renewal entities, the City has the right to place municipal liens against the property where there are found to be delinquent Annual Service Charges; and

WHEREAS, the Governing Body of the City of Hackensack finds and declares that N.J.S.A. 54:5-19 requires that the City of Hackensack conduct a public tax sale to enforce delinquent municipal liens by selling said liens in accordance with the Tax Sale Law; and

WHEREAS, "delinquency" means the sum of all taxes and municipal charges due on a given parcel of property covering any number of quarters or years per N.J.S.A. 54:4-67, and

WHEREAS, the Governing Body further finds and declares that the Municipal Tax Collector is qualified to hold said Tax Sale in the calendar year 2026 for municipal delinquent charges; and

WHEREAS, the Governing Body further finds and declares that the Accelerated Tax Lien Sale may be at the discretion of the Municipal Tax Collector;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Hackensack that the Municipal Tax Collector is hereby authorized to conduct an Accelerated Tax Lien Sale during the calendar year of 2026 in accordance with N.J.S.A. 54:5-19 for delinquent Annual Service Charge payments together with any interest accruing thereupon pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.)

BE IT FURTHER RESOLVED, that the Municipal Clerk provide a certified copy of this resolution to the Tax Collector.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 20, 2026**

TIMOTHY J. HOFFMAN, ACTING CITY CLERK