Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN
RESOLUTION NO: _____

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF HOBOKEN, LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC, AND NEW JERSEY TRANSIT CORPORATION

WHEREAS, New Jersey Transit Corporation ("NJ Transit") is the owner of certain property designated as Block 229, Lots 1 and 2, and Block 139, Lots 1.1, 1.2, 1.3, 2, 3 and 4 on the tax maps of the City of Hoboken ("Property"); and

WHEREAS, NJ Transit has designated LCOR Hoboken Rail Station Redevelopment, LLC ("LCOR"), as the master developer for the proposed future development of the Property; and

WHEREAS, on February 7, 2007, the City of Hoboken ("Hoboken") adopted a resolution designating the Property as an area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, Hoboken is in the process of preparing a redevelopment plan ("Plan") in accordance with N.J.S.A. 40A:12A-7, which Plan will set forth the development parameters for the Property; and

WHEREAS, in connection with its preparation of the Plan, Hoboken has requested certain confidential information and materials ("Proprietary Materials") owned by LCOR and prepared by or for LCOR regarding the potential, future development of the Property; and

WHEREAS, Hoboken, LCOR, and NJ Transit have proposed to enter into a Confidentiality Agreement to allow the dissemination of the Proprietary Materials to NJ Transit and Hoboken while maintaining the confidentiality of same;

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

1. The City Council hereby authorizes the Mayor to execute the proposed Confidentiality Agreement, in the form attached hereto as Exhibit A or in a form substantially similar thereto, on behalf of the City of Hoboken.

2. The City Council hereby authorizes and directs the City of Hoboken's staff and professional consultants to take any administrative action to implement this Resolution as may be necessary and appropriate to effectuate its purpose and intent.

3. This Resolution shall take effect immediately.

REVIEWED BY:

_____
Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo
Corporation Counsel

_____
James Farina, RMC
City Clerk

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made as of the Effective Date, as this term is hereinafter defined, by and among **LCOR Hoboken Rail Station Redevelopment, LLC**, a Delaware limited liability company, with an address care of LCOR, One Penn Plaza, Suite 1801, New York, New York 10119 ("LCOR"); **New Jersey Transit Corporation**, an instrumentality of the State of New Jersey, having offices at One Penn Plaza East, Newark, New Jersey 07105-2246 ("Transit"); and the **City of Hoboken**, a municipal corporation of the State of New Jersey, located at 94 Washington Street, Hoboken, New Jersey 07030 ("City"); each individually a "Party" and collectively, the "Parties."

RECITALS:

WHEREAS, Transit is the owner of certain property designated as Block 229, Lots 1 and 2, and Block 139, Lots 1.1, 1.2, 1.3, 2, 3 and 4 on the tax maps of the City of Hoboken ("Property"); and

WHEREAS, Transit has designated LCOR as the master developer for the proposed future development of the Property; and

WHEREAS, on February 7, 2007, the City adopted a resolution designating the Property as an area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, the City is in the process of preparing a redevelopment plan ("Plan") in accordance with N.J.S.A. 40A:12A-7, which Plan will set forth the development parameters for the Property; and

WHEREAS, in connection with its preparation of the Plan, the City has requested certain confidential information and materials, hereinafter defined as the Proprietary Materials, owned by LCOR and prepared by or for LCOR regarding the potential, future development of the Property; and

WHEREAS, the Parties desire to enter into this Agreement to allow the dissemination of the Proprietary Materials to Transit and to the City while maintaining the confidentiality of same.

NOW THEREFORE, IN CONSIDERATION of the mutual convents and agreements herein contained, the access to the Proprietary Materials and for ONE ($1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties agree as follows:

1. **Definitions.**

When capitalized in this Agreement, the following words have the following meanings:

(a) "Agreement" is defined in the Head of this Agreement.

(b) "City" is defined in the Head of this Agreement.

(c) "City Consultants" means 1) Maraziti, Falcon & Healey, LLP; 2) Wallace, Robert, Todd; and 3) Robert B. Pauls, LLC.

(d) "City Consultant Employees with Access" means those principals, employees and/or contractors of the City Consultants who are given access to the Proprietary Materials.

(e) "City Parties with Access" means those individuals and firms listed on the attached Schedule A, attached hereto. The City can add City Parties with Access to those listed on Schedule A, upon written notice, pursuant to **Paragraph 5** of this Agreement, to the other Parties, without the consent of the other Parties, provided that such additional City Parties with Access agree to be bound by the terms of this Agreement.

(f) "Effective Date" means the date on which the last of the Parties to execute this Agreement executes this Agreement.

(g) "LCOR" is defined in the Head of this Agreement.

(h) "MFH" means Maraziti, Falcon & Healey, LLP.

Exhibit A

(i) "Outside Persons" means all natural persons and entities other than the Proprietary Persons.

(j) "Parties" and "Party" are defined in the Head of this Agreement.

(k) "Plan" is defined in the Recitals of this Agreement.

(l) "Property" is defined in the Recitals of this Agreement.

(m) "Proprietary Materials" means any and all financial projections, analyses, data, proformas, spreadsheets, reports, and similar documentation and information prepared by or for LCOR in connection with its proposed development of the Property which is provided pursuant to the terms of this Agreement. Specifically, these Proprietary Materials shall include LCOR's assumptions for all development costs, including the costs for all necessary new or improved infrastructure and amenities and elements set forth in both the City's draft Plan dated September, 2012, and LCOR's proposed alternative Plan, together with all cash flows and revenue projections, an estimation/determination of the expected rates of return of the alternatives for all categories of investors, and the benchmarks against which the projections were compared in arriving at the conclusions. Proprietary Materials shall not include any documents or information currently in the possession of the City, its employees, the City Parties with Access, the City Consultants and/or the employees of any of them, subsequently obtained by any of them outside of the provisions of this Agreement, or otherwise in the public domain."Proprietary Persons" means LCOR, the City Parties with Access and the Transit Individuals with Access.

(n) "Proprietary Work Product" means any and all work product, conclusions, assessments, evaluations or recommendations of the City Parties with Access and/or the City Consultant Employees with Access specifically relating to the Proprietary Materials.

(o) "Transit" is defined in the Head of this Agreement.

(p) "Transit Individuals with Access" means those individuals listed in Schedule B, attached hereto. Transit can add Transit Individuals with Access to those listed on Schedule B, upon written notice, pursuant to **Paragraph 5** of this Agreement, to the other Parties, without the consent of the other Parties, provided that said additional Transit Individuals with Access agree to be bound by the terms of this Agreement.

2. **Confidentiality Agreement.**

(a) LCOR agrees to provide the Proprietary Materials to the City Consultants within two (2) days of the Effective Date.

(b) Transit and the City agree that, without the express written consent of LCOR, they shall not copy or reproduce the Proprietary Materials or Proprietary Work Product or disclose or in anyway disseminate the Proprietary Materials or Proprietary Work Product to any Outside Persons. The printing of one copy of an attachment to an email from LCOR delivering the Proprietary Materials to the City Consultants and/or Transit is not considered the copying or reproduction of Proprietary Materials and shall not be considered a breach of this Agreement.

(c) The City and Transit agree that upon the adoption of the Plan by the City:

(i) they shall return all Proprietary Materials, all copies of same and all electronic versions of same to LCOR, and

(ii) they shall retain the confidentiality of all Proprietary Work Product, all copies of same and all electronic versions of same in accordance with the terms of this Agreement.

(d) The City agrees that only the City Consultants shall be permitted to have physical possession of the Proprietary Materials. City Parties with Access, other than City Consultants, may not possess or retain, at any time, any originals, photocopies or facsimiles of any Proprietary Materials.

(e) The City Parties with Access shall not treat any Proprietary Materials or Proprietary Work Product as public records nor handle, make available, publish or distribute any Proprietary Materials or Proprietary Work Product as if such Proprietary Materials or Proprietary Work Product were public records and shall protect the release of the Proprietary Materials and Proprietary Work Product to Outside Persons to the maximum extent allowed by the Open Public Records Act and relevant case law.

(f) Transit agrees that only the Transit Individuals with Access shall have access to the Proprietary Materials. The Transit Individuals with Access shall not treat any Proprietary Materials or Proprietary Work Product as public records nor handle, make available, publish or distribute any Proprietary Materials or Proprietary Work Product as if such Proprietary Materials or Proprietary Work Product were public records and shall protect the release of Proprietary Materials and Proprietary Work Product to Outside Persons to the maximum extent allowed by the Open Public Records Act and relevant case law.

(g) The City agrees that it will cause all of its employees, the City Parties with Access and all of their employees to abide by all of the terms and conditions of this Agreement and that prior to and as a condition of providing access to any Proprietary Materials the City will cause all City Parties with Access and all of the City Consultant Employees with Access to execute a copy of this Agreement indicating such individual's agreement to be bound by the terms of this Agreement.

(h) Transit agrees that it will cause the Transit Individuals with Access and all of its employees to abide by all of the terms and conditions of this Agreement and that prior to and as a condition of providing access to any Proprietary Materials the City will cause all City Parties with Access and all of the City Consultant Employees with Access to execute a copy of this Agreement indicating such individual's agreement to be bound by the terms of this Agreement.

(i) The obligations under this Agreement shall be perpetual or shall survive until such time as the Proprietary Materials and/or Proprietary Work Product are no longer considered confidential.

3. **Injunctive Relief.**

(a) In the event of a breach of this Agreement by the City, the City Parties with Access, or any of their respective principals, employees or contractors, LCOR shall be entitled to seek injunctive relief and specific performance and LCOR may also seek specific performance or other injunctive relief against any City employees, City Parties with Access and the employees, principals or contractors of any City Consultants who breach this Agreement.

(b) In the event of a breach of this Agreement by Transit, the Transit Individuals with Access, or any of their respective principals, employees or contractors, LCOR shall be entitled to seek injunctive relief and specific performance and LCOR may also seek specific performance or other injunctive relief against any Transit employees and Transit Individuals with Access who breach this Agreement.

(c) The Parties agree that the LCOR would be irreparably injured by a breach of this Agreement by the City, its employees, the City Parties with Access, the City Consultants and/or the employees of any of them, Transit, their respective Proprietary Persons and/or employees and that LCOR is entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the City or Transit. No damages or costs shall be payable by the Transit, their respective Proprietary Persons and/or employees, as a result of the breach of this Agreement.

4. **Judicially Ordered Disclosure.**

Notwithstanding anything to the contrary contained in this Agreement, Transit, the Transit Individuals with Access the City and/or the City Parties with Access (collectively and generically a "Disclosing Party") will not be in breach of this Agreement if they disclose Proprietary Materials and/or Proprietary Work Product as and to the extent required in a valid order (a "Disclosure Order") of a court of competent jurisdiction, provided that:

(a) The Disclosing Party promptly notifies LCOR, pursuant to **Paragraph 5** of this Agreement, of the institution of any judicial proceedings to compel disclosure of any Proprietary Materials and/or Proprietary Work Product in sufficient time for LCOR to intervene in said proceedings,

(b) The Disclosing Party does not oppose LCOR's intervention in such proceedings; and

(c) The Disclosing Party promptly notifies LCOR, pursuant to **Paragraph 5** of this Agreement, of the time and manner of its compliance with any Disclosure Order.

5. **Notice.**

A notice, demand or other communication under this Agreement by any Party to the others shall be sufficiently given or delivered if dispatched by United States registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth below in this **Paragraph 5**, or at such other address or addresses with respect to the Parties or their counsel as either Party may, from time to time, designate in writing and forward to the other Parties as provided in this **Paragraph 5**. Any such notice shall be deemed received when delivery thereof is either accepted or refused.

IF TO LCOR:

LCOR Hoboken Rail Station
Redevelopment, LLC
c/o LCOR
One Penn Plaza, Suite 1801
New York, NY 10119.
Attention: Mr. Brent Jenkins

With a copy to:

SILLS CUMMIS & GROSS P.C.
650 College Road East
Princeton, New Jersey 08540
Attention: Kevin J. Moore, Esq.

IF TO TRANSIT:
New Jersey Transit
Corporation
One Penn Plaza East
Newark, New Jersey 07105-
2246
Attention: _____

With a copy to:

Department of Law and Public Safety, State of New Jersey
Office of the Attorney General
Division of Law
Transportation, Construction & Condemnation Section
Hughes Justice Complex
8th Fl., P.O. Box 114
Trenton, NJ 08625
Attention: DAG Section Chief

IF TO CITY:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attention: City Clerk

With a copy to:

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

MARAZITI FALCON & HEALEY, LLP
150 John F Kennedy Parkway
Short Hills, New Jersey 07078

Attention: Joseph J. Maraziti, Jr., Esq.

6. **Amendments**

The parties recognize that at some time after the initial disclosure of the proprietary Materials to the City, that it may be appropriate to provide for the public release of some aspects of that information. Upon the request of the City, LCOR agrees to enter into negotiations of an Amendment to provide for the release of such information at a later date.

7. **Miscellaneous.**

(a) *Titles of Paragraphs, Sections and Subsections.* The titles of the several Paragraphs, Sections and Subsections of this Agreement, as set forth at the heads of said Paragraphs, Sections and Subsections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(b) *Successors Bound.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Whenever the terms LCOR, Transit and/or City are used in this Agreement, they are deemed to include the successors and assigns of LCOR, Transit and/or City, as applicable.

(c) *Governing Law*. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, other than those provisions governing choice of law.

(d) *Counterparts, Email and PDF Delivery.* This Agreement may be executed in two (2) or more counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. In addition, any counterpart signature page may be executed by any Party wheresoever such Party is located, and may be delivered by telephone facsimile transmission or emailed pdf file, and any such facsimile or email transmitted signature pages may be attached to one or more counterparts of this Agreement, and such faxed or emailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

(e) *Entire Agreement*. This Agreement constitutes the entire agreement amongst the Parties and supersedes all prior oral and written agreements amongst the Parties with respect to the subject matter hereof. This Agreement may be amended only by subsequent written agreement signed by all of the Parties.

(f) *Incorporation of Recitals and Schedules*. The Recitals at the head of this Agreement and the Schedules attached to this Agreement are incorporated into and made a part of this Agreement by reference as if set forth at length in this Agreement.

(g) *Singular, Plural and Gender*. In this Agreement, as the context requires, words used in the singular form shall include the plural and words used in the plural shall include the singular; the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, and the neuter shall include the masculine and the feminine.

(h) *No Construction Against Draftsman.* The rule of construction against the draftsman of an agreement shall not apply to this Agreement. This Agreement has been prepared by the Parties and their respective counsel. The Parties and their separate counsel believe that this Agreement is the product of all of their efforts, that it expresses their agreements, and that it should not be interpreted in favor of or against any Party merely because of their efforts in preparing it.

(i) *Waiver of Jury Trial*. The Parties hereby waive their rights to a trial by jury in any action, proceeding or counterclaim brought by any Party against the others as to any matter arising out of or in connection with this Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANKS]

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties execute these presents as of the Effective Date.

WITNESS:

Name: _____

LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC
By: LCOR Property Company II LLC, Managing Member
By: LCOR Public/Private III LLC, Managing Member

Name: Kurt M. Eichler
Title: Executive Vice President
Date: _____

WITNESS:

By: _____

Name: _____

Title: _____

NEW JERSEY TRANSIT CORPORATION

By: _____

Name: _____

Title: Chief Financial Officer

Date: _____

WITNESS:

By: _____

Name: _____

Title: _____

CITY OF HOBOKEN

By: _____

Name: Dawn Zimmer

Title: Mayor

Date: _____

SCHEDULE A
CITY PARTIES WITH ACCESS

1. Mayor Dawn Zimmer
2. Council President Peter Cunningham
3. Councilwoman Carol Marsh
4. Councilman David Mello
5. Councilman James F. Doyle
6. Councilwoman Jennifer Giattino
7. Councilman Michael Russo
8. Councilman Ravinder S. Bhalla
9. Councilwoman Theresa Castellano
10. Councilman Tim Occhipinti
11. City Clerk James J. Farina
12. City Deputy Clerk Jerry Lore
13. Community Development Director Brandy Forbes
14. Wallace, Robert, Todd, LLC
15. Maraziti, Falcon & Healey, LLP
16. Robert B. Pauls, LLC
17. Mellissa Longo, Corporation Counsel

SCHEDULE B
TRANSIT INDIVIDUALS WITH ACCESS

1. James Weinstein, Executive Director
2. _____, Chief Financial Officer
3._____, Deputy Chief Financial Officer
4. Paul Wyckoff, Chief of Government and External Affairs
5. John Leon, Senior Director
6. Jeffrey Nadell, Senior Director of Real Estate and Economic Development

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :_____

RESOLUTION SUPPORTING ADOPTION OF ORDINANCE NO. Z -208 WHICH HAS BEEN DEEMED INCONSISTENT WITH CERTAIN ELEMENTS OF THE MUNICIPAL MASTER PLAN BY THE PLANNING BOARD

WHEREAS, the City of Hoboken ("City") introduced Ordinance No. Z-208 entitled: "An Ordinance Requiring The Set-Aside of Low and Moderate Income Affordable Housing Units In Residential and Mixed Use Developments, Including Redevelopment Projects, That Seek To Receive An Increase In Density, A Density Bonus or Other Compensatory benefit And Establishing Requirements For Affirmative Marketing, Sale, Rental, And Affordability Controls For Affordable Housing" ("Affordable Housing Ordinance"); and

WHEREAS, the Affordable Housing Ordinance was referred to the Planning Board for review pursuant to the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-26a; and

WHEREAS, the Planning Board adopted a resolution finding the Affordable Housing ordinance consistent with Housing Element of the municipal master plan; and

WHEREAS, the Planning Board resolution also attached a memo prepared by its Planner dated October 1, 2012 which raised certain concerns and concluded that the proposed Affordable Housing Ordinance was inconsistent with other elements of the municipal master plan; and

WHEREAS, the Municipal Land Use Law requires that certain procedures must be satisfied where a planning board finds a proposed ordinance is not substantially consistent with any element of the municipal master plan; and

WHEREAS, these requirements include: 1) adoption of the proposed ordinance by a majority of the full authorized membership of the City Council; and 2) that the reasons for adoption of the ordinance be placed on the record and recorded in the minutes. N.J.S.A. 40:55D-26a; and

WHEREAS, the City Council may therefore vote to adopt the proposed Affordable Housing Ordinance only upon an affirmative vote of five (5) council members; and

WHEREAS, this Resolution shall serve as the City Council's reasons for adopting an ordinance which is not substantially consistent with certain elements of the municipal master plan.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby adopts the proposed Affordable Housing ordinance despite the finding of the Planning Board that its provisions are not substantially consistent with certain elements of the municipal master plan:

1. The City Council first recognizes that the Planning Board has determined the proposed Affordable Housing Ordinance is substantially consistent with the Housing Element of the municipal master plan.

2. The Board Planner's Report raises several concerns regarding the proposed Affordable Housing Ordinance. These concerns will be addressed individually below.

3. The Board Planner's report states that the proposed Affordable Housing Ordinance will apply to all applications before both the Planning Board and Zoning Board. The Ordinance was never intended to apply to all applications. Sections 2A and B, however, have been revised and now more explicitly state that applications associated with permitted uses are exempt. The only Planning Board applications which are subject to the terms of this Ordinance are applications submitted in conjunction with redevelopment plans. In those instances, the affordable housing set aside will be governed by the redevelopment plan and/or redevelopment agreement. An applicant, may however, seek a deviation from the redevelopment plan in which case the Planning Board should be guided by the language and intent of this Ordinance.

4. The Board Planner's Report finds an inconsistency with exempting permitted uses from the scope of this Ordinance and the Ordinance's application to site plans, subdivisions and conditional uses. This section has also been clarified. Site plan applications are made to both the Planning Board as well as the Zoning Board of Adjustment. The terms of the Ordinance apply to applications before the Zoning Board of Adjustment for variance relief pursuant to N.J.S.A. 40:55D-70d which seek an increase in residential density or residential units where none are permitted all. In many instances an Applicant will bifurcate a variance application and seek site plan approval at a later date. The total number of residential units is not necessarily known until such site plan application had been filed. Site plan approval therefore is not always associated with a permitted use. The reference to "subdivision" has also been eliminated.

5. Section 2B(1) has also been revised to apply only to those applications requiring variance relief pursuant to N.J.S.A. 40:55D-70d.

6. The Planner's Report raised issues concerning inconsistency with Section 2B(3) with and the applicability of Section 2A. Section 2B(3), however, only applies to redevelopment plans which were adopted prior to the adoption of this Ordinance. These redevelopment plans have vested rights, unless the redevelopment plan is amended or relief requesting an increase in residential density is sought. The City Council, therefore, does not agree that the Section has an internal inconsistency. The Planner's comment does not appear to have included the entire text of the provision.

7. The Planner has raised concerns regarding the applicability of the ordinance to non-residential conditional uses. The ordinance, however, only applies to conditional uses for residential development and only when there is a request for variance relief pursuant to N.J.S.A. 40:55D-70d(3). The Ordinance has been revised to clarify this issue.

8. The Planner has raised concerns with Section 2B(1). This section has been revised to make clear that the Section applies only to applications requiring variance relief pursuant to N.J.S.A. 40:55D-70d and not for a permitted use.

9. The Planner's hypothetical scenario a 15 dwelling unit (10,000 s.f. lot) has been addressed as the Ordinance would not apply to a permitted use before the Planning Board.

10. The Planner has raised concerns regarding the absence of an "in lieu of" contribution option in the ordinance. The City Council recognizes that the Superior Court of New Jersey, Law Division previously invalidated the current Affordable Housing Ordinance (Section 196-68 through -81) because the in lieu of contribution provisions did not have approval from the Council on Affordable Housing ("COAH"). The City is not currently within COAH's jurisdiction. COAH has further confirmed through correspondence dated August 20, 2012, that it will not review any ordinances from

municipalities not within its jurisdiction. The City has retained an affordable housing planner and anticipates adopting a Fair Share Plan which will be submitted to COAH for review and approval leading to substantive certification. Until such time that the City is within COAH's jurisdiction, an "in lieu of" contribution cannot be included in this Ordinance. The City, however, reserves the right to amend or adopt a new Ordinance as part of an eventual submission to COAH.

11. The Planner has raised concerns regarding density bonuses. The City Council finds that there will be no occasion for the Planning Board to consider density bonuses as a result of the Ordinance's exclusions. Density bonuses must be determined on a case by case basis depending on the unique facts of each variance application before the Zoning Board of Adjustment.

12. The "Compliance Plan" Section has been revised to address the Planner's concerns regarding M.L.U.L. compliance. This section was a carryover from the previous ordinance.

13. The Planner has raised concerns regarding applications within the R-1 through R-3 Zones. Applications for permitted uses, however, are exempt. Applications in those zones within the jurisdiction of the Planning Board are therefore not impacted. The Ordinance therefore will not serve to divest the Planning Board of jurisdiction.

14. Applications concerning the I-1(W) Zone for PUD approvals which do not require variance relief pursuant to N.J.S.A. 40:55D-70d are not subject to the terms of this Ordinance.

15. The Planner has raised concerns that the ordinance will encourage use variance applications. The Ordinance was never intended to plan by variance rather than by ordinance. The Ordinance has been revised to more explicitly reflect this policy. The Planner has also identified certain use variance applications and raised concerns that this Ordinance will support relief. The City Council first recognizes that the Zoning Board of Adjustment has historically approved many use variance applications granting increased residential density which have not included any affordable housing at all. This Ordinance is meant to curtail this history. The City Council is also aware that some of the specific applications referenced in the Planner's report already contain a 10% affordable housing set aside and are currently making an argument that the inclusion of such units renders the entire development inherently beneficial. These arguments, therefore, exist whether this ordinance is adopted or not. In fact this Ordinance makes a clear statement that a 10% set aside does not render an application inherently beneficial and may therefore assist the Zoning Board of adjustment in its deliberations. The City Council is aware, however, that the ultimate determination as to whether a use is inherently beneficial rests with the Courts.

16. The City Council reaffirms its previously enumerated policy statement and action plan so as to preserve and protect all opportunities to capture low and moderate income housing until such time as the Planning Board has an opportunity to adopt a new or revised Fair Share Plan and a petition for substantive certification can be submitted to COAH for review and approval. The City fully expects the proposed Affordable Housing Ordinance will be revised and/or amended as a part of that process. The City Council further looks forward to its continued collaborative efforts with the Planning Board during this process.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to the Planning Board, zoning Board of Adjustment and the City Clerk for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo
Corporation Counsel

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

CITY OF HOBOKEN
AFFORDABLE HOUSING SET-ASIDE ORDINANCE

Sponsored by _____

Seconded by_____

AN ORDINANCE REQUIRING THE SET ASIDE OF LOW AND MODERATE INCOME AFFORDABLE HOUSING UNITS IN RESIDENTIAL AND MIXED USE DEVELOPMENTS, INCLUDING REDEVELOPMENT PROJECTS, THAT SEEK OR RECEIVE AN INCREASE IN DENSITY, A DENSITY BONUS OR OTHER COMPENSATORY BENEFIT AND ESTABLISHING REQUIREMENTS FOR AFFIRMATIVE MARKETING, SALE, RENTAL, AND AFFORDABILTY CONTROLS FOR AFFORDABLE HOUSING.

WHEREAS, the City of Hoboken is a municipal corporation of the State of New Jersey; and

WHEREAS, municipalities are empowered to make, amend, repeal and enforce Ordinances pursuant to N.J.S.A. 40:48-1 et. seq.; and

WHEREAS, the City of Hoboken recognizes the Constitutional requirement of every New Jersey municipality to provide an opportunity for the construction and rehabilitation of low and moderate income housing; and

WHEREAS, the City is committed to remaining affordable by maintaining a diversity and choice in the mix of housing types available within the municipality; and

WHEREAS, the New Jersey Supreme Court, the New Jersey Legislature as well as the Council on Affordable Housing ("COAH") have all recognized that inclusionary ordinances requiring a mandatory set-aside of affordable housing, either on or off-site, along with appropriate incentives represents an effective and fair means of encouraging and ensuring the production of affordable housing by the private sector. See So. Burlington Cty. N.A.A.C.P. v, Mt. Laurel Tp., 92 N.J. 158 ("Mt. Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, increases in permitted residential density or floor area ratio ("FAR"), accompanied by a mandatory set-aside of affordable housing, constitute incentives to private developers and compensatory benefits as required by the Fair Housing Act, N.J.S.A. 52:27D-311.h.; and

WHEREAS, use variances granted by the Zoning Board of Adjustment permitting residential uses in zoning districts and redevelopment areas restricted against such uses constitute

a compensatory benefit when a mandatory set-aside of affordable housing is required as a condition of such residential use variance approvals; and

WHEREAS, new and amended redevelopment plans prepared and adopted under the Local Housing and Redevelopment Law, N.J.S.A. 40A.12A-1 et seq., that increase residential density or FAR or permit residential uses in zoning districts restricted against such uses and require a mandatory set-aside of affordable housing also constitute a compensatory benefit for inclusionary development; and

WHEREAS, the City also recognizes that the inclusion of a mandatory set-aside of low and moderate income units does not absolve a developer of responsibility to make required proofs in conjunction with applications before the Zoning Board of Adjustment or Planning Board; and

WHEREAS, the City wishes to make absolutely clear that its planning objectives continue to be firmly rooted in planning through ordinance rather than variance. This ordinance, therefore, should not be viewed as an invitation to seek variance relief before the Zoning Board of Adjustment. It simply is a recognition that use variance relief permitting the development of high density residential projects have been granted in the past without any affordable housing set aside at all and;

WHEREAS, the City further explicitly declares that this ordinance does not establish a 10% set aside of affordable housing to constitute an inherently beneficial use pursuant to the Municipal Land Use Law. And

WHEREAS, the City further recognizes that it is not currently under the jurisdiction of the Council on Affordable Housing ("COAH"). The City further acknowledges that the Superior Court, Law Division of New Jersey has held that "in lieu of" financial contributions may not be accepted by the City in the absence of a COAH approved ordinance. This ordinance, therefore, does not have an option to accept financial contributions in lieu of actual development. The City, however, reserves its right to amend this ordinance, or adopt an entirely new ordinance, in the future when a petition for substantive certification is submitted to COAH for review and approval.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hoboken, New Jersey, as follows:

Section 1. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing” means housing restricted to income-eligible low and moderate income households.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share housing obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Board of jurisdiction” means the Planning Board of the City of Hoboken, the Board of Adjustment of the City of Hoboken, or the City Council of the City of Hoboken, as applicable.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), or successor agency.

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

“Housing region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA) as last defined by the United States Census Bureau.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Infill” means development on vacant or underutilized property between existing buildings.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to,

weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Redevelopment plan" means a plan adopted by the City Council of the City of Hoboken for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH's adopted Regional Income Limits published annually by COAH.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under the UHORP or MONI programs of the Agency.

"Substantial rehabilitation" means any rehabilitation of a vacant structure or any rehabilitation that involves the replacement of two or more major systems.

"Total development cost" mean the expenses that a developer can reasonably expect to incur in order to develop an affordable housing development, include "hard costs" such as land acquisition, site improvements, and new construction or rehabilitation, and "soft costs" consisting of all other costs and fees, such as professional services and financing fees.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

"Waterfront District" means any district or sub district so designated by the Zoning Ordinance of the City of Hoboken.

Section 2- <u>General standards</u>.

A. Applicability – Types of Development: All development of property in the City of Hoboken subject to approval by either the Planning Board or Zoning Board of Adjustment for site plan~~, subdivision or~~ <u>or</u> conditional use approval <u>for residential development subject to the exemptions listed below in sub-section (B) (the City recognizes that many applicants elect to bifurcate applications before the Zoning Board of Adjustment and first seek only variance relief and return at a later date for site plan approval. Precise residential unit counts are not necessarily known until a site plan application is filed. It is therefore necessary to apply this ordinance to site plan approvals subject to the exclusions in sub-section B)</u>; for variance relief pursuant to any section of <u>N.J.S.A.</u> 40:55D-70d involving an increase in residential density; or for an approval in conjunction with a redevelopment plan adopted pursuant to the <u>Local Redevelopment and Housing Law</u> that includes residential uses. All such development shall include housing affordable to low and moderate income individuals and families in accordance with the standards of this Article with the exception of the exemptions enumerated in sub-section (B).

B. The following shall be exempt from the provisions of this Article:

(1) The first 10 units of substantial rehabilitation projects <u>where variance relief pursuant to N.J.S.A. 40:55D-70d is required.</u>

(2) Applications exclusively for development of ten (10) residential units or less, whether before the Planning Board or Zoning Board of Adjustment.

(3) Any project which is to be undertaken by a nonprofit corporation for the purpose of developing, through new construction or substantial rehabilitation, residential property in which all of the units in the project are for low and/or moderate-income families, but only upon application to and a written finding by the Board that the project is providing an affordable housing benefit in the spirit of and comparable to the benefit provided through this Article. Such development would be 100% affordable and not an inclusionary development therefore not necessitating a set-aside.

(4) Development under an adopted redevelopment plan in effect as of the effective date of this ordinance, unless amended subsequently to increase the density or floor area ratio.

(5) Any application before the Planning Board for a permitted use. This sub-section does not serve as a blanket exemption for any site plan. Site plan applications submitted in conjunction with an application for a permitted use before the Planning Board shall be exempt. Applications for site plan approval submitted in conjunction with either a variance or bifurcated variance application pursuant to N.J.S.A. 40:55D-70d, which either increases permitted residential density or permits residential development where none is permitted are not subject to this exemption. Applications submitted pursuant to a redevelopment plan which include a residential component which requires a site plan approval and are not subject to the exemption listed in sub-section B(3) above shall not qualify for an exemption.

C. Each development subject to this Article shall contain the following percentage of units to be provided for affordable housing:

(1) 10% where all affordable units provided pursuant to this Article are located on site, whether rental, "for sale", fee simple, condominium or cooperative.

(2) One (1) off-site unit must be provided in lieu of each on-site unit required by sub-section C(1) hereof where some or all affordable units provided pursuant to this Article are located off site as permitted by this Act with the exception of development located in the Waterfront District. 1.5 off-site units must be provided in lieu of each on-site unit required by Subsection C(1) hereof for development in the Waterfront District.

(3) In all calculations of a developer's affordable housing set-aside responsibility under this Article, any unit reserved for the superintendent of the residential development shall not be credited towards satisfaction of the affordable housing obligation.

(4) Rounding: When any calculation of the percentage of affordable units required to be provided results in a fractional unit of one-half or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a faction of less than one-half, the fraction shall be rounded down to the previous whole unit.

(5) Any residential or mixed use development receiving Urban Transit Hub Tax Credit financing pursuant to N.J.S.A. 34:1B-207 et seq. shall set-side 20% percent of the total units in the development as affordable units.

D. Plan of compliance.

(1) Each development subject to this Article shall prepare and submit to the Board of jurisdiction a plan of compliance with the terms and conditions hereof, which plan shall include:

(a) A description of the development, which may be given by reference to other documents submitted to the Board
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(b) A statement of the number of proposed residential units in the development.

(c) A statement setting forth the number of affordable units required to be provided, specifying the number of low-income and moderate-income units, and the number of efficiency, one-bedroom, two-bedroom, and three-bedroom (or larger) units to be provided in each category.

(d) A statement setting forth the anticipated purchase or rental prices of the affordable housing units to be provided.

(e) A sworn affidavit by the developer that the project is not part of any larger development and has not been artificially subdivided, separated or developed apart from that larger development through the manipulation of the design or implementation schedule in order to evade the provisions of this article.

(f) A fiscal statement demonstrating the number of proposed market rate residential units are necessary to subsidize the proposed number of low and moderate income units. The statement shall demonstrate a rational nexus between any proposed density bonus or compensatory benefit and the number of affordable housing units provided on or off site.

(2) No preliminary or minor site plan, subdivision or bifurcated use variance approval shall be granted until and unless the plan of compliance has been approved by the Board of jurisdiction.

(3) It is the intent of this article to prevent evasion of its requirements by the artificial subdivision, separation, construction or rehabilitation of a project into smaller developments through the manipulation of the design or implementation schedule. The Board, therefore, shall review each project to determine whether the project has been artificially subdivided, separated, constructed or rehabilitated through the manipulation of the design or implementation schedule in order to evade the provisions of this article. If the Board so finds, it shall disapprove the plan.

~~(4) The Board of jurisdiction shall withhold approval of any plan of compliance for any unit building, project or development which is developed contiguous to any other unit, building, project or development which received site plan approval at any time 18 months prior to the submission of the plan of compliance, unless the Board finds that the developer has not sought to evade the terms of this ordinance and that the project has not artificially subdivided, separated, constructed or rehabilitated through the manipulation of the design or implementation schedule.~~

Section 3- Provision of Units Off Site.

A. Any developer engaged in a project subject to the provisions of this article may apply to the Board of jurisdiction to provide the affordable housing required by the application of this article in a structure or structures located apart from the development triggering the provisions of this article, but within the City of Hoboken. Such approval is within the sole discretion of the Board of jurisdiction and may be granted where:

(1) The affordable housing units to be provided off site are of comparable or superior size and quality to those that would have otherwise been provided.

(2) The environmental conditions of the neighborhood in which the affordable units are to be located are suitable for residential development.

(3) Approval would not tend to increase the concentration of low- or moderate-income households within any part of the City of Hoboken.

B. The Board of jurisdiction should give substantial weight to the policy of favoring integrated development over separate developments for low and moderate-income households and higher-income households.

Section 4- Phasing.

Provision of on-site or off-site affordable housing units shall take place simultaneously, with the balance of the development triggering the affordable housing requirement, and shall be governed by the following phasing schedule:

Maximum Percentage of Market Units Issued Certificates of Occupancy	Minimum Percentage of Low and Moderate Income Units Issued Certificates of Occupancy
25% + 1 unit	10%
50%	50%
75%	75%
90%	100%

Certificates of occupancy for the last 10% of the market units shall not be issued until certificates of occupancy have been issued for all of the required affordable units.

A. In inclusionary developments, low- and moderate-income units shall be integrated with and interspersed among the market-rate units, but may be concentrated for financing or property management reasons at the discretion of the Board of jurisdiction, e.g., for rental affordable units satisfying the set-aside required for a development of market-rate condominium units.

B. A schedule setting forth the phasing of the actual number of total units and affordable units, by income category and unit size, for each development shall be incorporated into the resolution of approval for any development-subject to the provisions of this Article.

C. Low and moderate income units shall utilize the same type of heating source as market rate units within the affordable development.

Section 5- Specific Standards.

Affordable housing units provided under this article shall comply with the standards of this section.

A. Occupancy Standards.

1. Occupancy standards for determining rents and sales prices: In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

   i. A studio shall be affordable to a one-person household;

   ii. A one-bedroom unit shall be affordable to a one and one-half person household;

   iii. A two-bedroom unit shall be affordable to a three-person household;

iv. A three-bedroom unit shall be affordable to a four and one-half person household; and

v. A four-bedroom unit shall be affordable to a six-person household.

2. Occupancy standards for determining rents in assisted living facilities: In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

i. A studio shall be affordable to a one-person household;

ii. A one-bedroom unit shall be affordable to a one and one-half person household; and

iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

B. Bedroom Distribution of Affordable Housing Units:

1. The bedroom distributions of affordable units in non age-restricted developments shall be structured, in conjunction with realistic market demands, such that:

i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;

iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

2. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

C. Marketing of Affordable Housing Units. Marketing of affordable housing units provided under this article shall be undertaken subject to the following provisions:

(1) Marketing shall take place in accordance with the provisions of a marketing plan, as provided herein.

(a) The City of Hoboken shall adopt by resolution an Affirmative Marketing Plan, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented. Such Affirmative Marketing Plan shall be included as part of an eventual petition to COAH for substantive certification.

(b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 1 (Northeast: Bergen, Passaic, Hudson, and Sussex Counties, as may be amended) and covers the period of deed restriction.

(c) The Administrative Agent designated by the City of Hoboken shall assure the affirmative marketing of all affordable units developed pursuant to this Article, consistent with the Affirmative Marketing Plan for the municipality.

(d) In implementing the affirmative Marketing Plan, the Administrative Agent shall provide a list of housing counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(e) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy of the units.

(f) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Hoboken.

Section 6. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

(a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Article until the City of Hoboken elects to release the unit from such requirements. Prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for a minimum of 40 years.

(b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

(d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the

purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Article, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

(e) The affordability controls set forth in this Article shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(f) All conveyances of restricted ownership units pursuant to this Article shall be made by deeds and restrictive covenants substantially in the form prescribed in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(g) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 7. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 8. Buyer Income Eligibility

(a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be

reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

Section 9. Limitations on indebtedness secured by ownership unit; subordination

(a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 10. Control Periods for Restricted Rental Units

(a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the City of Hoboken elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for minimum of 40 years.

(b) Deeds of all real property that include restricted rental units shall contain deed restriction language substantially in the form set forth in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure.

Section 11. Price Restrictions for Rental Units; Leases

(a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

(b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 12. Tenant Income Eligibility

(a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 13. Administration: Municipal Housing Liaison and Administrative Agent

(a) The position of Municipal Housing Liaison (MHL) for the City of Hoboken is established by this Article and shall be appointed through a Resolution adopted by the City Council. In the event of a petition for substantive certification, the City of Hoboken shall confirm the appointment of the MHL to COAH by means of a letter from the Mayor to COAH.

1. The MHL must be either a full-time or part-time employee of the City of Hoboken.
2. In the event of a petition for substantive certification, the person appointed as the MHL must be reported to COAH for approval.
3. The MHL must comply with all COAH requirements.
4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Hoboken, including the following responsibilities which may not be contracted out to the Administrative Agent:
   i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
   ii. The implementation of the Affirmative Marketing Plan and affordability controls.
   iii. When applicable, supervising any contracting Administrative Agent.
   iv. Monitoring the status of all restricted units in the City of Hoboken's Fair Share Plan;
   v. Compiling, verifying and submitting annual reports as required by COAH;
   vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
   vii. Attending continuing education opportunities on affordability controls and compliance monitoring.

(b) The City of Hoboken shall designate by resolution of the City Council one or more Administrative Agents to administer newly constructed or substantially rehabilitated affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC (N.J.A.C. 5:80-26). All Administrative agents must be approved by COAH in the event of a petition for substantive certification.

(c) An Operating Manual shall be prepared and provided by the Administrative Agent(s) to be adopted by resolution of the City Council. The Operating Manual(s) shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s). The Operating Manual shall be subject to review and approval by COAH in the event of a petition for substantive certification.

(d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing;
2. Affirmative Marketing;
2. Household Certification;
3. Affordability Controls;
4. Records retention;
5. Resale and re-rental;
6. Processing requests from unit owners; and
7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

Section 14. Enforcement of Affordable Housing Regulations

(a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or

Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

i. A fine of not more than $2,500 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Hoboken Affordable Housing Trust Fund of the gross amount of rent illegally collected;

iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(e) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable

housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(f) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(g) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(h) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 15. Inclusionary Standards and Requirements for Future Redevelopment Plans

All redevelopment plans providing for residential development, prepared and adopted or amended pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. after the effective date of this Article, shall include inclusionary affordable housing development standards and requirements identical to the standards and requirements of this Article.

Section 16. Effective Date

This ordinance shall take effect upon passage and publication as provided by law, but shall not be applicable to applications for residential development pending before the board of jurisdiction on the effective date of this ordinance.

Section 17 Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 18 Grandfather Provision

The Affordable Housing Ordinance added to the City Code 5-18-88 by Ord. No. P-6, §196-68 through -81, is hereby repealed prospectively, It shall remain in full force and effect for all applications for residential development pending before the Board of Jurisdiction on the effective date of this ordinance seeking a use variance to allow residential development in a zoning district or redevelopment plan where such uses are not currently permitted or seeking an increase in residential density or floor area ratio (FAR). This ordinance shall further remain applicable to all applications having received approval under its terms.

Section 19 Repealer

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

_____
Dawn Zimmer, Mayor
City of Hoboken

Attest:

_____
James J. Farina, Clerk
City of Hoboken

561741_1

NOTICE OF INTRODUCTION

Notice is hereby given that the foregoing Ordinance was submitted in writing at a meeting of the Mayor and Council of the City of Hoboken, in the County of Hudson, New Jersey held on the ___ day of _____, 2012. Introduced and read by title and passed on the first reading and that the said Mayor and City Council will further consider the same for the second reading and final passage thereof at a meeting to be held on the ___ day of _____, 2012 at ___ p.m. in the evening prevailing time at the City of Hoboken Municipal Building, Hoboken, New Jersey, at which time and place a public hearing will be held thereon by the Mayor and City Council and all persons and citizens in interest shall have an opportunity to be heard concerning same.

A copy of the Ordinance is available to any member of the general public at no cost, at the Municipal Building of the City of Hoboken, Office of the Clerk between the hours of 8:30 a.m. and 4:30 p.m.

_____
James J. Farina, Clerk
City of Hoboken

561741_1

OFFICE OF THE MAYOR
DAWN ZIMMER MAYOR
CITY HALL
HOBOKEN, NEW JERSEY

October 17, 2012

Dear City Council Members:

I am writing to update you on several very important matters.

Sinatra Drive/Union Dry Dock – Great news!
I am very pleased to share with you that just today I received a letter from NJ Transit Executive Director James Weinstein indicating that "NJ Transit is no longer exploring the acquisition of the Union Dry Dock property nor does the agency anticipate doing so in the future." As you recall from a prior memo I sent to the Council in June, I have been working since May of this year to urge NJ Transit not to pursue this project, which would have been used for ferry repair and bus refueling by NY Waterway, and I believe would have scarred our waterfront. Councilwoman Giattino, the Fund for a Better Waterfront, and concerned residents from nearby neighborhoods have all helped reach this result. Attached is my correspondence with NJ Transit and the Governor's office regarding this matter.

Hoboken's waterfront is the treasure of our City and a tremendous recreational asset that improves the quality of life for Hoboken residents. In order to protect our waterfront, I do believe it is important to move forward soon with a plan to create a complete street design for Sinatra Drive, and take action to prevent excessive commercial traffic from using Sinatra Drive as a highway between the Holland and Lincoln tunnels. I hope to work with the Council in the near future to pass legislation and funding to accomplish this important quality of life project for our community.

Revaluation
Hoboken has not conducted a property revaluation in more than 20 years, which has resulted in an unfairly distributed tax burden on our residents. We have been working for the last two years to complete the tax maps and hope to soon have them approved by the State, and we are now therefore ready to move forward with conducting the revaluation. The only way to responsibly fund the revaluation is to use the mechanism provided by the State so that we can spread the cost over five years. We also need to improve the City's bond rating and therefore need to maintain a reasonable surplus level.

Towing
We would like the Council to award towing licenses to four towing suppliers to provide towing services to the City on a rotating basis. As you know, there is currently only one tow operator in Hoboken, but the Council passed an ordinance in September 2011, which has now been upheld as valid by the Superior Court of New Jersey. As a result, we must begin the process of moving towards enforcing our new Ordinance; the first step of which is to award towing licenses. As you have been

notified by our legal counsel, we are facing nearly certain litigation from the towing suppliers if we do not move forward with considering their license applications. During the next two weeks, we will be finalizing the procedures and internal and external communications plan so that our employees and residents are aware of the new process for tows. In addition, we are working on a plan to ensure a reduced taxi rate for those residents that must travel out of town to pick up their cars.

Funding Affordable Housing Projects

The Council previously approved allocating $50,000 from the Tarragon settlement funds towards the Hoboken Shelter. I thank the Council for its support of the Shelter's important mission. I am also requesting that the Council approve using some funds for the soft costs for completing an affordable housing plan, including legal costs. In addition, under COAH, we are permitted to give $10,000 per unit for the rehabilitation of units for affordable housing. Our COAH obligation under the Round 2 regulations is 419 units and I propose using some of these funds to create and implement part of a rehabilitation plan. Finally, the YMCA is requesting funds to assist with completing their project for 91 low-income units. For each of these projects, we will be coming back to the Council with additional details for your approval.

Sincerely,

Mayor Zimmer

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

May 15, 2012

Jim Weinstein
Executive Director, NJ Transit
1 Penn Plaza East
Newark NJ 07105

Arthur Imperatore
CEO, NY Waterway
4800 Avenue at Port Imperial
Weehawken, NJ 07086

Dear Mr. Weinstein and Mr. Imperatore,

I have recently heard from several residents who expressed concern that NJ Transit and NY Waterway are in negotiations to purchase the Union Dry Dock in Hoboken to use for ferry repairs. As you may know, this property is something our community has hoped would one day become open space and part of the continuous Hudson River Waterfront Walkway.

I am writing to ask you for the status of this process. If the site is in fact being considered for acquisition, I believe the public deserves an opportunity to understand all the facts and be part of a discussion about why the State is interested in the property and how it could impact ferry service and our community.

Thank you for your consideration.

Sincerely,

Mayor Zimmer

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

June 1, 2012

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

Dear Mayor Zimmer,

Thank you for your letter expressing your interest in the future of the Union Dry Dock (UDD) property in Hoboken.

The UDD property is the last remaining working marine property along a major stretch of the Hudson waterfront, and is zoned for its current use of marine vessel maintenance and repair.

NJ TRANSIT's enabling statutes recognize the important role of ferries in providing the people of New Jersey and the region with safe, efficient and convenient transit options to access employment, recreation and other opportunities.

The statutes give NJ TRANSIT responsibility to construct, operate and maintain capital projects and facilities for ferries, including improvements that support robust ferry service in the trans-Hudson corridor. Over the past 15 years, New Jersey has invested nearly $200 million in ferry projects, including the Weehawken Ferry Terminal and most recently the $115 million renovation of the ferry slip at Hoboken Terminal.

These improvements are more vital than ever in meeting future local and regional travel demand and assuring the optimal use of Hoboken Terminal as a premier multi-modal facility. Indeed, ferries are the only trans-Hudson transportation mode that has significant unused capacity remaining. Optimizing the availability and use of this capacity will be a crucial part of a coordinated transportation strategy to meet the future travel needs of our citizens.

In order to help assure the long-term viability of Trans-Hudson ferry service, NJ TRANSIT has been discussing potential acquisition of the UDD property for use as a ferry maintenance and fueling facility. However, we have had no discussion of which I am aware with the owner of the property.

Nonetheless, should this project go forward, NJ TRANSIT recognizes and respects the longstanding community interest in the role the Union Dry Dock property can play in the Hudson River Waterfront Walkway, as well as in Hoboken's open space plans for the City, and would work with you and the City to determine how best to integrate the walkway into plans for the property.

We will keep you fully apprised as we proceed in this important endeavor. Thank you for your interest in this project on behalf of your citizens.

Sincerely,

James Weinstein
Executive Director

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

September 7, 2012

Dear Governor Christie, Commissioner Simpson, and Executive Director Weinstein:

We are writing with urgency regarding NJ Transit's intentions to purchase the Union Dry Dock property on the Hoboken waterfront for use as bus storage and ferry repair and refueling. In the strongest terms possible, we want to express our unequivocal opposition to this idea and offer our assistance to work with you to consider and find a better alternative.

Hoboken's waterfront is the jewel of our City, a gateway to the region, and an incredible asset to the State of New Jersey. The revitalization of our waterfront as a world-class destination has played an enormous role in the rebirth of Hoboken. It's why businesses want to locate here, why families want to live here, and why people from around the country and world come to visit.

We are experiencing a surge in economic development potential and interest in Hoboken. A major concert was recently hosted on our waterfront, bringing 15,000 visitors to our community. Organizers for major events are recognizing Hoboken's potential for hosting thousands of visitors. And we are making real progress in attracting businesses to our City, including the recent relocation of Pearson in which your Administration played such an important role. In addition, we are working to establish Hoboken as a regional technology hub to attract the businesses of tomorrow.

These things are possible because we are blessed with an environment where businesses and visitors want to be. But the plan being considered would permanently scar one of the most tremendous assets and economic drivers in Hoboken and the State of New Jersey.

We have talked to many members of our community and there is near unanimous opposition to this idea. We strongly believe that the severe impacts on the economic development potential for Hoboken and the State of New Jersey far outweigh any potential benefits associated with the plan. We call on you to reconsider and are committed to working with you to find a better solution that works for everyone.

Sincerely,

Mayor Dawn Zimmer

Councilwoman Jen Giattino

OFFICE OF THE MAYOR
DAWN ZIMMER MAYOR
CITY HALL
HOBOKEN, NEW JERSEY

October 12, 2012

Jim Weinstein, Executive Director, NJ Transit
Deborah Gramiccioni, Deputy Chief of Staff for Policy and Cabinet Liaison, Governor's Office
Wayne Hasenbalg, President & CEO, New Jersey Sports and Exposition Authority

Dear Mr. Weinstein, Ms. Gramiccioni, and Mr. Hasenbalg:

I am writing for the third time to make my position on the State's potential purchase of Union Dry Dock for a ferry maintenance and NY Waterway refueling station absolutely clear.

I am adamantly opposed to the use of Union Dry Dock for this purpose because it will scar Hoboken's waterfront, create unacceptable levels of bus traffic, and damage forever the future economic development of both Hoboken and the State of New Jersey.

As I advised each of you in separate conversations yesterday, I believe it is my responsibility as the Mayor of Hoboken to make my strong opposition to this proposal clear to everyone.

After writing to NJ Transit and the State in May and again over a month ago, I have been unable to receive clarification with regard to the status of NJ Transit and the State's intent to purchase Union Dry Dock and use it as a ferry maintenance facility and refueling station (Copies of these letters are enclosed).

Please be advised that I will be bringing this matter and my opposition to this project to the attention of the public and the media by next Wednesday, October 17.

If the State's purchase of Union Dry Dock is in fact no longer under consideration, please advise me in writing prior to next Wednesday.

Best regards,

Mayor Zimmer

Cc: Governor Christie
Commissioner Simpson

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

October 17, 2012

Honorable Dawn Zimmer
Mayor of Hoboken
City Hall
94 Washington Street
Hoboken, New Jersey 07030

Dear Mayor,

As we discussed, this is to confirm that NJ TRANSIT is no longer exploring the acquisition of the Union Dry Dock property nor does the agency anticipate doing so in the future. Please do not hesitate to call me if you have further questions. I look forward to continuing to work with you as we continue to advance efficient, environmentally-sound transit options for your residents and all the citizens of New Jersey.

Sincerely,

James Weinstein
Executive Director

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

OCTOBER 17, 2012

TAXI, LIVERY, AND LIMOUSINE DRIVERS 5 ITEMS AT $75.OO EA.
(SEE ATTACHED)

RAFFLES	**1 ITEM**
MEN'S CLUB HOLY NAME SOCIETY	RA1407
OUR LADY OF GRACE	50/50 RAFFLES
400 WILLOW AVE.	FOR DATES IN YEAR 2013
HOBOKEN, NJ	JAN. 28; FEB. 25; MAR. 25;
	APR. 29; MAY 28; JUN. 24
	JUL. 29; AUG. 26; SEP. 30;
	OCT. 28; NOV. 25; DEC.30.

MISCELLANEOUS LICENSES FOR COUNCIL MEETING OCTOBER 17, 2012

DRIVERS (5 ITEMS @ $75.00)

NAME	*TAXI/LIMO*	*LICENSE#*
MALAK SAMAAN	TAXI	0814
ANDREW ANDRADE	LIMO	4262
YALIN HERNANDEZ	LIMO	5003
AMGAD BESHAY	TAXI	9160
MARIO RIVERA	LIMO	2238

5 DRIVERS

APPROVED LICENSES

Department of Transportation and Parking
Office of Taxi/Limo/Shuttle Licensing

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

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

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month of SEPTEMBER 2012.

Receipts on Taxes			
2013 Taxes 1-2 Quarters…	32,757.08		
Minus N.G. Check	9,552.25		
Total 2013 Taxes Collected			23,204.83
Receipts on Taxes			
2012 Taxes 3-4 Quarters…	1,166,898.05		
Minus N.G. Check	4,905.83		
2012 Taxes 1-2 Quarters…	86,469.92		
Total 2012 Taxes Collected			1,248,462.14
Miscellaneous Tax Receipts			
Interest on Taxes…	17,209.56		
N.G. Check	41.91		
Bounced Check Fee…	20.00		
Tax Serarch Fee…..	10.00		
Duplicate Tax Bill Fee…	25.00		
Total Miscellaneous Tax Receipts			17,222.65
Pilot Accts			
Pilot Principal…..	41,860.45		
Total Collected on Pilot Accts…..			41,860.45
Total Taxes & Miscellaneous Tax Receipts….			**1,330,750.07**

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

Abatements			
Abatement Principal…….	63,856.62		
Abatement Interest……	282.29		
Abatement Totals…..		*******	**64,138.91**

Bounced Checks	Amount
214.01/34/c00c	41.91
268.01/1/C003F	14,458.08
Total	14,499.99

Respectfully yours,

Sharon Curran, Tax Collector

Cash Receipts Totals from 09/01/12 to 09/30/12

Range: Block: First to Last
Lot:
Qual:
Range of Years: First to 2013
Range of Codes: First to Last
Range of Periods: 1 to 12
Range of Batch Ids: First to Last
Range of Dates: 09/01/12 to 09/30/12
Range of Spec Tax Codes: First to Last
Print Ref Num: N
Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N

Code	Description	Count	Arrears/Other	Principal 2011	Principal 2012	Principal 2013	Interest	Total
001	TAX-Billing	993	0.00	0.00	1,239,971.89	32,757.08	16,911.83	1,289,640.80
082	IN LIEU OF TAXES	1	0.00	0.00	41,860.45	0.00	0.00	41,860.45
SUB	SUBSEQUENT TAX	6	0.00	0.00	13,396.08	0.00	297.73	13,693.81
	Tax Payments	1000	0.00	0.00	1,295,228.42	32,757.08	17,209.56	1,345,195.06
OOL	OUTSIDE REDEEM	65	113,455.43	0.00	0.00	0.00	25,934.17	139,389.60
FEE		7	1,625.00	0.00	0.00	0.00	0.00	1,625.00
	Lien Payments	72	115,080.43	0.00	0.00	0.00	25,934.17	141,014.60
005	BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
010	TAX SEARCHES	1	10.00	0.00	0.00	0.00	0.00	10.00
012	DUPLICATE BILLS	4	25.00	0.00	0.00	0.00	0.00	25.00
	Misc Payments	6	55.00	0.00	0.00	0.00	0.00	55.00
NSF	BOUNCED CHECK	4	0.00	0.00	4,905.83-	9,552.25-	41.91-	14,499.99-
	Tax NSF	4	0.00	0.00	4,905.83-	9,552.25-	41.91-	14,499.99-
	Payments Total:	1078	115,135.43	0.00	1,295,228.42	32,757.08	43,143.73	1,486,264.66
	NSF Reversals Total:	4	0.00	0.00	4,905.83-	9,552.25-	41.91-	14,499.99-
	Total:	1082	115,135.43	0.00	1,290,322.59	23,204.83	43,101.82	1,471,764.67

Total Cash: 20,156.55

Total Check: 1,451,608.12

Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF SEPTEMBER 2012

DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
9/17/2012	216.01	21.01		12-00012	534 HUDSON ST	1,253.39	1,600.00
9/20/2012	58	25	C0006	097072	400 MADISON ST	29,938.59	1,600.00
9/20/2012	36	24	C0006	11-00025	218-220 JACKSON ST	21,312.34	8,000.00
9/20/2012	86	1	COP43	12-00034	800-830 JACKSON ST	169.71	
9/25/2012	184	6		11-00075	907 PARK AVE	31,607.67	16,000.00
9/25/2012	251	15	C0001	070288	159 FOURTEENTH ST	28,785.48	500.00
9/25/2012	251	15	C0001	080162	159 FOURTEENTH ST	2,747.92	
9/25/2012	251	15	C0001	097246	159 FOURTEENTH ST	17,953.43	500.00
9/28/2012	169	18	C001R	12-00064	744 PARK AVE	7,246.07	9,800.00
						141,014.60	38,000.00

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF SEPTEMBER 2012											
			1,345,250.06		1,330,750.07						
	Total	Interest	2012 3&4 Qtr. Taxes	2012 1&2 Qtr. Taxes	2013 1&2 Qtr.Taxes	Bounce d Check Fee	Tax Search Fee	Duplic ate Tax Bill	Pilot	Abatement Principal	Abatement Interest
9/4/2012	47,331.17	775.90	41,487.13	5,066.20	1.94						
9/5/2012	75,602.10	1,098.62	72,631.97	1,871.51							
9/6/2012	122,179.15	1,693.13	113,717.19	2,337.07	4,431.76						
9/7/2012	88,364.32	1,031.22	86,985.26	347.76	0.08						
9/10/2012	179,983.58	3,962.36	152,207.84	16,321.18	7,482.20		10.00			5,183.00	
9/11/2012	35,703.79	367.69	35,324.34	6.76				5.00			
9/12/2012	86,501.89	392.39	44,005.56	232.53	10.96				41,860.45	465.21	7.85
9/13/2012	40,518.12	288.83	40,226.73	2.55	0.01					2,935.90	
9/14/2012	66,176.75	581.24	65,592.43	3.00	0.08					4,283.12	
9/17/2012	177,317.19	1,289.53	157,997.37	16,909.19	1,121.10						
9/18/2012	13,352.40	101.24	13,251.15		0.01					3,243.12	
9/19/2012	55,257.29	518.14	49,321.15	1,180.00	4,218.00	20.00					
9/20/2012	98,459.36	2,553.75	62,698.29	29,399.00	3,808.32						
9/21/2012	55,882.42	638.38	50,037.78	4,238.77	957.49			10.00		2,577.77	229.10
9/24/2012	75,078.70	460.58	63,893.98	2.49	10,721.65					8,503.76	
9/25/2012	22,922.98	122.55	21,125.31	1,675.11	0.01					13,976.12	45.18
9/26/2012	33,147.41	263.17	32,644.87	238.76	0.61					3,372.34	0.16
9/27/2012	35,186.71	201.01	33,893.71	1,084.13	2.86			5.00		5,958.24	
9/28/2012	36,284.73	869.83	29,855.99	5,553.91				5.00		13,358.04	
	1,345,250.06	17,209.56	1,166,898.05	86,469.92	32,757.08	20.00	10.00	25.00	41,860.45	63,856.62	282.29
											64,138.91
Bad Checks											
214.01/34/C000C	41.91										
268.01/1/C003F	14,458.08										
	14,499.99										

Municipal Court of Hoboken
City Hall
100 Newark Street
Hoboken, New Jersey 07030
201 - 420-2120
Fax 201 - 420-2138

HON. MICHAEL A. MONGIELLO
C.J.M.C.
HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

OCTOBER 10, 2012

MR. JAMES FARINA
CITY CLERK
CITY OF HOBOKEN
CITY HALL
HOBOKEN N.J. 07030

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 5686 IN THE TOTAL AMOUNT OF $364,325.84 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF SEPTEMBER 2012 (ATS/ACS SYSTEM)

VERY TRULY YOURS,

ROSE ANN GOHDE C.M.C.A.
MUNICIPAL COURT DIRECTOR

C: HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
STEPHEN MARKS ASSISTANT BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM BUSINESS ADMINISTRATION	IOPERATING	12-03049	NJLM	CONSTRUCTION CODE OFFICIAL AD	$ 130.00
		12-03280	NJLM	2012 ANNUAL LEAGUE CONFERENCE	$ 550.00
		12-03284	NJAFM	8TH ANNUAL NJAFM CONFERENCE	$ 195.00
		12-03354	PREMIER TECHNOLOGY SOLUTIONS	SEPT'12 MONTHLY MANAGED SRVS	$ 7,060.00
		12-03605	SHERATON ATLANTIC CITY WEST	NJSLOM ANNUAL CONFERENCE 2012	$ 2,575.00
		12-02984	NJ CIVIL SERVICE COMMISSION	APPOINTMENT WAIVERS	$ 4,096.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	12-03412	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	$ 2,486.25
ADM LEGAL ADVERTISING	IOPERATING	12-02986	STAR LEDGER	LEGAL ADS 8/12	$ 258.68
		12-02987	JERSEY JOURNAL	LEGAL ADS FOR 8/12	$ 3,475.31
ADM MAYOR'S OFFICE	IOPERATING	12-03144	ALCAZAR COMMUNICATION,INC.	SIGN LANGUAGE INTERPRETER	$ 350.00
ADM MUNICIPAL COURT	IOPERATING	12-03386	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	$ 212.50
ADM MUNICIPAL COURT/POAA TRUST	ITRUST	12-02264	GENERAL LUMBER CO.	DOOR	$ 150.00
ADM PARKING UTILITY	IPARK UTILITY	12-01901	RYDIN DECAL	SCRATCH OFF PERMITS	$ 3,818.37
		12-02093	PITNEY BOWES	POSTAGE METER SUPPLIES	$ 89.22
		12-02593	RYDIN DECAL	VISITOR HANG TAGS	$ 3,804.52
		12-02966	AMANO McGANN, INC.	TRANSPONDERS - MIDTOWN GARAGE	$ 3,400.00
		12-03333	THREE RIVERS PEST CONTROL	MIDTOWN GARAGE BIRD CONTROL	$ 1,850.00
		12-03334	SBP INDUSTRIES	GENERATOR SERVICES/916 GARDEN	$ 922.18
		12-03338	FEDERAL LICENSING, INC	FCC RULES & REGULATIONS	$ 119.00
		12-03339	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - AUGUST 2012	$ 1,600.00
		12-03429	CORNERSTONE RECORDS MGMT.	STORAGE/HPU - SEPT. 2012	$ 124.65
		12-03430	PROPARK AMERICA NEW YORK	GARAGE MGMT. FEE - SEPT. 2012	$ 42,616.75
		12-03493	METRIC GROUP, INC.	METER SERVICES - MAY 2012	$ 875.00
		12-03494	TERMINIX	TERMITE RENEWAL NOTICE	$ 487.50
ADM PURCHASING	IOPERATING	12-02616	RUTGERS STATE UNIVERSITY OF NJ	MUNICIPAL FINANCE COURSE	$ 802.00
		12-02617	RUTGERS STATE UNIVERSITY OF NJ	INTRO. TO PURCHASING COURSE	$ 135.00
		12-03377	CORNERSTONE RECORDS MGMT.	RECORD STORAGE - SEPT. 2012	$ 175.13
		CY-04046	M & G AUTO PARTS, INC.	PARTS 10/11	$ 2,058.24
	OPERATING	CY-04046	M & G AUTO PARTS, INC.	PARTS 10/11	$ 1,000.00
	PARKING UTILITY	CY-02661	M & G AUTO PARTS, INC.	PARTS FOR HPU VEHICLES	$ 500.00
ADM SPECIAL COUNSEL	ICAPITAL	C2-05012	FLORIO PERUCCI STEINHARDT	SP. LEGAL COUNSEL - GEN. LIT.	$ 3,933.07
	IOPERATING	12-02748	W.B. MASON CO., INC.	SUPPLIES	$ 295.63
		12-03301	US PACK LOGISTICS, LLC	Delivery Services	$ 93.50
		12-03310	GARDEN STATE MUNI.JOINT INSURA	GENERAL LIABILITY JULY 2012	$ 4,569.90
		12-03450	WEST GROUP	INFORMATION CHARGES AUGUST 12	$ 397.00
		12-03490	PAUL CONDON, ESQ.	ALT. MUNICIPAL PUBLIC DEFENDER	$ 2,500.00
		12-03492	GARDEN STATE MUNI.JOINT INSURA	SELF INSURED RETENTION	$ 6,701.79
		C2-05001	FLORIO & KENNY LLP	SP. LEGAL COUNSEL - RENT LEV.	$ 810.00
		C2-05002	WEINER & LESNIAK, LLP	SP. COUNSEL - GEN.LITIGATION	$ 47,166.29

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM TAX COLLECTOR	**IOPERATING**	12-02289	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 530.65
		12-02520	**EDMUNDS & ASSOCIATES INC.**	TAX BILL- 4 QTRS. 2012/2013	$ 6,107.46
		12-03359	**AVANA DESAI**	REFUND TAX OVERPAYMENTS	$ 1,909.97
		12-03360	**SETH R & KELLY L GOTTLIEB**	REFUND TAX OVERPAYMENTS	$ 1,409.40
		12-03361	**THOMAS & KARA MC CUNE**	REFUND TAX OVERPAYMENTS	$ 4,389.95
		12-03362	**SECOND STREET DEVELOPERS, LLC**	REFUND TAX OVERPAYMENTS	$ 1,171.62
		12-03363	**GMAC MORTGAGE**	REFUND TAX OVERPAYMENTS	$ 1,249.73
		12-03364	**THOMAS J LUKOWICZ &**	REFUND TAX OVERPAYMENTS	$ 1,572.08
		12-03365	**KARA HOHLFELD**	REFUND TAX OVERPAYMENTS	$ 1,340.46
		12-03366	**JENNA DEQUILA**	REFUND TAX OVERPAYMENTS	$ 1,313.18
		12-03367	**CARL V & JILL K SAILER**	REFUND TAX OVERPAYMENTS	$ 981.97
		12-03368	**HERBERT CHEN**	REFUND TAX OVERPAYMENTS	$ 1,740.00
		12-03369	**ELSA MC MULLEN**	REFUND TAX OVERPAYMENTS	$ 3,298.55
		12-03370	**KAIROS MANAGEMENT**	REFUND TAX OVERPAYMENTS	$ 280.06
		12-03371	**KRISTEN E. RENZULLI**	REFUND TAX OVERPAYMENTS	$ 1,854.44
		12-03372	**KEVIN & LISA GULVIN**	REFUND TAX OVERPAYMENTS	$ 2,158.96
		12-03373	**BAC TAX SERVICES CORP.**	REFUND TAX OVERPAYMENTS	$ 121.98
		12-03374	**DOROTHY CLUTTON**	REFUND TAX OVERPAYMENTS	$ 5,891.77
		12-03375	**CITY MORTGAGE, INC.**	REFUND TAX OVERPAYMENTS	$ 1,444.06
		12-03534	**EDUARDO & PATRICIA OTERO**	TAX OVERPAYMENTS	$ 1,767.52
		12-03535	**VICTOR & JESSICA LO RE'**	TAX OVERPAYMENTS	$ 2,782.94
		12-03536	**AURORA HOBOKEN REALTY LLC**	TAX OVERPAYMENTS	$ 3,938.35
		12-03537	**BAC TAX SERVICES CORP.**	TAX OVERPAYMENTS	$ 1,410.45
		12-03538	**RICHARD ENGLAND**	TAX OVERPAYMENTS	$ 4,096.40
		12-03539	**BRYAN BUCHNER**	TAX OVERPAYMENTS	$ 50.36
		12-03540	**ANURADHA DHAR**	TAX OVERPAYMENTS	$ 123.37
		12-03541	**STEPHEN CUNNINGHAM**	TAX OVERPAYMENTS	$ 1,450.28
		12-03542	**PATRICK GRIBBIN**	TAX OVERPAYMENTS	$ 1,321.11
		12-03543	**CITI MORTGAGE**	TAX OVERPAYMENTS	$ 1,289.26
		12-03544	**SUSAN POWELL**	TAX OVERPAYMENTS	$ 1,709.77
		12-03545	**SUKHDEEP SALUJA**	TAX OVERPAYMENTS	$ 1,357.85
		12-03546	**S D POLESE & C M MARAGNI**	TAX OVERPAYMENTS	$ 3,169.66
		12-03547	**CORELOGIC**	TAX OVERPAYMENTS	$ 2,660.53
		12-03548	**CHASE HOME FINANCE**	TAX OVERPAYMENTS	$ 112.43
		12-03549	**BRETT BREINES &**	TAX OVERPAYMENTS	$ 2,136.08
	ITRUST	12-03263	**ROBERT DEL VECCHIO PENSION**	REDEMPTION	$ 10,894.58
		12-03432	**AUGUST HOLDINGS LLC**	REDEMPTION	$ 2,853.39
		12-03550	**PLYMOUTH PARK TAX SERVICE LLC**	REDEMPTION	$ 31,538.59
		12-03551	**ALVERO ACQUISITION CORP**	REDEMPTION	$ 29,312.34

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM TAX COLLECTOR	ITRUST	12-03552	JOSEPH HWANG	REDEMPTION	$ 169.71
		12-03553	US BANK CUST TOWER DBW	REDEMPTION	$ 47,607.67
		12-03554	PAM INVESTORS	REDEMPTION	$ 29,285.48
		12-03556	PAM INVESTORS	REDEMPTION	$ 2,747.92
		12-03557	JMAM INVESTMENT	REDEMPTION	$ 18,453.43
		12-03589	SINGH REAL ESTATE	REDEMPTION	$ 17,046.07
ADM/CITY CLERK	IOPERATING	12-02154	POGGI PRESS	RECEIPT BOOKS	$ 1,561.00
		12-02155	POGGI PRESS	COLLECTIONS OF THE CITY CLERK	$ 1,399.00
		12-02988	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 536.74
		12-03384	NJLM	SUBSCRIPTIONS	$ 77.00
ADM/CORPORATION COUNSEL	IOPERATING	12-03220	ALM SMART LITIGATOR	SMART LITIGATOR - 12 MONTHS	$ 356.00
		C2-05006	MARAZITI, FALCON & HEALEY	SP. COUNSEL - NJ TRANSIT RED.	$ 24,236.73
		C2-05007	MARAZITI, FALCON & HEALEY	SP. COUNSEL - MONARCH LITG.	$ 23,204.85
ADM/ELECTIONS	IOPERATING	12-02277	ROBERT FRASCA	PRIMARY ELECTION JUNE 5, 2012	$ 210.00
		12-02278	CHARLES KOLMER	PRIMARY ELECTION JUNE 5, 2012	$ 210.00
CAPITAL ACCOUNT	ICAPITAL	12-00351	BOSWELL ENGINEERING	POLICE DEPT HVAC REHAB HO453	$ 1,496.25
CD DIRECTOR'S OFFICE	IOPERATING	12-03321	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES JULY2012	$ 5,175.00
		12-03323	MASER CONSULTING	PROFESSIONAL SERVICES	$ 477.50
		C2-02002	MARAZITI, FALCON & HEALEY	COUNSEL ON REDEVELOPMENT	$ 419.80
CD MLUL PB ESCROW ACCTS	ESCROW	12-03387	MASER CONSULTING	DEVELOPER'S ESCROW	$ 292.50
		12-03471	PARKER McCAY, P.A.	DEVELOPER'S ESCROW	$ 519.00
CD MLUL PLANNING BOARD	IOPERATING	12-03295	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	$ 1,341.25
		12-03299	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 114.87
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03131	THE GALVIN LAW FIRM	DEVELOPER'S ESCROW	$ 945.00
		12-03281	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	$ 1,785.00
		12-03344	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	$ 362.50
		12-03345	H2M GROUP	DEVELOPER'S ESCROW	$ 67.50
CD MLUL ZONING BD OF ADJ	IOPERATING	12-03286	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$ 6,856.27
		12-03287	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICE	$ 420.00
		12-03291	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICE	$ 875.00
		12-03297	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$ 3,460.00
		12-03459	THE GALVIN LAW FIRM	PROFESSIONAL SERVICE	$ 2,520.00
ENVIRONMENTAL SERVICES	IOPERATING	12-03410	ENVIRONMENTAL CLIMATE CONTROL	HVAC SERVICES-PD HEADQUARTERS	$ 153.50
ES CENTRAL GARAGE	IOPERATING	12-03176	BEYER BROTHERS CORP.	GARBAGE TRUCK PARTS/REPAIRS	$ 7,858.43
		CY-03292	M & G AUTO PARTS, INC.	SUPPLIES 8/11	$ 1,000.00
	OPERATING	CY-03292	M & G AUTO PARTS, INC.	SUPPLIES 8/11	$ 2,506.12
ES CLEAN COMMUNITIES	IFEDERAL	12-03378	PABCO INDUSTRIES	BAGS FOR LEAVES	$ 2,970.00
ES PUBLIC PROPERTY	IOPERATING	12-02990	JOHN A. EARL CO.	PAPER SUPPLIES CITY HALL	$ 3,779.45
		12-03294	HOBOKEN LOCK & SUPPLY	NEW LOCK CITY GARAGE	$ 287.50

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ES PUBLIC PROPERTY	**IOPERATING**	12-03302	**FCA LIGHTING**	ELECTRICAL REPAIR ALL F.D.	$ 425.00
		12-03349	**CITY PAINT AND HARDWARE**	BUILDING SUPPLIES PUB.PROPERTY	$ 2,590.86
		12-03447	**MAC PEST CONTROL**	GENERAL PEST CONTROL BLDGS.	$ 600.00
ES ROADS	**IOPERATING**	12-02847	**TILCON NEW YORK INC**	ASPHALT ESCALATION	$ 207.58
ES SOLID WASTE	**IOPERATING**	12-03350	**CITY PAINT AND HARDWARE**	BROOMS/SHOVELS SANITATION	$ 1,775.70
		12-03389	**CALI CARTING, INC.**	SOLID WASTE/RECYCLING 9/12	$ 128,333.33
		12-03390	**HUDSON COUNTY IMPROVEMENT AUTH**	HOLIDAY SUR-CHARGES 1/2011	$ 391.81
	OPERATING	12-03390	**HUDSON COUNTY IMPROVEMENT AUTH**	HOLIDAY SUR-CHARGES 1/2011	$ 1,336.00
FINANCE / GRANTS MANAGEMENT	**ICDBG2818**	12-03380	**HOBOKEN FAMILY PLANNING, INC.**	CDBG a portion of Jul-Aug Sal	$ 3,834.00
		12-03382	**HOBOKEN DAY CARE 100, INC.**	CDBG PORT OF SAL /20-9/23/12	$ 8,490.57
		12-03414	**NUESTROS NINOS DAY CARE CTR.**	CDBG-REIMB FOR AUG & SEPT RENT	$ 16,829.08
HS BD OF HEALTH	**IOPERATING**	12-03067	**TURNOUT FIRE & SAFETY, INC.**	BADGES/HOLDERS	$ 741.38
		12-03265	**HOBOKEN REPORTER**	FLU SHOT ADVERTISEMENT	$ 344.44
		12-03311	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 141.80
		12-03413	**NJ ENVIRONMENTAL HEALTH ASSOC.**	PESTICIDE TRAINING - MEDEIROS	$ 115.00
		12-03561	**SASSO, FRANK**	REIMBURSEMENT	$ 16.04
HS CULTURAL AFFAIRS	**IFEDERAL**	12-03259	**JASON GLUSKIN**	POSTER AND BANNER DESIGN	$ 150.00
		12-03312	**THE L MAGAZINE**	ADVERTISEMENT - FALL FESTIVAL	$ 750.00
		12-03315	**MINUTEMAN PRESS**	POSTERS - FALL FESTIVAL	$ 295.50
		12-03317	**WILLIAM A. STACKPOLE**	SOUND ASSISTANCE	$ 78.00
		12-03318	**JEREMY ROGALSKY**	SOUND TECHNICIAN	$ 54.00
		12-03398	**TIME OUT NEW YORK**	ADVERTISEMENT - FALL FESTIVAL	$ 822.37
		12-03406	**WILLIAM A. STACKPOLE**	SOUND TECHNICIAN	$ 162.50
		12-03476	**FALLO, GERALDINE**	REIMBURSEMENT - FALL FESTIVAL	$ 88.65
		12-03165	**STEVE VEALEY**	SOUND ASSISTANCE	$ 65.00
		12-03314	**STEVE VEALEY**	SOUND ASSISTANCE	$ 65.00
	ITRUST	12-01933	**NICHOLAS GONZALEZ**	SOUND ASSISTANCE - SPRING FEST	$ 174.00
		12-02319	**NICHOLAS GONZALEZ**	SOUND ASSISTANCE	$ 144.00
		12-02426	**ASCAP**	LICENSING FEE	$ 349.24
		12-02441	**MATTHEW C. DAVIS**	PERFORMANCE AT SINATRA PARK	$ 500.00
		12-02930	**W.B. MASON CO., INC.**	CARD STOCK	$ 192.00
		12-03151	**NORA MARTINEZ**	ART IN THE PARK INVOICE	$ 4,800.00
		12-03356	**STEVE BARLOTTA**	PERFORM FALLFEST SOUL CRUISERS	$ 2,500.00
		12-03398	**TIME OUT NEW YORK**	ADVERTISEMENT - FALL FESTIVAL	$ 1,370.88
		12-03399	**DANIEL MATOS**	FESTIVAL PERFORMANCE	$ 1,000.00
		12-03630	**ANGELINA LEDESMA**	FESTIVAL ASSISTANCE	$ 112.00
		CY-04421	**LIZ MORIN**	OFFICE ASSISTANCE	$ 97.50
		CY-04662	**LIZ MORIN**	OFFICE ASSISTANCE	$ 39.00
		12-03166	**STEVE VEALEY**	SOUND ASSISTANCE	$ 39.00

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
HS DIRECTOR'S OFFICE	ICAPITAL	12-03514	BOSWELL ENGINEERING	IMP.CHURCH SQUARE PARK - HO452	$ 11,448.75
		12-03515	BOSWELL ENGINEERING	CITY PLAYGROUND IMPR. - HO460	$ 342.00
		12-03529	BOSWELL ENGINEERING	CSO MONITORING SYYTEM - HO425	$ 470.25
		12-03531	BOSWELL ENGINEERING	RENOVATION POLICE HQ - HO467	$ 5,665.25
		12-03532	BOSWELL ENGINEERING	REHAB. OF FIREHOUSE - HO468	$ 13,424.25
		12-03593	BOSWELL ENGINEERING	RECREATION CTR FOR BOYS-HO419	$ 818.64
	ICDBG2818	12-03594	BOSWELL ENGINEERING	HVAC MULTI SVC CTR - H0421	$ 4,275.00
	IFEDERAL	12-03433	NU-WAY 2008	Summer Lunches Week of 08/06	$ 2,648.70
	IO M FUND	12-03530	BOSWELL ENGINEERING	GEN. ENG'G - PIER C - HO445	$ 769.50
	IOPERATING	12-02999	W.B. MASON CO., INC.	INK FOR PRINTER	$ 152.18
		12-03533	BOSWELL ENGINEERING	2012 GENERAL ENG'G - HO469	$ 5,462.75
	ITRUST	12-02947	W.B. MASON CO., INC.	LAMINATING POUCHES	$ 142.45
HS MUNICIPAL ALLIANCE	IFEDERAL	12-02758	W.B. MASON CO., INC.	SUPPLIES FOR JR POLICE ACADEMY	$ 218.27
HS PARKS	ICAPITAL	12-03631	HOBOKEN HOUSING AUTHORITY	4TH PYMPT - FIELD RETURFING	$ 200,000.00
	IO M FUND	12-03255	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	$ 300.00
		12-03296	MAC PEST CONTROL	ANNUAL WEED CONTROL PROGRAM	$ 1,000.00
		12-03298	MAC PEST CONTROL	MONTHLY PEST/RODENT CONTROL	$ 50.00
		12-03358	CITY PAINT AND HARDWARE	MISC PARKS SUPPLIES	$ 18.49
	IOPERATING	12-03245	JOHN A. EARL CO.	SUPPLIES FOR PARKS	$ 1,271.70
		12-03298	MAC PEST CONTROL	MONTHLY PEST/RODENT CONTROL	$ 350.00
		12-03358	CITY PAINT AND HARDWARE	MISC PARKS SUPPLIES	$ 394.89
HS RECREATION	IOPERATING	12-03148	STAN'S SPORT CENTER	PAL FOOTBALL	$ 16,567.50
		12-03256	SOLIVETTE OCASIO	SVC RENDERED - SOFTBALL IN PA	$ 1,109.00
		12-03257	MILAZZO, CARMEN DR.	SVC RENDERED - PHYSICAL EXAM.	$ 2,500.00
		12-03357	CHIRICHELLA, VICTOR	REIMBURSEMENT	$ 26.75
		12-03629	HOBOKEN YOUTH SOCCER	SOCCER REFEREE FEES	$ 16,135.00
	ITRUST REC FEES	12-03147	STAN'S SPORT CENTER	GRAY T-SHIRTS WITH LOGO	$ 1,080.00
		12-03261	STAN'S SPORT CENTER	SOCCER SPORTING EQUIPMENT	$ 1,325.35
		12-03262	STAN'S SPORT CENTER	SOCCER EQUIPMENT	$ 14,173.25
		12-03276	CHIRICHELLA, VICTOR	UMPIRE FEES - WOMEN'S SOFTBALL	$ 150.00
		12-03404	HUDSON POOL MANAGMENT INC	WEEKLY POOL SERVICE	$ 125.00
		12-03419	MIGUEL ACEVEDO	LEAGUE SUPERVISOR - BASKETBALL	$ 400.00
		12-03560	CHIRICHELLA, VICTOR	UMPIRE FEES -WOMEN'S SOFTBALL	$ 245.00
HS RENT LEVELING/STABILIZATION	IOPERATING	12-03149	W.B. MASON CO., INC.	Rent Control Cartridges	$ 46.76
HS SUMMER LUNCH	IFEDERAL	12-03139	NU-WAY 2008	SUMMER LUNCH PGM-NJ DPT OF AG	$ 16,055.01
Human Services	IFEDERAL	12-03409	NU-WAY 2008	SUMMER LUNCH WEEK OF 8/27	$ 2,648.70
PS FIRE	IOPERATING	12-03253	A & M INDUSTRIAL SUPPLY CO.	METER CALIBRATION	$ 277.28
PS FIRE SAFETY	IFIRE ED	12-03005	A.W. MEYER CO, INC	Laser Distance Measurer	$ 149.00
		12-03224	CHEVROLET OF JERSEY CITY	Window Regulator	$ 55.68

CITY OF HOBOKEN
CLAIMS LISTING
OCTOBER 17, 2012

DEPARTMENTS	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
PS FIRE SAFETY	**IFIRE ED**	12-03290	**CITY PAINT AND HARDWARE**	Paper Supplies	$ 175.67
PS POLICE	**IOPERATING**	12-02713	**WB PROMOTIONS**	EMBOSSED WRISTBANDS	$ 356.99
UNCLASSIFIED	**IOPERATING**	12-02708	**NORTH HUDSON REGIONAL COUNCIL**	CY2012 SR NUTR PRGM CONTRIB	$ 28,346.50
	OPERATING	CY-03933	**AARON JAMES HEADLEY**	SWEARING IN CEREMONY 7/1/11	$ 150.00
UNCLASSIFIED INSURANCE	**IOPERATING**	12-01055	**GEORGE H. PRESTON**	REIMBURSEMENT MEDICARE PART B	$ 1,158.00
		12-03347	**CARLASCIO ORTHOPEDIC**	SHOES FOR RET SGT B.ELSHEWICH	$ 3,214.00
UNCLASSIFIED TELEPHONE	**IOPERATING**	12-03465	**ENTERPRISE CONSULTANTS**	TELEPHONE MAINTENANCE 8/12	$ 1,000.00
UNCLASSIFIED WATER & SEWERAGE	**IOPERATING**	12-03521	**HOBOKEN WATER SERVICE**	UTILITY - WATER - 3RD QUARTER	$ 4,440.33
UNCLASSIFIED/COPIERS	**IOPERATING**	12-03292	**TOSHIBA BUSINESS SOLUTIONS**	RISOGRAPH SUPPLIES	$ 100.00
UNCLASSIFIED/STATIONERY	**IOPERATING**	12-03065	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 949.91
		12-03193	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 559.00
		12-03320	**W.B. MASON CO., INC.**	SUPPLIES	$ 1,703.15
ADM CITY CLERKS OFFICE	**IOPERATING**	12-03154	**CONNELL FOLEY LLP**	REFUND PARTIAL OPRA REQUEST	$ 188.18
PS POLICE	**IOPERATING**	12-03134	**INSTITUTE FOR FORENSIC**	HEARING- 8/13/12	$ 882.50
Grand Total					**$ 1,053,446.88**

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

13-Sep-12 **TO** **26-Sep-12** **Paydate** **10/3/2012**

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL	2-01-20-105	6,079.30	0.00	0.00	6,079.30
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	16,733.97	0.00	0.00	16,733.97
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	0.00	0.00	15,215.44
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	24,996.02	0.00	0.00	24,996.02
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	7,217.99	0.00	0.00	7,217.99
ASSESSOR'S OFFICE	2-01-20-150	11,762.05	0.00	0.00	11,762.05
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
TREASURER	2-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	2-01-21-180	5,808.67	335.34	0.00	6,144.01
INFORMATION TECHNOLOGY	2-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	0.00	0.00	5,882.94
CONSTRUCTION CODE	2-01-22-195	23,207.91	0.00	0.00	23,207.91
STIPEND		0.00	0.00	200.00	200.00
POLICE DIVISION	2-01-25-241-011	514,165.43	8,183.24	0.00	522,348.67
POLICE CIVILIAN	2-01-25-241-016	31,450.61	0.00	0.00	31,450.61
POLICE DIVISION CLASS II	2-01-25-241-015	520.00	0.00	0.00	520.00
RETRO		0.00	0.00	2,372.98	2,372.98
WORKERS COMP		0.00	0.00	7,743.55	7,743.55
CROSSING GUARDS	2-01-25-241-012	11,995.74	0.00	0.00	11,995.74
EMERGENCY MANAGEMENT	2-01-25-252	11,490.59	0.00	96.15	11,586.74

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	TOTAL PAY
FIRE DIVISION	2-01-25-266	459,493.02	5,477.90	5,436.84	470,407.76
FIRE DIF (STRAIGHT TIME)		0.00	0.00	497.52	497.52
FIRE CIVILIAN	2-01-25-266-016	17,596.85	0.00	0.00	17,596.85
STREETS AND ROADS	2-01-26-291-011	22,302.92	4,120.69	0.00	26,423.61
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	1,494.00	0.00	0.00	1,494.00
CENTRAL GARAGE	2-01-26-301	5,647.36	943.98	0.00	6,591.34
SANITATION	2-01-26-305	17,498.50	1,625.39	0.00	19,123.89
LICENSING DIVISION	2-31-55-501-101	3,872.78	0.00	0.00	3,872.78
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,413.20	0.00	0.00	20,413.20
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	12,466.12	99.05	0.00	12,565.17
RENT STABILIZATION	2-01-27-347	8,540.28	0.00	0.00	8,540.28
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	12,946.16	316.74	0.00	13,262.90
PARKS	2-01-28-375	15,956.49	532.80	0.00	16,489.29
PUBLIC PROPERTY	2-01-28-377	26,592.39	1,179.73	0.00	27,772.12
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	36,182.04	0.00	0.00	36,182.04
RETRO		0.00	0.00	328.69	328.69
PARKING UTILITY	2-31-55-501-101	104,286.29	13,235.33	0.00	117,521.62
WORKERS COMP		0.00	0.00	1,085.00	1,085.00
RETRO		0.00	0.00	776.96	776.96
MUN COURT OVERTIME	T-0340000-037	0.00	4,418.99	0.00	4,418.99
TRUST - RECREATION ADULT PROG	T-03-40-000-108	1,057.50	0.00	0.00	1,057.50
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	960.00	960.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00
TRUST REC FEES SUMMER FUND	T-03-40-000-107	0.00	0.00	0.00	0.00
DRIVE SOBER OR GET PULLED OVER	G-02-20-105-DD2	0.00	4,050.00	0.00	4,050.00
TRUST PAL	T-03-40-000-004	2,908.47	0.00	0.00	2,908.47
CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46

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DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY
OTHER:					
SALARY ADJUSTMENT	**2-01-36-478-000**	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	**2-01-36-479-000**	0.00	0.00	24,547.40	24,547.40
POLICE OUTSIDE EMPL.	**T-03-40-000-006**	0.00	0.00	39,044.50	39,044.50
RESERVE FOR POAA	**T-03-40-000-032**	0.00	0.00	0.00	0.00
Parks Acct	**2-01-28-375-014**	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	**2-01-25-241-017**	0.00	0.00	0.00	0.00
GRAND TOTAL		1,518,197.54	44,519.18	83,243.34	1,645,960.06
					1,645,960.06

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON DESIGNATING CERTAIN PROPERTY IN AND AROUND BLOCK 231.01, LOT 1 IN THE CITY AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the Redevelopment Law, the Municipal Council of the City of Hoboken (the "**City Council**") believes that the following property should be designated as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14:

> The property commonly known as Block 231.01, Lot 1 on the tax map of the City of Hoboken, that portion of the public Right of Way of Newark Street from and including the intersection with River Street to the end of Newark Street approximately 250 feet east of River Street; and that portion of the public Right of Way of River Street from and including the intersection with Newark Street to and including the intersection with First Street (collectively, the "**Property**"); and

WHEREAS, Andrew Hipolit, P.E., P.P., C.M.E., engineer for the Planning Board of the City of Hoboken submitted a report to the City dated August 3, 2012, a copy of which is attached hereto as Exhibit A (the "**Rehabilitation Report**") stating that within the Property the water and sewer lines are at least 50 years old and are in need of substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the City in accordance with the requirements of Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a); and

WHEREAS, Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a), provides that prior to the adoption of a resolution designating the Property as an area in need of rehabilitation, the City Council must first submit a copy of the proposed resolution designating the Property as an area in need of rehabilitation to the City Planning Board for review; and

WHEREAS, on _____, 2012, the City Council, acting by resolution, referred a copy of the Rehabilitation Report and this resolution to the City Planning Board for review and comment pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40A:12A-14(a); and

WHEREAS, based on the Rehabilitation Report, the Planning Board found that the Property satisfied the statutory criteria to be designated as an area in need of rehabilitation under Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a); and

WHEREAS, the Planning Board reviewed this resolution and recommends its adoption and the designation of the Property as an area in need of rehabilitation in accordance with Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a).

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

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

Section 2. The City Council hereby designates the Property as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a).

Section 3. The City Council hereby directs that the City Clerk transmit a copy of this resolution to the Commissioner of the Department of Community of Affairs for review in accordance with the Redevelopment Law.

Section 4. A copy of this resolution shall be available for public inspection at the offices of the City.

Section 5. This resolution shall take effect immediately.

Meeting Date: October 17, 2012

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

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

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

AMENDED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH NUESTROS NINOS DAY CARE

Whereas, at the September 5, 2012 meeting the City Council approved a subrecipient agreement awarding $22,000 in Community Development funding (Program Year 12 – July 1, 2012 to June 30, 2013) and $11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; and

Whereas, based on the aforementioned approval, the City reimbursed Nuestros Ninos their rent expense for July, August and September in the amount of $25,243.63 ($8,414.54 per month); $22,000 out of Community Development funds and $3,243.62 out of available Miscellaneous Program Income funds; and

Whereas, the City has been notified by Nuestros Ninos Day Care that as of September 30, 2012, they will no longer be providing day care services due to escalating costs and decreased funding levels, the remaining 7,899.98 in Miscellaneous Program Income funds will not be disbursed; **now therefore be it --**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Amended Subrecipient Agreement and accepts the obligations under the aforesaid Agreement.

Meeting date: October 17, 2012

Department of Community Development **Approved as to form:**

_____ _____

Brandy A. Forbes, Director **Mellissa Longo, Corporation Counsel**

AMENDED AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
NUESTROS NINOS DAY CARE

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and Nuestros Ninos Day Care;

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2012/2013 program year originally approved a contribution of $11,143 out of available Miscellaneous Program Income funds, the amount of the City's amended contribution will be $3,243.62, toward the operation of Nuestros Ninos Day Care;

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____ _____

James J. Farina, City Clerk Dawn Zimmer, Mayor

Date: _____ Date: _____

Notary:

_____ _____

Nilda Lorence, Director

Date: _____

Sponsored: _____
Seconded: _____

Dedication by Rider

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

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION
BY RIDER FOR ***City Cultural Affairs Trust Fund***
REQUIRED BY **N.J.S.A. 40A:4-39**

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

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

WHEREAS, ***N.J.S.A. 40A:4-39*** provides the dedicated revenues anticipated from the ***City Cultural Affairs Trust Fund*** are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the ***City Cultural Affairs Trust Fund***, pursuant to N.J.S.A. 40A:4-39, for the exclusive purpose of depositing and expending funds paid by individuals and/or sponsors of cultural events to offset the costs of operating cultural affairs, festivals, programs and other events.
2. The Governing Body requests the Division of Local Government Services provide their approval retrospectively to February 6, 2008, as this resolution seeks to cure a single deficiency in the City Council's February 6, 2008 Resolution which resulted in the Division of Local Government Services refusing to consider the resolution; knowledge of said circumstances were only recently provided to the City of Hoboken.
3. The Clerk of the ***City of Hoboken***, County of ***Hudson*** is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

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

_____

James Farina, Registered Municipal Clerk

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

Seconded by

11

CITY OF HOBOKEN
DEDICATION BY RIDER RESOLUTION
RESOLUTION NO 08-46

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR THE ESTABLISHMENT OF THE "CULTURAL AFFAIRS, FESTIVALS & EVENTS" 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 county or Private Sponsorship, and private collections when the revenue is not subject to reasonably accurate estimates in advance: and

WHEREAS, N.J.S.A. 40A:4-39 provides the Director of the Division of Local Government Services may approve expenditures or monies by dedication by rider; and

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

1. The City Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A: ~~4-39~~, as amended by P.L. 1999. c.292 for the exclusive purpose of depositing and expending funds paid by individuals and/or sponsors to offset the costs of operating cultural affairs, festival, events and other programs.

   40A: 5.29

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

Approved:

Richard England
Business Administrator

Approved as to form:

Steven Kleinman
Corporation Counsel

Date: February 6, 2008

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

JAN 2 9 2008

FEB 6 2008

CITY CLERK

DEPARTMENT OF HUMAN SERVICES/DIVISION OF CULTURAL AFFAIRS

Hoboken enchanted Evenings

MAYOR DAVID ROBERTS

JOHN POPE
DIRECTOR OF HUMAN SERVICES

GERALDINE FALLO
DIVISION OF CULTURAL AFFAIRS

SPONSORSHIP CONTRACT

Business/Company _____
(Please print your name the way you would like it to appear in all promotional materials)

Name of Contact Person _____

Address _____ City/State/Zip _____

Phone (Day) _____ Phone (Night) _____

Fax _____ email _____

Amount of Sponsorship you are offering _____
(Please make check payable to The City of Hoboken and return with this application.)

I would like to Sponsor: ☐ Summer Concerts ☐ Movies Under the Stars ☐ Art in the Park ☐ A Combination

OPTIONAL - Name a Band/Bands, Movie or type of music you would like to Sponsor

_____

_____

Specify if you would like to do a special promotion in conjunction with your sponsored performance.

_____

_____

_____

_____

Make Check Payable to: City of Hoboken/Cultural Affairs • 94 Washington St., Hoboken, NJ 07030.
If you need further information, please call: 201-420-2207.

CITY OF HOBOKEN

DEPARTMENT OF HUMAN SERVICES

CULTURAL AFFAIRS

DAVID ROBERTS
MAYOR

PUBLIC LIBRARY
VITAL STATISTICS
RENT LEVELING
BOARD OF HEALTH
RECREATION
SENIOR CITIZENS
TRANSPORTATION
HOUSING SERVICES
PUBLIC DEFENDER

JOHN POPE
DIRECTOR

2008 Sponsorship Incentive Opportunities

Your Name up in Lights on Our Outdoor Movie Screen ! ! !

The Hoboken Division of Cultural Affairs welcomes gifts of general support to fulfill its mission of public service. Beyond sustaining the day-to-day operations, gifts of general support enable us to enrich the lives of Hoboken's residents by producing the free cultural events you see listed on the previous page and more. The Hoboken Division of Cultural Affairs depends upon your support to sustain the community service we started over 13 years ago.

We are offering the following Sponsorship Incentive Opportunities

- Any amount offered will be greatly accepted .
- ***For $500,*** Your name will be listed in our Summer Fun Calendars, on the City website and in our email announcements. You will also receive a thank you letter from the Mayor.
- ***For $1,000,*** you will receive the previously listed Advertising Opportunities plus your name will be added to our flyers, shop window posters, appear in our advertisements in the Hoboken Reporter and on our Promotional Billboard right outside City Hall.
- ***For $2,500 or more,*** aside from the previously listed promotional opportunities, we will also project your name, logo or single frame power point advertisement (**which we will create**) on our Movie Screen before each outdoor film presentation - ***All Summer Long!***
- ***For $15,000,*** you become our title sponsor. Your name/logo listed on all of the above plus on 3 banners posted near the parks & 15 street pole banners which will be displayed on Washington Street, ***All Summer Long. We will also announce your name over our loudspeaker before our programs each week.***

I look forward to working with you in creating a spectacular Spring & Summer Cultural Events program for Hoboken. Your name will become associated with these events by ***the over 40,000 Residents of Hoboken and the 1000's of out of town tourists who visit Hoboken each week.*** What a great way to give-back to the community and thank the residents for their support of your business!

If you need further information, don't hesitate to call me. I can be reached at 201-420-2207. **Thanks for your consideration,**

Sincerely

Geri Fallo
Director of Cultural Affairs, City of Hoboken

GERALDINE FALLO, CULTURAL AFFAIRS, DIVISION HEAD
CITY HALL, 94 WASHINGTON ST. • HOBOKEN, NEW JERSEY 07030 • 201-420-2207 • Fax 420-2388

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT

WHEREAS, on September 5, 2012, the City of Hoboken ("City") adopted Ordinance No. Z-206 accepting a non-exclusive easement over the portion of certain real property formally known as Block 261.04, Lot 1 on the Official Tax Map of the City of Hoboken that has been set aside for open space purposes, commonly known as the "Block A Open Space", which established rules and regulations governing the use of the Block A Open Space by the public ("Open Space Easement"); and

WHEREAS, the Open Space Easement provides that organized sports, including the practices and games of intramural or organized sports leagues are prohibited in the Block A Open Space; and

WHEREAS, prior to the adoption of Ordinance No. Z-206 accepting the Open Space Easement, the City advised the owner of the Block A Open Space, the Maxwell Place Condominium Association, Inc. ("Owner"), that the City may need to continue to use the Block A Open Space for youth soccer practices until the conclusion of the 2013 Spring Soccer Season;

WHEREAS, in order to reach an agreement with the City regarding the use of the Block A Open Space and the Open Space Easement, the Owner of the Block A Open Space agreed to allow the City to continue to use the Block A Open Space for youth soccer practices until the conclusion of the 2013 Spring Soccer Season; and

WHEREAS, the City and the Owner of the Block A Open Space desire to enter into a Temporary Non-Exclusive License Agreement which authorizes the City to continue to use the Block A Open Space for youth soccer practices until the conclusion of the 2013 Spring Soccer Season.

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

1. The City Council hereby approves the terms and conditions of a Temporary Non-Exclusive License Agreement by and between the City of Hoboken and the Maxwell Place Condominium Association, Inc. dated October 1, 2012.

2. The Mayor and City Clerk are hereby authorized to execute said Temporary Non-Exclusive License Agreement after execution of the same by Maxwell Place Condominium

Association, Inc. and together with all other appropriate officers and employees are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.

3. The City Council hereby authorizes and approves any non-substantive modifications to the Temporary Non-Exclusive License Agreement as may be recommended and approved by counsel for the City prior to execution.

4. This Resolution shall take effect immediately.

ATTEST: THE CITY OF HOBOKEN

_____ _____

James J. Farina, City Clerk Dawn Zimmer, Mayor

CERTIFICATION

I, James J. Farina, City Clerk of the City of Hoboken, County of Hudson, State of New Jersey, hereby certify that the foregoing Resolution is a true and exact copy of a Resolution adopted at a meeting of the City Council of the City of Hoboken held on October 17, 2012.

_____

James J. Farina, City Clerk

TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT

This **TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT**, made this 1st day of October, 2012, by and between:

MAXWELL PLACE CONDOMINIUM ASSOCIATION, INC., a New Jersey incorporation maintaining its principal address at 1125 Hudson Street Hoboken, New Jersey 07030-5305 (hereinafter referred to as "Licensor"); and

THE CITY OF HOBOKEN, a New Jersey municipal corporation, with government offices located at City Hall, Newark & Washington Streets, Hoboken, New Jersey 07030 (hereinafter referred to as "Licensee");

With Licensor and Licensee hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Licensor and Licensee have agreed upon and entered into an Open Space Easement Agreement governing public access to, and use and enjoyment of, certain open space located within and situated upon a limited portion of Owner's property located at 1101-1125 Hudson Street, New Lot 1, Block 261.04 (commonly known and referred to as the "Block A Open Space"). A true and complete copy of the Parties' Open Space Easement Agreement is attached hereto as Exhibit "A."

WHEREAS, Licensor does hereby grant to Licensee a Temporary Non-Exclusive License granting Licensee the privilege of conducting recreational youth soccer practice on the Block A Open Space, and for no other purpose otherwise affecting the Owner's property beyond that which already has been memorialized and agreed upon by the Parties pursuant to the Open Space Easement Agreement annexed hereto as Exhibit "A." This Temporary Non-Exclusive License is granted by Licensor to Licensee on the following terms and conditions:

1. **TERM:** The term of this Temporary Non-Exclusive License Agreement shall be as follows:

    a. Licensee shall have the right to use the Block A Open Space (as depicted and described in the attached Exhibit "A") for the privilege of conducting recreational youth soccer practice for the 2012 Fall Soccer Season; and

    b. Licensee shall have an option to use the Block A Open

Space for the privilege of conducting recreational youth soccer practice for the 2013 Spring Soccer Season; provided, however, that Licensee may exercise this option only in the event that the construction of an alternate venue wherein recreational youth soccer practice can be held (such as Sinatra Park, Mama Johnson Field, and/or 1600 Park) is not completed by or before the commencement of the 2013 Spring Soccer Season. In the event that the construction of such an alternate venue has been completed by or before the commencement of the 2013 Spring Soccer Season, this Temporary Non-Exclusive License Agreement shall immediately terminate.

2. **NOTICE OF EXERCISE OF OPTION:** Licensee shall provide written notice to Licensor by no later than Friday, March 1, 2013, of Licensee's intention to exercise its option to extend this Temporary Non-Exclusive License and use the Block A Open Space for the privilege of conducting recreational youth soccer practice for the 2013 Spring Soccer Season. Licensee's failure to provide such written notice shall constitute and effectuate the immediate termination of this Temporary Non-Exclusive License Agreement and shall terminate Licensee's privilege of further using the Block A Open Space for recreational youth soccer practice, unless otherwise agreed to and memorialized in a writing signed by the Parties.

3. **TERMINATION OF LICENSE:** This Temporary Non-Exclusive License Agreement shall automatically terminate at the conclusion of the 2012 Fall Soccer Season unless Licensee has provided written notice to Licensor of its intent to exercise its option to extend its Temporary Non-Exclusive License under and pursuant to Paragraph 2 hereof, in which case this Temporary Non-Exclusive License Agreement shall automatically terminate at the conclusion of the 2013 Spring Soccer Season.

4. **MAINTENANCE OF THE BLOCK A OPEN SPACE:** With respect to Licensee's use of the Block A Open Space for recreational youth soccer practice, Licensee shall keep and maintain the Block A Open Space in a clean and presentable condition, and will leave no litter thereon.

5. **NO SUBLET OR ASSIGNMENT:** Licensee shall not sublet or assign

this Temporary Non-Exclusive License Agreement or any rights hereunder without the prior written consent of Licensor.

6. **INCORPORATION OF OPEN SPACE EASEMENT AGREEMENT:** Except as provided herein, all of the terms, covenants, conditions and stipulations contained in the Open Space Easement Agreement annexed hereto as Exhibit "A" shall remain in full force and effect, with all legal intents and purposes as if included in this Temporary Non-Exclusive License Agreement containing identical terms, and Licensor and Licensee agree to be bound by all of the terms and conditions thereof.

WHEREAS, as used herein, the term "2012 Fall Soccer Season" shall mean and refer to the time period from Saturday, September 8, 2012 to Sunday, November 18, 2012, and the term "2013 Spring Soccer Season" shall mean and refer to the time period from Monday, March 4, 2013 to Monday, June 24, 2013.

IN WITNESS WHEREOF, Licensor and Licensee each have caused this Temporary Non-Exclusive License Agreement to be executed as of the date and year first set forth above. Licensor and Licensee execute this Temporary Non-Exclusive License Agreement to acknowledge their consent to the terms and conditions herein contained, and the Parties hereby acknowledge that they possess the requisite authority to enter into and sign this agreement.

MAXWELL PLACE CONDOMINIUM ASSOCIATION, INC.

By:_____

Name:_____

Title:_____

CITY OF HOBOKEN, a New Jersey Municipal Corporation

By:_____

Name:_____

Title:_____

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION EXPRESSING OPPOSITION TO THE USE OF 901 SINATRA DRIVE FOR AN NJ TRANSIT FERRY TERMINAL

WHEREAS the waterfront is the jewel of Hoboken, a driver of economic development, and important for the health and recreation of our community and visitors; and

WHEREAS the owner of Union Dry Dock & Repair Company, located on the waterfront at 901 Sinatra Drive, has solicited bids for the sale of their property;

WHEREAS NJ Transit has expressed interest in the property for use as a ferry maintenance and fueling facility as well as for storing and fueling NY Waterway buses, which would result in dramatically increased traffic on Sinatra Drive by hundreds of buses, and fuel trucks and would have negative environmental impacts on the area, including neighboring parks and residential areas, and would have significant negative impacts on the quality of life of all Hoboken residents;

WHEREAS the Administration has expressed its strong opposition to this proposed project numerous times, and has asked NJ Transit and the State of New Jersey to explicitly state whether or not this project remains under consideration;

Whereas to date NJ Transit has declined to provide such a statement leaving open the possibility that this project remains under active consideration;

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Hoboken expresses its strong opposition to the potential plans for a ferry repair and refueling facility at Union Dry Docks, and will work with the Administration and community to oppose such plans through all legal means.

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

BYRNE JUSTICE ASSISTANCE GRANT (JAG)
CY 2012

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

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

WHEREAS, the City of Hoboken has received notice of an award of $14,579.00 from Office of Hudson County Prosecutor and wishes to amend it's CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of…….$14,579.00
Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
Justice Assistance Grant Revenues Off-set with
Appropriations:
JAG Justice Assist. Grant $14,579.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of..... $14,579.00 be and the same is hereby appropriated under the caption of:
General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Revenues Off-set with
JAG Justice Assist. Grant $14,579.00

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo
Corporation Counsel

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

6

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE THE ATTACHED AGREEMENT WITH THE COUNTY OF HUDSON REGARDING THE 2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City and the County of Hudson have negotiated an Agreement relating to the financial utilization of the 2012 JAG Award funds for the City in the amount of $14,579.00, which is ***attached hereto***; and,

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

A. This resolution approves the attached Agreement between the County of Hudson and the City relating to the City's utilization of the 2012 JAG funding, in the amount of $14,579.00, as ***attached hereto***;

B. Any utilization of funding by the City shall be further restricted by the Application and Award documents, ***attached hereto as a supplement to the Agreement***;

C. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;

D. This resolution shall take effect immediately upon passage.

Meeting date: May 16, 2012

APPROVED:
Quentin Wiest
Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:
Mellissa Longo
Mellissa Longo, Esq.
Interim Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON: MAY 16 2012

James J. Farina
CITY CLERK

OFFICE OF THE HUDSON COUNTY PROSECUTOR

595 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306

GAETANO T. GREGORY
ACTING PROSECUTOR

TELEPHONE: (201) 795-6400
FAX: (201) 795-3365

September 12, 2012

Chief Anthony Falco
Hoboken Police Department
1 Police Plaza
Hoboken, New Jersey 07030

RE: 2012 Justice Assistance Grant Program – 2012-DJ-BX-0774

Dear Chief Falco:

Federal funds have been received into the County Budget for calendar year 2012 for the above captioned grant.

Enclosed is a copy of the Budget Request for your municipality. Your Municipal Finance Department needs to open a specific budget account for the Justice Assistance Grant. The protective equipment must be ordered by your Municipal Purchasing Department. Once the equipment has been received and paid for by your municipality, please submit a copy of your municipality Purchase Order with supportive documentation (invoice and cancelled check) to me at the above address.

A county voucher will be sent to you for signature and you shall receive payment in fifteen (15) days after it is received by the Prosecutor's Office.

Also enclosed is a signed copy of the Inter-local Agreement between Hudson County and your municipality.

If you have any questions, please contact Patty Pugh Seiler at 201-795-6400, Ext. 6610.

Very truly yours,

David K. Porter
Chief of Staff

DKP/pms
Enclosures

CC: Captain Tory Pasculli
Director Jon Tooke

CITY OF HOBOKEN

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant Program.

NEED:

The City of Hoboken has identified a need to obtain replacement protective equipment for its personnel in the Hoboken Police Department. An assessment of the Police Department's current inventory of civil disturbance response equipment reveals that this equipment is in excess of 20 years old. This equipment is obsolete and deficient for the current requirements of the department. This is protective equipment which is necessary for police personnel when responding to instances of civil disturbances, both major and minor.

The Hoboken Police Department provides 24 hour-a-day, 7 day-a-week policing services to the City of Hoboken and currently maintains a force of 130 sworn police officers and 19 civilian personnel. The City of Hoboken is located in Hudson County, New Jersey and covers an area of approximately 1.05 sq. miles with a population of 50,005 residents (2010 U.S. Census).

Hoboken has become a popular destination for social activities in the metropolitan area. In addition, Hoboken plays host to several popular cultural events which include, but are not limited to the following; an annual St. Patrick's Day celebration, a Spring & Fall Arts & Music Festival and the St. Ann's Feast. The city has also become a primary viewing area for recent Macy's 4th of July Fireworks celebrations. As a result, these events have the propensity of drawing several thousands of visitors to the city and provides for the potential for instances of civil disorder during these events. Hoboken is also a primary destination for tourism in the metropolitan area. Hoboken's approximately 140 liquor licensed establishments provide for a thriving night life scene within the city.

NARRATIVE:

The acquisition of new protective equipment will provide police personnel who respond to instances of civil disturbance to be more effective in the remediation of these occurrence(s). While the City of Hoboken currently handles calls for service for the events previously mentioned, the City anticipates increased future activity as a result of pending future regional events, such as the 2013 Formula One Grand Prix of America Race and the 2014 Super Bowl. Acquisition of this equipment will facilitate the department's ability to deal with such future events

CITY OF HOBOKEN
BUDGET

Description	Cost per Unit	Total
20 Helmet / Head Protection	$188.05	$ 3,761.00
20 Upper Body / Chest Protection	$180.99	$ 3,619.80
20 Elbow / Forearm Protection	$ 39.99	$ 799.80
20 Thigh / Groin Protection	$180.99	$ 3,619.80
20 Leg / Shin Protection	$ 47.20	$ 944.00
20 Carry Bag	$ 59.99	$ 1,199.80
20 36" Riot Baton	$ 41.93	$ 838.60
	TOTAL PROJECT COST:	**$14,782.80**
	TOTAL AWARD AMOUNT:	**$14,579.00**

The City of Hoboken will fund the difference between the Total Project Cost and the Grant Award amount.

PERFORMANCE MEASURES:

With this new equipment, it is anticipated that officer efficiency will increase when responding to potential civil disturbances. In addition, public safety will be enhanced & quality of service to the public will improve.

GMS APPLICATION NUMBER 2012-H2566-NJ-DJ

CONTRACT NO._____

THE STATE OF NEW JERSEY KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF HOBOKEN, NJ AND COUNTY OF HUDSON, NEW JERSEY

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 16th day of MAY, 2012 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Hoboken, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY $ 0.00 from the JAG award for the 2012 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of $ 0.00 of JAG funds.

Section 2.

COUNTY agrees to use $14,579.00 for the JAG Program until September 30, 2015.

GMS APPLICATION NUMBER 2011-H2566-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF Hoboken, NJ

Mayor - Hoboken 6/1/12

ATTEST:

Municipal Clerk

Municipal Attorney
Int Corp Counsel

COUNTY OF HUDSON, NEW JERSEY

Laurie Cotter,
Deputy County Administrator

ATTEST:

Clerk, Board of Chosen Freeholders

Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION No.: _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND THE OWNER OF BLOCK 121 LOTS 19, 20 and 21 (more commonly known as 1414-1418 Grand Street) FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the applicant, 1414-1418 Grand Street, LLC through its agent Hany Ahmed, has petitioned the City of Hoboken for the granting of a license over municipal lands adjacent to 1414-1418 Grand Street, Hoboken, New Jersey, which premises is more particularly described as Block 121 Lots 19, 20 and 21 on the Tax Map of the City of Hoboken, in order to construct and maintain an accessibility ramp in compliance with the Americans with Disabilities Act (ADA), and a staircase stoop at the residential and retail entrance of the new building to be constructed at this site; and

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

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

WHEREAS, the City of Hoboken desires to grant to 1414-1418 Grand Street, LLC, owners of Block 121 Lots 19, 20 and 21, more commonly known as 1414-1418 Grand Street, Hoboken, such a license.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and 1414-1418 Grand Street LLC, owners of Block 121 Lots 19, 20 and 21, more commonly known as 1414-1418 Grand Street, shall be subject and limited to the specifications included in Exhibit "A" (a site survey and metes and bounds specifications, 3 pages total);

2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and

3) This resolution shall become effective immediately up adoption.

Meeting Date: October 17, 2012

Approved: **Approved as to Form:**

_____ _____

Quentin Wiest, Business Administrator **Mellissa Longo, Corporation Counsel**

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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this **_____ day** of **_____**, **2012**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **1414-1418 GRAND STREET LLC**, whose address is 1414 Grand Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**)

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Grand Street R.O.W. in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing and maintaining an accessibility ramp in compliance with the Americans with Disabilities Act (ADA), and a staircase stoop at the residential and retail entrances of the new building to be constructed at this site; and

WHEREAS, the encroachments shall be limited to such a degree that the passable area for pedestrian egress shall be a minimum of eight (8) feet; and

WHEREAS, in consideration of the license, the LICENSEE shall maintain said area in good repair and order and shall install new curbs, sidewalks, and shade trees at the site and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain an ADA compliant accessibility ramp, stairs and stoop; and attain ingress and egress to and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 1414-1418 Grand Street LLC, owners in fee of Block 121 Lots 19, 20 and 21, more commonly known as 1414-1418 Grand Street, Hoboken, NJ.

Signed: _____
Hany Ahmed, Owner/Agent for 1414-1418 Grand Street LLC, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

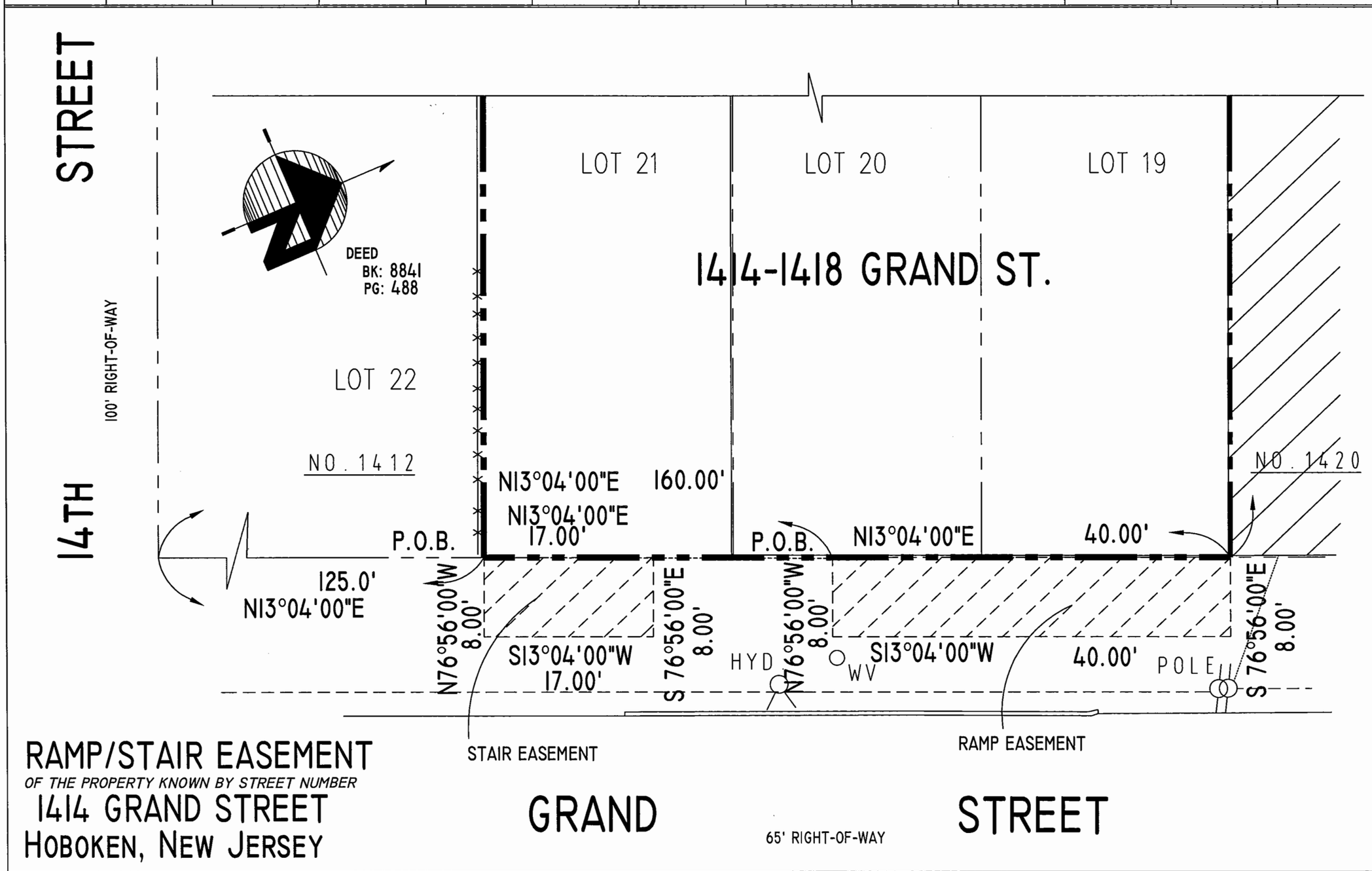
The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2012.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A

*Survey of the premises and proposed area of encroachment;
Detailed metes and bounds for the proposed ADA compliant ramp;
and
Detailed metes and bounds for the proposed stairs*

Three (3) Pages



RAMP/STAIR EASEMENT

OF THE PROPERTY KNOWN BY STREET NUMBER

1414 GRAND STREET

HOBOKEN, NEW JERSEY

1414 GRAND STREET
CITY OF HOBOKEN
COUNTY OF HUDSON
STATE OF NEW JERSEY

RAMP/STAIR EASEMENT

DRAWN BY:	ATV
APPROVED BY:	KES
SURVEYED BY:	ATV
DATE:	10-3-2012
SCALE:	1"=10'
DESIGNER:	RB
DWG. NO.:	1 OF 1
BLOCK:	121
LOT:	19,20,21

REVISIONS

AreaSurveying LLC
71 Western Avenue Jersey City, New Jersey 07307
TEL: 201.628.1958 FAX: 201-217-7980
10-3-2012
KARL E. SCHOELCH L.S. P.P. DATE:
NEW JERSEY LIC. NO. 20387
CERTIFICATE OF AUTHORIZATION NO. 24GA28161800

RAMP EASEMENT
METES AND BOUND DESCRIPTION
LOT 19,20,21, BLOCK 121

All That tract or parcel of land and premises, situate, lying and being in the City of Hoboken, in the County of Hudson and State of New Jersey; more particularly described as follows:

BEGINNING at a point on the westerly side line of Grand Street (65 feet wide), a distant thereon 160.00 feet as measured westerly from its intersection with the northerly side line of 14th Street , (100 feet wide) and running; thence

1. North 13 degrees 04 minutes 00 seconds East, a distant of 40.00 feet to a point; thence
2. South 76 degrees 56 minutes 00 seconds East, a distant of 8.00 feet to a point running; thence
3. South 13 degrees 04 minutes 00 seconds West, a distant of 40.00 feet to point running; thence
4. North 76 degrees 56 minutes 00 seconds West, a distant of 8.00feet to a point or place of BEGINNING.

STAIRS EASEMENT
METES AND BOUND DESCRIPTION
LOT 19,20,21, BLOCK 121

All That tract or parcel of land and premises, situate, lying and being in the City of Hoboken, in the County of Hudson and State of New Jersey; more particularly described as follows:

BEGINNING at a point on the westerly side line of Grand Street (65 feet wide), a distant thereon 125.00 feet as measured westerly from its intersection with the northerly side line of 14th Street , (100 feet wide) and running; thence

1. North 13 degrees 04 minutes 00 seconds East, a distant of 17.00 feet to a point; thence
2. South 76 degrees 56 minutes 00 seconds East, a distant of 8.00 feet to a point running; thence
3. South 13 degrees 04 minutes 00 seconds West, a distant of 17.00 feet to point running; thence
4. North 76 degrees 56 minutes 00 seconds West, a distant of 8.00feet to a point or place of BEGINNING.

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **$20,875.16**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Wells Fargo Home Mortgage P O Box 14506 MACX2301-02D Des Moines, Ia 50306-9395	8/1/C004E	550-564 Newark St	3/12	$1,777.17
WFRETS, LLC ATT: Refunds/Financial Support 1 Home Campus MACX2302-038 Des Moines, Ia 50325	13/4/C0207	85-89 Harrison St	3/11	$2,282.23
Daniel James Byrne & J Vasilakos 83-87 Monroe St #5B Hoboken, NJ 07030	16/11/C005B	83-87 Monroe St	1/12	$2,662.45
P N C Mortgage 3232 Newmark Drive Miamisburg, OH 45342	32/24	112 Clinton St	3/12	$2,744.44
Wells Fargo Home Mortgage MACX2302-04D, Tax Dept. 1 Home Campus Des Moines, IA 50328	41/6/C0006	211 Adams St	1/12	$1,118.29
Affiliated Title Services, LLC 236 Washington St Toms River, NJ 08753	43/12/C001L	221 Clinton St	3/12	$362.06
Wells Fargo Home Mortgage P O Box 14506 MACX2301-02D Des Moines, IA 50306-9395	59/18/C002R	410 Jefferson St	3/12	$1,447.84

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Cretella, James & Catherine 88 High Street Glen Ridge, NJ 07028	89/12/C0202	501 Ninth St	3/12	$2,793.23
Ocwen Loan Servicing, LLC Tax/Escrow Department P O Box 24665 West Palm Beach, FL 33416-4665	114/1/C0616	1300 Grand St	3/12	$ 131.73
Van Dyk, Ralph & Amy 51 Mt Kemble Ave #403 Morristown, NJ 07960	168/27/C003B	624 Park Ave	4/10	$ 108.53
Wells Fargo Home Mortgage P O Box 14506 MACX2301-02D Des Moines, IA 50306-9395	181/17	632 Garden S t	3/12	$3,171.34
Marsh, Karen 705 Garden St Hoboken, NJ 07030	194/7	705 Garden St	1/12	$2,275.85

Meeting: October 17, 2012

Approved as to Form:

_____

CORPORATION COUNSEL

_____

Sharon Curran

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH GLUCK WALRATH AS SPECIAL LEGAL COUNSEL-MUNICIPAL HOSPITAL AUTHORITY DISSOLUTION TO THE CITY OF HOBOKEN TO COMMENCE OCTOBER 17, 2012 AND EXPIRE ON OCTOBER 16, 2013 FOR A NOT TO EXCEED AMOUNT OF FIVE THOUSAND DOLLARS ($5,000.00)

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

WHEREAS, the Administration has determined that Andrew Aronson of Gluck Walrath can provide the City with the most diligent legal representation in the following matters: Dissolution of the Municipal Hospital Authority; and,

WHEREAS, the City wishes to provide a not to exceed amount to the contract in an amount of Five Thousand ($5,000.00) Dollars; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $5,000.00 is available in the following appropriations 02-02-21-181-036 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Gluck Walrath to represent the City as Special Legal Counsel-Municipal Hospital Authority Dissolution be executed, for a term to commence October 17, 2012 and expire October 16, 2013, with a not to exceed amount of Five Thousand ($5,000.00) Dollars; and

BE IT FURTHER RESOLVED, the maximum hourly rate for said services shall be $150.00 per hour for attorneys; and,

BE IT FURTHER RESOLVED, that the contract shall cover only the matter expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Gluck Walrath represents the City in; and,

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Gluck Walrath; and

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION AWARDS A CONTRACT TO FINE WALL CORPORATION FOR THE RENOVATIONS TO THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH BID NO. 12-05 IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTEEN THOUSAND SIX HUNDRED DOLLARS ($315,600.00)

WHEREAS, the City of Hoboken's Police Headquarters are in need of renovation, in accordance with the City's specifications set forth in Bid No. 12-05; and,

WHEREAS, the City received eight (8) bid proposals for said services, of which the lowest three bidders were:

1. Fine Wall Corporation	Base Bid	- $ 300,000.00
	Alternate Bid A	- $ 9,600.00
	Alternate Bid B	- $ 2,000.00
	Alternate Bid C	- $ 4,000.00
2. Di Carolis Associates, Inc.	Base Bid	- $ 289,730.00
	Alternate Bid A	- $ 12,180.00
	Alternate Bid B	- $ 13,180.00
	Alternate Bid C	- $ 8,470.00
3. Accurate Construction, Inc.	Base Bid	- $ 335,820.00
	Alternate Bid A	- $ 16,320.00
	Alternate Bid B	- $ 2,000.00
	Alternate Bid C	- $ 9,800.00

WHEREAS, in accordance with the recommendation of Boswell McClave and the City's Qualified Purchasing Agent, the City wishes to award the contract to the lowest responsible responsive bidder, Fine Wall Corporation, for the Base Bid plus Alternates A, B and C, for a total contract amount of Three Hundred Fifteen Thousand Six Hundred ($315,600.00) dollars; and,

WHEREAS, said recommendations were made after consideration of a bid contest letter regarding Fine Wall Corporation's submission, and the Council hereby waives any alleged deficiencies, and finds any deficiencies in the submission to be non-fatal, in accordance with said recommendations; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $315,600.00 is available in the following appropriations C-04-60-711-210 in the CY2012 budget; and I further certify that this commitment together with all previously made

commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the Police Headquarters Renovations, as described in the specifications for Bid No. 12-05, for an amount not to exceed Three Hundred Fifteen Thousand Six Hundred ($315,600.00) dollars as follows:

1. The above recitals are incorporated herein as thought fully set forth at length.
2. No exceptions were noted in the bid proposal, and therefore none will be authorized under this contract.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This contract shall be subject to all liquidated damages clauses, performance and maintenance bond requirements, and time of performance obligations as described in the bid specifications.
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

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

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2012

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

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 12, 2012

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for Bid No. 12-05, Renovation to Police Headquarters

Reference: (a) Memorandum from Boswell McClave Engineering, same subject
(b) Bid Proposals

The City Clerk received seven (7) sealed bid packages on October 4, 2012. I publicly opened and announced the bid proposals from all bidders at the basement conference room.

Boswell McClave Engineering reviewed the bid documentation submitted by three lowest Bidders. Results and evaluation comments were provided in reference (a) and (b).

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

Total amount of the contract is $ 315,600.00. The vendor will be:

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

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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

October 4, 2012

Subject: BID OPENING – 12-05 – Renovation to Police Headquarters

Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on October 4, 2012 at 11:00 AM. The following personnel were present during the opening:

AL Dineros	- Purchasing Agent
Jennifer Mastropietro	- Buyer
Amanda Seguinot	- Purchasing Clerk
Joe Pomante	- Boswell Engineering
Jerry Lore	- Assistant, City Clerk

Representative from the bidders except, Di Carolis Associates and Fine Wall Corp.

The following bids were received:

1. Fine Wall Corporation	Base Bid	- $ 300,000.00
	Alternate Bid A	- $ 9,600.00
	Alternate Bid B	- $ 2,000.00
	Alternate Bid C	- $ 4,000.00
2. Di Carolis Associates, Inc.	Base Bid	- $ 289,730.00
	Alternate Bid A	- $ 12,180.00
	Alternate Bid B	- $ 13,180.00
	Alternate Bid C	- $ 8,470.00
3. Accurate Construction, Inc.	Base Bid	- $ 335,820.00
	Alternate Bid A	- $ 16,320.00
	Alternate Bid B	- $ 2,000.00
	Alternate Bid C	- $ 9,800.00
4. Brahma Construction Corp	Base Bid	- $ 369,882.00
	Alternate Bid A	- $ 17,837.00
	Alternate Bid B	- $ 4,628.00
	Alternate Bid C	- $ 8,067.00

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

5. ProComm System, Inc.	Base Bid	- $ 396,250.00
	Alternate Bid A	- $ 10,000.00
	Alternate Bid B	- $ 6,000.00
	Alternate Bid C	- $ 5,000.00
6. Tekton Development	Base Bid	- $ 433,500.00
	Alternate Bid A	- $ 27,500.00
	Alternate Bid B	- $ 5,500.00
	Alternate Bid C	- $ 7,500.00
7. Arco Construction Group	Base Bid	- $ 452,000.00
	Alternate Bid A	- $ 18,000.00
	Alternate Bid B	- $ 14,000.00
	Alternate Bid C	- $ 4,500.00

NOTE: This result is unofficial, all submitted documents is under review by Boswell Engineering and the Corporation Counsel. The Governing Body will award the contract within 60 days upon completion of the review process.

Accurate Construction Inc.

SBE/MBE/DBE

149 Alps Road, Wayne, New Jersey 07470

Phone: 973-872-9663 **Fax: 973-872-9664**

October 4, 2012

FILE NO. HO 467
RECEIVED
OCT - 4 2012
BOSWELL ENGR
SOUTH HACKENSACK

COPY

Boswell McClave Engineering Firm
330Phillips Ave
South Hackensack NJ 07606

RE: Review of lowest bidders

BID File 12-05
Renovation to police Headquarters, Hoboken NJ

Accurate Construction Inc Base Bid: $307,700.00

Dear Sir or Madam,

Please accept this letter as our formal protest to the potential award of the above referenced project to Di Carollis Associates & Fine wall, For the reasons outlined below:

Di Carollis Associates Base Bid -$289,730.00.

1. The Bid Form does not appear to be filled out properly; it is not clear whether or not the base bid includes all the alternate prices. Item # 1 on Sheet 30A should list the base bid with Alternates 2A, 3B& 4C being added to the base bid for a total bid price , This total should be reflected on sheet 27 of the bid documents .
2. It appears that Dicarollis did not secure or list a security integrator (SI) contractor for this project as required on the contract documents. **Drawing SE-1**

Fine wall Base Bid - $300,000.00

1. It appears that Fine Wall did not secure or list a security integrator contractor for this project as required on the contract documents. **Drawing SE-1**

As the lowest responsible bidder, we are prepared to move forward with this project immediately

If you require any information from us or would like to discuss this matter further, I can be reached at 973-417-7946. Your attention to the matter is appreciated in advance.

Sincerely,

David Trinidad
President

Accurate construction Inc

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-05 - RENOVATIONS TO POLICE HEADQUARTERS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-467

BID DATE: October 4, 2012 **TIME: 11:00 A.M.**

				DiCarolis Associates, Inc. 33 DeCarolis Court Hackensack, NJ 07601 201-342-2628 Tel 201-342-2536		Fine Wall Corporation 1404 Oak Tree Road, Suite 204 Iselin, NJ 08830 732-283-8210 Tel 732-283-1221 Fax		Accurate Construction, Inc. 149 Alps Road Wayne, NJ 07470 973-872-9663 Tel 973-872-9664 Fax		Brahma Construction Corp. 58 Wallington Avenue, Suite B Wallington, NJ 07057 973-249-1818 Tel 973-249-1955 Fax		Procomm Systems, Inc. 823 Uniontown Road Phillipsburg, NJ 08865 908-387-6930 Tel 908-387-6933 Fax	
ITEM NO.	**DESCRIPTION**	**PAY UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
	BASE BID												
1	Interior Renovations to Building	L.S.	1	$ 289,730.00	$ 289,730.00	$ 300,000.00	$ 300,000.00	$ 307,700.00	$ 307,700.00	$ 339,350.00	$ 339,350.00	$ 372,250.00	$ 372,250.00
	Total Base Bid Item				**$ 289,730.00**		**$ 300,000.00**		**$ 307,700.00**		**$ 339,350.00**		**$ 372,250.00**
	*** Denotes a difference in amount**												
ITEM NO.	**DESCRIPTION**	**PAY UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
	Alternate Bid 'A'												
2A	Grinding of existing terrazzo flooring and resealing	L.S.	1	$ 12,180.00	$ 12,180.00	$ 9,600.00	$ 9,600.00	$ 16,320.00	$ 16,320.00	$ 17,837.00	$ 17,837.00	$ 10,000.00	$ 10,000.00
	Total Alternate Bid 'A' Item				**$ 12,180.00**		**$ 9,600.00**		**$ 16,320.00**		**$ 17,837.00**		**$ 10,000.00**
	*** Denotes a difference in amount**												
ITEM NO.	**DESCRIPTION**	**PAY UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
	Alternate Bid 'B'												
3B	Provide protective wainscoting as specified to new lobby area as noted on finish plan	L.S.	1	$ 13,180.00	$ 13,180.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 4,628.00	$ 4,628.00	$ 6,000.00	$ 6,000.00
	Total Alternate Bid 'B' Item				**$ 13,180.00**		**$ 2,000.00**		**$ 2,000.00**		**$ 4,628.00**		**$ 6,000.00**
	*** Denotes a difference in amount**												
ITEM NO.	**DESCRIPTION**	**PAY UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
	Alternate Bid 'C'												
4C	Provide new aluminum soffit and lighting at existing main entrance canopy	L.S.	1	$ 8,470.00	$ 8,470.00	$ 4,000.00	$ 4,000.00	$ 9,800.00	$ 9,800.00	$ 8,067.00	$ 8,067.00	$ 5,000.00	$ 5,000.00
	Total Alternate Bid 'C' Item				**$ 8,470.00**		**$ 4,000.00**		**$ 9,800.00**		**$ 8,067.00**		**$ 5,000.00**
	*** Denotes a difference in amount**												

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-05 - RENOVATIONS TO POLICE HEADQUARTERS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-467

BID DATE: October 4, 2012 **TIME: 11:00 A.M.**

				Tekton Development Corp. 97 Bayard Lane New Brunswick, NJ 08901 732-247-9700 Tel 732-247-9750 Fax		Arco Construction Group 22-24 S. Seventh Street Elizabeth, NJ 07202 908-352-0067 Tel 908-352-3860 Fax							
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Interior Renovations to Building	L.S.	1	$ 393,000.00	$ 393,000.00	$ 452,000.00	$ 452,000.00		$ -		$ -		$ -
	Total Base Bid Item				**$ 393,000.00**		**$ 452,000.00**		**$ -**		**$ -**		**$ -**
	*** Denotes a difference in amount**												
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	Alternate Bid 'A'												
2A	Grinding of existing terrazzo flooring and resealing	L.S.	1	$ 27,500.00	$ 27,500.00	$ 18,000.00	$ 18,000.00		$ -		$ -		$ -
	Total Alternate Bid 'A' Item				**$ 27,500.00**		**$ 18,000.00**		**$ -**		**$ -**		**$ -**
	*** Denotes a difference in amount**												
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	Alternate Bid 'B'												
3B	Provide protective wainscoting as specified to new lobby area as noted on finish plan	L.S.	1	$ 5,500.00	$ 5,500.00	$ 14,000.00	$ 14,000.00		$ -		$ -		$ -
	Total Alternate Bid 'B' Item				**$ 5,500.00**		**$ 14,000.00**		**$ -**		**$ -**		**$ -**
	*** Denotes a difference in amount**												
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	Alternate Bid 'C'												
4C	Provide new aluminum soffit and lighting at existing main entrance canopy	L.S.	1	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00		$ -		$ -		$ -
	Total Alternate Bid 'C' Item				**$ 7,500.00**		**$ 4,500.00**		**$ -**		**$ -**		**$ -**
	*** Denotes a difference in amount**												

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

October 12, 2012

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

Re: Renovations to Police Headquarters
Bid No. 12-05
City of Hoboken
Hudson County, New Jersey
Our File No. HO-467

Dear Director Pellegrini:

On October 4, 2012, the City of Hoboken (City) received seven (5) bids for the *Renovations to Police Headquarters* project. As you are aware the construction costs for this project are being funded by the City. Below is a summary of the three (3) lowest bids.

Bidder	**Bid Amount**	
Fine Wall Corporation	$300,000.00	Base Bid Price
1404 Oak Tree Road, Suite 204	$ 9,600.00	Alt. Bid "A" Price
Iselin, New Jersey 08830	$ 2,000.00	Alt. Bid "B" Price
	$ 4,000.00	Alt. Bid "C" Price
	$315,600.00	**Total Bid Price (Base+Alt A+Alt B+Alt C)**
DiCarolis Associates, Inc.	$289,730.00	Base Bid Price
33 DiCarolis Court	$ 12,180.00	Alt Bid "A" Price
Hackensack, New Jersey 07601	$ 13,180.00	Alt Bid "B" Price
	$ 8,470.00	Alt Bid "C" Price
	$323,560.00	**Total Bid Price (Base+Alt A+Alt B+Alt C)**

Accurate Construction, Inc.	$307,700.00	Base Bid Price
149 Alps Road	$ 16,320.00	Alt Bid "A" Price
Wayne, New Jersey 07470	$ 2,000.00	Alt Bid "B" Price
	$ 9,800.00	Alt Bid "C" Price
	$ 335,820.00	**Total Bid Price (Base+Alt A+Alt B+Alt C)**

The remaining four (4) bidders submitted total bid prices (Base + Alt A + Alt B + Alt C) ranging from $369,882.00 to $488,500.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell McClave Engineering reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Fine Wall Corporation

1. Fine Wall Corporation did not provide the information regarding the security integrator as noted in a written protest received by this office (copy attached). Fine Wall Corporation did however list and provided documentation for the specialized "sub-prime" categories in accordance with NJSA 40A:11-16.

2. Fine Wall Corporation appears to have a complete submission.

DiCarolis Associates, Inc.

1. DiCarolis Associates, Inc. appears to have a discrepancy between the Bid Proposal form, page 27 and the Schedule of Prices, page 30A as noted in a written protest received by this office (copy attached). DiCarolis appears to have only listed the base bid price on the Bid Proposal form where the total bid price (base + alternates) was required. Boswell has computed the corrected extended total which should have been listed on the Bid Proposal form to reflect the totals denoted on the Schedule of Prices, pursuant to Section D, Paragraph 2 of the Submission of Bids section of the specifications which states, *"In the event there is an error of the summations of the extended totals, the computation by the City of the extended total shall govern."*

2. DiCarolis Associates, Inc. did not provide the information regarding the security integrator as noted in a written protest received by this office (copy attached). DiCarolis Associates, Inc. did however list and provided documentation for the specialized "sub-prime" categories in accordance with NJSA 40A:11-16.

3. DiCarolis Associates, Inc. appears to have a complete submission.

Accurate Construction, Inc.

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

LOW BID

Fine Wall Corporation submitted the apparent lowest responsible Total Bid (Base Bid + Alternate A + Alternate B + Alternate C) in the amount of $ 315,600.00.

RECOMMEDATION

It is our understanding that the City of Hoboken has adequate funding to award the total bid (Base Bid + Alternate A + Alternate B + Alternate C) for this project, therefore, Boswell McClave Engineering recommends that this contract be awarded to Fine Wall Corporation in the amount of $ 315,600.00.

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

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

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/jp
Attachment

cc: Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO $1,300,000 OF SPECIAL EMERGENCY NOTES OF THE CITY OF HOBOKEN; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES

BACKGROUND

WHEREAS, the Hudson County Board of Taxation, pursuant to its statutory duty to revise, correct, and equalize the assessed value of all property in the respective taxing districts (N.J.S.A. 54:4-47), has determined that the assessment of the City of Hoboken ("City") results in an unequal distribution of the tax burden within said municipality; and

WHEREAS, to correct said unequal distribution of the tax burden within the City, the Hudson County Board of Taxation, by order dated January 19, 2012, has ordered the City and its tax assessor to implement a municipal-wide revaluation to be completed in 2013 and to be effective for the 2014 tax year; and

WHEREAS, the Local Budget Law, Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law") authorizes, inter alia, municipalities to adopt ordinances authorizing special emergency appropriations; and

WHEREAS, pursuant to the Local Budget Law, it has been found necessary to make a Special Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, by a complete program of revaluation of real property in and for the City ("Project"); and

WHEREAS, N.J.S.A. 40A:4-53b provides that it shall be lawful to make such appropriation, which appropriation and/or the “special emergency notes” issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorized pursuant to this act; and

WHEREAS, the City Council has duly and finally adopted ordinance Z-204 appropriating the sum of $1,300,000 to pay the costs associated with the Project ("Ordinance"); and

WHEREAS, Section 55 of the Local Budget Law, N.J.S.A. 40A:2-55, authorizes the City to issue special emergency notes to finance the costs of the Project; and

WHEREAS, it is the desire of the City to issue its special emergency notes in the principal amount of up to $1,300,000, the proceeds of which will be used to pay the costs of the Project; and

WHEREAS, pursuant to the Local Budget Law and the Ordinance, it is the intent of the City Council to hereby authorize, approve and direct the issuance and sale of such special emergency notes, to ratify and confirm certain actions heretofore taken by or on behalf of the City, and to make certain related determinations and authorizations in connection with such issuance and sale.

NOW, THEREFORE BE IT RESOLVED, (by not less than two-thirds of all governing body members affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-55:

Section 1. Pursuant to the Local Budget Law, the issuance of special emergency notes of the City, to be designated, substantially, "City of Hoboken, County of Hudson, New Jersey, Special Emergency Notes of 201__" ("Notes"), in an aggregate principal amount of up to $1,300,000, is hereby authorized, approved, ratified and confirmed.

Section 2. The Chief Financial Officer, with the assistance of the law firm of Parker McCay P.A., Bond Counsel, is hereby authorized and directed to award and sell the Notes at a public or private sale at a price of not less than par, and to deliver the same to the purchaser thereof upon receipt of the payment of the purchase price thereof.

Section 3. At the next meeting of the City Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the City Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

Section 4. The Notes shall be dated the date of delivery thereof and mature no later than one year from said date. The Notes will not be subject to redemption prior to maturity.

Section 5. The Notes may be renewed from time to time; provided, however, that such Notes and any renewals shall mature and be paid in the amount of not less than one-fifth of the total amount appropriated by the Ordinance in each year after the authorization thereof in accordance with the provisions of Section 55(b) of the Local Budget Law, **N.J.S.A. 40A:4-55(b).**

Section 6. The Notes shall be executed in the name of the City by the manual or facsimile signatures of the Chief Financial Officer, and shall be under the corporate seal of the City affixed, imprinted, or reproduced thereon, and attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk.

Section 7. The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the City without limitation as to rate or amount.

Section 8. The City hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners

thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 9. The City hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 10. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 11. The Chief Financial Officer is hereby authorized and directed to file, in the name of the City, with the Director of the Division of Local Government Services, the statement required by the Local Finance Board.

Section 12. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Director of Finance, Chief Financial Officer, City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 13. The Director of Finance, Chief Financial Officer and City Clerk are hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Chief Financial Officer or City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 13. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 14. Two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

Section 15. This Resolution shall take effect immediately upon adoption this 17th day of October, 2012.

Meeting Date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				

David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION APPROVES THE LICENSE APPLICATIONS OF THE BELOW LISTED LIGHT AND HEAVY TOWING SUPPLY COMPANIES FOR A TERM TO COMMENCE AT 1200H ON OCTOBER 18, 2012 AND TERMINATE AT 1200H ON DECEMBER 31, 2013

WHEREAS, the City Code, at Chapter 184, allows the City to authorizes both heavy and light duty towing licenses to qualified, responsive applicants; and,

WHEREAS, the City of Hoboken has received responsive applications from the following towing service providers who have certified to their qualifications in their applications:

Provider	Heavy Tow License	Light Tow License
Johns Main Auto Body 1445 Union Turnpike North Bergen, NJ 07047	Yes	Yes
Logan Towing, Inc. 45 Lewis Avenue Jersey City, NJ 07506	Yes	Yes
Mile Square Towing, LLC 1520-1530 Jefferson Street Hoboken, NJ 07030	No	Yes
Truchan Brothers Auto & Towing, Inc. 626-630 Communipaw Avenue Jersey City, NJ 07304	Yes	Yes

WHEREAS, the grant of each above listed license shall be at all times subject to the obligations and regulations found in the Hoboken City Code, as well as any and all state and federal regulations applicable to such services; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the above listed towing service providers be provided with heavy and/or light duty towing licenses for a period to commence at 1200H on October 18, 2012 and terminate at 1200H on December 31, 2013, subject to the following:

a) The licenses granted herein are at all times subject to all applicable local, state and federal laws, including without limitation Chapter 184.
b) If any of the information provided during the application process is found to be untruthful or false, or shall become false during the course of the license, the license granted may be summarily revoked.
c) All licensees shall maintain compliance with all applicable affirmative action laws, rules and regulations during the period of the license, and shall indemnify

the City of Hoboken for any damages, costs and fees resulting from alleged violations.

Meeting Date: October 17, 2012

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH VOGEL, CHAIT, COLLINS & SCHNEIDER FOR THE SERVICES OF TOM COLLINS, ESQ. AS SPECIAL COUNSEL FOR LITIGATION IN THE MATTERS OF BLOCK 112 DEVELOPMENT, LLC, DOCKET NO. HUD-L-6010-10 AND URSA DEVELOPMENT GROUP, LLC V. CITY OF HOBOKEN, DOCKET NO. HUD-L-6449-11, TO INCREASE THE NOT TO EXCEED AMOUNT BY $35,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $135,000.00

WHEREAS, Tom Collins was awarded a contract on December 21, 2011, and the contract was amended on January 4, 2012 pursuant to City Council resolutions and corresponding executed contracts; and,

WHEREAS, the City of Hoboken continues to have outstanding litigation relating to the Matter of Block 112 Development, LLC, Docket No. HUD-L-6010-10; and,

WHEREAS, the City of Hoboken continues to have outstanding litigation in the matter of URSA Development Group, LLC v. City of Hoboken, Docket No. HUD-L-6449-11; and,

WHEREAS, this special expertise and knowledge, as well as the emergent need for continuous expert legal representation, provide a basis for continuance of the waiver of the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), as permitted by the Ordinance with regard to Tom Collins, Esq.; and,

WHEREAS, Vogel, Chait, Collins & Schneider is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) and the affirmative action contract compliance requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

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

WHEREAS, said services require the City to amend the contract sum for an increased not to exceed amount of Thirty Five Thousand ($35,000.00) Dollars, which results in a total not to exceed amount of One Hundred Thirty Five Thousand ($135,000) Dollars; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $60,000.00 is available in the following appropriations 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the whole Council concurring*) that the professional service contract between the City of Hoboken and Vogel, Chait, Collins & Schneider be amended as follows:

1. The services of Tom Collins, Esq. shall be retained for a term to commence immediately upon adoption of this Resolution and to terminate on December 31, 2012;
2. Tom Collins, Esq. shall be retained Special Legal Counsel – Litigation to represent the City in the matter of Matter of Block 112 Development, LLC,

Docket No. HUD-L-6010-10 and the Matter of URSA Development Group, LLC v. City of Hoboken, Docket No. HUD-L-6449-11;

3. The not to exceed amount of the contract shall be increased by Thirty Five Thousand ($35,000.00) Dollars for a total not to exceed amount of One Hundred Thirty Five Thousand ($135,000.00), with a maximum hourly rate of $150.00/hour for attorneys, $50/hour for paralegals, and $20/hour for support staff;
4. The contract shall state that the attorney must provide the City with written notice when 80% of the not to exceed amount has been invoiced, and prior to incurring costs above the not to exceed amount, the attorney shall await Council approval of an increase in the not to exceed amount, or in the alternative, and as necessary to protect the City's legal interests until the Council has the opportunity to consider the not to exceed amount, shall proceed with the prior written approval of the City's Corporation Counsel.

BE IT FURTHER RESOLVED that the City Council specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), is waived for the following reasons: (1) failure to obtain immediate legal counsel will jeopardize the City's legal position; and, (2) the firm of Vogel, Chait, Collins & Schneider offers the City special expertise and substantive knowledge relating to the legal issues underlying the above referenced litigation and redevelopment issues; and

BE IT FURTHER RESOLVED that this approval by the City Council is contingent upon Vogel, Chait, Collins & Schneider complying with all requirements of Hoboken Code Section §20A-1 et seq. and all requirements of the Affirmative Action laws and regulations of the State of New Jersey, and failure to comply with all requirements within fifteen (15) days of the adoption of this Resolution shall render this resolution null and void; and

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

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and terminate on December 31, 2012.

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH LITE DEPALMA GREENBERG FOR THE SERVICES OF VICTOR AFANADOR, ESQ. AS SPECIAL LEGAL COUNSEL-RENT CONTROL LITIGATION TO THE CITY OF HOBOKEN FOR A TERM TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $60,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $235,000.00

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

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

WHEREAS, the evaluation committee scored Lite DePalma Greenberg's proposal the highest for said services, the Administration has presented Lite DePalma Greenberg as the City's Special Legal Counsel-Rent Control Litigation for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

WHEREAS, the City wishes to amend the firm's contract to increase the not to exceed amount through the end of CY2012; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $60,000.00 is available in the following appropriations 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Lite DePalma Greenberg to represent the City as Special Legal Counsel-Rent Control Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by Sixty Thousand Dollars ($60,000.00) for a total not to exceed amount of Two Hundred Thirty Five Thousand ($235,000.00) Dollars; and

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

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

BE IT FURTHER RESOLVED, that Lite DePalma Greenberg LLC was appointed earlier in 2012 to provide investigative services to the City with regards to an Affirmative Action issue, and the herein contract and not to exceed amount shall include the within described investigative services; and,

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

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH FLORIO & KENNY FOR THE SERVICES OF THE FIRM AS SPECIAL LEGAL COUNSEL-RENT CONTROL BOARD ATTORNEY TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $2,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $21,000.00

WHEREAS, the City previously appointed and contracted for the services of Florio and Kenny to serve as Special Legal Counsel-Rent Control Board Attorney for the City of Hoboken by resolution dated 5/2/12; and,

WHEREAS, the City wishes to amend the current contract to increase the not to exceed amount by Two Thousand ($2,000.00) dollars; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $2,000.00 is available in the following appropriations 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Florio & Kenny, to represent the City as Special Legal Counsel-Rent Control Board Attorney be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by Two Thousand Dollars ($2,000.00) for a total not to exceed amount of Twenty One Thousand ($21,000.00) Dollars; and

BE IT FURTHER RESOLVED that the remaining contract terms shall remain unchanged; and,

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

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				

James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH FLORIO KENNY AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY THIRTY FIVE THOUSAND ($35,000) DOLLARS FOR A TOTAL NOT TO EXCEED AMOUNT OF $58,000.00

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

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

WHEREAS, Florio Kenny is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. Mile Square Towing v. COH (both the trial and appellate matters)
2. Jimenez v. COH

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 is available in the following appropriations 02-01-20-156-020 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Florio Kenny be executed to represent the City as Special Legal Counsel-Outstanding Litigation Mile Square (appellate and trial level) and Jimenez, for a term to commence January 1, 2012 and expire December 31, 2012, for an increased not to exceed amount of Thirty Five Thousand ($35,000), for a total not to exceed amount of Fifty Eight Thousand ($58,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which Florio Kenny has with the City during the contact duration described herein; and,

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

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

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

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH BENJAMIN CHOI, ESQ. FOR SERVICES AS ALTERNATE MUNICIPAL PROSECUTOR FOR A ONE (1) YEAR TERM TO COMMENCE ON JANUARY 1, 2012 AND TERMINATE ON DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $3,500.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $8,500.00

WHEREAS, Benjamin Choi, Esq. was appointed alternate municipal prosecutor and entered into a professional service contract for said services with the City in accordance with the fair and open process; and,

WHEREAS, the City must increase the not to exceed amount of the contract by Three Thousand Five Hundred ($3,500.00) dollars; and,

WHEREAS, Benjamin Choi, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $3,500.00 is available in the following appropriations 201-20-155-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the \CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED that an amended professional services contract be authorized with Benjamin Choi, Esq. for the services of alternate municipal prosecutor from January 1, 2012 through December 31, 2012, which shall include the following terms:

1. The alternate Municipal Prosecutor shall appear at least thirty minutes prior to every Municipal Court session, as needed and as requested by the Municipal Prosecutor.
2. The Municipal Court Sessions are generally scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The alternate Municipal Prosecutor is also required to appear for a special session on a Monday or Friday if one of the two Municipal Court Judges calls a special session and the municipal prosecutor requests the alternate's presence.
4. The alternate Municipal Prosecutor shall contact and arrange for the appointed alternate municipal court prosecutor(s) for services upon the sickness, vacation or other absence of the City's regular Municipal Prosecutor. The alternate prosecutors may also be contacted by the Municipal Court Prosecutor to provide prosecuting services when conflicts arise which prevent the regular prosecutors from performing their duties to the City on a case specific basis.
5. The not to exceed amount of the contract shall be increased by $3,500.00 for a total not to exceed amount of $8,500.00; and,

BE IT FURTHER RESOLVED Benjamin Choi, Esq. shall be considered a per-diem non-employee, shall be entitled to $300.00 per court session in lieu of any and all other fees and benefits; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

BE IT FURTHER RESOLVED that this appointment and accompanying contract be for a one (1) year term to commence on January 1, 2012 and expire on December 31, 2012; and,

BE IT FURTHER RESOLVED Benjamin Choi, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY 2012 MUNICIPAL BUDGET

FY 2011 PORT SECURITY GRANT PROGRAM FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

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

WHEREAS, the City of Hoboken has received notice of an award of $297,000.00 from the FY2011 Port Security Grant Program for The Port Authority of New York & New Jersey and wishes to amend its CY 2012 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of…….$297,000.00.
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
Revenues Off-set with
Appropriations:
PANYNJ Port Security Grant $297,000.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $ 297,000.00
Be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Revenues Off-set with
PANYNJ Port Security Grant $297,000.00

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

MEETING DATE: October 17, 2012

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to Form:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AWARD OF $297,000.00 FROM THE FY2011 PORT SECURITY GRANT PROGRAM FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WHEREAS, pursuant to a previous resolution, the Hoboken Fire Department submitted to the City Council of the City of Hoboken a resolution with a Subgrant Agreement with The Port Authority of New York and New Jersey (the "Port Authority") for the purpose of obtaining funding for the purchase of a marine vehicle for use by the Hoboken Fire Department; and

WHEREAS, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the Subgrant Agreement; and

WHEREAS, the Administration was subsequently notified that it was awarded an additional $297,000.00 for FY 2011 from the Port Authority, which allows the Administration to purchase additional equipment, including outboard motors, dewatering pumps, night vision goggles, and night optical monoculars, for the marine vehicle; and

WHEREAS, the City's acceptance of the grant funds requires an upfront cost of $297,000.00, which will be reimbursed in full by the Port Authority and does not require any municipal match for those funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the above-referenced grant is hereby accepted, and the Mayor or her designee is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken; and be it

FURTHER RESOLVED that the Mayor may provide additional information and furnish such documents as may be required and that the City Clerk is hereby authorized to attest and affix the City seal to this resolution.

Date of Meeting: October 3, 2012

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 3 2012

James J. Farina

CITY CLERK

CITY OF HOBOKEN
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE
ISO Class 1 Department
HEADQUARTERS
201 Jefferson Street, Hoboken, N.J. 07030

RICHARD BLOHM
CHIEF OF DEPARTMENT

PHONE (201) 420-2258
FAX (201) 420-2224

Date: August 10, 2012

To: Dawn Zimmer
Mayor City of Hoboken

From: Richard Blohm
Fire Chief

Re: Award No: 2011-PU-K00254 (FY11 Port Security Grant Program

Dear Mayor Zimmer: I am pleased to announce that we have received notification for another sustainment grant from Port Security in the amount of $297,000 for our fire boat. There is no matching fund requirement in order to accept this grant. This funding is earmarked for very specific equipment itemized in the body of the attached document.

This agreement initially came to my office with a signatory line for me to sign off on. I contacted Port Authority and asked them to replace my name on the signatory line and insert yours in its place as the authorizing entity.

Please advise how you wish to proceed regarding acceptance of this grant. This particular funding was discussed many times both in conversation with you and also in open meetings with the council when we were discussing the feasibility of accepting the funding for our fire boat.

Please contact me if you have any questions.

Sincerely,

Richard Blohm
Fire Chief

THE PORT AUTHORITY OF NY & NJ

Brian P. Lacey
Director, Office of Emergency Management

July 31, 2012

Fire Chief Richard Blohm
Hoboken Fire Department
201 Jefferson Street
Hoboken, NJ 07030

RE: Award No: 20P1-PU-K00254 (FY11 Port Security Grant Program, Port of New York and New Jersey)

Dear Fire Chief Richard Blohm,

I am pleased to inform you that your application for Fiscal Year 2011 Port Security Grant Program subgrant has been approved as set forth below, subject to your compliance with the terms and conditions of the enclose Subgrant Agreement:

Investment Justification Project Title	Project Cost	Grant Request
Response Equipment	$ 297,000	$ 297,000

If your organization wishes to accept the award, a duly authorized official must sign both copies of the enclosed Subgrant Agreement, Assurances - Non-Construction and the Certification Regarding Lobbying forms on behalf of your organization, and return both of them to my office for signing by the Port Authority on behalf of the United States Department of Homeland Security, Federal Emergency Management Agency. A fully executed original will then be returned to you.

The Subgrant Agreement describes among other things, the administrative and financial requirements of the grant, including the timely submission of financial and programmatic reports.

Please returned the signed agreements and direct all questions concerning this award to Charles Agro, Manager, Logistics and Resources at 201-595-4690.

Sincerely,

Brian P. Lacey
Director, Office of Emergency Management

241 Erie Street, Room 202
Jersey City, NJ 07310
T: 201 595 4674 F: 201 595 4677

blacey@panynj.gov

SUBGRANT AGREEMENT
between
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
and
THE CITY OF HOBOKEN, acting by and thru the
HOBOKEN FIRE DEPARTMENT

DHS Award Number 2011 - PU - K00254

CFDA 97.056

This Subgrant Agreement (Agreement) is between The Port Authority of New York and New Jersey (PANYNJ), a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, with offices located at 225 Park Avenue South, New York, New York 10003, and the City of Hoboken, acting by and thru the Hoboken Fire Department, (Subgrantee) with offices located at 201 Jefferson Street., Hoboken, NJ 07030 (collectively, the Parties).

WHEREAS, on September 10, 2011, the PANYNJ and the United States Department of Homeland Security (DHS) entered into a Cooperative Agreement whereby DHS awarded a FY 2011 Port Security Grant (PSGP Grant) to the PANYNJ, to be administered by the PANYNJ as fiduciary of the DHS;

WHEREAS, the Subgrantee submitted a funding request (Investment Justification) to the PANYNJ, through the Port of New York and New Jersey Area Maritime Security Committee (AMSC), for a PSGP Subgrant for the Project described in the Investment Justification (Project); and

WHEREAS, AMSC reviewed and recommended the Project for funding on May 31, 2011, and DHS submitted the release of funds for the Project on March 2, 2012.

NOW THEREFORE, the Parties agree as follows:

1. **Subgrant Award**

The PANYNJ, for and on behalf of the DHS, will provide federal assistance for the Project consistent with the approved Project Investment Justification and Budget (Attachment A), as follows:

Investment Justification - Project Title	Project Cost	Grant Award
Response Equipment	$297,000	$297,000

2. **Effective date, term and modifications to this Agreement**

This Agreement will be in effect on the latest date of execution by the Parties and shall terminate on August 31, 2014, unless extended. Any extension or modification of this Agreement must be made in writing and duly executed by both Parties.

All Project changes, including extensions, modifications, changes to the funding implementation plan, and allocation for management and administration, shall require the approval of the PANYNJ, which will seek approval from AMSC, Captain of the Port (COTP) and DHS, where required.

3. **Termination**

PANYNJ may, at its sole discretion, terminate this Agreement if Subgrantee has failed to adhere to the terms, conditions, obligations and/or requirements of this Agreement. Subject to DHS approval, PANYNJ will provide Subgrantee sixty (60) days to cure the terms, conditions, obligations or requirements that the PANYNJ claims the Subgrantee has failed to adhere to.

4. **Program Requirements and Subgrantee's obligations**

(A) The Subgrantee hereby agrees to comply with all federal, state and local laws and regulations that apply to the Project and the PSGP Grant.

(B) **The Subgrantee is required to read and conform to all requirements of the Port Security Grant Program Guidance and Application Kit Sections I and II, and by signing this Agreement, the Subgrantee hereby certifies that it accepts those requirements as binding. The Port Security Grant Program Guidance and Application Kit Sections I and II are available from the PANYNJ upon request, or on-line at:**

http://www.fema.gov/government/grant/psgp/index11.shtm

(C) Subgrantee shall comply with and execute, simultaneously with the execution of this Agreement, the following Assurances, Certifications and Special Conditions:

i. Assurances for Non-Construction Projects, OMB Standard Form 424B (attached to this Agreement as **Attachment B**);

ii. Certification Regarding Lobbying (attached to this Agreement as **Attachment C**) **[for non government companies, include certification regarding lobbying, debarment and suspension]**;

iii. Agreement Articles I thru XII of the PSGP Grant (attached to this Agreement as **Attachment D**).

5. **Request for reimbursement**

Reimbursement Request Form: The Subgrantee shall pay for all Project Costs upfront, and submit a request for reimbursement of Allowable Project Costs (as such costs are defined in the FY 2011 Port Security Grant Program Guidance and Application Kit) to the PANYNJ on the Reimbursement Request Form to be provided by the PANYNJ to the Subgrantee for this purpose. Each Reimbursement Request Form must be signed by an official of the Subgrantee with authority to bind the Subgrantee.

Supporting Documentation: All reimbursement requests must include supporting documentation that provides detailed itemization of all expenditures incurred, including purchase orders, vendor contracts, invoices, proof of payment and any other supporting documentation requested by PANYNJ or DHS. Proof of payment includes cancelled checks, wire transfers, electronic payments and/or bank debit advice.

Schedule of reimbursement requests: The Reimbursement Request Form and Supporting Documentation must be transmitted to the PANYNJ on a quarterly basis, no later than ten (10) business days following the end of each quarter, at the following address:

The Port Authority of New York and New Jersey
Attn: PSGP Fiduciary Agent
c/o Port Security Grant Manager
241 Erie Street, Room 202
Jersey City, New Jersey 07310.

Upon receipt of the Reimbursement Request Form(s) duly completed and signed, PANYNJ shall process such request(s) and issue payment to the Subgrantee within thirty (30) days after receipt of PSGP Grant funds from DHS for the Project. Reimbursements shall be made to Subgrantee via Automated Check Handling (ACH) or wire transfer. All expenditures must be consistent with the goals and objectives of the Investment Justification and the Project's Budget.

Reimbursement subject to availability of funds: The Subgrantee recognizes and agrees that all funding identified in this Agreement is expressly dependent upon the availability of PSGP Grant funds from DHS. A failure of the PANYNJ to make payments under this Agreement or to observe or perform any of its terms and conditions as a result of failure by the DHS to appropriate PSGP Grant funds shall not in any manner constitute a breach of this Agreement. Reduction or termination of this Agreement shall not apply to Allowable Project Costs already incurred by the Subgrantee where PSGP Grant funds are available to PANYNJ for payment of such costs.

6. **Reports: Quarterly Progress Reports and Closeout Reports**

(A) Quarterly Progress Reports: The Subgrantee shall submit Quarterly Progress Reports to communicate the status of the Project's activity to the PANYNJ as stated below. The Quarterly Progress Reports should include a detailed accounting of the fiscal activity incurred within the reporting period. The Subgrantee is required to submit Quarterly Progress Reports for every quarter this Agreement is active, including periods where there is no Project activity. PANYNJ may withhold reimbursements if report(s) is/are delinquent.

Quarter	Period Covered	Due Date
First Quarter	June 1st – August 31st	September 15th
Second Quarter	September 1st – November 30th	December 15th
Third Quarter	December 1st – February 28th	March 15th
Fourth Quarter	March 1st – May 31st	June 15th

(B) Final Closeout Report: The Subgrantee is required to submit a separate final report for the Project upon full completion of the Project's activity (Final Closeout Report), in a form to be provided by PANYNJ to the Subgrantee for this purpose. The Final Closeout Report should include an overview of the Project and fiscal activity conducted. The Final Closeout Report is due within sixty (60) days of the Subgrantee advising the PANYNJ in writing of the Project's completion. The PANYNJ, at its discretion, may withhold reimbursement funds until it receives the duly completed Final Closeout Report.

7. **Equipment and Training**

I. **Equipment purchased for the Project**

With respect to Equipment purchased for the Project, if any, the following provisions shall apply:

(A) Title: The Subgrantee shall hold title to the Equipment and keep it free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies, and executions. The Subgrantee shall give the PANYNJ immediate written notice of any such legal proceedings or encumbrances and indemnify the PANYNJ for any loss caused thereby.

(B) Use of Equipment: The Subgrantee shall provide the Equipment's serial and model number(s) to the PANYNJ, and shall properly track and account for the Equipment until the Equipment is disposed of. The Equipment may only be used

by the Subgrantee for the purposes described in the Project's Investment Justification, even if the Project is no longer supported with federal funds.

(C) Maintenance Plan for the Equipment: The Subgrantee shall store, operate, repair, maintain and insure the Equipment adequately during its useful life or earlier disposition.

(D) Disposition: Subgrantee cannot sell, destroy or otherwise dispose of the Equipment without prior approval of the PANYNJ and the DHS. The Subgrantee shall submit notice and request for approval to the PANYNJ for the disposition of the Equipment. Such notice and request shall state the reasons why the Subgrantee wishes to dispose of the Equipment. The disposition of the Equipment and Subgrant refund obligations, if any, shall be decided solely by the DHS in accordance with applicable laws and regulations, including 44 CFR Part 13.

II. Training and Exercises conducted for the Project

With respect to Training and exercises conducted for the Project, if any, the following provisions shall apply:

(A) Training. Funds used for training purposes are limited to courses (including Maritime Transportation Security Act (MTSA) 109 courses) approved by the Maritime Administration of the United States Department of Transportation (MARAD), the United States Coast Guard (USCG) or the Federal Emergency Management Act (FEMA) (Eligible Training). Information on Eligible Training may be obtained at:

- http://marad.dot.gov
- http://www.uscg.mil/stcw/security.pdf
- http://www.fema.gov/prepared/train.shtm

(B) Overtime and Backfill Costs. Certain overtime and backfill costs associated with sending state and local government personnel to Eligible Training may be allowable. Private sector entities and private sector personnel are not eligible for overtime and backfill cost reimbursement.

(C) Fringe Benefits. Certain employers' contributions under the Federal Insurance Contributions Act, the Workers' Compensation, and the Unemployment Compensation may be allowable.

(D) Dual Compensation not allowed. Employees may not receive compensation from their organizations, units or agencies of government AND from the Subgrant for the same time period, even if such work may benefit both activities.

(E) Exercises. Funds may be reimbursed for permitted exercises that directly support facilities and port areas defined in the MTSA. The exercises must be

coordinated with the COTP and AMSC, and adhere to the guidelines outlined in DHS Homeland Security Exercise and Evaluation Program (HSEEP). More information on HSEEP may be found at: https://hseep.dhs.gov/pages/1001_About.aspx

8. **Audits**

(A) Fiscal Audits: This Agreement is subject to fiscal audits by the PANYNJ, pertinent federal agencies, and their designated entities to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to the Subgrant (Fiscal Audits). The PANYNJ will provide 72 hours advance notice (by telephone, electronic mail or first class mail) to Subgrantee of upcoming PANYNJ audits, and provide notice of upcoming DHS audits if and when it is notified by DHS of such audits. It shall be Subgrantee's sole responsibility to repay DHS or the PANYNJ any grant funds that are found to be disallowed expenditures after audit.

(B) The Sub-grantee shall perform audits as specified in the United States Office of Management and Budget (OMB) Circular A-133. If an independent audit of the Sub-grantee has findings, the Sub-grantee shall immediately forward a copy of such findings to the PANYNJ. If the independent audit does not have findings, then the Sub-grantee shall submit a copy of such audits to the PANYNJ upon request. PANYNJ may withhold reimbursements if the Sub-grantee fails to perform audits if required under OMB Circular A-133, or fails to provide PANYNJ with a copy of its audits and/or findings as required under this Agreement.

(C) Site Visits: The PANYNJ, DHS and other entities designated by the PANYNJ or DHS may perform site visits to ascertain the Project's activity and progress. The PANYNJ will provide to the Subgrantee if possible advance notice of such visits.

9. **Subgrant related transactions – no commingling**

(A) Subgrantee shall ensure that PSGP Subgrant funds are not commingled with other transactions of the Subgrantee. This includes with respect to the Project, the establishment of unique budget codes, a separate cost center, and/or a separate chart of accounts for the Subgrant.

(B) Expenditures must be cross-referenced to supporting sources (for example, purchase orders, invoices, contracts, leases, timesheets, mileage logs, etc.).

(C) Subgrantee agrees that it shall maintain adequate internal controls and adhere to accounting principles generally accepted in the United States of America.

10. Notices

Except for reimbursement requests pursuant to Section 5, all notices or other communications from either Party relating to this Agreement shall be transmitted:

(A) by electronic mail; **and**
(B) by first-class mail, hand-delivery or reputable express courier

to the other Party, at the address noted below or such other addresses as a Party may designate for itself in writing from time to time.

The Port Authority of New York and New Jersey
Office of Emergency Management
Attention: Brian Lacey, Director
241 Erie Street, Room 202
Jersey City, NJ 07310
blacey@panynj.gov

and if to the Subgrantee, to the **Authorizing Official(s)** of the Subgrantee set forth in **section I.B. of the Investment Justification(s)**, or such other address(es) as the Subgrantee may designate for itself in writing from time to time.

11. Insurance

The Subgrantee shall require all contractors providing work, services and/or Equipment funded in whole or in part by this PSGP Subgrant to obtain and provide to the Sungrantee evidence of commercial general liability insurance covering the obligations of the Subgrantee under this Agreement until the Equipment is accepted by the Subgrantee. It is the Subgrantee's responsibility to maintain and ensure that the type and limits of coverage are accurate and sufficient to cover all claims as they relate to the production, delivery and installation of the Equipment.

12. No Port Authority Liability

The Port Authority shall have no responsibility of any kind for any agreement, contract or project utilizing funds provided under this Subgrant Agreement. Without limiting the generality of the foregoing, the Port Authority shall have no responsibility for the design, effectuation, maintenance, ongoing operation or any other aspect (including any environmental matters) of the Project or any contract entered into in connection with this Subgrant or this Subgrant Agreement. Between the Port Authority and the Subgrantee, the Subgrantee assumes all risks of loss or damage to property or injury to or death of persons, and risks of other damages, to whomsoever occurring, arising out of or in any way connected with or related to any of the Project(s), including, without limitation, the design, effectuation, maintenance, operation or any other aspect

(including any environmental matters) of the Project. The Port Authority shall have no responsibility for providing any monies for the Project except as provided in this Agreement.

13. No Personal Liability

Neither the Commissioners of PANYNJ nor any of them, nor any officer, agent or employee thereof, shall be charged personally with any liability, or held personally liable under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

14. Disadvantaged Business Enterprises

Subgrantee assures PANYNJ that it will make every good faith effort to provide for meaningful participation by Disadvantaged Business Enterprises (DBEs) in all subcontracting opportunities associated with this Agreement and the Project, including purchase of equipment, supplies and labor services. The following are illustrative of good faith efforts:

1. Dividing the services and materials to be procured into small portions, where feasible.
2. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such DBEs as may be appropriate.
3. Soliciting services and materials to be procured from the Directory of DBEs. The New York State Unified Certification Program (UCP) directory is available on-line at www.nysucp.net. New Jersey's UCP is available on line at www.njucp.net.
4. Ensuring that progress payments are made to DBEs on a timely basis.
5. Assisting DBEs in obtaining bonding or insurance where appropriate.

15. Taxes, licenses, certifications, permits and other examination fees and excises

The Subgrantee shall pay all taxes, licenses, certifications, permits and other examination fees and excises that may be assessed on its property or operations relating to the Project and shall make all applications, reports and returns required in connection therewith.

16. Assignment

The Subgrantee shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this Agreement or any part herein, or of its right, title or interest in this Agreement or in any equipment purchased hereunder, or of its authority to execute this Agreement without the previous consent in writing of the PANYNJ and the DHS/FEMA.

17. **Agreement in full**

This Subgrant Agreement, including the Attachments, is the entire agreement of the Parties, the Parties having made the Subgrant Agreement the final and complete expression of their agreement. In the event of a discrepancy between this Agreement and the Program Requirements, the Program Requirements shall control.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the dates indicated.

Subgrantor:
The Port Authority of New York and New Jersey

_____Date: _____
By: Stephanie Dawson
Title: Acting Chief Operating Officer

Sub-Grantee:
Hoboken Fire Department

_____Date: _____
By: Dawn Zimmer
Title: Mayor

Attachment A – Investment Justification

FY11 Port Security Grant Program
Investment Justification

Investment Heading	
Port Area	New York/New Jersey
Applicant	Hoboken Fire Department
Investment Name	Response Equipment
Investment Amount	$297,000

COTP Comments & Ranking:

The proposed investment was reviewed and approved by the United States Coast Guard (USCG) Captain of the Port (COTP) or his designee in coordination with the Area Maritime Security Committee (AMSC). This investment is consistent with the approved Port Wide Strategic Risk Management Plan (SRMP) and the COTP priorities and meets all criteria for the Port Security Grant Program (PSGP) as identified in the FY11 Grant Guidance. This project ranked 9 out of 42 projects and scored 14.90 points; (out of 20 maximum) by the COTP or his designee.

I.A. Provide a brief abstract for this Investment.

The Hoboken Fire Department is seeking funding for a variety of equipment that will increase our department's effectiveness in its ability to respond to and mitigate emergencies on or near the water during both day and night time operations; assist vessels in distress, attack shipboard and waterside fires and detect radiological threats. The requested equipment will also help ensure that our vessels are serviceable and able to provide twenty four (24) hour coverage.

As the threat to our port increases, our ability to respond must meet or exceed the identified threat. This equipment has been identified by the AMSC Response & Recovery Sub Committee as the minimum set of standardized equipment that all fire boats in the Port of New York and New Jersey (Port of NY/NJ) should have onboard or available to their unit. Standardizing the equipment will enhance each Department's ability to respond in a Mutual Aid situation as well as to facilitate training, drills and exercises across jurisdictions.

The following equipment would be purchased under this grant proposal and placed on our twenty seven foot (27') fire/rescue vessel that is being purchased under a FY07 PSGP award to the New Jersey Office of Homeland Security and Preparedness (NJOHSP) which is scheduled for delivery in September of 2011.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

1) Outboard motors - greatly enhances the ability of the vessel to be operational when needed. Routine maintenance is a necessary part of an emergency vessel's operating guidelines and these motors will help to ensure the vessels are ready when needed. Mechanical breakdowns are inevitable but with procurement of these motors, the down time will be drastically reduced and kept to a minimum, which will provide better Port Security.
2) Forward Look Infrared (FLIR) – provides extended capabilities, not only during night time operations, but when conducting shipboard fire operations or tank vessel fires by providing us with the ability, not only to detect pockets of heat but actual temperature. The FLIR will also allow us to accurately see the true levels of products in tank vessels. This will help inform the incident commander as to whether the product is leaking or heating up.
3) Dewatering Pumps - provides the ability to respond and actually help salvage a vessel stricken by a terrorist attack or even an act of nature or equipment failure. The pumps will also allow for dewatering of vessels that take on water during a fire attack thus providing safety to both the vessels crew and the firefighting crew.
4) Night Vision Goggles - ensure that the firefighters can provide an adequate response to emergencies not only during evening hours but also during fire fighting conditions such as smoke and fog when visibility is severely limited. The night vision is imperative for the safety of the firefighters and to efficiently complete our tasks.
5) Radiological Isotope Identification Devise (RIID) – the RIID's provide an early warning of radiological attacks and provide information for the crew's safety in the event of a radiological attack.
6) Monitor with Nozzle - the automatic firefighting monitor will provide a quick attack of the fire allowing for accurate application of the water along with providing a safer operation for the crew and freeing them to do other tasks faster.

The above requested equipment will provide a safer vessel for the firefighters, better protection of the port in a cost effective manner and provide the tools to accomplish our mission.

I.B. Provide an overview of the port system in which this investment will take place.

Points of Contact for Organization:

Authorizing Official	Project Manager:
Name: Fire Chief Richard Blohm	Name: Fire Chief Richard Blohm
Address:201 Jefferson Street	Address:201 Jefferson Street
Hoboken, NJ 07030	Hoboken , NJ 07030
Phone#:201-420-2258	Phone#: 201-420-2258
Email: richiefd@aol.com	Email: richiefd@aol.com

Ownership or Operation: City of Hoboken, New Jersey

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Role in Providing Layered Protection of Regulated Entities:

The Hoboken Fire Department is responsible for providing fire protection and rescue services within our boundaries for the Port of New York and New Jersey (Port of NY/NJ). We also provide Mutual Aid resources to surrounding fire departments that serve the Port of NY/NJ, thereby affording a force multiplier which increases fire and rescue services in the port area. This is accomplished through the Statewide Mutual Aid program in the Resource Deployment Act.

Nature of Operations:

The City of Hoboken is a waterfront community located on the Hudson River, directly across from Manhattan. At our southern border is the entrance to the Holland Tunnel and our northern border is the Lincoln Tunnel. There are numerous water taxis carrying hundreds of people that pass directly within our waterways while providing transportation to and from New York daily. In addition, we have an underground Port Authority Trans Hudson (PATH) train that transports thousands of passengers each day, under the Hudson River, to New York City. Hoboken is also home to a large-scale marina, three (3) recreational and mixed-use waterfront piers and several pick up points for water taxis.

The USCG depends on local fire departments for response to shipboard firefighting and emergencies. The Hoboken Fire Department provides first response and rescue services to the Port of NY/NJ within our boundaries. These services include shipboard firefighting, flammable liquid and gas firefighting, hazardous materials responses, structural firefighting for the land-based sector of facility operations and search and rescue operations (including: vehicle extrications, large area rope-assisted searches, high angle rope rescues, trench rescues and confined space rescues).

In the recent past the Hoboken Fire Department has responded to a variety of maritime incidents including a pier fire located on the Hoboken waterfront; a marina fire, a small fixed wing aircraft and helicopter crash, and US Air Flight 1549.

Other Important Features:

It should be noted that our department has collaborated with all New Jersey fire agencies that serve the Port of New York/New Jersey in order to provide much-needed maritime assets for emergency responses within our waterways.

II.A. Describe how the Investment will address one or more of the Port Security Grant Program Priorities, and Area Maritime Security Plan or Captain of the Port Priorities.

The Port of New York and New Jersey AMSC has developed a SRMP built around the Department of Homeland Security (DHS) objectives of Awareness, Prevention, Protection, Response and Recovery. The SRMP was reviewed and approved by the National Review Team on October 3, 2008. In accordance with the SRMP, this investment supports the initiatives of:; (D6-6) Provide spare parts for vessels to ensure continuous operation; (D6-5) Provide equipment for all law enforcement and emergency response contingencies and operating contingencies (C3-8) Expand usage of infra-red imaging for waterway surveillance; and (D2-14) Ensure sufficient

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detection and response equipment for Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) contingencies.

The proposed investment has been reviewed and approved by the COTP or his designee in coordination with the AMSC. This investment is consistent with the approved SRMP and the COTP priorities and meets all criteria for the Port Security Grant Program as identified in the FY11 Grant Guidance.

III. Equipment and Training

III.A. Provide a list below (or in an attached spreadsheet) of all equipment that you will be purchasing along with the corresponding number from the Authorized Equipment List. Provide the Course Name and Approving Agency for all training courses.

Yamaha Outboards for 27' Vessel	AEL #17WC-00-BOAT
FLIR	AEL #03OE-02-TILA
Dewatering Pumps	AEL #03SR-02-TPEL
Night Vision Goggles	AEL #03OE-02-TILA
Night Optical Monoculars	AEL #03OE-02-TILA
Radiological RIID's	AEL #07RD-01-RIID
RF Monitor & Nozzle	AEL #19GN-00-H2-OD

IV. Impact

IV.A. Describe how the project offers the highest risk reduction potential at the least cost.

Through Mutual Aid Agreements, this department will respond to any emergency in the region requiring water access. This utilization will increase the cost effectiveness of the investment and allow for increased functionality including security, terrorism prevention, detection, response with law enforcement, and basic and advanced life support.

IV.B. Describe current capabilities similar to this investment.

Currently our department deploys maritime assets to respond to emergencies within the waterways inside our boundaries that have some or all of these capabilities. However, the new twenty seven foot (27') vessel will not be adequately equipped and will need the requested equipment to be a full functional fire/rescue/vessel.

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V.A. Investment Funding Plan.

	Total Project Cost	Federal Share
Prevention, Protection, Response and Recovery Capabilities	$297,000	$297,000
Total	$297,000	$297,000

V.B. Provide a high-level timeline, milestones and dates, for the implementation of this investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Send bid specifications out for bid or use state contract for purchasing process												
Receive and review bids												
Award bid or state contract to the successful vendor												
Receive equipment												
Conduct training												
Place equipment in service												

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FY11 PORT SECURITY GRANT PROGRAM
BUDGET FORM

GRANTEE/PAYEE INFORMATION: Hoboken Fire Dept			PROJECT BUDGET
1. Name: City of Hoboken		4. Contact:	Fire Chief Richard Blohm
2. Department:	Fire Department	5. Phone:	201-420-2258
3. Mailing Location:	201 Jefferson St	6. Email:	richiefd@aol.com
Address:		7. EIN:	22-6001993
		8. Award Amount: $297,000	
City, St & Zip:	Hoboken, NJ 07030		

Please provide a project overview: The Hoboken Fire Department is seeking funding for Outboard Motors, Forward Looking Infrared (FLIR); Dewatering Pumps, Night Vision Goggles, Radioactive Isotope Identification Device (RIID) and a Monitor with Nozzle. The requested equipment will outfit a twenty seven foot (27') fire/rescue vessel purchased with FY07 PSGP award scheduled for delivery in September of 2011.

CATEGORY	PROJECT AMOUNT	GRANT AMOUNT	MATCH AMOUNT	COMMENTS
Equipment				
300hp Yamaha Outboards for 27' Vessel	$60,000	$60,000		Two(2) units @ $30,000 each
FLIR	$130,000	$130,000		One (1) unit @ $130,000 each
Dewatering Pumps	$10,000	$10,000		Four (4) units @ $2500 each
Night Vision Goggles	$32,000	$32,000		Two (2) units @ $16,000 each
Night Optical Monoculars	$11,000	$11,000		Two (2) units @ $5,500 each
Radiological RIID's	$38,000	$38,000		One (1) unit at $38,000 each
RF Monitor & Nozzle	$16,000	$16,000		One (1) unit at $16,000 each
Total Equipment:	$297,000	$297,000		

Equipment Narrative:

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The requested outboard motors will ensure our new twenty seven foot (27') vessel is equipped with the latest engines, which will result in effective operations. In addition, it will provide us with the ability to swap outboard motors while repairs and maintenance are being performed, thereby keeping our vessel in service 24 hours a day / 7 days a week. The requested FLIR will give us the capability to operate efficiently during the hours of darkness. Furthermore, it will have the ability to not only pick up the outline of heated objects, but actually give temperature readings, which will be of great value when assessing shipboard fires, barge fires, and other hazardous material incidents on the waterway. The requested dewatering pumps will ensure we have the ability to begin immediate salvage operations for vessels in distress and to remove water during firefighting operations. The requested night vision equipment will provide our personnel with the ability to operate effectively during the hours of darkness and/or in heavy smoke conditions. The requested radiological monitoring equipment will afford us the ability to detect hidden sources of radiation, thereby making us a force multiplier during emergency responses and regular safety patrols. The requested RF Monitor/Nozzle will give us an increased firefighting capability and allow us to flow 1,200 gallons per minute from a master stream nozzle attached to the front of the vessel. This nozzle can be operated by remote control from the cabin, thus providing safety to our members.				
GRAND TOTAL:	$297,000	$297,000		

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Attachment B – Assurances

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

IGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PPLICANT ORGANIZATION	DATE SUBMITTED

Attachment C – Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subjec t to a civil penally of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

Attachment D – Agreement Articles I thru XII of the PSGP Grant

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	The Port Authority of New York and New Jersey
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2011-PU-K00254-S01

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Article I - Financial Guidelines

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II - Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III - Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Port Security Grant Program guidance and application kit.

Article IV - Budget Review

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded.

Article V - Federal Financial Reports (SF-425) # Required Quarterly

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Article VI - Cooperative Agreement # Federal Involvement

Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

Article VII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VIII - Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   b. Procure a commercial sex act during the period of time that the award is in effect; or
   c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
   a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
      i. Associated with performance under this award; or
      ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
   a. Associated with performance under this award; or
   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
   a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
   a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
   b. Includes:
      i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
      ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article IX - Classified Security Condition

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail:Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article X - Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be

found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the
   c. subaward.

Article XI - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.
   a. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
   b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
   a. the total Federal funding authorized to date under this award is $25,000 or more;
   b. in the preceding fiscal year, you received-
      i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
   a. As part of your registration profile at http://www.ccr.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
   a. in the subrecipient's preceding fiscal year, the subrecipient received-
      i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   a. To the recipient.
   b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   a. Subawards, and
   b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
   a. A Governmental organization, which is a State, local government, or Indian tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization;
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
   a. Receives a subaward from you (the recipient) under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   a. Salary and bonus.
   b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting

Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
e. Above-market earnings on deferred compensation which is not tax-qualified.
f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Article XII - National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: (The Screening From is available at: (www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article XIII - Summary Description of Project

Funds are awarded for the implementation of projects supporting the approved Port Wide Risk Management/Mitigation Plan with a federal award amount of $30,195,052.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MCGUIRE ASSOCIATES LLC AS GENERAL REAL ESTATE APPRAISER FOR THE CITY OF HOBOKEN FOR THE 2012 CALENDAR YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF $100,000.00

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

WHEREAS, the City of Hoboken published a Request for Proposals for the Professional Services of Real Estate Appraiser in accordance with Ordinance Z-179 and the City's Request for Proposals, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McGuire Associates LLC responded to; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $100,000.00 is available in the following appropriations 2-01-20-150-030 **in the budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with McGuire Associates LLC to represent the City as General Real Estate Appraiser, in accordance with the scope of work detailed in the RFP, for the 2012 Calendar Year, for a total not to exceed amount of One Hundred Thousand ($100,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall be for Real Estate Appraisal services in accordance with the City's Request for Proposals, McGuire Associate's proposal, Ordinance Z-179, and the contract shall be for general services as directed by the Administration and Tax Assessor, including but not limited to the Union Dry Dock property; and,

BE IT FURTHER RESOLVED, the contract shall include the following term: McGuire Associates LLC shall be paid the One Hundred Thousand Dollars ($100,000.00) in equal monthly installments for the twelve (12) calendar months in CY2012 for all services rendered, and these are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Administration, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

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

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

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

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2012

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION AWARDS A CONTRACT TO REGGIO CONSTRUCTION INC. FOR THE 2012 ROAD PROGRAM IN ACCORDANCE WITH BID NO. 12-07 IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY THREE DOLLARS AND FIFTEEN CENTS ($513,523.15**)**

WHEREAS, the City of Hoboken seeks to obtain the 2012 Road Program services described in the City's specifications set forth in Bid No. 12-07; and,

WHEREAS, the City received five (5) bid proposals for said services, of which the lowest three (3) bidders were:

1.	REGGIO CONSTRUCTION, INC.	TOTAL BID:	$661,526.67
	1575 WEST STREET	BASE BID:	$295,597.01
	FORT LEE, NJ 07024	ALTERNATE BID A:	$54,704.22
		ALTERNATE BID B:	$163,221.92
		ALTERNATE BID C:	$85,815.26
		ALTERNATE BID D:	$62,188.26
2.	ENGLISH PAVING CO, INC.	TOTAL BID:	$759,364.07
	650 ROUTE 46 WEST	BID BASE:	$350,949.71
	CLIFTON, NJ 07013	ALTERNATE BID A:	$69,529.62
		ALTERNATE BID B:	$181,997.72
		ALTERNATE BID C:	$95,663.01
		ALTERNATE BID D:	$61,224.01
3.	A.J.M CONTRACTORS, INC.	TOTAL BID:	$795,944.25
	KULLER ROAD	BID BASE:	$393,812.00
	CLIFTON, NJ 07011-2861	ALTERNATE BID A:	$60,694.00
		ALTERNATE BID B:	$176,803.25
		ALTERNATE BID C:	$96,064.00
		ALTERNATE BID D:	$68,571.00

WHEREAS, in accordance with the recommendation of Boswell McClave and the City's Qualified Purchasing Agent, the City wishes to award the contract to the lowest responsible responsive bidder, Reggio Construction Inc., for the Base Bid plus Alternates A, and B for a total contract amount of Five Hundred Thirteen Thousand Five Hundred Twenty Three Dollars and Fifteen Cents ($513,523.15); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $513,523.15 is available in the following appropriations: G-02-41-200-DT2 in the amount of $396,000.00 and C-04-55-800-824 in the amount of $117,523.15 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does

not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the 2012 Roadway Resurfacing Project, as described in the specifications for Bid No. 12-07, for an amount not to exceed Five Hundred Thirteen Thousand Five Hundred Twenty Three Dollars and Fifteen Cents ($513,523.15) as follows:

1. The above recitals are incorporated herein as thought fully set forth at length.
2. No exceptions were noted in the bid proposal, and therefore none will be authorized under this contract.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This contract shall be subject to all liquidated damages clauses, performance and maintenance bond requirements, and time of performance obligations as described in the bid specifications.
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

REGGIO CONSTRUCTION, INC.
1575 WEST STREET
FORT LEE, NJ 07024

Reviewed:

_____
Quentin Wiest
Business Administrator

Approved as to form:

_____
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: October 17, 2012

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

BOSWELL McCLAVE ENGINEERING
EST. 1924
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

October 17, 2012

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

Re: 2012 Road Program
Bid No. 12-07
City of Hoboken
Hudson County, New Jersey
Our File No. HO-467

Dear Mr. Wiest,

On October 16, 2012, the City of Hoboken (City) received five (5) bids for the *2012 Road Program* project. As you are aware the construction costs for this project are being funded by a New Jersey Department of Transportation (NJDOT) grant. Below is a summary of the three (3) lowest bids.

Bidder	**Bid Amount**	
Reggio Construction, Inc.	$295,597.01	Base Bid Price
1575 West Street	$ 54,704.22	Alt. Bid "A" Price
Fort Lee, New Jersey 07024	$163,221.92	Alt. Bid "B" Price
	$ 85,815.26	Alt. Bid "C" Price
	$ 62,188.26	Alt. Bid "D" Price
	$661,526.67	**Total Bid Price (Base+Alt A+Alt B+Alt C+ Alt D)**
English Paving Co., Inc.	$350,949.71	Base Bid Price
650 Route 46 West	$ 69,529.62	Alt Bid "A" Price
Clifton, New Jersey 07013	$181,997.72	Alt Bid "B" Price
	$ 95,663.01	Alt Bid "C" Price
	$ 61,224.01	Alt Bid "D" Price
	$759,364.07	**Total Bid Price (Base+Alt A+Alt B+Alt C+ Alt D)**

A.J.M. Contractors, Inc.	$393,812.00	Base Bid Price
300 Kuller Road	$ 60,694.00	Alt Bid "A" Price
Clifton, New Jersey 07011	$ 176,803.25	Alt Bid "B" Price
	$ 96,064.00	Alt Bid "C" Price
	$ 68,571.00	Alt Bid "D" Price
	$ 795,944.25	**Total Bid Price (Base+Alt A+Alt B+Alt C+ AltD)**

The remaining two (2) bidders submitted total bid prices (Base + Alt A + Alt B + Alt C+ Alt D) of $817,023 and $960,925. A summary of all bids received is attached, as well as a tabulation of unit costs for all five (5) bidders. Boswell McClave Engineering reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

Bid Documentation

Reggio Construction, Inc.

Reggio Construction, Inc. appears to have a complete submission. However, on page -23- Stockholder Disclosure Form, the bidder was not specified to be a partnership or individual. In addition, on page -25- The Nuclear-Free Hoboken Ordinance, the bidder does not indicate whether they do or do not engage in the production of nuclear weapons or components.

English Paving Company

English Paving Company appears to have a complete submission.

A.J.M. Contractors, Inc.

A.J.M. Contractors, Inc appears to have a complete submission. However, on page -23- Stockholder Disclosure Form, the bidder was not specified to be a partnership or individual.

Low Bid

Reggio Construction, Inc. submitted the apparent lowest responsible Total Bid (Base + Alt. "A"+ Alt. "B" + Alt. "C"+ Alt. "D") in the amount of $661,526.67 as well as the lowest responsible Base Bid in the amount of $295,597.01.

Recommendation

It is our understanding that the City of Hoboken has adequate funding to award the Base Bid, Alternate "A", and Alternate "B" for this project. Therefore, Boswell McClave Engineering recommends that this contract be awarded to Reggio Construction, Inc. in the amount of $513,523.15.

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

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

Sincerely,

BOSWELL McCLAVE ENGINEERING

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

REM
Attachment

cc: Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

121016REML1_Bid Recommendation.doc

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-07 - 2012 ROAD PROGRAM
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-472

BID DATE: October 16, 2012 **TIME: 11:00 A.M.**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	Reggio Construction Inc. 1575 West Street Fort Lee, NJ 07024 201-363-0156 Tel 201-363-8965 Fax		Englis Paving Co., Inc. 650 Route 46 West Clifton, NJ 07013 973-928-2500 Tel 973-928-2501 Fax		A.J.M. Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292 Tel 973-772-9222 Fax		Tilcon New York, Inc. 625 Mt. Hope Road Wharton, NJ 07885 973-659-3706 Tel 973-366-8501 Fax		NY Asphalt, Inc. 73 Industrial Loop Staten Island, NY 10309 718-966-6466 Tel 718-966-6544 Fax	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Clearing Site	L.S.	1	$ 2,000.00	$ 2,000.00	$ 24,000.00	$ 24,000.00	$ 40,000.00	$ 40,000.00	$ 8,816.22	$ 8,816.22	$ 49,997.50	$ 49,997.50
2	No Item				$ -		$ -		$ -		$ -		$ -
3	Breakaway Barricade	UNIT	25	$ 0.01	$ 0.25	$ 0.01	$ 0.25	$ 25.00	$ 625.00	$ 27.92	$ 698.00	$ 90.00	$ 2,250.00
4	Drum	UNIT	50	$ 0.01	$ 0.50	$ 0.01	$ 0.50	$ 15.00	$ 750.00	$ 17.81	$ 890.50	$ 55.00	$ 2,750.00
5	Traffic Cone	UNIT	75	$ 0.01	$ 0.75	$ 0.01	$ 0.75	$ 10.00	$ 750.00	$ 3.89	$ 291.75	$ 14.00	$ 1,050.00
6	Construction Signs	S.F.	200	$ 0.01	$ 2.00	$ 0.01	$ 2.00	$ 15.00	$ 3,000.00	$ 3.73	$ 746.00	$ 20.00	$ 4,000.00
7	Allowance for Police Traffic Directors	Allow	1	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00
8	Fuel Price Adjustment	L.S.	1	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00	$ 1,300.00
9	Asphalt Price Adjustment	L.S.	1	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00
10	HMA Milling, 3" or Less	S.Y.	7,600	$ 2.75	$ 20,900.00	$ 4.47	$ 33,972.00	$ 3.85	$ 29,260.00	$ 3.85	$ 29,260.00	$ 4.50	$ 34,200.00
11	Hot Mix Asphalt Pavement Repair	S.Y.	500	$ 0.01	$ 5.00	$ 0.01	$ 5.00	$ 25.00	$ 12,500.00	$ 47.79	$ 23,895.00	$ 83.50	$ 41,750.00
12	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,200	$ 86.23	$ 103,476.00	$ 79.32	$ 95,184.00	$ 79.00	$ 94,800.00	$ 86.23	$ 103,476.00	$ 83.50	$ 100,200.00
13	Inlet, Type A	UNIT	9	$ 1,000.00	$ 9,000.00	$ 2,500.00	$ 22,500.00	$ 2,600.00	$ 23,400.00	$ 2,929.20	$ 26,362.80	$ 1,500.00	$ 13,500.00
14	No Item				$ -		$ -		$ -		$ -		$ -
15	No Item				$ -		$ -		$ -		$ -		$ -
16	Reset Existing Casting	UNIT	21	$ 0.01	$ 0.21	$ 0.01	$ 0.21	$ 1.00	$ 21.00	$ 350.13	$ 7,352.73	$ 550.00	$ 11,550.00
17	Curb Piece	UNIT	19	$ 300.00	$ 5,700.00	$ 290.00	$ 5,510.00	$ 280.00	$ 5,320.00	$ 407.25	$ 7,737.75	$ 350.00	$ 6,650.00
18	Bicycle Safe Grate	UNIT	3	$ 300.00	$ 900.00	$ 210.00	$ 630.00	$ 300.00	$ 900.00	$ 388.93	$ 1,166.79	$ 450.00	$ 1,350.00
19	Concrete Sidewalk, 4" Thick	S.Y.	1,000	$ 60.00	$ 60,000.00	$ 62.05	$ 62,050.00	$ 60.00	$ 60,000.00	$ 54.70	$ 54,700.00	$ 65.00	$ 65,000.00
20	Concrete Sidewalk, Reinforced, 6" thick	S.Y.	175	$ 60.00	$ 10,500.00	$ 70.80	$ 12,390.00	$ 67.00	$ 11,725.00	$ 66.10	$ 11,567.50	$ 75.00	$ 13,125.00
21	Reset Brick Paver Sidewalk	S.Y.	30	$ 0.01	$ 0.30	$ 60.00	$ 1,800.00	$ 66.00	$ 1,980.00	$ 62.68	$ 1,880.40	$ 125.00	$ 3,750.00
22	Concrete Driveway, 6" Thick	S.Y.	15	$ 60.00	$ 900.00	$ 70.80	$ 1,062.00	$ 67.00	$ 1,005.00	$ 66.10	$ 991.50	$ 90.00	$ 1,350.00
23	Detectable Warning Surface	S.Y.	57.6	$ 200.00	$ 11,520.00	$ 180.00	$ 10,368.00	$ 185.00	$ 10,656.00	$ 227.93	$ 13,128.77	$ 305.00	$ 17,568.00
24	9" X 18" Concrete Vertical Curb	L.F.	1,350	$ 22.00	$ 29,700.00	$ 25.10	$ 33,885.00	$ 30.00	$ 40,500.00	$ 31.91	$ 43,078.50	$ 50.00	$ 67,500.00
25	No Item				$ -		$ -		$ -		$ -		$ -
26	Traffic Markings, Thermoplastic	S.F.	8,300	$ 2.75	$ 22,825.00	$ 2.75	$ 22,825.00	$ 3.30	$ 27,390.00	$ 3.42	$ 28,386.00	$ 2.15	$ 17,845.00
27	Regulatory and Warning Sign	S.F.	200	$ 0.01	$ 2.00	$ 33.00	$ 6,600.00	$ 50.00	$ 10,000.00	$ 51.28	$ 10,256.00	$ 40.00	$ 8,000.00
28	Flexible Reflective Bollard	UNIT	24	$ 60.00	$ 1,440.00	$ 60.00	$ 1,440.00	$ 65.00	$ 1,560.00	$ 68.38	$ 1,641.12	$ 1,000.00	$ 24,000.00
29	Traffic Markings, Epoxy-Resin	S.F.	2,100	$ 1.25	$ 2,625.00	$ 1.25	$ 2,625.00	$ 1.70	$ 3,570.00	$ 1.71	$ 3,591.00	$ 3.15	$ 6,615.00
	Total Base Bid Items				**$ 295,597.01**		**$ 350,949.71**		**$ 393,812.00**		**$ 394,014.33**		**$ 508,100.50**
	Alternate Bid 'A'												
7A	Allowance for Police Traffic Directors	Allow	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
10A	HMA Milling, 3" or Less	S.Y.	2,000	$ 2.75	$ 5,500.00	$ 5.79	$ 11,580.00	$ 4.50	$ 9,000.00	$ 3.85	$ 7,700.00	$ 4.50	$ 9,000.00
12A	Hot Mix Asphalt 12.5M64 Surface Course	Ton	300	$ 86.23	$ 25,869.00	$ 114.26	$ 34,278.00	$ 83.00	$ 24,900.00	$ 86.23	$ 25,869.00	$ 83.50	$ 25,050.00
16A	Reset Existing Casting	UNIT	12	$ 0.01	$ 0.12	$ 0.01	$ 0.12	$ 170.00	$ 2,040.00	$ 350.12	$ 4,201.44	$ 550.00	$ 6,600.00
17A	Curb Piece	UNIT	1	$ 300.00	$ 300.00	$ 290.00	$ 290.00	$ 300.00	$ 300.00	$ 407.25	$ 407.25	$ 350.00	$ 350.00
19A	Concrete Sidewalk, 4" Thick	S.Y.	150	$ 63.00	$ 9,450.00	$ 62.05	$ 9,307.50	$ 60.00	$ 9,000.00	$ 54.70	$ 8,205.00	$ 65.00	$ 9,750.00
21A	Reset Brick Paver Sidewalk	S.Y.	10	$ 0.01	$ 0.10	$ 60.00	$ 600.00	$ 66.00	$ 660.00	$ 62.68	$ 626.80	$ 250.00	$ 2,500.00
23A	Detectable Warning Surface	S.Y.	6.3	$ 200.00	$ 1,260.00	$ 180.00	$ 1,134.00	$ 180.00	$ 1,134.00	$ 227.93	$ 1,435.96	$ 305.00	$ 1,921.50
24A	9" X 18" Concrete Vertical Curb	L.F.	150	$ 25.00	$ 3,750.00	$ 25.10	$ 3,765.00	$ 30.00	$ 4,500.00	$ 31.91	$ 4,786.50	$ 50.00	$ 7,500.00

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-07 - 2012 ROAD PROGRAM
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-472

26A	Traffic Markings, Thermoplastic	S.F.	1,300	$	2.75	$	3,575.00	$	2.75	$	3,575.00	$	3.20	$	4,160.00	$	3.42	$	4,446.00	$	2.15	$	2,795.00
	Total Alternate Bid A					**$**	**54,704.22**			**$**	**69,529.62**			**$**	**60,694.00**			**$**	**62,677.95**			**$**	**70,466.50**

BOSWELL McCLAVE ENGINEERING
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BID SUMMARY
BID NO. 12-07 - 2012 ROAD PROGRAM
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-472

BID DATE: October 16, 2012 **TIME: 11:00 A.M.**

				Reggio Construction, Inc. 1575 West Street Fort Lee, NJ 07024 201-363-0156 Tel 201-363-8965 Fax		English Paving Co., Inc. 650 Route 46 West Clifton, NJ 07013 973-928-2500 Tel 973-928-2501 Fax		A.J.M. Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292 Tel 973-772-9222 Fax		Tilcon New York, Inc. 625 Mt. Hope Road Wharton, NJ 07885 973-659-3706 Tel 973-366-8501 Fax		NY Asphalt, Inc. 73 Industrial Loop Staten Island, NY 10309 718-966-6466 Tel 718-966-6544 Fax	
	Alternate Bid 'B'												
7B	Allowance for Police Traffic Directors	Allow	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
10B	HMA Milling, 3" or Less	S.Y.	7,250	$ 2.75	$ 19,937.50	$ 5.60	$ 40,600.00	$ 3.90	$ 28,275.00	$ 3.85	$ 27,912.50	$ 4.50	$ 32,625.00
12B	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,050	$ 86.23	$ 90,541.50	$ 79.15	$ 83,107.50	$ 79.00	$ 82,950.00	$ 86.23	$ 90,541.50	$ 83.50	$ 87,675.00
13B	Inlet, Type A	UNIT	3	$ 1,000.00	$ 3,000.00	$ 2,500.00	$ 7,500.00	$ 2,600.00	$ 7,800.00	$ 3,054.17	$ 9,162.51	$ 1,500.00	$ 4,500.00
14B	Inlet, Type B	UNIT	1	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00	$ 2,900.00	$ 2,900.00	$ 3,396.03	$ 3,396.03	$ 2,500.00	$ 2,500.00
15B	Reconstructed Inlet, Type B, Using New Casting	UNIT	1	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00	$ 1,100.00	$ 1,100.00	$ 2,194.54	$ 2,194.54	$ 1,500.00	$ 1,500.00
16B	Reset Existing Casting	UNIT	22	$ 0.01	$ 0.22	$ 0.01	$ 0.22	$ 1.00	$ 22.00	$ 350.13	$ 7,702.86	$ 550.00	$ 12,100.00
17B	Curb Piece	UNIT	4	$ 300.00	$ 1,200.00	$ 290.00	$ 1,160.00	$ 300.00	$ 1,200.00	$ 407.26	$ 1,629.04	$ 350.00	$ 1,400.00
18B	Bicycle Safe Grate	UNIT	4	$ 300.00	$ 1,200.00	$ 210.00	$ 840.00	$ 300.00	$ 1,200.00	$ 388.93	$ 1,555.72	$ 470.00	$ 1,880.00
19B	Concrete Sidewalk, 4" Thick	S.Y.	210	$ 63.00	$ 13,230.00	$ 62.05	$ 13,030.50	$ 60.00	$ 12,600.00	$ 54.70	$ 11,487.00	$ 65.00	$ 13,650.00
23B	Detectable Warning Surface	S.Y.	12.6	$ 200.00	$ 2,520.00	$ 180.00	$ 2,268.00	$ 180.00	$ 2,268.00	$ 227.93	$ 2,871.92	$ 305.00	$ 3,843.00
24B	9" x 18" Concrete Vertical Curb	L.F.	390	$ 25.00	$ 9,750.00	$ 25.10	$ 9,789.00	$ 30.00	$ 11,700.00	$ 31.91	$ 12,444.90	$ 50.00	$ 19,500.00
26B	Traffic Markings, Thermoplastic	S.F.	4,875	$ 2.75	$ 13,406.25	$ 2.75	$ 13,406.25	$ 3.20	$ 15,600.00	$ 3.42	$ 16,672.50	$ 2.15	$ 10,481.25
27B	Regulatory and Warning Sign	S.F.	20	$ 0.01	$ 0.20	$ 33.00	$ 660.00	$ 50.00	$ 1,000.00	$ 51.28	$ 1,025.60	$ 40.00	$ 800.00
28B	Flexible Reflective Bollard	UNIT	3	$ 60.00	$ 180.00	$ 60.00	$ 180.00	$ 950.00	$ 2,850.00	$ 68.38	$ 205.14	$ 1,000.00	$ 3,000.00
29B	Traffic Markings, Epoxy-Resin	S.F.	205	$ 1.25	$ 256.25	$ 1.25	$ 256.25	$ 1.65	$ 338.25	$ 1.71	$ 350.55	$ 3.15	$ 645.75
	Total Alternate Bid B				**$ 163,221.92**		**$ 181,997.72**		**$ 176,803.25**		**$ 194,152.31**		**$ 201,100.00**
	Alternate Bid 'C'												
7C	Allowance for Police Traffic Directors	Allow	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
10C	HMA Milling, 3" or Less	S.Y.	1,200	$ 2.75	$ 3,300.00	$ 7.79	$ 9,348.00	$ 5.00	$ 6,000.00	$ 3.85	$ 4,620.00	$ 4.50	$ 5,400.00
12C	Hot Mix Asphalt 12.5M64 Surface Course	Ton	175	$ 86.23	$ 15,090.25	$ 85.88	$ 15,029.00	$ 88.00	$ 15,400.00	$ 86.23	$ 15,090.25	$ 83.50	$ 14,612.50
13C	Inlet, Type A	UNIT	4	$ 2,000.00	$ 8,000.00	$ 2,500.00	$ 10,000.00	$ 2,600.00	$ 10,400.00	$ 3,054.16	$ 12,216.64	$ 1,500.00	$ 6,000.00
16C	Reset Existing Casting	UNIT	1	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 1.00	$ 1.00	$ 350.13	$ 350.13	$ 550.00	$ 550.00
17C	Curb Piece	UNIT	4	$ 300.00	$ 1,200.00	$ 290.00	$ 1,160.00	$ 300.00	$ 1,200.00	$ 407.26	$ 1,629.04	$ 350.00	$ 1,400.00
19C	Concrete Sidewalk, 4" Thick	S.Y.	270	$ 63.00	$ 17,010.00	$ 62.05	$ 16,753.50	$ 60.00	$ 16,200.00	$ 54.70	$ 14,769.00	$ 65.00	$ 17,550.00
20C	Concrete Sidewalk, 6" Thick	S.Y.	105	$ 63.00	$ 6,615.00	$ 70.80	$ 7,434.00	$ 67.00	$ 7,035.00	$ 66.10	$ 6,940.50	$ 75.00	$ 7,875.00
21C	Reset Brick Paver Sidewalk	S.Y.	125	$ 50.00	$ 6,250.00	$ 60.00	$ 7,500.00	$ 66.00	$ 8,250.00	$ 62.68	$ 7,835.00	$ 100.00	$ 12,500.00
22C	Concrete Driveway, 6" Thick	S.Y.	60	$ 63.00	$ 3,780.00	$ 70.80	$ 4,248.00	$ 69.00	$ 4,140.00	$ 66.10	$ 3,966.00	$ 75.00	$ 4,500.00
23C	Detectable Warning Surface	S.Y.	21.6	$ 200.00	$ 4,320.00	$ 180.00	$ 3,888.00	$ 180.00	$ 3,888.00	$ 227.93	$ 4,923.29	$ 305.00	$ 6,588.00
24C	9" x 18" Concrete Vertical Curb	L.F.	525	$ 25.00	$ 13,125.00	$ 25.10	$ 13,177.50	$ 30.00	$ 15,750.00	$ 31.91	$ 16,752.75	$ 50.00	$ 26,250.00
26C	Traffic Markings, Thermoplastic	S.F.	1,500	$ 2.75	$ 4,125.00	$ 2.75	$ 4,125.00	$ 3.20	$ 4,800.00	$ 3.42	$ 5,130.00	$ 2.15	$ 3,225.00
	Total Alternate Bid C				**$ 85,815.26**		**$ 95,663.01**		**$ 96,064.00**		**$ 97,222.60**		**$ 109,450.50**

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-07 - 2012 ROAD PROGRAM
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-472

BID DATE: October 16, 2012 **TIME: 11:00 A.M.**

				Reggio Construction, Inc. 1575 West Street Fort Lee, NJ 07024 201-363-0156 Tel 201-363-8965 Fax		English Paving Co., Inc. 650 Route 46 West Clifton, NJ 07013 973-928-2500 Tel 973-928-2501 Fax		A.J.M. Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292 Tel 973-772-9222 Fax		Tilcon New York, Inc. 625 Mt. Hope Road Wharton, NJ 07885 973-659-3706 Tel 973-366-8501 Fax		NY Ashpalt, Inc. 73 Industrial Loop Staten Island, NY 10309 718-966-6466 Tel 718-966-6544 Fax	
	Alternate Bid 'D'								$ -		$ -		
7D	Allowance for Police Traffic Directors	Allow	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
10D	HMA Milling, 3" or Less	S.Y.	1,800	$ 2.75	$ 4,950.00	$ 4.61	$ 8,298.00	$ 5.00	$ 9,000.00	**$ 3.85**	$ 6,930.00	**$ 4.50**	$ 8,100.00
12D	Hot Mix Asphalt 12.5M64 Surface Course	Ton	275	$ 86.23	$ 23,713.25	$ 65.11	$ 17,905.25	$ 84.00	$ 23,100.00	**$ 86.23**	$ 23,713.25	**$ 83.50**	$ 22,962.50
13D	Inlet, Type A	UNIT	2	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00	$ 2,600.00	$ 5,200.00	**$ 3,054.18**	$ 6,108.36	**$ 1,500.00**	$ 3,000.00
16D	Reset Existing Casting	UNIT	1	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 1.00	$ 1.00	**$ 350.13**	$ 350.13	**$ 550.00**	$ 550.00
17D	Curb Piece	UNIT	1	$ 300.00	$ 300.00	$ 290.00	$ 290.00	$ 300.00	$ 300.00	**$ 407.25**	$ 407.25	**$ 350.00**	$ 350.00
19D	Concrete Sidewalk, 4" Thick	S.Y.	125	$ 63.00	$ 7,875.00	$ 62.05	$ 7,756.25	$ 60.00	$ 7,500.00	**$ 54.70**	$ 6,837.50	**$ 65.00**	$ 8,125.00
20D	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	100	$ 63.00	$ 6,300.00	$ 70.80	$ 7,080.00	$ 67.00	$ 6,700.00	**$ 66.10**	$ 6,610.00	**$ 75.00**	$ 7,500.00
23D	Detectable Warning Surface	S.Y.	9.0	$ 200.00	$ 1,800.00	$ 180.00	$ 1,620.00	$ 180.00	$ 1,620.00	**$ 227.93**	$ 2,051.37	**$ 305.00**	$ 2,745.00
24D	9" x 18" Concrete Vertical Curb	L.F.	245	$ 25.00	$ 6,125.00	$ 25.10	$ 6,149.50	$ 30.00	$ 7,350.00	**$ 31.91**	$ 7,817.95	**$ 50.00**	$ 12,250.00
26D	Traffic Markings, Thermoplastic	S.F.	1,500	$ 2.75	$ 4,125.00	$ 2.75	$ 4,125.00	$ 3.20	$ 4,800.00	**$ 3.42**	$ 5,130.00	**$ 2.15**	$ 3,225.00
	Total Alternate Bid D				**$ 62,188.26**		**$ 61,224.01**		**$ 68,571.00**		**$ 68,955.81**		**$ 71,807.50**
TOTAL BASE BID AND ALTERNATE BIDS A, B, C, D					**$ 661,526.67**		**$ 759,364.07**		**$ 795,944.25**		**$ 817,023.00**		**$ 960,925.00**
	*** Denotes a difference in amount**												

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE APPOINTMENT OF WALLACE ROBERTS AND TODD, LLC AS PROFESSIONAL PLANNER FOR THE REDEVELOPMENT AT HOBOKEN TERMINAL AND RAIL YARDS FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY FIVE THOUSAND DOLLARS ($5,000.00)

WHEREAS, the City put out an RFP for professional redevelopment planning services, pursuant to Article I of Chapter 20A of the Hoboken City Code, which Wallace Roberts and Todd, LLC responded to by a proposal dated September 27, 2010; and,

WHEREAS, a contract was entered into with Wallace Roberts and Todd, LLC on March 22, 2011, which was thereafter amended by a City Council resolution of July 1, 2011, and again amended by a City Council resolution of September 5, 2012; and,

WHEREAS, the City Council seeks to further amend the contract to increase the not to exceed amount by Five Thousand Dollars ($5,000.00), in accordance with the October 17, 2012 letter of Wallace Robert and Todd, LLC, attached hereto; and,

WHEREAS, Wallace Roberts and Todd, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) prior to the City entering into any binding contract for said services; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $5,000.00 is available in the following appropriations 2-01-21-181-036 **in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with **Wallace Robert and Todd, LLC** to provide professional planning services relating to the matter of the NJ Transit Redevelopment Plan, for a one year term to commence March 22, 2012 and expire March 21, 2013, for an increase in not to exceed amount by Five Thousand Dollars ($5,000.00) be awarded and executed; and

BE IT FURTHER RESOLVED, that the contract shall be further amended to correspond to the terms and conditions included in the October 17, 2012 proposal of Wallace Robert and Todd, LLC, and the remainder of the March 22, 2011 terms of the contract, as amended by the July 1, 2011 City Council Resolution, and as further amended by the September 5, 2012 City Council resolution, shall remain unchanged; and,

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

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

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

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

Meeting date: October 17, 2012

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

MEMORANDUM

To:	Brandy Forbes, AICP, PP Community Development Director City of Hoboken 94 Washington St. Hoboken, NJ 07030	Date:	October 17, 2012
		From:	Nando Micale Principal
		Ref. No.:	06888.00
		Project:	Hoboken Yards Redevelopment Plan
		Pages:	1
		Re:	Additional Services for NJT/LCOR Transit Financial Information Review and Memo Preparation
CC:	Yogesh Saoji Senior Associate WRT		

Ms. Forbes,

WRT requests fees for Robert B. Paul's additional services in the amount of $5,000 for the review and preparation of a memo regarding the LCOR/NJ Transit financial information for the development of the Hoboken Yards Redevelopment Plan Area. These services were identified as additional expenditures beyond the not to exceed amount in the scope of our existing contract with the City of Hoboken.

`

Sponsored by:_____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 190 OF THE ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN ENTITLED VEHICLES AND TRAFFIC TO AMEND BUS STOPS AND LOADING ZONES, AND TO CLARIFY AUTHORIZED TOW AWAY ZONES

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

Section One: Amendments to 190-13

ARTICLE VII
BUS STOPS

190-13 Bus Stops designated

The location described is hereby designated as a bus stop. No vehicle other than an omnibus picking up or discharging passengers shall be permitted to occupy said location between the hours indicated. All others will be towed.

Name of Street	Time	Side	Location
Hudson Place	4:00pm- 9:00pm Monday-Friday	north	beginning at a point of 40feet east of the easterly curbline of River Street and extending 160 feet easterly therefrom.
River Street	7:00am-8:00pm Monday – Friday	east	beginning at a point of 115 feet north of the northerly curbline of Hudson place and extending 55 feet northerly therefrom.
Hudson Street	4:00pm-9:00pm Monday – Friday	west	beginning at a point of 35 feet south of the southerly curbline of Hudson Place and extending 110 feet southerly therefrom.

Section Two: Amendments to 190-11

ARTICILE V
LOADING ZONE

190-11 Loading Zone designated

The location described is hereby designated as a Loading Zone. No person shall park a vehicle in said location during time indicated other than for loading and unloading of goods and materials for a time limit of twenty (20) minutes.

Name of Street	Times	Side	Location
River Street	9:00am-1:00pm north Monday-Friday	west	beginning at a point of 40 feet of the northerly curbline of Hudson Place and extending 110 feet northerly therefrom.

Section Three: Amendments to 190-44

Section 190-44: Violations and Penalties

A. There is hereby established the following parking violation schedule and payable amounts:

Code Number	Violation Description	Payable Amount
190-29	Overtime meter	$30.00
190-12	No parking taxi stand	$38.00
190-05	No parking commercial vehicle overnight	$75.00
190-31	No parking school zone	$30.00
190-11	No parking loading zone	$45.00
190-03	Prohibited parking at all times	$45.00
190-04	Prohibited parking certain hours	$45.00
190-06.2	Permit parking only	$68.00
190-13	No parking bus stop	$53.00
190-28	Alternate side street parking	$45.00
190-06	No stopping or standing	$45.00
190-19	No parking private property	$30.00
190-26	Emergency/temporary parking	$38.00
190-36	No parking snow emergency street	$60.00

B. Tow Away Zones. The City shall have the authority to enforce any section of Chapter 190 by towing vehicles in violation of the section if said section expressly allows for towing, even if the location of violation does not have a "Tow Away Zone" sign. The City shall have the authority to enforce any section within Chapter 190 by towing vehicles in violation of the section if the location of the violation has a "Tow Away Zone" sign, even if the particular code section does not expressly call for towing of vehicles in violation.

SECTION FOUR: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FIVE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses

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

SECTION SIX: EFFECTIVE DATE

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

SECTION SEVEN: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.
The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2012

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

_____
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2012

_____
Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No.:_____

AN ORDINANCE AMENDING ARTICLE V "SIDEWALK CAFES" OF CHAPTER 168 "STREETS AND SIDEWALKS" OF THE CODE OF THE CITY OF HOBOKEN

WHEREAS, the language, rules and regulations of Articles II and V of Chapter 168 of the current Municipal Code of the City of Hoboken lack sufficient detail and have become outdated for the licensing and governance of operations of the city's sidewalk cafes; and

WHEREAS, it is in the best interest of the City to update the Municipal Code to reflect modern issues and conditions; and

WHEREAS, the City wishes to ensure the quality of life of its residents, and promote a positive environment for economic development that services both residents and businesses alike.

Now **THEREFORE**, be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

SECTION ONE: DELETION

The current ARTICLE II entitled "Sidewalk Cafes" and ARTICLE V entitled "Limited Sidewalk Cafes" of Chapter 168 of the Municipal Code of the City of Hoboken are hereby deleted in their entirety.

SECTION TWO: ADDITION

The following Section is hereby added to the Municipal Code of the City of Hoboken:

ARTICLE V
Sidewalk Cafes

§168-501. Definitions.

As used in this article, the following terms shall have the meanings indicated:

RESTAURANT -- A physical establishment whose principal use is the preparation, sale and service of food and beverages to the public. An establishment serving alcoholic beverages without a kitchen shall not be considered a restaurant or be permitted a sidewalk café.

SIDEWALK -- That portion of the public easement which lies between the building line and the curb.

SIDEWALK CAFÉ -- Sidewalk space beyond the building line used to accommodate tables, chairs, and the serving of food and drink to patrons of a restaurant fronting on that space.

§168-502. Projection Into Streets.

A. No person may operate a sidewalk café without obtaining a license from the Zoning Officer of the City of Hoboken pursuant to the procedures set forth in §168-505.

B. Sidewalk cafes are permitted only in association with an open, operating restaurant, as defined herein.

C. No sidewalk café shall be permitted to project into a sidewalk more than half the width of said sidewalk or eight (8) feet, whichever is less, but in no case shall it extend so far as to leave less than six (6) feet for pedestrian traffic; except in areas where the sidewalk is twenty (20) feet or more wide from the building line to the curb, then a sidewalk café may be permitted to project into a sidewalk a maximum of ten (10) feet.

D. Where an operating restaurant is located on a corner, both the front and side sidewalk areas fronting the restaurant may be used for the sidewalk café.

§168-503. General Requirements.

A. All establishments licensed to operate a sidewalk café shall display the license in an unobstructed location.

B. No permanent form of space delineation or construction for the sidewalk café will be permitted within the public right-of-way unless expressly approved by the governing body.

C. The sidewalk café area shall be partitioned on three sides, by a movable structure separating the sidewalk café from the public portion of the sidewalk, and which is no less than thirty (30) inches in height and no more than thirty-six (36) inches in height, providing one opening for entrance and exit which is no less than forty-two (42) inches in width and no more than sixty (60) inches in width, and whose boundaries allow patrons and pedestrians to clearly ascertain the entrance and exit to the sidewalk café area.

D. Sidewalk cafes with four (4) seats or less shall be exempt from the partition requirements provided the projection into the sidewalk is less than three (3) feet.

E. At no time shall the sidewalk café partition, tables, chairs, and other café furniture block any residential entrance.

F. The sidewalk café shall have an overhead covering, consisting of either individual umbrellas or a retractable awning covering all tables and chairs. Covering must have a minimum clearance of seven (7) feet from the sidewalk to the bottom of the awning/umbrella.

G. The sidewalk café partition and overhead covering shall be appropriate in style to the façade of the building and shall not contain advertising.

H. The sidewalk café shall be at the same elevation as the sidewalk. Paint, carpet, platforms, or any other surface cover or treatment of any kind shall not be permitted in the area of the sidewalk café, unless expressly permitted by the governing body.

I. Outside speakers or other sound reproduction devices shall not be operated or used within a sidewalk café for any reason.

J. Smoking shall not be permitted within a sidewalk café.

K. The sidewalk café partition, overhead covering, and all tables, chairs, and other café furniture shall be removed from the sidewalk at the close of business each day. Where planters have been approved as a part of the movable structure, those planters shall be placed against the storefront façade over night.

L. The entire sidewalk area in front of the premises, including eighteen (18) inches into the street, must be maintained by sweeping or washing daily or more frequently, as needed, by the licensee.

M. No preparation of food or beverages shall take place outdoors but shall be restricted to the inside of the licensed establishment.

N. Food service shall be available during all times in which the sidewalk café is open for business.

O. Restaurants which hold a liquor license, and who wish to extend service to the sidewalk café shall have completed a “Place to Place / Expansion of Premises” application with the Alcoholic Beverage Control Board. Licensees not covered for the sidewalk area shall not be permitted to serve alcoholic beverages in the sidewalk café.

P. Sidewalk cafés that permit patrons to bring their own beer or wine shall adhere to all laws governing B.Y.O.B. as set forth in N.J.S.A. Title 33, N.J.A.C. 13:2 and City of Hoboken Municipal Code, Chapter 68.

Q. Alcoholic beverages, when permitted under this article, shall not be served or consumed on any sidewalk or any other public area which is outside the partitioned area of the sidewalk café.

R. No persons other than those being served and restaurant personnel shall be within the sidewalk café area except for those persons passing through the sidewalk café to enter or exit the restaurant proper. No restaurant personnel shall serve café patrons from outside the partition.

S. Holes drilled into the sidewalk for the support of movable partitions shall be capped when not in use.

T. Restaurants that do not have table service, shall provide waste receptacle(s) for all used containers, wrappers, bottles, cans and other waste materials. The waste receptacles shall be located within the sidewalk café partitioned area, and shall be removed from the sidewalk along with other café equipment each day.

§168-504. Terms of License; Dates and Hours of Operation.

A. The sidewalk café license shall be personal to the applicant; person or business entity, and may not be sold, leased or transferred and shall be deemed revoked by the sale or transfer of lease or title to the building or the business to which the sidewalk café is related.

B. The term of each license shall commence on January 1st and expire on December 31st of each year. There shall be no proration of license fees, regardless of when the license is obtained.

C. All licenses issued pursuant to this article shall permit sidewalk café operations year round, any day of the year, except that no cafés shall be operated on the first Saturday in March, or when there is snow obstructing any part of the public right-of-way.

D. Hours of operation shall be between 8:00 a.m. and 11:00 p.m. seven (7) days a week; except that no alcoholic beverages, when permitted under this article, shall be served in a sidewalk café before 11:00 a.m. or when restricted by State of Local Alcoholic Beverage Control (ABC) laws.

§168-505. Application and Fees.

A. Applicants for a sidewalk café shall submit the following documents;

1. A completed application form to be issued by the Zoning Officer and available through the Zoning Office and on the City’s web site.

2. A copy of the restaurant’s certificate of liability insurance.

3. A letter of consent from the property owner stating that the restaurant and its operator, by name, are permitted to operate a sidewalk café in front of the property.

4. A letter from the City of Hoboken Health Department confirming that the applicant restaurant is in good standing.

5. A letter from the City of Hoboken ABC Board confirming that the applicant restaurant, where applicable, is licensed to sell alcoholic beverages and permitted to extend the service area of their license to the sidewalk café.

6. First time applicants shall submit scale drawings of the proposed sidewalk café by a licensed architect or engineer and photos of the property.

    a. All buildings, trees and street furniture within ten (10) feet of the proposed café must be included in the plans.

    b. All tables, chairs and accessory equipment must also be shown.

7. Applicants for renewal of a previously licensed café shall submit a photo and sketch of the location and dimensions of the sidewalk café, the number and placement of tables and chairs, and all other accessory equipment and information deemed necessary by the Zoning Officer. Scaled architectural plans shall not be required for renewal, unless the sidewalk café is located on a street that has had obstructions added, removed or altered since its last licensing, or in front of a building that has been significantly altered since the last licensing.

B. Upon approval, a successful applicant for a sidewalk café shall pay an annual license fee of two (2) dollars per square foot of café area, with no proration for a partial year.

§168-506. Insurance Required.

A. The applicant shall file with the Zoning Officer, a certificate of liability insurance in the minimum amount of one million ($1,000,000) dollars per occurrence and two million ($2,000,000) in aggregate, naming the City of Hoboken and its agents, servants, and employees as additional insured, which policy shall be kept in full force during the operation of the sidewalk café. The policy of insurance must be occurrence based coverage.

B. Each Certificate of Insurance required hereunder shall include a thirty (30) day cancellation clause which shall provide notice to the Zoning Office of the City of Hoboken. Any laps in insurance coverage, for any reason, will result in the immediate suspension of the café license.

C. In addition to obtaining the insurance coverage, the applicant/owner of the sidewalk café shall execute a hold harmless agreement in which the applicant/owner of the sidewalk café agrees to save, defend, keep harmless and indemnify the City and all of its officials and employees from and against any and all claims, loss, damages, injury cost, liability or exposure arising out of the granting of this license or the operation of the sidewalk café.

§168-507. Enforcement.

A. The Zoning Officer and the Police Department of the City of Hoboken shall have the authority to enforce this article.

B. Any person who violates any provision of this ordinance shall be subject to a civil penalty of not less than $150 nor more than $500 per occurrence. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate, and distinct offense.

C. The City of Hoboken, through its duly authorized agent, may revoke the license, after notice and a hearing, of any sidewalk café licensee who, upon receipt of citation for violation of city or state law or any of the requirements set fourth herein, fails to cure the violation within ten (10) days of said violation.

D. The City of Hoboken may require the immediate closure and removal of all sidewalk cafes or other projections or encumbrances upon any street, sidewalk or public easement which are improperly constructed or maintained, or which otherwise create a hazard to the public.

E. A licensee aggrieved by any decision to revoke a license, or to close or remove a sidewalk café, shall be afforded a hearing before the governing body. Such request for hearing shall be in writing and delivered to the City Clerk, 94 Washington Street, Hoboken, New Jersey, 07030.

F. The rules and regulations set forth herein shall be applied to all sidewalk café licensees, effective upon adoption of this amended section. Prior conditions that are noncompliant must be abated or approved by the governing body before a license shall be issued for the next following calendar year.

SECTION THREE: EXEMPTION

Restaurants located in any Residential Zone, who are licensed to operate a sidewalk café at the adoption of this Ordinance, and who have a fence that is non-conforming to this Ordinance, but is in conformance with Chapter 168 (Streets and Sidewalks), Article III (Fences, Gateways and Stairways) of the Municipal Code of the City of Hoboken, shall be permitted to retain said fence until such time as the fence is replaced or substantially altered.

SECTION FOUR: AMENDMENTS

The following section of Chapter 196, entitled "Zoning" of the Municipal Code of the City of Hoboken, is hereby amended to conform to the new language in Chapter 168; ~~deletions shall be noted by strikethrough~~ and additions shall be noted by underline:

Chapter 196: Article II. Definitions

§ 196-6. B

SIDEWALK CAFE

~~Use of the sidewalk beyond the building line for chairs, tables and other space dividers to permit the serving of food and drink for consumption by the patrons of the restaurant fronting on the expanse of sidewalk to be used for this purpose. Facilities shall be fully enclosed by a transparent or translucent temporary structure and shall, in all respects, conform to all applicable city and state regulations, as well as standards set forth elsewhere in this chapter.~~

See Chapter 168 Streets and Sidewalks, Article V Sidewalk Cafes.

For the purposes of this Chapter, a Sidewalk Café shall be considered an accessory use; customarily incidental to an approved restaurant use.

~~SIDEWALK CAFE, ENCLOSED~~

~~An enclosed eating and drinking facility in conformity with conditions set forth in Article VII of this chapter.~~

~~SIDEWALK CAFE, LIMITED~~

~~The utilization of sidewalk space beyond the building line to accommodate the serving of food and drink to patrons of a restaurant fronting on that space, which space is unenclosed and does not have walls, and subject to the conditions set forth in Article V of Chapter 168.~~

~~SIDEWALK CAFE, OPEN~~

~~An unenclosed eating and drinking facility in conformity with conditions set forth in Article VII of this chapter.~~

Chapter 196: Article V. Schedule I: Residential Districts

§196-14. D

~~(o) Sidewalk cafes.~~

§ 196-15. D

~~(12) Sidewalk cafes.~~

§ 196-16. D

~~(9) Sidewalk cafes.~~

Article VII. Schedule III: Review Districts

§ 196-19. D (1)

~~(d) Sidewalk cafes.~~

§196-38. Standards for particular use.

~~Q. Sidewalk café. The utilization of sidewalk space beyond the building line to accommodate the serving of food and drink to patrons of a restaurant fronting on that space shall be subject to the following conditions:~~

~~(1) Conformity with the Building Code and all applicable state and local Health Department standards.~~

~~(2) A renewable annual contract between the restaurant management and the Mayor and Council of the City of Hoboken setting forth the annual fee to the city, the hours and conditions of operation and such circumstances as will void renewal of the annual contract.~~

~~(3) No more than half the sidewalk or six (6) feet, whichever is less, shall be utilized for sidewalk cafes. In no case shall less than four (4) feet of sidewalk be available for pedestrian traffic.~~

~~(4) Site plan review and approval by the Planning Board.~~

SECTION FIVE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION SIX: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand not withstanding the invalidity of any part.

SECTION SEVEN: EFFECTIVE DATE

This Ordinance shall take effect January 1, 2013. The 2012 season shall terminate as scheduled on November 30th.

SECTION EIGHT: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 17, 2012.

Approved:
Form:

Approved as to Legal

_____
Quentin Wiest, Business Administrator

_____
Mellissa Longo, Corporation Counsel

RECORD OF COUNCIL VOTE ON 1ST READING				
Councilperson	**Yea**	**Nay**	**Abstain**	**No Vote**
Councilman Bhalla				
Councilwoman Castellano				
Councilman Doyle				
Councilwoman Giattino				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Cunningham				

RECORD OF COUNCIL VOTE ON 2ND READING				
Councilperson	**Yea**	**Nay**	**Abstain**	**No Vote**
Councilman Bhalla				
Councilwoman Castellano				
Councilman Doyle				
Councilwoman Giattino				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Cunningham				

CERTIFICATION:

I do hereby certify that the foregoing is a true and correct copy of an ordinance duly adopted by the City Council of the City of Hoboken, in the County of Hudson on this _____ day of _____, 2011.

_____
James J. Farina
City Clerk

Approved by the Mayor on the _____ day of _____, 2011.

_____
Dawn Zimmer, Mayor

-or-

Vetoed by the Mayor for the following reasons:

_____

_____

_____

_____