CITY OF HOBOKE

RESOLUTION NO. ____

RESOLUTION REQUESTING PRESENCE OF HOBOKE CFO, LOUIS PICARDO, AT JANUARY 19, 2005 COUNCIL MEETING

BE IT RESOLVED, that the Hoboken City Council requests that Louis Picardo, Acting CFO for Hoboken, be present for the entire Council Meeting scheduled for January 19, 2005.

Approved: 

Richard England, Interim Business Administrator

Approved as to form:

Joseph S. Sherman, Corporation Counsel

Date of Meeting: January 5, 2005
CITY OF HOBOKEN

RESOLUTION NO. ____

RESOLUTION EXTENDING CONTRACT WITH MILE SQUARE TOWING, INC., FOR ONE YEAR

BE IT RESOLVED, by the Hoboken City Council that the contract with Mile Square Towing, Inc., be extended for a one year period, commencing January 8, 2005.

Approved:

Richard England, Interim Business Administrator

Approved as to form:

Joseph S. Sherman, Corporation Counsel

Date of Meeting: January 5, 2005
CITY OF HOBOKEN

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HOBOKEN
TRANSFERRING THE DIVISION OF SIGNAL AND TRAFFIC FROM THE
DEPARTMENT OF ENVIRONMENTAL SERVICES TO THE HOBOKEN
PARKING UTILITY

WHEREAS, the Division of Signal and Traffic is established in Chapter 58, Section II and 12 of the Hoboken City Code; and

WHEREAS, the Parking Utility is established in Chapter 56 of the Hoboken City Code; and

WHEREAS, Signal and Traffic activities support the ongoing enforcement activities of the Parking Utility and its efforts are more appropriately coordinated with the Parking Utility.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hoboken that

SECTION I

ARTICLE III
Division of Signal and Traffic

§58-11. Established; functions, powers and duties.

There is hereby established a Division of Signal and Traffic in the (change from) the Department of Environmental Protection (change to) the Hoboken Parking Utility, which shall be responsible for the installation and maintenance of traffic signals, striping and signage, including street and curb markings and street signs, as well as assisting the Division of Police in parking enforcement.

§58-12. Staff.

The personnel staff in the Division of Signal and Traffic may include clerical, operational, supervisory and managerial positions as deemed necessary within the budgetary limits established by the Council.

SECTION II

If any section or provision of this Ordinance shall be held invalid in any Court, the same shall not affect the other sections or provisions of this Ordinance except so far as the section or provision so declared invalid and shall be inseparable for the remainder or portion thereof.
SECTION III

All Ordinances or parts of Ordinances inconsistent herewith and hereby repealed to the extent of such inconsistency.

SECTION IV

This Ordinance shall take effect upon publication.

Adopted: ____________________________ Approved: ____________________________

City Clerk James Farina mayor David Roberts

Approved to Form:

____________________________________

Joseph S. Sherman, Corporation Counsel

Date: December 15, 2004
RESOLUTION RATIFYING APPOINTMENT HUGH MCGUIRE JR. AS TAX APPEAL EXPERT WITNESS CONSULTANT

WHEREAS, the City of Hoboken has deemed it necessary and proper to hire an expert witness/consultant to represent the City of Hoboken in tax appeal matters; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq. permits the award of professional services contract without public bidding; and

WHEREAS, funds are available for this purpose and are part of the fiscal year 2005; and

WHEREAS, the City of Hoboken has on record the qualifications of Hugh McGuire, Jr.,

WHEREAS, neither Hugh McGuire, Jr. nor McGuire Associates has not made any political contributions within the last 12 months,

NOW, THEREFORE, BE IT AND HEREBY RESOLVED, that Hugh McGuire Jr., MAI of McGuire Associates with offices at 547 Summit Avenue, Jersey City New Jersey has been retained to represent the City of Hoboken as an expert witness/consultant on tax appeal matters.

BE IT FURTHER RESOLVED, mayor and City Clerk are hereby authorized to execute an Agreement to provide professional services with Hugh McGuire Jr., MAI of McGuire Associates.

BE IT FURTHER RESOLVED, that Hugh McGuire Jr., MAI shall not exceed a total amount $25,000 per year.

BE IT FURTHER RESOLVED, that this agreement shall be effective as of July 1, 2004 and terminate June 30, 2005.

BE IT FURTHER RESOLVED, that the City Clerk has published a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and amount of the contract in one newspaper authorized by the law to publish the City’s legal advertisement as required by N.J.S.A. 40A: 11-5(1)(a).
BE IT FURTHER RESOLVED, that a copy of this Resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A: 11-1 et Seq

APPROVED:

David Roberts, Mayor

Joseph S. Sherman, Corporation Counsel

James Farina, City Clerk

Date of Meeting: January 5, 2005
RESOLUTION NO._________________

RESOLUTION AUTHORIZING A PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES CONTRACT TO STUDIO GANG ARCHITECTS

WHEREAS, the City Of Hoboken has a need for architectural design and engineering services for construction of the Hoboken September 11th Memorial on the Hoboken South Waterfront off Pier A Park; and

WHEREAS, the City of Hoboken, through the Hoboken September 11th Memorial Fund Committee, solicited designs in April, 2003 for a memorial through a public art and design competition to select an artist, designer or collaborative team to create a memorial on Pier A to honor the memories of the community’s loved ones who were lost on September 11, 2001; and

WHEREAS, May 30, 2003 was the deadline for submissions and after a review and recommendations by a distinguished jury, the Hoboken September 11th Memorial Fund Committee chose a design on July 9, 2004 which was submitted by The FLOW Group, a team of five professionals from the fields of art, architecture, engineering and lighting design including Studio Gang Architects; and

WHEREAS, the City of Hoboken is desirous of awarding a professional architectural design and engineering services contract to Studio Gang Architects, 1212 N. Ashland Avenue, Suite 212, Chicago, IL 60622; and

WHEREAS, the maximum amount of the contract for professional architectural design and engineering services to Studio Gang Architects be TWO HUNDRED NINETY-ONE THOUSAND AND FIVE HUNDRED SIXTY FIVE ($203,565.00) DOLLARS; and

WHEREAS, the type of work constitutes professional services as defined by N.J.S.A. 40A:111-5(1)(a)(i) and as such is exempt from the bidding requirements; and

WHEREAS, the funds for this professional services contract are available through a $500,000 grant from the New Jersey Department of Community Affairs for this project; and

WHEREAS, this award is given to a professional firm which has not made any political contributions; and

WHEREAS, the Chief Financial Officer certifies that the funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Hoboken that Studio Gang Architects be awarded such contract for the provisions of professional design services for the aforesaid project, with a total sum for professional services not to exceed TWO HUNDRED NINETY-ONE THOUSAND AND FIVE HUNDRED SIXTY-FIVE ($203,565.00) DOLLARS.

BE IT FURTHER RESOVED, the Mayor and City Clerk are hereby authorized to execute this Agreement. Upon execution of said Agreement, the City of Hoboken does accept the Terms and Conditions specified in the Agreement.
BE IT FURTHER RESOLVED, that a copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A:11-1 et seq.

APPROVED:

___________________________________  __________________________________
Richard England, Interim Business Administrator       Joseph S. Sherman, Corporation Counsel

DATE: January 5, 2005
CITY OF HOBOKEN

RESOLUTION NO. ________

A RESOLUTION APPROVING PARTICIPATION WITH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION THROUGH THE NEW JERSEY DIVISION OF HIGHWAY SAFETY.

WHEREAS, the City of Hoboken is interested in participating in a program with the N.J. Division of Highway Traffic Safety to reduce pedestrian injuries through a targeted enforcement and awareness raising campaign, related to speed and aggressive driving, and

WHEREAS, the City of Hoboken wishes to apply for funding for a project under the New Jersey Division of Highway Traffic Safety in the amount of $7,500.00, and

WHEREAS, the Hoboken City Council has reviewed the accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Division of Highway Traffic Safety and the City of Hoboken for the purpose described in the application;

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

1) The Mayor or his designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application.

2) As a matter of public policy, the City of Hoboken, wishes to participate to the fullest extent possible with the N.J. Division of Highway Traffic Safety.

3) The Attorney General will receive funds on behalf of the applicant.

4) The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.

Approved as to Form:

_________________________________
Joseph S. Sherman, Corporation Counsel

____________________________________
Richard S. England, Business Administrator

Dated:
Memorandum

To: Council Members
From: Joseph Sherman, Corporation Counsel
Date: 2/12/05
Re: Hudson Square North

In December 1990, the City of Hoboken (the “City”) conveyed a property to Hudson Square North Associates for $2,523,770. The City received a payment of $1,023,770 and a note of $1,500,000 secured by a mortgage. The Hudson County Improvement Authority Affordable Housing Trust Fund (the “HCIA”) then made a loan to the City of $1,500,000 secured by a collateral assignment of the mortgage and a guarantee of the City. The Hudson County Improvement Authority Affordable Housing Trust Fund is divesting itself of many of its loans and, as this is the second mortgage on a property whose first mortgage is being sold to the Community Preservation Corporation (“CPC”), the intention of the AHTF is to sell this loan to CPC as well.

In order for CPC to purchase the loan, the AHTF needs the City to assign the note and mortgage to CPC. In return for assigning the note and mortgage, the City’s collateral assignment of the mortgage and guaranty of the loan to the HCIA would be discharged.

Attached, also, is a certified copy of the original authorizing ordinance.
AN ORDINANCE AUTHORIZING THE CITY OF HO-BOKEN TO ASSIGN A NOTE AND MORTGAGE FROM HUDSON SQUARE NORTH ASSOCIATES, L.P. TO COMMUNITY PRESERVATION CORPORATION

WHEREAS, on December 10, 1990, the Mayor and City Council of the City of Hoboken (the “City”), acting as the Redevelopment Agency of the City, conveyed to Hudson Square North Associates, L.P. (“Hudson Square North Associates”) Parcel E of the River Street Redevelopment Area (a.k.a. Lot 3, Block 225 and 224-232 Hudson Street) (“Parcel E”) for the sum of $2,523,770; and

WHEREAS, as consideration for the conveyance of Parcel E, Hudson Square North Associates paid the sum of $1,023,770 to the City and delivered to the City a Purchase Money Note in the principal amount of $1,500,000, dated December 21, 1989 (the “Note”), secured by a Mortgage on Parcel E, also dated December 21, 1989 (the “Mortgage”); and

WHEREAS, in order to obtain additional revenue for the 1990 Municipal Budget, the City submitted an application for a loan from the Affordable Housing Trust Fund (the “Trust”) to the Hudson County Department of Planning and Economic Development, administrator of the Trust, for recommendation by the Hudson County Improvement Authority (“HCIA”) and consideration by the County Executive; and

WHEREAS, by resolution of November 13, 1990, the HCIA unanimously recommended a loan of $1,500,000 from the Trust to the City (the “Loan”) and, by letter of November 19, 1990 to Mayor Patrick Pasculli, the County Executive approved the Loan; and

WHEREAS, the Loan was secured by the collateral assignment by the City of the Mortgage and a guaranty from the City of repayment of the Note in the event of default on the Note by Hudson Square North Associates (the “Collateral Assignment”); and

WHEREAS, the Trust has notified the City that the Trust has received a proposal from Community Preservation Corporation (“CPC”) in which CPC will pay the Trust the outstanding sums due under the Loan in return for an assignment of the Note and the Mortgage; and
WHEREAS, the payment of such sums by CPC will discharge the City’s obligations to the Trust pursuant to the Loan; and

WHEREAS, in order to consummate the aforesaid transaction, the Trust and CPC have requested that the City assign the Note and the Mortgage directly to CPC in consideration of the payment by CPC to the Trust of the outstanding sums due under the Loan; and

WHEREAS, the Trust will relinquish its rights under the Collateral Assignment in consideration of the payment by CPC to the Trust of the outstanding sums due under the Loan; and

WHEREAS, in consideration of the foregoing, the City finds that it is in the best interests of the taxpayers of the City to assign the Note and the Mortgage to CPC in exchange for the satisfaction of the payment obligations of the City to the Trust pursuant to the Loan;

NOW, THEREFORE, BE IT ORDAINED that

1. The Mayor and City Council of the City are authorized to assign the Note and the Mortgage to CPC upon payment by CPC to the Trust of the outstanding sums due under the Loan; and,

2. Subject to the review and approval of the Director of the Department of Law, or his duly appointed representative, the Mayor of the City, or his duly appointed representative, is authorized to execute all documents necessary to assign the Note and Mortgage to CPC and the City Clerk is authorized to witness and seal all such documents; and

3. The City Clerk is authorized to provide for the publication of this Ordinance pursuant to the provisions of N.J.S.A. 40:49-1 et seq.

4. This Ordinance shall take effect following passage and publication according to the operation of law.

PASSED:

_______________________________
President, City Council
WITNESS: APPROVED

_____________________  _______________________________
City Clerk  Mayor

Approved as to Form:

_____________________
Joseph S. Sherman,
Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

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<th>ACCOUNT</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
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Temporary Appropriations (Continued)

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<tr>
<th>ACCOUNT</th>
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Transport. S&W  5-01-27-348-010  $ 32,000.00
Recreation S&W  5-01-28-370-010  $ 95,000.00
Parks S & W  5-01-28-375-010  $ 100,000.00
Public Prop S&W  5-01-28-377-010  $ 82,000.00
Munic Court S&W  5-01-43-490-010  $ 133,000.00
Public Defender SW  5-01-42-495-010  $ 5,500.00

(TOTALS) $ 4,657,000.00

(Outside Caps)
Public Lib. S&W  5-01-29-390-010  $ 87,000.00
Parking Util. S&W  5-31-55-502-100  $ 195,000.00

(TOTALS) $ 282,000.00

MEETING:  16 February 2005

APPROVED AS TO FORM: _______________________________
Joseph Sherman, Corporation Counsel

Department Director: _______________________________
Richard England, Interim Business Administrator
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS TO THE SFY 2005 BUDGET UNTIL SUCH TIME AS A FORMAL BUDGE IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

<table>
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<tr>
<th>ACCOUNT</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
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<td>Police Dept. O &amp; E</td>
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<td>Environ Svs. Dir O &amp; E</td>
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<td>Central Garage O &amp; E</td>
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<tr>
<td>Solid Waste O &amp; E</td>
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<td>Recreation O &amp; E</td>
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<td>TOTAL</td>
<td>$390,000.00</td>
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</table>

MEETING: 16 February 2005

APPROVED AS TO FORM: _________________________________
Joseph Sherman, Corporation Counsel

Department Director: _________________________________
Richard England, Interim Business Administrator
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, Louis P. Picardo, Collector of Revenue recommends that refunds
be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order
of the following taxpayer in the sum opposite their respective name, totaling $61,871.41
representing overpayment of taxes:

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<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
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<td>1201 Elm Street</td>
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<tr>
<td>Suite 400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas, Texas 75270</td>
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<td>PROPERTY</td>
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Meeting: February 16, 2005

Approved as to Form:

CORPORATION COUNSEL

Louis P. Picardo

Page Four of Four
LAND USE AND BUILDING BULK REGULATIONS, APPLICATION AND INTERPRETATION

Zone 2

Blocks 80/81, 86 & 87 near the railroad along the Jersey City municipal boundary will be permitted to have residential buildings:

Where a re-developer chooses to combine residential use with permitted non-residential principal uses such as community facility or office or commercial recreation in a single building, all residential use - except for lobby access - must be located on floors above the other uses and have separate secure entrances. In such a case, the floor area of each use must be pro-rated relative to the site. Such pro-rating shall also apply to instances where pre-existing non-residential buildings remain whether for continued non-residential use or renovated for residential use. Residential floor area may abut parking areas which are physically separated but technically on the same level. Maximum building height shall be the maximum permitted for residential use and all residential floors shall have rear yards as required for residential buildings.

Where such a mixed-use building directly abuts an off-site residential development, the design shall be evaluated by the Planning Board as to potential negative impact on the access to light and air of the adjoining residential building or residential floors of such building.

The re-developer of Block 80/81, which currently is a merged block encompassing the formerly vacated portion of Jackson St. between 7th and 8th St., shall open Jackson St. through the block to the extent necessary to allow vehicular circulation by the public in a manner mutually agreed on between the re-developer and the city. The land itself may remain privately owned and maintained, may be counted toward developable floor area, but there shall be a permanent public easement provided to ensure public access along the designated right-of-way (ROW). If the vehicular ROW is designed as part of a programmable public space, the re-developer may design the ROW in a manner different in appearance and alignment from standard city streets subject to review by the city's engineer. If the ROW is so designed and programmed, the re-developer may count the area of the ROW toward a bonus and shall enter into an agreement with the city to permit limited closings for specified public events.

Whereas a single entity has been designated as re-developer of all of Block 80/81 (with the exception of one lot owned by NJT) and Block 87 (lots 1-12 and 21-32), and whereas existing buildings may remain, the following rules may be applied: multiple principal buildings may be created so long as the maximum permitted floor area, maximum permitted lot coverages and minimum open space (i.e. yard areas) of the various uses are pro-rated as discussed above. The Planning Board may regard the combined site as a large-scale development and permit exceptions from the strict application of the setback requirements and the location of yards and
parking in the interest of providing light, air and open space and a desirable visual environment so long as the general intent of the Plan is carried out.

If the re-developer of Block 86, a 400ft. long trapezoidal-shaped block with approximately 113ft. of depth at Eighth Street and approximately 55ft. at Ninth Street, creates a public park at the Eighth Street end of the block, the park area itself may remain privately owned and maintained, may be counted toward developable floor area, but, in such case, there shall be a permanent public easement provided to ensure public access pursuant to an agreement with the city. If such park is no less than approximately 12,040 sq.ft. in area and if the re-developer chooses the high-rise configuration for a residential building, and if the minimum average unit size is no less than 1100 net sq.ft., then the maximum FAR attributable to the residential units, including a prescribed number of affordable units, may be 3.88, excluding the bonus area. Retail and/or restaurant space will be subject to Planning Board approval.

As with the development of Blocks 80/81 & 87, the Planning Board may consider the peculiar and exceptional shape of Block 86 and permit exceptions from the strict application of the setback requirements and the location of yards in the interest of providing light, air and public open space including a designated area to be used as a bikeway in compliance with the City's Master Plan so long as the general intent of the Redevelopment Plan is carried out. In conjunction with such site planning for Block 86, the City may also allow the widening of the sidewalk along Jackson Street (with or without on-street parking) in order to improve the pedestrian ambience and to further "calm" the vehicular traffic on the street.

Residential buildings shall be designed as follows or pursuant to the Zone 1 option:

Building Height
ten residential floors (100ft.) over maximum of two floors (20ft.) of parking (maximum total building height 120ft.) except as varied below and under "Bonus FA":

parking may be provided in a cellar as defined by the Hoboken zoning ordinance; such cellar parking shall not be counted as a "floor" so long as it extends less than 10ft. above the sidewalk grade nearest the front street facade and so long as the final height of the building does not exceed the maximum permitted.

where residential floor area is used to mask the parking, such residential use shall not be counted as a "residential floor" so long as maximum FAR and density have not been exceeded; if a combination of residential and non-residential (non-parking) floor area is so used, the parking may occupy up to two levels covering 90% of the site so long as the parking floors are completely masked and so long as all other regulations specified herein are complied with; the ground floor height may exceed 10ft. only to the extent necessary to raise the first residential "floor" level to base flood elevation.
a residential accessory parking structure may be 40ft. tall if all such floors are completely masked by residential or other non-parking floor area on at least three sides so long as the roof of the parking is landscaped and accessible to tenants of the site (see "Bonus FA" below); if the fourth side abuts an off-site development within the Plan area, the structure at the lot line may be a maximum of 20ft. in height, structure above that height must be set back a minimum of 5ft. or sufficient to minimize any negative impact on the light and air of the adjoining property; the visible portion of the wall which is set back from the property line shall be designed in a manner to disguise the parking use; where such structure is proposed on land adjacent to the railroad on Blocks 80/81 or Block 86, maximum height is 60ft. so long as the structure is not immediately adjacent to an off-site residential development.

**Floor Area Ratio**

3.0 (except as varied above and below)

**• Bonus FA**

where public recreation space is created within the footprint of the residential structure or on adjacent lots within the residential zone boundaries (unless granted special exception by the City Council), the builder may add an equivalent amount of floor area to the building adding no more than an additional two floors (20ft., for a total building height of 140ft.) subject to the following controls:

- an area equivalent to at least 30% of any site area attributable to residential use shall be developed and accessible exclusively to site residents as private open space; such space may be calculated as any combination of on-grade areas and/or rooftops other than the roofs above residential floors, e.g. garage or office building roofs;

- bonusable public space may be proposed from remaining open areas whether on-grade or on rooftops (each 1.0 sq.ft. of rooftop space may generate 1.0 sq.ft. of bonus residential floor area only if the Planning Board finds the design satisfactory including but not limited to the provision of easy and obvious accessibility to the public)

- where the roof above the topmost residential floor is developed as a "green" roof and where such design allows access to tenants, such roof may count toward the 30% requirement; an enclosed community room which encloses the stair and elevator access to such roof shall be permitted; outside roof decks designed to enable tenants to maximize
the enjoyment of such roof shall not be counted as roof coverage

- the public recreation space may be no smaller than 50ft. by 50ft. in size if open, 25ft. by 25ft. if enclosed

Density

max. dwelling units permitted on the site shall be calculated by dividing permitted FA by 1000; bonus FA may be translated into additional dwelling units by dividing it by 1000

Lot coverage

50% for the residential portion of the building or buildings; where multiple towers are planned, they shall be no closer than 60ft. window to window; see Urban Design Guidelines: General Building Bulk and Yard Requirements)

90% for first parking level up to 10ft. above grade; if two levels of parking are created, the second floor of parking may not extend beyond a line drawn around all the exterior walls of the residential portion of the building; where complete masking is provided as described under "Building Height" above, the second parking floor may also cover 90%

on Block 86, if the building is designed in conjunction with a public park as described above such that the footprint of the ground-floor covers less than 60% of the site, parking located on no more than one floor above such floor may match the lot coverage of said ground floor subject to the Planning Board's approval of its urban design characteristics (i.e. that it is clad to look like the residential floors above rather than like a parking garage)

Parking

one space for each dwelling unit except for bonus units; no spaces required for public recreation space or any publicly accessible activity areas required in the building base so long as no individual activity area exceeds 1000 s.f. gross

on Block 86, where a public park is created and the footprint of the building is less than 60% on all floors thus restricting the parking floors, the Planning Board shall give special consideration to any need for parking variances that may arise for retail and restaurant uses on the lower floors considering the availability of mass transit in the form of the nearby Light Rail station
MEMORANDUM

To: Hoboken City Council

From: Elizabeth Vandor, P.P., AICP

Date: December 22, 2004

Re: PROPOSED AMENDMENT TO NORTHWEST REDEVELOPMENT PLAN

In August 2003, the Planning and Zoning Committee of the City Council met with Dean Geibel d/b/a Metro Stop Enterprises, LLC, contract purchaser of the property 800-830 Jackson Street (Block 86, Lots 1-16 also known as the Casalino site) concerning Mr. Geibel's desire to be designated as re-developer of said property located within Sub-Zone 2 of the Northwest Redevelopment Plan.

Mr. Geibel proposed to develop not only a high-rise residential building (pursuant to the plan regulations for the subject sub-zone) with retail/restaurant and parking uses as permitted in the plan but also proposed a 12,040 square foot public park at the southern end of Block 86 for which the plan allows the re-developer to achieve a one-to-one square foot bonus in building floor area.

Mr. Geibel presented his proposal to the City Council on August 13, 2003 at which time he also agreed to create five affordable housing units within the building and recognized the desire of the city to have more family-sized dwelling units and was subsequently designated as re-developer of said site at the Council meeting of September 3, 2003.

Dean Marchetto, architect to Mr. Geibel, presented the project drawings (A1, "Location Map/Key Plan/Zoning Information", revised 7/14/03; A2, "Building Elevations", revised 7/14/03, rendered Site Plan © 2002) and explained that the subject site is comprised of an entire block which, instead of being a 200ft. deep by 400ft. long rectangle typical of almost all other blocks in the city, said block is a 400ft. long trapezoid but with its northern end only 55ft. deep and its southern end only 113ft. deep. He also explained that the proposed building has been located in the narrow northern portion of the site in order to create the most favorable location for the public park (which will provide visual and physical access to the new 9th St. Light Rail station and to the Palisades while also flowing into the previously approved public plaza planned for the Monroe Center project).

The Sub-Zone 2 regulations do not permit the Planning Board to grant additional floor area in excess of the permitted Floor Area Ratio (FAR) of 3.0 for high-rise residential buildings occupying the corners of blocks as the Board is permitted to do for a Sub-Zone 2 corner building.
in a six-story configuration, thus the subject site developed at 3.0 FAR would result in an average unit size of approximately 850 net sq.ft. while other six-story corner buildings in the Plan have been granted or have proposed residential FAR's ranging from 3.77 to 3.79 which allows for an average unit size of 1100 net sq.ft.

The City of Hoboken's Master Plan (adopted April 2004), among other objectives and recommendations, encourages the provision of affordable housing units, promotes larger housing units along with parks to make the city more of a family community, stresses creation of residential neighborhoods rather than isolated buildings for the western redevelopment areas with shopping and convenience retail at the transit stops, suggests provision of visual and actual connections to the Palisades, encourages the private sector to create open space in new development and promotes a green circuit including a bikeway around the city.

The subject project proposes no more dwelling units than the Northwest Redevelopment Plan permits, has less than the permitted lot coverage at ground level and for its residential floors, and does not exceed the maximum height for a building which includes a bonus generated by a public park on-site, in a building with a residential FAR of 3.88 (excluding the bonus area). The project thus complies with the above-cited Master Plan recommendations in that it creates a 12,040 sq.ft. public park which provides additional city open space, creates a bikeway between the building and the Light Rail tracks linking up with the previously approved Monroe Center public Plaza, provides visual and actual access to the Palisades, creates restaurant and retail uses facing the park and the LRT station and proposes an average unit size of approximately 1100 net sq.ft. while providing five affordable housing units sized for families.

It should also be noted that although the regulations currently permit 10 residential floors over two of parking, the Geibel proposal is for 8 residential floors over two of parking. While two additional bonus floors are permitted for a total building height of 140ft., the subject proposal shows one additional floor for a final building height of less than 112ft.

In order to enable the subject project - originally presented to the Council on August 13, 2003 and revised in mid-2004 to reduce building size, add a green roof and create a bikeway - to go forward properly pursuant to the Northwest Redevelopment Plan, it is recommended that the language regulating Sub-Zone 2 be amended.

Based on fair consideration of the above facts and conditions the Northwest Redevelopment Plan should be amended such that the subject property, Block 86, Lots 1-16, located in Sub-Zone 2 may be developed pursuant to a new set of architectural plans to be submitted to the Planning Board for site plan approval (subject to further changes the Planning Board may request) which, at a minimum show a public park 12,040 sq.ft. in area at the 8th Street end of the block, a designated bikeway, a residential building with a "green" roof, a maximum of 113 dwelling units averaging no less than 1100 net sq.ft. of which units five will be affordable and twelve represent the bonus generated by the public park, with a maximum residential FAR of 3.88 (excluding the bonus area).
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Hoboken (name of applicant) desires to further the public interest by obtaining funding in the amount of $2,000,000 from the State to fund the following project(s): Acquisition of 1600 Park Avenue (Block 256, Lot 1-8) at a cost of $7,100,000 (project cost).

NOW, THEREFORE, the governing body resolves that David Roberts (name of authorized official) or the successor to the office of Mayor (title of authorized official) is hereby authorized to:
(a) make application for such a loan and/or such a grant
(b) provide additional application information and furnish such documents as may be required
(c) act as the authorized correspondent of the above named applicant, and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Council of the City of Hoboken (name of legal body)
1. That the Mayor (title of authorized official) of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as 1600 Park Avenue Park (project name), and;
2. That the applicant has its matching share of the project, if a match is required, in the amount of $______________.

NOT APPLICABLE
3. That, in the event the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project, and;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project, and;
5. That this resolution shall take effect immediately.

CERTIFICATION

I, James J. Farina (name and title of Secretary or equivalent) do hereby certify that the foregoing is a true copy of a resolution adopted by Hoboken City Council (name of legal body) at a meeting held on the 2nd day of February, 2005.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this ____ day of ______________, ____.

James J. Farina, City Clerk

Meeting Date: February 2, 2005

Approved as to form:

Fred M. Bado, Director

Joseph S. Sherman, Corporation Counsel
INTRODUCED BY:__________________________
SECONDED BY:____________________________

CITY OF HOBOKEN
RESOLUTION NO. ___________

This resolution awards a three (3) year contract to Verizon for Centrex telephone service.

WHEREAS, the City of Hoboken is desirous of having telephone service within the City operation, and

WHEREAS, the City of Hoboken has solicited proposals within the industry, and

WHEREAS, the Administration of the City of Hoboken deemed Verizon’s offer to be in the best interests of the City, now

THEREFORE BE IT RESOLVED, the Administration is hereby authorized to enter into a three (3) year contract (1 February 2005 through 31 January 2008) with Verizon for Centrex telephone service at an annual cost of approximately $100,000.00.


Approved to Form: Joseph S. Sherman, Corp.Counsel

Date: 2 February 2005
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS TO THE SFY 2005 BUDGET UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

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| (Outside Cap)                   |            |          |
| Worker’s Comp. O&E              | 5-01-30-400-020 | $ 50,000.00 |
| Group Health O & E              | 5-01-30-400-030 | $1,000,000.00|
| Public Library O&E              | 5-01-29-390-021 | $ 25,000.00 |
| **TOTAL**                       |            | **$ 1,075,000.00** |

MEETING: 2 February 2005

APPROVED AS TO FORM: _______________________
Joseph Sherman, Corporation Counsel

Department Director: _______________________
Richard England, Interim Business Administrator
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Inside Caps)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel S &amp; W</td>
<td>5-01-20-105-010</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Mayor’s Office SW</td>
<td>5-01-20-110-010</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>City Council S&amp;W</td>
<td>5-01-20-111-010</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A.B.C. Board S&amp;W</td>
<td>5-01-20-113-010</td>
<td>$500.00</td>
</tr>
<tr>
<td>Purchasing S &amp; W</td>
<td>5-01-20-114-010</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Grants Mgmt S&amp;W</td>
<td>5-01-20-116-010</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>City Clerk S &amp; W</td>
<td>5-01-20-120-010</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>Finance Super S&amp;W</td>
<td>5-01-20-130-010</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Accts &amp; Control SW</td>
<td>5-01-20-131-010</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Payroll S &amp; W</td>
<td>5-01-20-132-010</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Tax Collector S&amp;W</td>
<td>5-01-20-145-010</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Info Technol S &amp; W</td>
<td>5-01-20-147-010</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Assessor’s S &amp; W</td>
<td>5-01-20-150-010</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Corp.Counsel S&amp;W</td>
<td>5-01-20-155-010</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Commun Devel SW</td>
<td>5-01-20-160-010</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Planning Bd S &amp; W</td>
<td>5-01-21-180-010</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Zoning Off. S &amp; W</td>
<td>5-01-21-186-010</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Housing Insp S&amp;W</td>
<td>5-01-21-187-010</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Construction S&amp;W</td>
<td>5-01-22-195-010</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Police S &amp; W</td>
<td>5-01-25-241-010</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>Emerg Mgmt S&amp;W</td>
<td>5-01-25-252-010</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Fire Dept. S &amp; W</td>
<td>5-01-25-266-010</td>
<td>$700,000.00</td>
</tr>
<tr>
<td>Signal &amp; Traf S&amp;W</td>
<td>5-01-25-267-010</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Env. Svecs. Dir.S&amp;W</td>
<td>5-01-26-290-010</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Central Garg. S&amp;W</td>
<td>5-01-26-301-010</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>Solid Waste S &amp; W</td>
<td>5-01-26-305-010</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Hum.Svecs.Dir S&amp;W</td>
<td>5-01-27-330-010</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Const Svecs S&amp;W</td>
<td>5-01-27-333-010</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Senior Citiz S &amp; W</td>
<td>5-01-27-336-010</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Rent Control S&amp;W</td>
<td>5-01-27-347-010</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Temporary Appropriations (Continued)
Transport. S&W 5-01-27-348-010 $ 10,000.00
Recreation S&W 5-01-28-370-010 $ 20,000.00
Parks S & W 5-01-28-375-010 $ 50,000.00
Public Prop S&W 5-01-28-377-010 $ 30,000.00
Munic Court S&W 5-01-43-490-010 $ 60,000.00
Public Defender SW 5-01-42-495-010 $ 5,000.00

TOTALS $ 2,926,500.00

(Outside Caps)
Public Lib. S&W 5-01-29-390-010 $ 40,000.00
Parking Util. S&W 5-31-55-502-100 $ 50,000.00

TOTALS $ 90,000.00

MEETING: 2 February 2005

APPROVED AS TO FORM:

Joseph Sherman, Corporation Counsel

Department Director:

Richard England, Interim Business Administrator
CITY OF HOBOKEN
RESOLUTION NO. ____________

THIS RESOLUTION AWARDS A THREE (3) YEAR CONTRACT TO VERIZON FOR CENTREX TELEPHONE SERVICE.

WHEREAS, the City of Hoboken is desirous of having telephone service within the City operation, and

WHEREAS, the City of Hoboken is has solicited proposals within the industry, and

WHEREAS, the Administration of the City of Hoboken deemed Verizon’s offer to be in the best interests of the City, now

THEREFORE BE IT RESOLVED, the Administration is hereby authorized to enter into a three (3) year contract (1 February 2005 through 31 January 2008) with Verizon for Centrex telephone service at an annual cost of approximately $100,000.00.

Approved to Form: Joseph S. Sherman, Corp.Counsel
Date: 2 February 2005

CITY OF HOBOKEN
RESOLUTION NO. ____________

INTRODUCED BY:__________________________
SECONDED BY:___________________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS DEPOSITS FOR VEHICLE AVI CARDS USED IN THE MUNICIPAL GARAGES OF
WHEREAS, the Hoboken Parking Utility requires its monthly customers within the Municipal Garages within Hoboken to make a deposit as security for the individual vehicle AVI (computer card) used to enter/exit the garage(s), and

WHEREAS, the Hoboken Parking Utility receives said deposits from the individual customers, and

WHEREAS, this deposit is refundable upon the cancellation of the contract between the individual and the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the deposit value equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Two Hundred Twenty-Five Dollars ($225.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2005 Budget Current Fund line number 5-31-55-502-200. (See attached list)

Meeting: 2 February 2005

APPROVED: ____________________________  APPROVED AS TO FORM: ____________________________

Richard England, Interim B.A.  Joseph Sherman, Corporation Counsel

INTRODUCED BY: ____________________________
SECONDED BY: ____________________________

CITY OF HOBOKEY
RESOLUTION NO. ________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS FOR IMPROPER TOWING AND/OR BOOTING ACTIONS TAKEN BY THE HOBOKEY PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility is charged with providing on/off street parking for the citizens of Hoboken, and

WHEREAS, the Hoboken Parking Utility is also charged with enforcing existing
parking regulations within the City of Hoboken, and

WHEREAS, this enforcement, occasionally, results in improper citations being issued by the employees of the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the towing and/or boot removal charges which were deemed to be improper equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be One Thousand Fourteen Dollars ($1,014.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2005 Budget Current Fund line number 5-31-55-502-200. (See attached list)

Meeting: 2 February 2005

APPROVED: 

APPROVED AS TO FORM:

Richard England, Interim B.A. 

Joseph Sherman, Corporation Counsel
INTRODUCED BY: ______________________
SECONDED BY: ________________________

CITY OF HOBOKEN
RESOLUTION NO. __________

THIS RESOLUTION AWARDS A ONE (1) YEAR CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD FOR EMPLOYEE HEALTH CARE.

WHEREAS, the City of Hoboken is contractually required to provide health care to its employees, and

WHEREAS, the City of Hoboken is desirous to continue said coverage, and

WHEREAS, the Administration of the City of Hoboken sought competitive proposals from health care providers, and

WHEREAS, the Administration has identified Horizon Blue Cross/Blue Shield as the recommended provider of health care services, now

THEREFORE BE IT RESOLVED, the Administration is hereby authorized to enter into a one (1) year contract (1 February 2005 through 31 January 2006) with Horizon Blue Cross/Blue Shield at a maximum annual cost of $8,850,000.

Approved to Form: Joseph S. Sherman, Corp.Counsel

Date: 2 February 2005
INTRODUCED BY: ________________________
SECONDED BY: ________________________

CITY OF HOBOKEN
RESOLUTION NO. _________

THIS RESOLUTION AWARDS A ONE (1) YEAR CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD FOR EMPLOYEE HEALTH CARE.

WHEREAS, the City of Hoboken is contractually required to provide health care to it’s employees, and

WHEREAS, the City of Hoboken is desirous to continue said coverage, and

WHEREAS, the Administration of the City of Hoboken sought competitive proposals from health care providers, and

WHEREAS, the Administration has identified Horizon Blue Cross/Blue Shield as the recommended provider of health care services, now

THEREFORE BE IT RESOLVED, the Administration is hereby authorized to enter into a one (1) year contract (1 February 2005 through 31 January 2006) with Horizon Blue Cross/Blue Shield at a maximum annual cost of $8,850,000.


Approved to Form: Joseph S. Sherman, Corp.Counsel

Date: 2 February 2005
I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the $225.00 necessary to meet this contract amount will be available, upon adoption of the SFY 2005 Budget, in the following appropriation, Parking Utility Other Expense - 5-31-55-502-200. These funds will be sufficient to meet the contractual commitment providing for:

Refund of deposits for AVI Cards used in the Municipal Garages and awarded to the following vendor:

Hoboken Parking Utility (to be dispersed to shown individuals)
94 Washington Street
Hoboken, NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

______________________________
Temporary Chief Financial Officer

Date:__________________________

INTRODUCED BY:__________________________
CITY OF HOBOoken
RESOLUTION NO. ____________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS DEPOSITS FOR VEHICLE AVI CARDS USED IN THE MUNICIPAL GARAGES OF THE HOBOken PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility requires it’s monthly customers within the Municipal Garages within Hoboken to make a deposit as security for the individual vehicle AVI (computer card) used to enter/exit the garage(s), and

WHEREAS, the Hoboken Parking Utility receives said deposits from the individual customers, and

WHEREAS, this deposit is refundable upon the cancellation of the contract between the individual and the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the deposit value equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Two Hundred Twenty-Five Dollars ($225.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2005 Budget Current Fund line number 5-31-55-502-200. (See attached list)

Meeting: 2 February 2005

APPROVED: Richard England, Interim B.A.
APPROVED AS TO FORM: Joseph Sherman, Corporation Counsel
CITY OF HOBOKEN ORDINANCE NO. _______________


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

ARTICLE II
Parking, Standing and Stopping

190-6.1 Restricted parking for fire vehicles and official business by permit only.

Section 1: The location described is hereby designated restricted parking; by permit only issued by the Hoboken Fire Department.

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Street</td>
<td>south</td>
<td>Beginning at a point 35 feet west of the westerly curbline of Grand Street and extending 163 feet westerly therefrom</td>
<td>Vehicles owned and operated by the members of the Hoboken Fire Dept that are properly identified by a permit issued by the Hoboken Fire Dept. For the hours of 8:00 am to 4:00 pm Monday through Friday.</td>
</tr>
<tr>
<td>Second Street</td>
<td>north</td>
<td>Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending 163 feet westerly therefrom.</td>
<td></td>
</tr>
</tbody>
</table>

Section 3: All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall be a part of the Hoboken code as though codified and fully set forth therein. The city clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code.

Section 5: This ordinance shall take effect as provided by law.

Mayor
Approved as to legal form
Corporation Counsel

Meeting Date: February 2, 2005
CITY OF HOBOKEN
RESOLUTION NO. _________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS FOR IMPROPER TOWING AND/OR BOOTING ACTIONS TAKEN BY THE HOBOKEN PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility is charged with providing on/off street parking for the citizens of Hoboken, and

WHEREAS, the Hoboken Parking Utility is also charged with enforcing existing parking regulations within the City of Hoboken, and

WHEREAS, this enforcement, occasionally, results in improper citations being issued by the employees of the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the towing and/or boot removal charges which were deemed to be improper equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be One Thousand Fourteen Dollars ($1,014.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2005 Budget Current Fund line number 5-31-55-502-200. (See attached list)

Meeting: 2 February 2005

APPROVED: ___________________________ APPROVED AS TO FORM: ___________________________

Richard England, Interim B.A. Joseph Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE CITY OF HOBOKEN ACTING AS THE REDEVELOPMENT AGENCY OF THE CITY OF HOBOKEN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TARRAGON/URSA DEVELOPMENT PARTNERSHIP, LLC

WHEREAS, the City is considering to undertake a preliminary investigation of an area adjacent to the Northwest Redevelopment Area (“NWRA”) for which a redevelopment plan was initially adopted by Ordinance No. R-318, approved May 20, 1998, and thereafter amended from time to time; and

WHEREAS, the City adopted a Master Plan in April 2004, which recognizes that the district described therein as the West Side/Northwest Redevelopment Area is “Hoboken’s final frontier” and generally describes the development goals for the transition of this district from industrial to non-industrial use; and

WHEREAS, in an effort to facilitate redevelopment planning for a portion of this area, the City is desirous of obtaining private participation for the funding and performance of the processes set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“LRHL”); and

WHEREAS, the City is contemplating pursuing the redevelopment plan process in order to establish appropriate types and density of development, sufficient open space, and the provision of appropriate recreational and other public facilities for the above-referenced area (hereinafter the “Study Area”) which includes the following properties identified by their block and lot designations on the current Hoboken Tax Map:

- Block 92, Lots 1.1, 1.2, 1.11 and 1.12
- Block 93, Lots 1 to 32
- Block 97, Lots 1.1, 1.2, 1.3, 2, 3, 4, 5, 6.2, 6.3 and 7 to 22.2
- Block 101, Lot 1.1
- Block 105, Lot 1.1
- Block 106, Lots 1 to 32
- Block 111, Lots 2 to 14.1
- Block 112, Lots 1 to 32

The Study Area may generally be described as an area bounded on the north by Fourteenth Street, on the south by the boundary of the adjacent NWRA, on the east by a combination of the boundary of the adjacent NWRA and the proposed school facilities project of the New Jersey Schools Construction Corporation, and on the west by the right of way line of the Hudson-Bergen Light Rail Transit System; and
WHEREAS, the Developer has presented the City with a Concept Plan that includes residential and commercial development projects, open space, parks and recreational and other public facilities in an effort to meet the City’s needs, goals and objectives for the Study Area; and

WHEREAS, the Developer has demonstrated its qualifications to participate as a redeveloper in accordance with the LRHL in connection with the clearance, replanning, development and redevelopment of the Study Area; and

WHEREAS, the Developer has represented warranted that it has obtained site control over a majority of the land and parcels within the Study Area by virtue of its having entered into enforceable purchase agreements with the owners thereof; and

WHEREAS, the Developer is agreeable to conform its redevelopment activities to those that may be approved and incorporated into a redevelopment plan to be adopted in accordance with the LRHL; and

WHEREAS, the City is desirous of designating the Developer as the private redeveloper of the Study Area provided that the Study Area is determined to be an area in need of redevelopment and a redevelopment plan is adopted in accordance with the LRHL.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN:

1. That the City of Hoboken enter into a Memorandum of Understanding with TARRAGON/URSA REDEVELOPMENT PARTNERSHIP, LLC, a New Jersey limited liability company, in the form attached hereto.
2. That the Mayor be and is hereby authorized to execute the aforesaid Memorandum of Understanding on behalf of the City of Hoboken.
3. That this Resolution shall be effective immediately.

Date of Meeting: February 2, 2005

APPROVED:  

Fred M. Bado, Director  
Community Development

Approved as to Form:

Joseph S. Sherman  
Corporation Counsel
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF
HOBOKEN AND TARRAGON/URSA REDEVELOPMENT PARTNERSHIP, LLC

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter the “MOU”) entered into as of the ___ day of February, 2005, between the Mayor and City Council of the City of Hoboken (hereinafter the “City”), a Municipal Corporation of the State of New Jersey, whose address is City Hall, 94 Washington Street, Hoboken, New Jersey 07030; and TARRAGON/URSA REDEVELOPMENT PARTNERSHIP, LLC, a New Jersey limited liability company, having its address at c/o Ursa Development Group, LLC, 71 Grand Street, Hoboken, New Jersey 07030 (hereinafter the “Developer”);

W I T N E S S E T H:

WHEREAS, the City is considering to undertake, for purposes of redevelopment, a preliminary investigation of an area adjacent to the Northwest Redevelopment Area (“NWRA”) for which a redevelopment plan was initially adopted by Ordinance No. R-318, approved May 20, 1998, and thereafter amended from time to time; and

WHEREAS, the City adopted a Master Plan in April 2004, which recognizes that the district described therein as the West Side/Northwest Redevelopment Area is “Hoboken’s final frontier” and generally describes the development goals for the transition of this district from industrial to non-industrial use; and

WHEREAS, in an effort to facilitate redevelopment planning for a portion of this area, the City is desirous of obtaining private participation for the funding and performance of the processes set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.
WHEREAS, the City is contemplating pursuing the redevelopment plan process in order to establish appropriate types and density of development, sufficient open space, and the provision of appropriate recreational, parks and other public facilities for the above-referenced area (hereinafter the “Study Area”) which includes the following properties identified by their block and lot designations on the current Hoboken Tax Map:

Block 92, Lots 1.1, 1.2, 1.11 and 1.12
Block 93, Lots 1 to 32
Block 97, Lots 1.1, 1.2, 1.3, 2, 3, 4, 5, 6.2, 6.3 and 7 to 22.2
Block 101, Lot 1.1
Block 105, Lot 1.1
Block 106, Lots 1 to 32
Block 111, Lots 2 to 14.1
Block 112, Lots 1 to 32

The Study Area may generally be described as an area bounded on the north by Fourteenth Street, on the south by the boundary of the adjacent NWRA, on the east by a combination of the boundary of the adjacent NWPA and the proposed school facilities project of the New Jersey Schools Construction Corporation, and on the west by the right of way line of the Hudson-Bergen Light Rail Transit System; and

WHEREAS, the Developer has presented the City with a Concept
Plan that includes residential and commercial development projects, open space, parks and recreational and other public facilities in an effort to meet the City’s needs, goals and objectives for the Study Area; and

WHEREAS, the Developer has demonstrated its qualifications to participate as a redeveloper in accordance with the LRML in connection with the clearance, replanning, development and redevelopment of the Study Area; and

WHEREAS, the Developer represents and warrants that it has obtained site control over a majority of the parcels within the Study Area by virtue of its having entered into enforceable purchase agreements with the owners thereof; and

WHEREAS, the Developer is agreeable to conforming its redevelopment activities to those that may be approved and incorporated into a redevelopment plan to be adopted in accordance with the LRHL; and

WHEREAS, the Developer has agreed to contribute public facilities within the Study Area, or on land adjacent thereto in the NWRA, which will include the dedication of land to public use and the construction of community facilities in order to carry out the redevelopment of the Study Area in accordance with the Master Plan; and

WHEREAS, the City is desirous of designating the Developer as the private redeveloper of the Study Area provided that the Study Area is determined to be an area in need of redevelopment and a redevelopment plan is adopted in accordance with the LRHL.

NOW, THEREFORE, in consideration of the premises and the
mutual obligations and responsibilities of the parties thereof, the City and the Developer do hereby covenant and agree as follows:

ARTICLE 1. REPRESENTATION AND WARRANTY

Section 1.01. Developer hereby represents and warrants that it has obtained site control over a majority of the land and parcels within the Study Area by virtue of its having enforceable purchase agreements with the owners thereof.

ARTICLE 2. IMPLEMENTATION OF REDEVELOPMENT PROCESS

Section 2.01. Preliminary investigation of the Study Area. Within one hundred eighty (180) days, the City shall initiate a preliminary investigation of the Study Area in accordance with the LRHL to determine whether it is a redevelopment area according to the criteria set forth in N.J.S.A. 40A:12A-5.

Section 2.02. Preparation of Redevelopment Plan. The City shall engage a professional planner to prepare a redevelopment plan for the Study Area that shall be referred to the Planning Board for its review and recommendations in accordance with N.J.S.A. 40A:12A-7(e) if, following the preliminary investigation of the Planning Board, the City determines that the Study Area is an area in need of redevelopment.

Section 2.03. Funding for planning activities. At the request of the City, the Developer agrees to contribute into an escrow account held in favor of the City a sum not to exceed $80,000 towards the preliminary investigation, and planning studies to be used in considering whether the Study Area is an area in need of redevelopment and, the preparation of a redevelopment plan for the Study Area (“Authorized Expenses”). The
balance of the cost of any planning studies shall be the responsibility of the City in accordance with a budget to be established by the City. Such monies shall be disbursed from escrow upon the City incurring or committing to an Authorized Expenses, and shall be nonrefundable to the Developer to such extent at that time. In the event it is subsequently determined that the monies set forth herein are inadequate to perform the specified services, the parties may, by mutual agreement, increase the amount to be paid by Developer.

ARTICLE 3. COMMUNITY CENTER AND PUBLIC POOL FACILITY

Section 3.01. Dedication of Land. Upon its entering into a redevelopment agreement with the City for the redevelopment of the Study Area, if any, following the sixty (60) due diligence period described below, the Developer shall offer to convey and dedicate to the City for public use property it owns or controls located at Block 102, Lots 1 to 8 and 25 to 32 (the “Block 102 Parcel”) for the purpose of establishing a site for a community center and public pool facility. The City may, at its option, defer delivery and acceptance of a deed transferring title until such time that the construction contemplated in Section 3.02 has been completed. The time of completion of such construction and conveyance shall be set forth in any redeveloper’s agreement arising herefrom. Developer shall convey said site with indefeasible and marketable title, free and clear of any liens. Developer agrees that, prior to the transfer of title, it will have obtained New Jersey Department of Environmental Protection approval of a Remedial Action Workplan (“RAW”) consistent with the use of the Block 102 Parcel as a site for a community center and public pool. Developer
shall grant the City sixty (60) days to conduct a due diligence investigation of the prevailing conditions upon the Block 102 Parcel. If, during the Due Diligence Period, the City is made aware of any adverse environmental condition not adequately addressed by the RAW, the City may (1) avoid the transfer of the property and (2) terminate this MOU without either party incurring further liability hereunder unless the Developer undertakes to cure such condition and/or the RAW within sixty (60) days and completes such corrective action within a reasonable time. Developer shall be solely responsible for obtaining ISRA clearance to transfer the property to the City, shall conduct, at its own expense, all necessary remedial activities, and otherwise indemnify, defend and hold the City harmless from any loss, claim, injury, or damages arising from an adverse environmental condition upon the Block 102 Parcel present at the time of transfer to the City. This Section 3.01 shall survive the termination or expiration of this MOU.

Section 3.02. Construction of Community Center and Public Pool Facility. Upon the review and approval of its applications for development or redevelopment of the Study Area pursuant to N.J.S.A. 40A:12A-13, the Developer shall build and complete, within the time to be set forth in any redeveloper’s agreement arising therefrom at Developer’s sole cost, but not to exceed $5,000,000, a community center and public pool facility on the Block 102 Parcel substantially in accordance with the renderings and plans (Community Center and Public Pool) previously submitted to the City, the specifications for which are to be further
detailed in any Redeveloper’s Agreement arising out of this MOU and thereafter transfer said improved property to the City as provided in Section 3.01.

Section 3.03. Land Use Specifications. Should the City adopt a redevelopment plan that provides for a type and density of development that, in the Developer’s judgment, is not adequate to support the economic feasibility of the dedication of land and construction of the community center and public pool, the Developer may elect to avoid its obligations set forth in Sections 3.01 and 3.02 above in which event either party shall have the option to terminate this MOU without incurring any liability hereunder. A redevelopment plan that provides for residential use with a residential floor area ratio of 3.0 shall be deemed to support the economical feasibility of said dedication and construction.

Section 3.04. Height Limitations. The redevelopment plan shall provide that the height of any building within the redevelopment study area shall not exceed ten stories, or the height of the Palisades, whichever is less.

ARTICLE 4. REDEVELOPMENT AGREEMENT

Section 4.01. Negotiation and entry into Redevelopment Agreement. Upon the determination that the Study Area is an area in need of redevelopment and the adoption of a redevelopment plan in accordance with this MOU, the City and the Developer shall negotiate in good faith a Redevelopment Agreement for the planning, replanning, construction or undertaking of the redevelopment project.

ARTICLE 5. EXCLUSIVITY AND DURATION OF MOU
Section 5.01. Exclusivity of MOU. The designation of the Developer as the redeveloper of the Study Area is intended by the parties to vest in the Developer the exclusive right and obligation to negotiate in good faith a Redevelopment Agreement for the Study Area. The City expressly agrees not to deal with any other potential redevelopers with respect to the Study Area during the term of this MOU.

Section 5.02. Duration of MOU. This MOU shall remain in full force and effect until the earliest of:

(1) The Study Area is determined not to be in an area of redevelopment;

(2) A date of three (3) years from the adoption of the Redevelopment Plan for the Study Area;

(3) Mutual agreement of the parties to terminate.

(4) As otherwise provided in this Agreement.

ARTICLE 6. NOTICE

Section 6.01. Manner and Address for Notice. Any notice by one party to the other under this MOU shall be in writing and may be sent by hand delivery, United States mail, facsimile or overnight delivery service.

If to the City, notice shall be sent to:

Fred M. Bado, Director of Development
City Hall
94 Washington Street
Hoboken, NJ 07030
Tel. (201) 420-2233
Fax (201) 420-2096

with a copy to:
Any party may unilaterally change the persons whom it has designated to receive notice under this MOU by sending written notice of such change to the other party.
Section 7.01. Governing Law. This MOU shall be governed by the laws of the State of New Jersey.

Section 7.02. Complete Agreement. This MOU represents the full and complete understanding between the City and the Developer with respect to the subject matter hereof.

Section 7.03. Prohibition Upon Assignment. The benefits and obligations of this MOU may not be assigned by the Developer without the written consent of the City. The City may withhold its consent to any assignment unless it determines, in the reasonable exercise of its discretion, that such an assignment is in the public interest and advances the public purposes of the MOU. The Developer shall provide prompt notice to the City of any change in the controlling ownership of the Developer and such change shall be deemed an assignment.

Section 7.04. Severability. If any provision of this MOU is deemed to be void or unenforceable, the remaining provisions shall remain in full force and effect so long as the overall objectives of the MOU may be advanced by performance of the remaining provisions.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

Attest: 

CITY OF HOBEKEN

James J. Farina, City Clerk by David Roberts, Mayor
DEVELOPER:

Attest: TARRAGON/URSA REDEVELOPMENT PARTNERSHIP, LLC
by URSA Development Group, LLC

by: Michael J. Sciarra,
A Managing Member
CITY OF HOBOKEN
RESOLUTION NO. ____

RESOLUTION AWARDING A CONTRACT TO
ABBOTT CONTRACTING FOR $97,250.00 FOR DECORATIVE
CLOCKS ON WASHINGTON STREET.

WHEREAS, the City of Hoboken seeks to install decorative sidewalk clocks at City
Hall and Eleventh Street on Washington Street; and

WHEREAS, Abbott Contracting has proposed to supply and install the
aforementioned decorative clocks; and

WHEREAS, the City of Hoboken, Department of Environmental Services seeks to
award a contract to Abbott Contracting Company, 539 Anderson Avenue, Cliffside Park,
New Jersey 07010; and

WHEREAS, the maximum amount of the contract for these services to Abbott
Contracting shall be Ninety Seven Thousand Two Hundred Fifty ($97,250.00) dollars; and

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

1. A contract for the professional engineering services shall be prepared and
   executed as follows:
   Abbott Contracting Company
   539 Anderson Avenue
   Cliffside Park, NJ 07010 not to exceed $97,250.00.

2. The Mayor and City Clerk are hereby authorized to execute this Agreement.
3. A copy of this resolution shall be published and the City Clerk shall keep a
copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

This Resolution is effective immediately.

Department of Environmental Services: Approved as to form:

______________________________ ________________________________
Joseph Peluso, Director Joseph S. Sherman, Corporation Counsel

Date of Meeting: March 2, 2005
AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 196 OF THE CODE OF THE CITY OF HOBOKEN (ZONING) BY ESTABLISHING A NEW ZONING DISTRICT: “B-3: BUSINESS DISTRICT”

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

1. Chapter 196, Article III, Zoning Districts Established is amended in pertinent part as follows:

   § 196-7. Designation of districts and historic sites.
   A. Zoning districts established in fulfillment of the purposes of this chapter are designated as follows:

<table>
<thead>
<tr>
<th>District Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-1</td>
<td>Residence District (Conservation)</td>
</tr>
<tr>
<td>R-1(E)</td>
<td>Higher Education Subdistrict</td>
</tr>
<tr>
<td>R-1(CS)</td>
<td>Court Street Subdistrict</td>
</tr>
<tr>
<td>R-2</td>
<td>Residence District (Stabilization)</td>
</tr>
<tr>
<td>R-3</td>
<td>Residence District (Redevelopment)</td>
</tr>
<tr>
<td>I-1</td>
<td>Industrial District (Light Manufacturing)</td>
</tr>
<tr>
<td>I-1(W)</td>
<td>Waterfront Subdistrict</td>
</tr>
<tr>
<td>I-2</td>
<td>Industrial District (Mixed Use)</td>
</tr>
<tr>
<td>CBD</td>
<td>Central Business District</td>
</tr>
<tr>
<td>CBD(H)</td>
<td>Historic Subdistrict</td>
</tr>
<tr>
<td>CBD(H)(CS)</td>
<td>Court Street Subdistrict</td>
</tr>
<tr>
<td>W(RDV)</td>
<td>Waterfront Redevelopment Subdistrict (Special Review)</td>
</tr>
<tr>
<td>W(H)</td>
<td>Historic Subdistrict (Waterfront)</td>
</tr>
<tr>
<td>W(N)</td>
<td>Castle Point Subdistrict</td>
</tr>
<tr>
<td>B-3</td>
<td>Business 3 District</td>
</tr>
</tbody>
</table>

   The location and boundaries of said districts and sites are hereby established as shown on the Zoning Map of the City of Hoboken as revised (___________), which is attached hereto and is hereby made a part of this chapter. Said map, together with everything shown thereon, and all amendments thereto shall be a part of this chapter as if the same were fully described and set forth herein.
2. Chapter 196, Article VII, Schedule III: Review Districts is supplemented in pertinent part as follows:

**ARTICLE VII**
**Schedule III: Review Districts**

§196-20.1 **B-3 Business District**

A. **Purpose.** The purpose of the B-3 Business District for properties located to the west of Hoboken Terminal along Observer Highway is to create a mix of land uses which do not compete with Washington Street’s unique commercial environment. Relatively intense development in terms of height or density will be permitted as part of comprehensive redevelopment that includes public benefits, such as provision of public open space, enclosed community space, preservation of historic buildings, and/or creation of transportation improvements. Buildings shall be oriented to the street with an uninterrupted frontage along commercial blocks. Regulations provide maximum setback requirements as well as minimum and maximum height requirements. The Neumann Leather complex offers a desirable location due to proximity to Hoboken Terminal and direct views of the Manhattan skyline over the New Jersey Transit rail yards combined with sizable area and frontage on three major streets. The existing City-owned Department of Public Works Garage property across Willow Avenue has similar advantages. Both properties warrant special consideration as well as flexibility in their development regulations. Redevelopment of these sites should include a mix of uses, possible density and/or height bonuses in exchange for provision of community amenities, and/or preservation of existing historic structures while allowing flexibility within certain bounds. Commercial development is preferred to housing but artist live/work studios and affordable housing should be encouraged. The Economic Development Plan of the Master Plan shows the B-3 Business District in the “Terminal Business District” as well as in the “Bed and Breakfast Overlay Zone” east of the mid-block line between Clinton and Willow Avenue.

B. **Principal permitted uses shall be as follows:**

1. Offices and office buildings (see §196-20.1.F below)
2. Retail and business services (see §196-20.1.F below)
3. Artist work studios, workshops and galleries (see Appendix A for definition).
4. Studios, including dance, rehearsal, exercise and music studios (see Appendix A for definition).
5. Artist Live/work studio (see Appendix A for definition).
6. Health clubs.
7. Educational use.
8. Instructional use.
9. Family day care.
11. Residential.
(12) Places of worship, associated residences and schools.
(13) Public buildings and uses, such as schools, libraries, parks and playgrounds.
(14) A mix of any uses permitted in the zone.

C. Accessory uses shall be as follows:
   (1) Off-street parking, loading and unloading in accordance with Article XI.
   (2) Accessory uses customarily incidental to principal permitted uses and on the same tract.
   (3) Signs. See § 196-31.
   (4) Wireless telecommunications antennas subject to Sections 196-26 and 196-35.

D. Conditional uses shall be as follows:
   (1) Clubs and community centers.
   (2) Essential utilities or public services.
   (3) Public parking facilities (may be public only or public plus accessory).
   (4) Bars.
   (5) Restaurants.
   (6) Sidewalk cafes.
   (7) Accessory uses customarily incident to a principal permitted use but not on the same lot.

E. Area, yard and building requirements for principal and accessory buildings shall be as follows:
   (1) Lot area, minimum: two thousand five hundred (2,500) square feet.
   (2) Lot width, minimum: fifty (50) feet (as measured along any street frontage).
   (3) Lot depth, minimum: (50) feet
   (4) Lot coverage, maximum: seventy-five percent (75%) for parking and non-residential floors; sixty (60%) percent for residential floors.
   (5) Building height (Newark Street): a maximum of six stories (6) or sixty (60) feet, five (5) stories of the principal use over one (1) story of parking, on any lot with street frontage on Newark Street at the time of the adoption of this ordinance; such height limitation shall also apply for a distance of 150ft. along Willow Avenue moving in a southerly direction from its intersection with Newark Street.
   (6) Building height (Observer Highway): on sites which include lots abutting Observer Highway but not extending through to Newark Street, minimum of six (6) stories or sixty (60) feet and a maximum of twelve (12) stories or one hundred twenty (120) feet [note that the maximum height can only be placed within a distance not to exceed one hundred twenty-five (125) feet from Observer Highway on such lots; building height on side streets shall "step down" until it reaches the six-story zone]:
      (a) Buildings with seven (7) or more stories of principal use may have a maximum of two (2) parking floors.
(b) Bonus building height: the height of buildings permitted to be 12 stories within 125 feet of Observer Highway may be increased by up to two stories or twenty (20) feet to a maximum of 140 ft. in height by providing any of the following:

[i] Publicly accessible open space on the site as follows:
   [a] At street level (at a 2:1 ratio of bonus floor area to open space in square feet).
   [b] At an elevation no higher than one floor or 15 feet above grade (at a 1:1 ratio of bonus floor area to programmed open space).
   [c] Such open space shall be clearly delineated as publicly accessible space with signage, access and appropriate landscape details as approved by the Planning Board.

[ii] Community space, made available to the public at no cost, provided inside the building (at a 1:1 ratio of bonus floor area to community space in square feet); see Appendix A: "Public Recreation Space/Enclosed Space" for design requirements.

[iii] Historic preservation, rehabilitation, restoration or reconstruction as defined in the Historic Preservation Element of the Master Plan for buildings mentioned in Tables VIII-1,2,3 or 4: applicant shall present its preservation program to the Planning Board to show to what extent it has complied with the “Standards And Guidelines For Identification And Treatment Of Historic Properties”; the Planning Board may grant up to the maximum bonus floor area and height based on evaluation of the degree of compliance; the Board may also grant waivers to the lot coverage limitations in order to enable historic preservation.

(7) FAR, maximum, excluding floor area devoted to parking and excluding bonus floor area:
   (a) For sites limited to six (6) stories as described above: 3.0 FAR
   (b) For sites permitted twelve (12) stories as described above: 5.0 FAR (minimum of 15% of the floor area attributable to the permitted maximum shall be non-residential use)

(8) Density: Residential density of development of a site will be determined as calculated below.
   (a) For sites limited to six (6) stories as described above: Dwelling units, maximum: maximum permitted floor area divided by two thousand (2000); non-residential uses limited to the ground floor and second floor will not reduce the number of units permitted so long as maximum floor area is not exceeded; non-residential uses above the second floor shall cause a reduction in maximum units equal to the proportion of floor area occupied by the non-residential use.
   (b) For sites permitted to have twelve (12) story buildings as described above: Dwelling units, maximum: floor area devoted to residential use divided by one thousand (1000); minimum of 15% of the floor
area attributable to the permitted maximum floor area shall be non-residential use.

(9) Setback dimensions, minimum:
   (a) Buildings 60 feet in height or less: zero (0) foot front or side setback required from any lot line abutting a street or perpendicular to a street; rear wall of any new principal structure may be no more than 60ft. from the front lot line.
   (b) Buildings over 60 feet in height: at grade - zero (0) foot front or side setback required from any lot line abutting a street or perpendicular to a street; above grade: ten (10) foot setback for portions of buildings greater than 60 feet above grade; thirty (30) foot setback from any rear lot line that abuts an adjoining property.
   (c) No setbacks are required for any building facades along Observer Highway.

F. Other regulations in the C-3 District:
   (1) Active uses are required to be provided along all street frontages. Such uses may include retail businesses and service or office uses, as well as facilities associated with residential buildings such as gyms, community rooms, laundry facilities or management offices (but not mechanical or trash rooms); such spaces designed for tenant use may be located on any floor.
   (2) Professional and commercial offices (other than home offices) may be located above the ground floor so long as they are below residential floors.
   (3) Retail businesses and services shall be limited to the ground floor but may exceed 1000 sq.ft. of customer service area; separate entrances are required.
   (4) Special sound insulation and ventilation shall be provided for studios of various kinds as described in Appendix A.
   (5) Building orientation: all buildings shall be oriented towards the street.
   (6) Dwelling units shall be provided in a full range of sizes from studios to three-bedrooms.
   (7) Minimum affordable housing: 10 percent of the total dwelling units on the site.
   (8) In conjunction with the redevelopment of any property within this zone, all existing above-ground utility wires and facilities shall be relocated underground, and any new utility wires shall be located underground.
   (9) All buildings taller than six stories shall have “green roofs”; buildings sixty feet and less in height shall have landscaped roofs accessible to tenants.

G. Off-street parking and loading shall be as follows:
   (1) Off-street parking spaces shall be provided at a ratio of one space per dwelling or artist live/work studio minus five and one space for every 1000 square feet of non-residential space; no parking is required for community space or common tenant space.
(2) Any spaces that are provided shall be located in a common facility that is available for shared use by tenants, visitors and the general public. A key-operated tenant-only elevator may be provided for security purposes.

(3) Open parking is prohibited.

(4) With the exception of garage entrances and exits, no parking facilities may be visible from the exterior of the building; all covered parking must be clad architecturally to look like the building above it and windows must be provided and glazed with translucent but not transparent glass.

(5) For buildings with more than 15% of their floor area devoted to non-residential uses, a curbside loading space sized for a step van shall be marked immediately adjacent to the garage curb-cut with the cooperation of the city; the garage shall provide an internal area for trash and materials handling; the subject area and the garage door shall be designed to hide all such materials. Any building having more than two floors of non-residential use shall provide a service elevator within the garage.
RESOLUTION AUTHORIZING THE SUBMISSION OF A PROPOSAL FOR INCLUSION IN THE 2005-2006 URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO HUD AND AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO EXECUTE PROJECT AGREEMENTS

WHEREAS, Title 1 of the Housing and Community Development Act of 1974 provides for substantial Federal funds being made available to certain urban counties for use therein; and

WHEREAS, this act established certain criteria which must be met in order for a county and its participating communities to be the recipient of said funding; and

WHEREAS, the City of Hoboken and the County of Hudson entered into an agreement in cooperation with other municipalities in Hudson County for the carrying out of the Hudson County Community Development Urban County Program under the provisions of the Interlocal Services Act; and

WHEREAS, the City of Hoboken and the County of Hudson have further agreed to cooperate in the carrying out of Community Development Block Grant activities and to undertake or assist in the implementation of programs and projects that better the community;

NOW THEREFORE, BE IT RESOLVED—by the Mayor and the Council of the City of Hoboken that the 2005-2006 proposal for the City of Hoboken's continued participation in the Urban County CDBG Program is attached hereto and made a part hereof and is hereby approved for submission to the Hudson County Office of Community Development, and, be it—

FURTHER RESOLVED, that the Mayor of the City of Hoboken is hereby authorized and directed to transmit the City’s proposal for funding to the County of Hudson and the City Clerk of the City of Hoboken is hereby authorized and directed to attest the same and affix the City Seal; and

BE IT FURTHER RESOLVED, that the governing body of the City of Hoboken authorizes the Mayor and/or his designee to execute the 2005-2006 CDBG Project Agreements on behalf of the City of Hoboken and the City Clerk to affix the Seal of the City of Hoboken to the aforesaid agreements witnessing the execution thereto.

Date of Meeting: March 2, 2005

Approved to Form: ________________

__________________________
Director Fred M. Bado
CITY OF HOBOKEN
RESOLUTION NO. ___

RESOLUTION AWARDING A CONTRACT TO T & M CONTRACTING FOR $728,000.00 FOR ACCESSIBILITY ADDITION AND ALTERATIONS TO THE HOBOKEN PUBLIC LIBRARY.

WHEREAS, the Hoboken Public Library is desirous of making the facility handicapped accessible by installing a ramp and elevator; and

WHEREAS, T & M Contracting has proposed to supply all labor and material for the aforesaid project at the Hoboken Public Library; and

WHEREAS, the City of Hoboken, Department of Environmental Services seeks to award a contract to T & M Contracting Company, 107 Willow Avenue, Hoboken, NJ 07030; and

WHEREAS, the maximum amount of the contract for these services to T & M Contracting shall be Seven Hundred Twenty Eight Thousand ($728,000.00) dollars; and

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

1. A contract for the professional engineering services shall be prepared and executed as follows:
T & M Contracting Company
107 Willow Avenue
Hoboken, NJ 07030 not to exceed $728,000.00

2. The Mayor and City Clerk are hereby authorized to execute this Agreement.

3. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

This Resolution is effective immediately.

Department of Environmental Services: Approved as to form:

______________________________    ______________________________________
Joseph Peluso, Director            Joseph S. Sherman, Corporation Counsel

Date of Meeting: March 2, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN
THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY
LOCATED AT 202 FIFTH STREET, HOBOKEN, NEW JERSEY, MORE
PARTICULARLY KNOWN AS LOT 37, BLOCK 180, ON THE TAX MAP OF THE
CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, James McKnight Architect Planner PC, has
petitioned the City of Hoboken for the granting of a certain easement over municipal
lands at 202 Fifth Street, Hoboken, New Jersey, (“the premises”) which premises is more
particularly described as Lot 37, Block 180, on the Tax Map of the City of Hoboken,
New Jersey, for the purpose of constructing a 30” deep by 8’-0” wide three story bay
window. The easements are described as follows:

METES AND BOUNDS
(PROPOSED BAY WINDOW)

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken,
County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the intersection formed by the southerly line of First
Street with the westerly line of Garden Street and from said point running;

THENCE South 13 degrees 4 minutes 00 seconds West, to a point;

THENCE South 76 degrees 56 minutes 00 seconds East, to a point;

THENCE North 13 degrees 4 minutes 00 seconds East to the point or place of
BEGINNING.

Known as Lot 37, Block 180 as shown on the official tax assessment map for the City of
Hoboken, Hudson County, New Jersey, and more commonly known as 202 Fifth Street,
Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE
COUNCIL OF THE CITY OF HOBOKEN THAT THE CITY OF HOBOKEN
HEREBY GRANTS 202 FIFTH STREET THE AFREMENTIONED EASEMENT
SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of
any projections or encumbrances, under or upon any street, sidewalk or public
easement, for any reason including but not limited to destruction of premises
by fire.
3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising from the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.

6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted:                         Approved:

_________________________________________  ______________________________
City Clerk                            Mayor

Approved as to Form:

_________________________________________
Joseph S. Sherman, Corporation Counsel

Date: March 2, 2005
CITY OF HOBOoken  
RESOLUTION NO. ___  

RESOLUTION ENDORSING DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) APPLICATION FOR WWII  

WHEREAS, the Mayor of the City of Hoboken together with the American Legion post of Hoboken and the World War II Memorial Committee request from the City Council endorsement of the application to the N.J. D.E.P. for approval of the location and design for the World War II Memorial located at the foot of third street adjacent to the Hudson River waterfront walkway.  

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

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.  

3. This Resolution is effective immediately.  

Department of Environmental Services:  
Approved as to form:  

______________________________  
Joseph Peluso, Director  

______________________________  
Joseph S. Sherman, Corporation Counsel  

Date of Meeting: March 2, 2005
CITY OF HOBOKEN

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY AUTHORIZING THE GUARANTY OF NOT EXCEEDING $10,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS (HOBOKEN DPW GARAGE PROJECT) OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE ACQUISITION OF THE CITY’S DEPARTMENT OF PUBLIC WORKS GARAGE, AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY

WHEREAS, The Hudson County Improvement Authority (the “Authority”) is authorized to issue its bonds pursuant to the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the “Act”), and other applicable provisions of law; and

WHEREAS, the Mayor and City Council of the City of Hoboken, in the County of Hudson, New Jersey (together with any successor thereto, the “City”) have determined to permanently finance certain operating expenses of the City as well as the cost of improving a Department of Public Works Garage, including all systems, furnishings, fixtures and appurtenances related thereto (the “Costs”); and

WHEREAS, the Authority will issue bonds in an aggregate principal amount not to exceed $10,000,000, to be designated as “Lease Revenue Bonds, Series 2005 (Hoboken DPW Garage Project)” (the “Bonds”) with such further designation and in accordance with the terms of a resolution of the Authority entitled “Resolution Authorizing the Issuance of Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) of The Hudson County Improvement Authority” (together with any amendments thereof or supplements thereto in accordance with the terms thereof, the “General Bond Resolution”) to assist the City with the financing of such Costs; and

WHEREAS, in connection with the issuance of such Bonds, the Authority will purchase from and lease to the City the Department of Public Works Garage (the “Facilities”) pursuant to the terms of a lease purchase agreement to be dated as of the first day of the month of issuance of the Bonds, between the City and the Authority (together with any amendments thereof or supplements thereto in accordance with its terms, the “Lease Purchase Agreement”); and
WHEREAS, the Facilities constitute a “public facility” as such term is defined in the Act; and

WHEREAS, pursuant to the Act, specifically Section 34 thereof (N.J.S.A. 40:37A-77), the City is authorized, without any referendum or public or competitive bidding, to enter into and perform any lease, including the Lease Purchase Agreement, with the Authority for the lease to or use by the Authority of all or any part of any public facility or facilities, including the Facilities; and

WHEREAS, in connection with the issuance of the Bonds, it will also be necessary for the Authority to lease the Facilities back to the City pursuant to the Lease Purchase Agreement (the transactions contemplated by the Lease Purchase Agreement shall sometimes be herein referred to as the “Project”); and

WHEREAS, pursuant to the Act, specifically Section 35 thereof (N.J.S.A. 40:37A-78), the Authority is authorized to enter into and perform any lease or other agreement, including the Lease Purchase Agreement, with the City for the lease to or use by the City of all or any part of any public facility on any terms and conditions which may be agreed upon by the City and the Authority; and

WHEREAS, the Bonds shall be secured by lease payments of the City under the Lease Purchase Agreement in scheduled lease payment amounts sufficient to pay in a timely manner the principal and redemption premium, if any, of and interest on the Bonds, pursuant to the terms of which Lease Purchase Agreement; and

WHEREAS, pursuant to N.J.S.A. 40:37A-80, the City is authorized to unconditionally guaranty the punctual payment of the principal of and interest on any bonds of the Authority by ordinance duly adopted or by instruments or other action authorized by such ordinance; and

WHEREAS, the Authority has requested that the City provide assistance in the financing of the Project by unconditionally guarantying the principal of and interest on the Bonds of the Authority in an aggregate principal amount not exceeding $10,000,000 at such rates and such terms as approved by the Authority consistent with the exercise of its public responsibilities; and

WHEREAS, the City and the Authority desire to take advantage of such Act by providing for the guaranty as provided herein;

WHEREAS, pursuant to the terms of the Lease Purchase Agreement, the City will be required to enter into a continuing disclosure agreement to be dated as of the first day of the month of issuance of the Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “Continuing Disclosure Agreement”) with the Authority in order to satisfy the secondary market disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended;
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOBOoken, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to and in accordance with the terms of the Act, the City is hereby authorized to guaranty the timely payment of the principal of and interest on any Bonds which are issued by the Authority, in an aggregate principal amount not exceeding $10,000,000, to be issued by the Authority for the purpose described in the preambles hereof, on such terms and with such interest rates as shall be determined by the Authority in a manner which is consistent with the provisions of the Act. The term "Bonds" shall include all Bonds issued for or with respect to these purposes or any Bonds issued to refund the Bonds issued for these purposes, provided that the total amount of Bonds outstanding entitled to the benefits of its guaranty shall not exceed $10,000,000. Any Bonds that are no longer considered outstanding under the resolution of the Authority authorizing the Bonds shall not be considered outstanding for the purpose of this guaranty. The full faith and credit of the City are hereby pledged for the full and punctual performance of said guaranty.

Section 2. The Mayor of the City shall, by manual or facsimile signature, execute on each of the Bonds such guaranty by the City of the timely payment of the principal of and interest thereon. The guaranty shall be in substantially the following form:

"GUARANTY OF THE CITY OF HOBOoken, NEW JERSEY

The payment of the principal of and interest on the within Bond to the extent considered outstanding under the General Bond Resolution is hereby fully and unconditionally guaranteed by the City of Hoboken, New Jersey (the “City”), and the City is unconditionally liable for the payment, when due, of the principal of and interest on this Bond if such payment is not available from Revenues of the Authority.

IN WITNESS WHEREOF, the City of Hoboken, in the County of Hudson, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Mayor.

CITY OF HOBOoken, NEW JERSEY

____________________________________ , “Mayor"
Section 3. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of Bonds of the Authority which are hereby and hereunder guaranteed as to payment of principal and interest by the City is $10,000,000.

(b) The purpose described in this ordinance is not a current expense of the City and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the City will be duly made and filed in the office of the Clerk of the City, and a complete executed duplicate thereof will be filed in the office of the Director of the Division of Local Government Services of the State of New Jersey, and such debt statement shows that while the gross debt of the City, as defined in the Local Bond Law, is increased by this ordinance by $10,000,000, in accordance with the provisions of the Act, the principal amount of the Bonds guaranteed by this Ordinance shall be deducted and is declared to be and to constitute a deduction from the gross debt of the City under and for all purposes of the Local Bond Law (a) from and after the date of adoption of this ordinance and until the end of the fifth fiscal year beginning next thereafter, and (b) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fifth fiscal year or any subsequent fiscal year if the City shall not have been required to make any payment in such fiscal year on account of the principal of or interest on any of the Bonds guaranteed pursuant to this ordinance.

Section 4. The City is hereby authorized, to the extent necessary, to enter into a guaranty agreement with the Trustee for the Bonds to effectuate the guaranty authorized by this ordinance. The appropriate officials of the City are hereby authorized to execute and deliver such agreement upon satisfaction of all of the conditions precedent to the closing of the Bonds by the Authority.

Section 5. The Mayor and the Chief Financial Officer of the City (each, an “Authorized Officer”) are hereby each severally authorized and directed, upon the satisfaction of all the legal conditions precedent to the execution or acknowledgment and delivery by the City of the Lease Purchase Agreement and the Continuing Disclosure Agreement to be so executed or acknowledged by the City, to execute or acknowledge and deliver such documents in substantially the forms on file in the office of the Clerk of the City, with such changes thereto as such Authorized Officer, after consultation with counsel to the City, bond counsel to the City and other professional advisors to the County and the Authority (together, the “Consultants”), deems in his sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence such Authorized Officer’s approval of any changes to the forms thereof, including without limitation the insertion of the final financing terms in the Lease Purchase Agreement that will result from the sale of the Bonds, which financing terms shall be limited only by those financing term parameters set forth in the application of the Authority filed with the Local Finance Board, in the Department of Community Affairs, Division of Local Government Services, and the parameters set forth herein.
Section 6. The Clerk of the City is hereby authorized and directed, upon the execution or acknowledgment of the documents set forth in Section 5 hereof in accordance with Section 5 hereof, to attest to each Authorized Officer’s execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the City to such documents.

Section 7. Upon the execution or acknowledgment and attestation of and if required, the placing of the seal on the documents set forth in Section 5 hereof as contemplated by Sections 5 and 6 hereof, each Authorized Officer is hereby authorized and directed to (i) deliver the fully executed or acknowledged, attested and sealed documents to the other parties thereto and (ii) perform such other actions as such Authorized Officer deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 8. The City hereby authorizes the preparation and the distribution of financial statements and demographic and other information concerning the City, the Project, the General Bond Resolution, the Bonds, the Lease Purchase Agreement and the Continuing Disclosure Agreement and the transactions contemplated thereby contained in a Preliminary Official Statement and final Official Statement to be issued in connection with the marketing of the Bonds. In furtherance of such authorization, the City Council hereby directs each Authorized Officer to take such action and execute such certificates, documents or instruments as such Authorized Officer, after consultation with the Consultants, deems in his sole discretion to be necessary, desirable or convenient in connection with the preparation and distribution of the Preliminary Official Statement and the final Official Statement to market the Bonds at the most efficient economical cost to the City.

Section 9. Each Authorized Officer is hereby authorized and directed to execute and deliver any and all documents, agreement, and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease Purchase Agreement, the Continuing Disclosure Agreement, the sale and leasing of the Facilities, the undertaking of the Project and all related transactions contemplated by this ordinance and by the Project and the Lease Purchase Agreement and necessary or desirable in connection with the issuance of the Bonds.

Section 10. Upon the sale or other disposition of the Facilities by the Authority, the proceeds of such sale or other disposition shall first be used by the Authority to redeem any outstanding Bonds. Any proceeds of such sale or other disposition remaining following the redemption of the Bonds shall be transferred to the City and shall be used exclusively by the City for (i) the acquisition and/or development of new open space in Hoboken, (ii) the acquisition of a new City Department of Public Works Garage (in an amount not to exceed $3,000,000), and (iii) such other capital purpose for which bonds may be issued pursuant to the Local Bond Law as determined by the City Council, all in accordance with N.J.S.A. 40A:2-39, or such other applicable law. Pursuant to an agreement by and between the Authority and the City, said proceeds will be deposited in an irrevocable account established under the Authority’s general bond resolution. The City shall submit a written requisition to the Authority and the trustee of the Bonds stating the amount which is to be paid and in reasonable detail, the purpose for which
the obligation was incurred; provided, however, that such requisition will only be satisfied if the purpose stated therein is one of the purposes enumerated above.

Section 11. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

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

Adopted: _____________________

Approved: ____________________
   David Roberts, Mayor

Attest:

James J. Farina, City Clerk

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: March 2, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN
THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY
LOCATED AT 98 GARDEN STREET, HOBOKEN, NEW JERSEY, MORE
PARTICULARLY KNOWN AS LOT 10, BLOCK 176, ON THE TAX MAP OF THE
CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, Green Stone Development LLC, has petitioned the
City of Hoboken for the granting of a certain easement over municipal lands at 98 Garden
Street, Hoboken, New Jersey, (“the premises”) which premises is more particularly
described as Lot 10, Block 176, on the Tax Map of the City of Hoboken, New Jersey, for
a one and one-half foot wide easement for the purpose of placing light fixtures and
planters. The easements are described as follows:

METES AND BOUNDS
(PROPOSED LIGHT FIXTURES AND PLANTERS)

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken,
County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the intersection formed by the southerly line of First Street
with the westerly line of Garden Street and from said point running;

THENCE North 76 degrees 56 minutes 00 seconds West, 64.00 feet along the
southerly right-of-way line of First Street to a point;

THENCE leaving said line, North 13 degrees 04 minutes 00 seconds East, 1.50 feet to
a point;

THENCE South 76 degrees 56 minutes 00 seconds East, parallel with the 1st course,
65.50 feet to a point;

THENCE South 13 degrees 04 minutes 00 seconds West, 23.25 feet to the point;

THENCE North 76 degrees 56 minutes 00 seconds West, 1.50 feet to a point on the
westerly sideline of Garden Street right-of-way line;

THENCE along the westerly sideline of Garden Street North 13 degrees 04 minutes
00 seconds East, 21.75 feet to the point or place of BEGINNING.
Known as Lot 10, Block 176 as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 98 Garden Street, Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF HOBOOKEN THAT THE CITY OF HOBOOKEN HEREBY GRANTS 98 Garden Street THE AFREMENTIONED EASEMENT SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of any projections or encumbrances, under or upon any street, sidewalk or public easement, for any reason including but not limited to destruction of premises by fire.

3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising form the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall
similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.

6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted: ____________________________  Approved: ____________________________

City Clerk  Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: March 2, 2005
CITY OF HOBOKEN
RESOLUTION NO._______________

RESOLUTION EXTENDING A PROFESSIONAL SERVICES CONTRACT
TO PHILLIPS PREISS SHAPIRO ASSOCIATES, INC. WITH REGARD TO
HOBOKEN MASTER PLAN

WHEREAS, the Mayor and Council of the City of Hoboken by resolution on
May 15, 2002 awarded a professional planning contract to Phillips Preiss Shapiro
Associates., Inc., 434 Sixth Avenue, New York, New York 10011 for the preparation of
the Hoboken Master Plan; and

WHEREAS, there is a need to provide the City of Hoboken with additional
professional planning services regarding the implementation of the Master Plan as to
the preparation of the unified land development regulations and strategic plan as to
policy recommendations; and

WHEREAS, the maximum amount of the contract for additional professional
planning services to Phillips Preiss Shapiro Associates, Inc. shall be fifty thousand
dollars ($50,000.00); and

WHEREAS, the type of work constitutes a professional planning service as
defined by N.J.S.A. 40A:11-5(1) (i) and as such is exempt from the bidding
requirements; and

WHEREAS, the temporary Chief Financial Officer certifies that the funds are
available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND
COUNCIL OF THE CITY OF HOBOKEN THAT:

1. The Phillips Preiss Shapiro Associates, Inc. contract for the Hoboken
   Master Plan be amended to provide additional planning services in the
   amount of $50,000.

2. The Mayor or his designee is hereby authorized to execute a contract
   with Phillips Preiss Shapiro Associates, Inc. for professional planning
   services on behalf of the City of Hoboken and the City Clerk is hereby
   authorized to attest same.
3. A copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

Date of Meeting: March 16, 2005

APPROVED:  
APPROVED AS TO FORM:

----------------------------------
Fred M. Bado, Director  Joseph S. Sherman  
Department of Community Development  Corporation Counsel
RESOLUTION NO.____________

SUPPORTING THE COMMUNITY DEVELOPMENT PROGRAM AND URGING CONGRESS TO RESTORE ITS FUNDING

WHEREAS, the Community Development Block Grant (CDBG) program was enacted, and signed into law by President Gerald Ford, as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, the CDBG program has as its primary objective, the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the CDBG program has considerable flexibility to allow communities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, throughout its 30-year history, the CDBG program has been a partnership among the federal, state and local governments, business, and the nonprofit sector which carry out activities which improve the lives and neighborhoods of low and moderate income families; and

WHEREAS, according to the Department of Housing and Urban Development (HUD), in Fiscal Year 2004 CDBG provides funds for thousands of activities, assisting over 23 million persons and households through such activities as expanding homeownership activities, eliminating slums and blighting influences, improving infrastructure such as roads, water and sewer systems, libraries, community centers, adult day care and after school care for children, homeless housing facilities, employment training, transportation services, crime awareness, and business and job creation; and

WHEREAS, the President’s Fiscal Year 2006 budget proposes to completely eliminate the CDBG program; and

WHEREAS, should such a proposal be enacted, it would have a devastating effect on the City of Hoboken CDBG program, eliminating essential programs and activities that service thousands of very low and moderate income individuals;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and the Hoboken City Council call on the United States Congress to preserve the Community Development Block Grand (CDBG) Program within the Department of Housing and Urban Development.

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent by the Hoboken City Clerk to the entire New Jersey Congressional Delegation, the United States Senate Committees on Appropriations and Budget and House Committees on Appropriations and Budget.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. This Resolution is effective immediately.

Approved:

 Approved as to form:

Richard England, Interim Business Administrator

Joseph S. Sherman, Corporation Counsel

Date: March 16, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN
THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY
LOCATED AT 202 FIFTH STREET, HOBOKEN, NEW JERSEY, MORE
PARTICULARLY KNOWN AS LOT 37, BLOCK 180, ON THE TAX MAP OF THE
CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, James McKnight Architect Planner PC, has
petitioned the City of Hoboken for the granting of a certain easement over municipal
lands at 202 Fifth Street, Hoboken, New Jersey, (“the premises”) which premises is more
particularly described as Lot 37, Block 180, on the Tax Map of the City of Hoboken,
New Jersey, for the purpose of constructing a 30” deep by 8’-0” wide three story bay
window. The easements are described as follows:

METES AND BOUNDS
(PROPOSED BAY WINDOW)

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken,
County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the intersection formed by the southerly line of First
Street with the westerly line of Garden Street and from said point running;

THENCE South 13 degrees 4 minutes 00 seconds West, to a point;

THENCE South 76 degrees 56 minutes 00 seconds East, to a point;

THENCE North 13 degrees 4 minutes 00 seconds East to the point or place of
BEGINNING.

Known as Lot 37, Block 180 as shown on the official tax assessment map for the City of
Hoboken, Hudson County, New Jersey, and more commonly known as 202 Fifth Street,
Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE
COUNCIL OF THE CITY OF HOBOKEN THAT THE CITY OF HOBOKEN
HEREBY GRANTS 202 Fifth Street THE AFREMENTIONED EASEMENT
SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of
any projections or encumbrances, under or upon any street, sidewalk or public
easement, for any reason including but not limited to destruction of premises
by fire.
3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising form the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.

6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted: ___________________________ Approved: ___________________________

City Clerk Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: March 16, 2005
WHEREAS, on December 21, 1989, the Mayor and City Council of the City of Hoboken (the “City”), acting as the Redevelopment Agency of the City, conveyed to Hudson Square North Associates, L.P. (“Hudson Square North Associates”) Parcel E of the River Street Redevelopment Area (a.k.a. Lot 3, Block 225 and 224-232 Hudson Street) (“Parcel E”) for the sum of $2,523,770; and

WHEREAS, as consideration for the conveyance of Parcel E, Hudson Square North Associates paid the sum of $1,023,770 to the City and delivered to the City a Purchase Money Note in the principal amount of $1,500,000, dated December 21, 1989 (the “Note”), secured by a Mortgage on Parcel E, also dated December 21, 1989 (the “Mortgage”); and

WHEREAS, in order to obtain additional revenue for the 1990 Municipal Budget, the City submitted an application for a loan from the Affordable Housing Trust Fund (the “Trust”) to the Hudson County Department of Planning and Economic Development, administrator of the Trust, for recommendation by the Hudson County Improvement Authority (“HCIA”) and consideration by the County Executive; and

WHEREAS, by resolution of November 13, 1990, the HCIA unanimously recommended a loan of $1,500,000 from the Trust to the City (the “Loan”) and, by letter of November 19, 1990 to Mayor Patrick Pasculli, the County Executive approved the Loan; and

WHEREAS, the Loan was secured by the collateral assignment by the City of the Mortgage and a guaranty from the City of repayment of the Note in the event of default on the Note by Hudson Square North Associates (the “Collateral Assignment”); and

WHEREAS, the Trust has notified the City that the Trust has received a proposal from Community Preservation Corporation (“CPC”) in which CPC will pay the Trust the outstanding sums due under the Loan in return for an assignment of the Note and the Mortgage; and

WHEREAS, the payment of such sums by CPC will discharge the City’s obligations to the Trust pursuant to the Loan; and

WHEREAS, in order to consummate the aforesaid transaction, the Trust and CPC have requested that the City assign the Note and the Mortgage directly to CPC in consideration of the payment by CPC to the Trust of the outstanding sums due under the Loan; and

WHEREAS, the Trust will relinquish its rights under the Collateral Assignment in consideration of the payment by CPC to the Trust of the outstanding sums due under the Loan; and

WHEREAS, the deed conveying Parcel E by and between the City and Hudson Square North Associates, dated December 21, 1989 (the “Deed”) contained a covenant in paragraph 9 of the “Covenants of the Grantee” section providing that title to Parcel E would revert to the City upon the occurrence of certain conditions as set forth in a certain Land Disposition Agreement between the City and Hudson Square North Associates; and

WHEREAS, though such Land Disposition Agreement cannot be located, all parties agree that the land has been renovated and rehabilitated in the manner agreed upon; and

WHEREAS, in order to perfect title to Parcel E, CPC has requested a waiver by the City of any claim to title to Parcel E pursuant to its right of reversion as stated in paragraph 9 of the “Covenants of the Grantee” as written in the Deed; and

WHEREAS, the rights and responsibilities of the current tenants residing in the existing structure located on Parcel E shall not be affected in any way by the determinations made pursuant to this ordinance; and

WHEREAS, in consideration of the foregoing, the City finds that it is in the best interests of the taxpayers of the City to assign the Note and the Mortgage to CPC in exchange for the satisfaction of the payment obligations of the City to the Trust pursuant to the Loan and to waive any claim to title to Parcel E pursuant to the right of reversion as stated in paragraph 9 of the
“Covenants of the Grantee” as written in the Deed;

NOW, THEREFORE, BE IT ORDAINED that

1. The Mayor and City Council of the City are authorized to assign the Note and the Mortgage to CPC upon payment by CPC to the Trust of the outstanding sums due under the Loan.

2. Subject to the review and approval of the Director of the Department of Law, or his duly appointed representative, the Mayor of the City, or such duly appointed representative, is authorized to execute all documents necessary to assign the Note and Mortgage to CPC and the City Clerk or such duly appointed representative is authorized to witness and seal all such documents.

3. The Mayor and the City Council on behalf of the City agree to waive any claim to title to Parcel E pursuant to its right of reversion as stated in paragraph 9 of the “Covenants of the Grantee” as written in the Deed, and subject to the review and approval of the Director of the Department of Law, or his duly appointed representative, the Mayor of the City, or such duly appointed representative, is authorized to execute all documents necessary to effectuate such waiver and the City Clerk or such duly appointed representative is authorized to witness and seal all such documents.

4. The City Clerk is authorized to provide for the publication of this Ordinance pursuant to the provisions of N.J.S.A. 40:49-1 et seq.

5. This Ordinance shall take effect following passage and publication according to the operation of law.

Adopted: ____________________                        Attest:

Approved: 
   David Roberts, Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: March 16, 2005
CITY OF HOBOKEN

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HOBOKEN, CHAPTER 59A ENTITLED “DEPARTMENT OF PUBLIC SAFETY”

WHEREAS, the Council for the City of Hoboken should ensure that proper level of personnel are being maintained within the Department of Public Safety; and

WHEREAS, the Mayor and Council for the City acknowledge the growing need for personnel within the Department of Public Safety; and

WHEREAS, the Council has been informed that there is sufficient funding in the budget for a change in the table of organization within the Police Department; and

WHEREAS, proper is necessary in order for the Council for the City of Hoboken to adjust the table of organization for the Police Department.

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

SECTION I

ARTICLE II
Division of Police

Sections 59A-8 of the Hoboken Code shall be amended to read as follows:

§59A-8 Establishment of Division.

A. A Division of Police in the Department of Public Safety is hereby established in and for the City of Hoboken, which shall not exceed the following force:

<table>
<thead>
<tr>
<th>Rank/Position</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief</td>
<td>1</td>
</tr>
<tr>
<td>Inspector</td>
<td>3</td>
</tr>
<tr>
<td>Captain</td>
<td>10</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>17</td>
</tr>
<tr>
<td>Sergeant</td>
<td>27</td>
</tr>
<tr>
<td>Police Officer</td>
<td>127</td>
</tr>
<tr>
<td>Administrative Secretary</td>
<td>1</td>
</tr>
</tbody>
</table>

B. All personnel constituting the Division of Police heretofore and in service prior to July 1, 1986, are hereby continued in their employment and in their respective ranks or position and made a part of the Division of Police hereby established, with all rights to which they are now entitled as to years of service and pension.
C. In the event of a vacancy in any rank or position, such rank or position shall not be filled by the appointing authority unless there shall be vacant rank or position pursuant to the table or organization set forth herein.

SECTION II

If any section or provision of this Ordinance shall be held invalid in any Court, the same shall not affect the other sections or provisions of this Ordinance except so far as the section or provision so declared invalid and shall be inseparable for the remainder or portion thereof.

SECTION III

All Ordinances or parts of Ordinances inconsistent herewith and hereby repealed to the extent of such inconsistency.

SECTION IV

This Ordinance shall take effect upon publication.

Adopted: 

Approved: 

____________________________  ______________________________
City Clerk James Farina        Mayor David Roberts

Approved to Form: 

____________________________
Joseph S. Sherman, Corporation Counsel

Date: March 16, 2005
AN ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR
CONDEMNATION OF THE REAL PROPERTY LOCATED AT 1100-1110
JEFFERSON STREET, HOBOKE, NEW JERSEY, FOR REDEVELOPMENT
IN ACCORDANCE WITH THE NORTHWEST REDEVELOPMENT PLAN

WHEREAS, by Ordinance No. R-318 dated May 20, 1998, the City Council adopted the
Northwest Redevelopment Plan for an area declared to be an area in need of redevelopment; and

WHEREAS, by Resolution No. 1683 dated October 18, 2000, the City Council, exercising
redevelopment powers under N.J.S.A. 40A:12-4, approved an Amended Developer's Agreement
with Frank Raia as the Redeveloper for certain parcels of land within the boundaries of the
Northwest Redevelopment Plan; and

WHEREAS, pursuant to the foregoing Resolution, the City of Hoboken has entered into an
Amended Developer's Agreement with Frank Raia which provides for the purchase or
condemnation of the property known as 1100-1110 Jefferson Street (Block 103, Lots 1 to 6 and 27
to 32 on the Tax Assessment Map) (the "Property") for the purpose of redevelopment in accordance
with the Northwest Redevelopment Plan; and

WHEREAS, by Resolution No.________ dated November 5, 2003, the City Council
consented to the transfer of the Redeveloper's rights under the foregoing Amended Developer's
Agreement to a joint venture comprised of Tarragon Realty Investors, Inc., Ursa Development
Group LLC and Frank Raia with respect to certain properties including the property located at
1100-1110 Jefferson Street; and

WHEREAS, on December 1, 2003, an Assignment and Assumption Agreement in
accordance with the foregoing City Council Resolution was executed by the joint venture parties
under which the Redeveloper's rights and obligations under the Amended Developer's Agreement
with respect to the property located at 11100-1110 Jefferson Street were assigned to and assumed
by the joint venture parties through a development entity to be formed by them; and

WHEREAS, the joint venture parties have formed a development entity known as Block
99/102 Development, LLC as assignee of the foregoing rights and obligations, and Block 99/102
Development, LLC has assumed the Redeveloper's rights and obligations under the Amended
Developer's Agreement with respect to the Property; and

WHEREAS, the joint venture partners have been unable or unsuccessful in negotiating the
acquisition of the Property and have requested that the City of Hoboken proceed with the acquisition of the Property by purchase or condemnation in accordance with the Amended Developer's Agreement;

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

1. The property known as 1100-1110 Jefferson Street, Hoboken, New Jersey, designated as Block 103, Lots 1 to 6 and 27 to 32 (inclusive) on the Hoboken Tax Assessment Map (the "Property"), is determined to be needed for the public purpose of redevelopment in accordance with the Northwest Redevelopment Plan; and

2. The Mayor, Business Administrator and Special Counsel (who is to be retained by separate resolution) are authorized and directed to undertake any actions and to execute any documents necessary or appropriate to acquire the Property from the owner either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq.; and

3. The amount of the offer price to be offered to the record owner of the Property is to be fixed by further resolution upon receipt and approval of an appraisal report to be prepared by a qualified real estate appraiser; and

4. All awards of compensation and costs associated with the acquisition of the Property are to be borne and paid for by Block 114 Development, LLC in accordance with the Amended Developer's Agreement. Security for these payments shall be provided in accordance with the Amended Developer's Agreement in such form and amount as directed by the Director of the Department of Community Development.

5. At such time as the City acquires the Property from the owner by negotiated purchase, or in the event the City exercises its powers of condemnation, when title vests with the City, the City is authorized and directed to sell the property for fair market value plus all costs and expenses and to convey the Property to Block 99/102 Development, LLC, the designated redeveloper for the construction of an authorized project, provided however, in the event the property is not used for such purpose, title to the property shall revert to the City without any entry or re-entry made thereon on behalf of the City.

6. This ordinance shall take effect as provided by law.
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, Louis P. Picardo, Collector of Revenue recommends that refunds
be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order
of the following taxpayer in the sum opposite their respective name, totaling $67,289.41
representing overpayment of taxes:

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Meeting: March 16, 2005

Approved as to Form:

____________________________
CORPORATION COUNSEL

____________________________
Louis P. Picardo

Page Five of Five
CITY OF HOBOKEN
ORDINANCE NO. ______

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED PARKING FOR HANDICAPPED;
( Delete; 815 Park Avenue )

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

Handicap Spaces

A Section 192-4 is amended to delete the following;

Vasudev Trivedi, 815 Park Avenue (east side of Park Avenue, beginning at a point of 220 feet from the northerly curbline of Eighth Street and extending 22 feet northerly therefrom.)

B All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be a part of the Hoboken Code as Though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

MAYOR

City Clerk

Approved as to legal form
Corporation counsel

Meeting Date: March 16, 2005
NOTICE OF HEARING
ON PROPOSED CHANGE TO THE HOBOKEEN ZONING MAP
TO REFLECT THE ESTABLISHMENT OF A NEW
“B-3 BUSINESS” ZONING DISTRICT AND PROVIDING FOR
PERMITTED USES AND REGULATIONS THEREIN
ORDINANCE #DR-187

PLEASE TAKE NOTICE pursuant to N.J.S. 40:55D-62.1, that the City Council of the City of Hoboken shall, on the 6th day of April, 2005, at 7:00 PM, at the Wallace School Auditorium, 1100 Willow Avenue, Hoboken, New Jersey, or as soon thereafter as the matter may be heard, hold a hearing on an Amendment to the Hoboken Zoning Ordinance proposing a change to the Chapter 196, Article III and Chapter 196, Article VII, Schedule III of the Zoning Ordinance to reflect the establishment of a “B-3 Business” Zoning District and providing for uses and regulations therein;

The principal changes effected by said ordinance are as follows:

1. §196-7. Designation of districts and historic sites – adds Business-3 District.

2. §196-8. Zoning Map – provides for revised Zoning Map showing Business-3 District.

3. §196-20.1. Description of Business-3 Zone’s permitted uses and height and bulk requirements, as follows:

A mix of land uses not including, but not limited to:
• Artist work studios.
• Artist workshops and galleries.
• Studios, including dance, rehearsal, exercise and music studios.
• Artist Live/work studio.
• Health clubs.
• Retail and business services larger than 1000 square feet.
• Child care centers.
• Clubs and community centers.
• A mix of any uses permitted in the zone.

• Building height designed to complement the low-rise context north of Newark Street and to create a finished edge to the city along Observer Highway:
• (Newark Street): a maximum of six stories (60) feet within a “zone” containing any lot with street frontage on Newark Street and extending for a distance of 150ft. along Willow Avenue in a southerly direction from Newark Street.

• (Observer Highway): within a “zone” containing lots abutting Observer Highway but not extending through to Newark Street, minimum of six (6) stories (60) feet and a maximum of twelve (12) stories (120) feet placed within a distance no greater than one hundred twenty-five (125) feet from Observer Highway; building height on side streets shall “step down” until reaching the six-story zone.

• Density varies with “zone”
  • (Newark Street) residential density in the 6-story “zone” matches the density permitted adjacent to Newark Street but with more floor area to allow non-residential uses in the same building.
  • (Observer Highway): greater density permitted in the 12-story “zone”.

• Incentives for comprehensive redevelopment that includes bonusable public benefits which can add up to two additional floors such as:
  • Public open space (3:1 ratio if provided at grade; 2:1 if provided up to 15ft. above grade).
  • Enclosed community space (2:1 ratio for community space inside the building).
  • Preservation of historic buildings (up to two floors based on extent of preservation).
  • Transportation improvements.

• B-3 Business District regulations provide:
  • Mandated 10% ratio of affordable housing in high-rise development.
  • Mandated full range of dwelling unit sizes from studios to three-bedrooms.
  • Buildings oriented to the street with active uses along all street frontages.
  • Placement of all new & existing above-ground utility wires and facilities underground.
  • Mandated “green roofs” on all buildings taller than six stories.
  • Mandated landscaped roofs accessible to tenants on buildings sixty feet and less in height.
  • Enclosed parking for tenants as well as the public; vehicles to be hidden by active uses and/or architecture to match the building above.

If any member of the public wishes to receive a full copy of the proposed ordinance, same can be requested from the City Law Department, the Office of the City Clerk, or by Email from ewehrhahn@hoboken.org.
Copies of the described maps and proposed ordinance are on file in the office of the City Clerk and are available for inspection.

Any interested party may appear at said hearing and participate therein in accordance with the rules of the City Council.

JAMES F. FARINA  
CITY CLERK
PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, N.J.

ORD. # DR-187

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 196 OF THE CODE OF THE CITY OF HOBOKEN (ZONING) BY ESTABLISHING A NEW ZONING DISTRICT: “B-3: BUSINESS DISTRICT”

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

1. Chapter 196, Article III, Zoning Districts Established is amended in pertinent part as follows:

§ 196-7. Designation of districts and historic sites.
A. Zoning districts established in fulfillment of the purposes of this chapter are designated as follows:

- R-1 Residence District (Conservation)
- R-1(E) Higher Education Subdistrict
- R-1(CS) Court Street Subdistrict
- R-2 Residence District (Stabilization)
- R-3 Residence District (Redevelopment)
- I-1 Industrial District (Light Manufacturing)
- I-1(W) Waterfront Subdistrict
- I-2 Industrial District (Mixed Use)
- CBD Central Business District
- CBD(H) Historic Subdistrict
- CBD(H)(CS) Court Street Subdistrict
- W(RDV) Waterfront Redevelopment Subdistrict (Special Review)
- W(H) Historic Subdistrict (Waterfront)
- W(N) Castle Point Subdistrict
- B-3 Business 3 District

The location and boundaries of said districts and sites are hereby established as shown on the Zoning Map of the City of Hoboken as revised (_______), which is attached hereto and is hereby made a part of this chapter. Said map, together with everything shown thereon, and all amendments thereto shall be a part of this chapter as if the same were fully described and set forth herein.

2. Chapter 196, Article VII, Schedule III: Review Districts is supplemented in pertinent part as follows:

ARTICLE VII
Schedule III: Review Districts

§196-20.1 B-3 Business District

A. Purpose. The purpose of the B-3 Business District for properties located to the west of Hoboken Terminal along Observer Highway is to create a mix of land uses which do not compete with Washington Street’s unique commercial environment. Relatively intense development in terms of height or density will be permitted as part of comprehensive redevelopment that includes public benefits, such as provision of public open space, enclosed community space, preservation of historic buildings, and/or creation of transportation improvements. Buildings shall be oriented to the street with an uninterrupted frontage along commercial blocks. Regulations provide maximum setback requirements as well as minimum and maximum height requirements. The Neumann Leather complex offers a desirable location due to proximity to Hoboken Terminal and direct views of the Manhattan skyline over the New Jersey Transit rail yards combined with sizable area and frontage on three major streets. The existing City-owned Department of Public Works Garage property across Willow Avenue has similar advantages. Both properties warrant special consideration as well as flexibility in their development regulations. Redevelopment of these sites should include a mix of uses, possible density and/or height bonuses in exchange for provision of community amenities, and/or preservation of existing historic structures while allowing flexibility within certain bounds. Commercial development is preferred to housing but artist live/work studios and affordable housing should be encouraged. The Economic Development Plan of the Master Plan shows the B-3 Business District in the “Terminal Business District” as well as in the “Bed and Breakfast Overlay Zone” east of the mid-block line between Clinton and Willow Avenue.

B. Principal permitted uses shall be as follows:
(1) Offices and office buildings (see §196-20.1.F below)
(2) Retail and business services (see §196-20.1.F below)
(3) Artist work studios, workshops and galleries (see Appendix A for definition).
(4) Studios, including dance, rehearsal, exercise and music studios (see Appendix A for definition).
(5) Artist Live/work studio (see Appendix A for definition).
(6) Health clubs.
(7) Educational use.
(8) Instructional use.
(9) Family day care.
(10) Child care centers.
(11) Residential.
(12) Places of worship, associated residences and schools.
(13) Public buildings and uses, such as schools, libraries, parks and playgrounds.
(14) A mix of any uses permitted in the zone.
C. Accessory uses shall be as follows:
   (1) Off-street parking, loading and unloading in accordance with Article XI.
   (2) Accessory uses customarily incidental to principal permitted uses and on
       the same tract.
   (3) Signs. See § 196-31.
   (4) Wireless telecommunication antennas subject to Sections 196-26 and 196-
       35.

D. Conditional uses shall be as follows:
   (1) Clubs and community centers.
   (2) Essential utilities or public services.
   (3) Public parking facilities (may be public only or public plus accessory).
   (4) Bars.
   (5) Restaurants.
   (6) Sidewalk cafes.
   (7) Accessory uses customarily incident to a principal permitted use but not on
       the same lot.

E. Area, yard and building requirements for principal and accessory buildings shall
   be as follows:
   (1) Lot area, minimum: two thousand five hundred (2,500) square feet.
   (2) Lot width, minimum: fifty (50) feet (as measured along any street
       frontage).
   (3) Lot depth, minimum: (50) feet
   (4) Lot coverage, maximum: seventy-five percent (75%) for parking and non-
       residential floors; sixty (60%) percent for residential floors.
   (5) Building height (Newark Street): a maximum of six stories (6) or sixty (60)
       feet, five (5) stories of the principal use over one (1) story of parking, on
       any lot with street frontage on Newark Street at the time of the adoption of
       this ordinance; such height limitation shall also apply for a distance of
       150ft. along Willow Avenue moving in a southerly direction from its
       intersection with Newark Street.
   (6) Building height (Observer Highway): on sites which include lots abutting
       Observer Highway but not extending through to Newark Street, minimum
       of six (6) stories or sixty (60) feet and a maximum of twelve (12) stories or
       one hundred twenty (120) feet [note that the maximum height can only be
       placed within a distance not to exceed one hundred twenty-five (125) feet
       from Observer Highway on such lots; building height on side streets shall
       "step down" until it reaches the six-story zone]:
       (a) Buildings with seven (7) or more stories of principal use may have a
           maximum of two (2) parking floors.
       (b) Bonus building height: the height of buildings permitted to be 12
           stories within 125 feet of Observer Highway may be increased by up
           to two stories or twenty (20) feet to a maximum of 140 ft. in height by
           providing any of the following:
Publicly accessible open space on the site as follows:

[a] At street level (at a 2:1 ratio of bonus floor area to open space in square feet).
[b] At an elevation no higher than one floor or 15 feet above grade (at a 1:1 ratio of bonus floor area to programmed open space).
[c] Such open space shall be clearly delineated as publicly accessible space with signage, access and appropriate landscape details as approved by the Planning Board.

Community space, made available to the public at no cost, provided inside the building (at a 1:1 ratio of bonus floor area to community space in square feet); see Appendix A: "Public Recreation Space/Enclosed Space" for design requirements.

Historic preservation, rehabilitation, restoration or reconstruction as defined in the Historic Preservation Element of the Master Plan for buildings mentioned in Tables VIII-1,2,3 or 4: applicant shall present its preservation program to the Planning Board to show to what extent it has complied with the “Standards And Guidelines For Identification And Treatment Of Historic Properties”; the Planning Board may grant up to the maximum bonus floor area and height based on evaluation of the degree of compliance; the Board may also grant waivers to the lot coverage limitations in order to enable historic preservation.

FAR, maximum, excluding floor area devoted to parking and excluding bonus floor area:

(a) For sites limited to six (6) stories as described above: 3.0 FAR
(b) For sites permitted twelve (12) stories as described above: 5.0 FAR (minimum of 15% of the floor area attributable to the permitted maximum shall be non-residential use)

Density: Residential density of development of a site will be determined as calculated below.

(a) For sites limited to six (6) stories as described above: Dwelling units, maximum: maximum permitted floor area divided by two thousand (2000); non-residential uses limited to the ground floor and second floor will not reduce the number of units permitted so long as maximum floor area is not exceeded; non-residential uses above the second floor shall cause a reduction in maximum units equal to the proportion of floor area occupied by the non-residential use.
(b) For sites permitted to have twelve (12) story buildings as described above: Dwelling units, maximum: floor area devoted to residential use divided by one thousand (1000); minimum of 15% of the floor area attributable to the permitted maximum floor area shall be non-residential use.

Setback dimensions, minimum:
(a) Buildings 60 feet in height or less: zero (0) foot front or side setback required from any lot line abutting a street or perpendicular to a street; rear wall of any new principal structure may be no more than 60 ft. from the front lot line.

(b) Buildings over 60 feet in height: at grade - zero (0) foot front or side setback required from any lot line abutting a street or perpendicular to a street; above grade: ten (10) foot setback for portions of buildings greater than 60 feet above grade; thirty (30) foot setback from any rear lot line that abuts an adjoining property.

(c) No setbacks are required for any building facades along Observer Highway.

F. Other regulations in the C-3 District:
(1) Active uses are required to be provided along all street frontages. Such uses may include retail businesses and service or office uses, as well as facilities associated with residential buildings such as gyms, community rooms, laundry facilities or management offices (but not mechanical or trash rooms); such spaces designed for tenant use may be located on any floor.
(2) Professional and commercial offices (other than home offices) may be located above the ground floor so long as they are below residential floors.
(3) Retail businesses and services shall be limited to the ground floor but may exceed 1000 sq. ft. of customer service area; separate entrances are required.
(4) Special sound insulation and ventilation shall be provided for studios of various kinds as described in Appendix A.
(5) Building orientation: all buildings shall be oriented towards the street.
(6) Dwelling units shall be provided in a full range of sizes from studios to three-bedrooms.
(7) Minimum affordable housing: 10 percent of the total dwelling units on the site.
(8) In conjunction with the redevelopment of any property within this zone, all existing above-ground utility wires and facilities shall be relocated underground, and any new utility wires shall be located underground.
(9) All buildings taller than six stories shall have “green roofs”; buildings sixty feet and less in height shall have landscaped roofs accessible to tenants.

G. Off-street parking and loading shall be as follows:
(1) Off-street parking spaces shall be provided at a ratio of one space per dwelling or artist live/work studio minus five and one space for every 1000 square feet of non-residential space; no parking is required for community space or common tenant space.
(2) Any spaces that are provided shall be located in a common facility that is available for shared use by tenants, visitors and the general public. A key-operated tenant-only elevator may be provided for security purposes.
(3) Open parking is prohibited.
(4) With the exception of garage entrances and exits, no parking facilities may be visible from the exterior of the building; all covered parking must be clad architecturally to look like the building above it and windows must be provided and glazed with translucent but not transparent glass.

(5) For buildings with more than 15% of their floor area devoted to non-residential uses, a curbside loading space sized for a step van shall be marked immediately adjacent to the garage curb-cut with the cooperation of the city; the garage shall provide an internal area for trash and materials handling; the subject area and the garage door shall be designed to hide all such materials. any building having more than two floors of non-residential use shall provide a service elevator within the garage.

NOTICE IS HEREBY GIVEN that the foregoing proposed ordinance was introduced on first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson and State of New Jersey, held on MARCH 2, 2005, and that said ordinance will be taken up for further consideration for final passage at a meeting of the Hoboken City Council to be held on WEDNESDAY, APRIL 6, 2005, at 7:00 PM in the WALLACE SCHOOL at ELEVENTH STREET and WILLOW AVENUE, Hoboken, N.J. or as soon thereafter as said matter can be reached at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning the same.

A copy of this ordinance has been posted on the Bulletin Board upon which public notices are customarily posted in the City Hall, of the City and a copy is available up to and including the time of such meetings to the members of the general public of the City who shall request such copies at the Office of the City Clerk, in said City Hall, Hoboken, N.J.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, NEW JERSEY

JAMES J. FARINA
CITY CLERK
PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, N.J.

NOTICE OF HEARING
ON PROPOSED CHANGE TO THE HOBOKEN ZONING MAP
TO REFLECT THE ESTABLISHMENT OF
NEW “B-3 BUSINESS DISTRICT”
ORDINANCE #DR-188

PLEASE TAKE NOTICE pursuant to N.J.S. 40:55D-62.1, that the City Council of the City of Hoboken shall, on the 6\textsuperscript{th} day of April, 2005, at 7:00 PM, at the Wallace School Auditorium, 1100 Willow Avenue, Hoboken, New Jersey, or as soon thereafter as the matter may be heard, hold a hearing on an Amendment to the Hoboken Zoning Ordinance proposing a change to the classification or boundaries of the zoning district, as follows:

1. The City of Hoboken Zoning Map is hereby amended to create a new zoning district entitled: “B-3: Business District” beginning at the intersection of Newark Street and Observer Highway and extending eastward along Observer Highway to Bloomfield Street, then extending northward along Bloomfield Street for approximately 125ft., then turning to run westward to Park Avenue, then northward along Park Avenue for approximately 25ft., then westward along the lot line separating lot 1 from lot 20 in Block 1, to the mid-line of the block, then running northward along the mid-line of the block to Newark Street, then westerly along the mid-line of Newark Street back to the point of beginning at the intersection of Newark Street and Observer Highway.

2. The following blocks and lots in whole or in part shall be within the boundaries of the new B-3: Business District:

<table>
<thead>
<tr>
<th>BLOCK</th>
<th>LOCATION</th>
<th>LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Observer-Newark-Willow</td>
<td>all lots</td>
</tr>
<tr>
<td>2.1</td>
<td>Observer-Newark-Willow</td>
<td>all lots</td>
</tr>
<tr>
<td>1</td>
<td>Observer-Newark and Willow-Park</td>
<td>1 &amp; 11-14</td>
</tr>
<tr>
<td>175</td>
<td>Observer-Newark and Park-Garden</td>
<td>1 &amp; 2 24.2 &amp; 23.2 25</td>
</tr>
<tr>
<td>186</td>
<td>Observer-Newark and Garden-Bloomfield</td>
<td>1</td>
</tr>
</tbody>
</table>
If any member of the public wishes to receive a full copy of the proposed ordinance, same can be requested from the City Law Department, the Office of the City Clerk, or by Email from ewehrhahn@hoboken.org.

Copies of the described maps and proposed ordinance are on file in the office of the City Clerk and are available for inspection.

Any interested party may appear at said hearing and participate therein in accordance with the rules of the City Council.

JAMES F. FARINA
CITY CLERK
AN ORDINANCE TO AMEND THE CITY OF HOBOKEN ZONING MAP TO REFLECT THE ESTABLISHMENT OF A NEW ZONING DISTRICT: “B-3: BUSINESS DISTRICT”

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

1. The City of Hoboken Zoning Map is hereby amended to create a new zoning district entitled: "B-3: Business District" beginning at the intersection of Newark Street and Observer Highway and extending eastward along Observer Highway to Bloomfield Street, then extending northward along Bloomfield Street for approximately 125ft., then turning to run westward to Park Avenue, then northward along Park Avenue for approximately 25ft., then westward along the lot line separating lot 1 from lot 20 in Block 1, to the mid-line of the block, then running northward along the mid-line of the block to Newark Street, then westerly along the mid-line of Newark Street back to the point of beginning at the intersection of Newark Street and Observer Highway.

2. The following blocks and lots in whole or in part shall be within the boundaries of the new B-3: Business District (see attached map):

<table>
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<th>LOT</th>
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</tr>
<tr>
<td>186</td>
<td>Observer-Newark and Garden-Bloomfield</td>
<td>1</td>
</tr>
</tbody>
</table>
The location and boundaries of said districts and sites are hereby established as shown on the Zoning Map of the City of Hoboken as revised (_________), which is attached hereto and is hereby made a part of this chapter. Said map, together with everything shown thereon, and all amendments thereto shall be a part of this chapter as if the same were fully described and set forth herein.

NOTICE IS HEREBY GIVEN that the foregoing proposed ordinance was introduced on first reading at a meeting of the City Council of the City of Hoboken, in th4e County of Hudson and State of New Jersey, held on MARCH 2, 2005, and that said ordinance will be taken up for further consideration for final passage at a meeting of the Hoboken City Council to be held on WEDNESDAY, APRIL 6, 2005, at 7:00 PM in the WALLACE SCHOOL at ELEVENTH STREET and WILLOW AVENUE, Hoboken, N.J. or as soon thereafter as said matter can be reached at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning the same.

A copy of this ordinance has been posted on the Bulletin Board upon which public notices are customarily posted in the City Hall, of the City and a copy is available up to and including the time of such meetings to the members of the general public of the City who shall request such copies at the Office of the City Clerk, in said City Hall, Hoboken, N.J.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, NEW JERSEY

JAMES J. FARINA
CITY CLERK
CITY OF HOBOKEN
RESOLUTION NO._______________

RESOLUTION EXTENDING A PROFESSIONAL SERVICES CONTRACT WITH PAULUS, SOKOLOWSKI AND SARTOR, LLC (KEYSPAN) FOR ENVIRONMENTAL SERVICES RELATED TO THE SOUTH WATERFRONT DEVELOPMENT – PIER C PARK

WHEREAS, on July 1, 1995, Council of the City of Hoboken awarded a professional services contract to Paulus, Sokolowski and Sartor (PS&S) for environmental consulting services related to the federal and state permitting process and development of the South Waterfront Development – Pier C Park; and

WHEREAS, the City Council from the above-stated date subsequently authorized various extensions to this contract; and

WHEREAS, there is a need to provide the City of Hoboken with additional professional engineering services as to the environmental permitting services for the redevelopment of Pier C Park in the areas of providing alternative analysis for U.S. Army Corps of Engineers and modification of the NJDEP Waterfront Development Permit; and

WHEREAS, Paulus, Sokolowski and Sartor has submitted a proposal in the amount of $16,000 to provide the above-stated professional services; and

WHEREAS, the funds for this contract extension are available through the Municipal Development Agreement for the South Waterfront Development between the Port Authority of New York and New Jersey and the City of Hoboken executed on August 16, 1995; and

WHEREAS, the type of work constitutes a professional planning service as defined by N.J.S.A. 40A:11-5(1) (i) and as such is exempt from the bidding requirements; and

WHEREAS, the temporary Chief Financial Officer certifies that the funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN THAT:
1. The contract with Paulus, Sokolowski and Sartor, LLC (Keyspan) be amended to provide additional engineering services in the amount of $16,000.

2. The Mayor or his designee is hereby authorized to execute a contract with Paulus, Sokolowski and Sartor, LLC (Keyspan) for professional services on behalf of the City of Hoboken and the City Clerk is hereby authorized to attest same.

3. A copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

Date of Meeting: March 16, 2005

APPROVED:                      APPROVED AS TO
FORM:                         FORM:

__________________________________________
Fred M. Bado, Director          Joseph S. Sherman
Department of Community Development  Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO.____________

RESOLUTION EXTENDING A PROFESSIONAL SERVICES CONTRACT
WITH PAULUS, SOKOLOWSKI AND SARTOR, LLC (KEYSPAN) FOR
ENVIRONMENTAL SERVICES RELATED TO THE SOUTH
WATERFRONT DEVELOPMENT – PIER A PARK - HOBOKEN ISLAND
MEMORIAL

WHEREAS, on July 1, 1995, Council of the City of Hoboken awarded a
professional services contract to Paulus, Sokolowski and Sartor (PS&S) for
environmental consulting services related to the federal and state permitting process
and development of the South Waterfront Development – Pier A Park; and

WHEREAS, the City Council from the above-stated date subsequently
authorized various extensions to this contract; and

WHEREAS, there is a need to provide the City of Hoboken with additional
professional engineering services as to the environmental permitting services for the
Hoboken Island Memorial Park proposed adjacent to the eastern end of Pier A and
connected to Pier A via a pedestrian bridge and the permit authorization from the U.S.
Army Corp of Engineers, N.J. Department of Environmental Protection and U.S. Coast
Guard; and

WHEREAS, Paulus, Sokolowski and Sartor has submitted a proposal in the
amount of $44,000 to provide the above-stated professional services; and

WHEREAS, the type of work constitutes a professional planning service as
defined by N.J.S.A. 40A:11-5(1) (i) and as such is exempt from the bidding
requirements; and

WHEREAS, the temporary Chief Financial Officer certifies that the funds are
available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND
COUNCIL OF THE CITY OF HOBOKEN THAT:
1. The contract with Paulus, Sokolowski and Sartor, LLC (Keyspan) be amended to provide additional engineering services in the amount of $44,000 for Pier A Park – Hoboken Island Memorial.

2. The Mayor or his designee is hereby authorized to execute a contract with Paulus, Sokolowski and Sartor, LLC (Keyspan) for professional services on behalf of the City of Hoboken and the City Clerk is hereby authorized to attest same.

3. A copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

Date of Meeting: March 16, 2005

APPROVED: 
APPROVED AS TO FORM: 

__________________________________  __________________________
Fred M. Bado, Director                Joseph S. Sherman
Department of Community Development    Corporation Counsel
INTRODUCED BY: __________________
SECONDED BY: __________________

CITY OF HOBOKEN

RESOLUTION NO. ________

RESOLUTION APPOINTING A BUDGET AND FINANCIAL ADVISOR

WHEREAS, the Mayor and the Council of the City of Hoboken have determined that they require the services of a Budget and Financial Advisor to aid in the completion of a budget for the City of Hoboken, as well as other financial matters concerning Hoboken; and

WHEREAS, this is a professional service contract and therefore does not need to be bid pursuant to N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken and George W. Crimmins d/b/a Government Solutions L.L.C. shall be retained as Financial Advisor “(Financial Advisor”) to consult with and advise the City of Hoboken in financial and other matters;

BE IT FURTHER RESOLVED, that the Financial Advisor shall be paid at a rate of $140.00 an hour, for a total amount not to exceed Seventeen Thousand ($17,000.00) dollars.

BE IT FURTHER RESOLVED, that this agreement shall be effective immediately and terminate June 30, 2005.

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution is effective immediately.

Approved: ___________________________  Approved as to form:  ___________________________

Richard England, Interim Business Administrator  Joseph S. Sherman, Corporation Counsel

Date: March 16, 2005
RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, MUNICIPAL AID AND BIKEWAY/SAFE STREETS TO SCHOOL PROGRAM

WHEREAS, the City of Hoboken wishes to apply for funding for bikeway / safe street improvements around the following schools within the City of Hoboken:

- Connors School
- Wallace School
- Brandt School

WHEREAS, the application is made to the New Jersey Department of Transportation for the purpose of safe passage to the aforementioned schools.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The Mayor or his designee is authorized to execute and submit an application to the New Jersey Department of Transportation, for FY 2006 bikeway / safe street improvement funding.
4. Furnish such documents as may be required.
5. Act as authorized correspondent of the City of Hoboken.
6. Execute necessary contracts, if funding is awarded.

This Resolution is effective immediately.

Department of Environmental Services

Approved as to form:

Joseph Peluso, Director

Joseph S. Sherman, Corporation Counsel

Meeting Date: April 6, 2005
CONTINUING DISCLOSURE AGREEMENT

By and Among

The Hudson County Improvement Authority,

the City of Hoboken, in the County of Hudson, New Jersey

and

_________________________,

as Dissemination Agent for

$10,000,000
The Hudson County Improvement Authority
Lease Revenue Bonds, Series 2005
(Hoboken DPW Garage Project)
(Federally Taxable)
CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”), dated as of __________, 2005, is by and among The Hudson County Improvement Authority (the “Authority”), the City of Hoboken, in the County of Hudson, New Jersey (the “City”) and __________, __________, New Jersey, as dissemination agent (the “Dissemination Agent”) for the $10,000,000 aggregate principal amount of The Hudson County Improvement Authority Lease Revenue Bonds, Series 2005 (Hoboken DPW Garage Project) (the “Bonds”) issued by the Authority dated the date hereof.

WITNESSETH

WHEREAS, on November 10, 1994, the United States Securities and Exchange Commission (the “Commission”) adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and

WHEREAS, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a “Participating Underwriter”) to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and

WHEREAS, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an “obligated person” (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such “obligated person”; and

WHEREAS, the Authority and the City have determined that each of them is or will be an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the Dissemination Agent, the City and the Authority are entering into this Agreement for the benefit of Bondholders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority, the City and the Dissemination Agent agree as follows:
SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Authority and the City for the benefit of the Bondholders and Beneficial Owners (hereinafter defined) of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the hereinafter defined Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit A.

"Participating Underwriter" shall mean any of the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

“Resolution” shall mean the Authority’s general bond resolution adopted October 13, 2004, as amended and supplemented, with respect to the Bonds.

"Rule" or "Rule 15c2-12" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.
SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of the City’s fiscal year, commencing with the report for the fiscal year ending June 30, 2005, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Agreement. In addition, upon availability, the City shall, provide to each Repository the audited financial statements of the City for the year ending December 31, 2005. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the City shall send a notice to each National Repository or the Municipal Securities Rulemaking Board, to the State Repository, if any, and to Financial Guaranty Insurance Company in substantially the form attached as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) file a report with the City certifying that the Annual Report has been provided pursuant to this Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

1. The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the City’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
2. The financial information and operating data set forth in Appendix A to the Official Statement dated ____________, 2005 prepared in connection with the sale of the Bonds.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority and the City shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies,
2. non-payment related defaults,
3. unscheduled draws on debt service reserves reflecting financial difficulties,
4. unscheduled draws on the credit enhancements reflecting financial difficulties,
5. substitution of the credit or liquidity providers or their failure to perform,
6. adverse tax opinions or events affecting the tax-exempt status of the security,
7. modifications to rights of security holders,
8. bond calls,
9. defeasances,
10. release, substitution or sale of property securing repayment of the securities, and
11. rating changes.

(b) Whenever the Authority or the City obtains knowledge of the occurrence of a Listed Event, the Authority or the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Authority or the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Authority or the City shall promptly file a notice of such occurrence (or cause the Dissemination Agent to file such notice) with each National Repository or the Municipal Securities Rulemaking Board, with the State Repository, if any, and with [BOND INSURER]. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.
SECTION 6. Termination of Reporting Obligation. The Authority’s and the City’s obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority or the City shall give notice (or cause the Dissemination Agent to give such notice) of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The Authority or the City may, from time to time, appoint or engage a new Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent upon appointing a new Dissemination Agent. The initial Dissemination Agent shall be __________, __________, New Jersey.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Authority, the City and the Dissemination Agent may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be promptly given to each National Repository or the Municipal Securities Rulemaking Board and to the State Repository, if any, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Authority, the City or the Dissemination Agent from disseminating any
other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or in any notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Authority or the City chooses to include any information in any Annual Report or in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Authority and the City shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority or the City to comply with any provision of this Agreement, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority or the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Agreement in the event of any failure of the Authority or the City to comply with this Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and to the extent permitted by law, the Authority and the City agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney’s fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the Authority and the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Authority, the City, the Dissemination Agent, the Participating Underwriter and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be governed by and construed in accordance with the federal securities laws and the laws of the State of New Jersey without regard to principles of conflict of laws.

SECTION 14. Counterparts. This Agreement may be executed in one or more counterparts, and when the Authority, the City and the Dissemination Agent have each executed and delivered at least one counterpart, this Agreement shall become binding on the Authority, the City and the Dissemination Agent and such counterparts shall be deemed to be one and the same documents.

SECTION 15. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i)
the validity, legality and enforceability of the remaining provisions contained herein shall not in
any way be affected or impaired thereby, and (ii) the Authority, the City and the Dissemination
Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable
provisions with valid, legal and enforceable provisions the effect of which comes as close as
possible to that of the invalid, illegal or unenforceable provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date set forth above.

THE HUDSON COUNTY
IMPROVEMENT AUTHORITY

ATTEST

______________________________
Secretary

By: ______________________________
Executive Director

CITY OF HOBOKEN, IN THE
COUNTY OF HUDSON, NEW JERSEY

ATTEST

______________________________
Clerk

By: ______________________________
Mayor

ATTEST

______________________________
Corporate Trust Officer

By: ______________________________
Vice President
EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission as of __________, 2005:

Standard & Poor’s Securities Evaluations, Inc.  
Attn: Repository  
55 Water Street, 45th Floor  
New York, New York 10041  
(212) 438-4595 (phone)  
(212) 438-3975 (fax)  
Email: nrmsir_repository@sandp.com

FT Interactive Data  
Attn: NRMSIR  
100 William Street  
New York, New York 10038  
(212) 771-6999 (phone)  
(212) 771-7390 (fax)  
Email: NRMSIR@FTID.com

Bloomberg Municipal Repository  
100 Business Park Drive  
Skillman, New Jersey 08558  
(609) 279-3225 (phone)  
(609) 279-5962 (fax)  
Email: Munis@Bloomberg.com

DPC Data Inc.  
One Executive Drive  
Fort Lee, New Jersey 07024  
(201) 346-0701 (phone)  
(201) 947-0107 (fax)  
Email: nrmsir@dpcdata.com
EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person: ____________________________________________________________

Name of Bond Issue: ______________________________________________________________

Date of Issuance: _________________________________________________________________

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to
the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Agreement
dated __________, 2005. The City anticipates that the Annual Report will be filed by
__________________.

Dated: ______________________

CITY OF HOBOKEN, IN THE
COUNTY OF HUDSON, NEW JERSEY

By: _________________________
AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SALE AND LEASE PURCHASE AGREEMENT WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY RELATING TO THE HOBOKEN DPW GARAGE PROJECT

WHEREAS, The Hudson County Improvement Authority (the “Authority”) is authorized to issue its bonds pursuant to the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the “Act”), and other applicable provisions of law; and

WHEREAS, the Mayor and City Council of the City of Hoboken, in the County of Hudson, New Jersey (together with any successor thereto, the “City”) have determined to permanently finance certain operating expenses of the City as well as the cost of improving a Department of Public Works Garage, including all systems, furnishings, fixtures and appurtenances related thereto (the “Costs”); and

WHEREAS, the Authority will issue bonds in an aggregate principal amount not to exceed $10,000,000, to be designated as “Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project)” (the “Bonds”) with such further designation and in accordance with the terms of a resolution of the Authority entitled “Resolution Authorizing the Issuance of Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) of The Hudson County Improvement Authority” (together with any amendments thereof or supplements thereto in accordance with the terms thereof, the “General Bond Resolution”) to assist the City with the financing of such Costs; and

WHEREAS, in connection with the issuance of such Bonds, the City will sell to and the Authority will purchase from the City its Department of Public Works Garage (the “Facilities”) pursuant to the terms of a Sale and Lease Purchase Agreement to be dated as of the first day of the month of issuance of the Bonds, between the City and the Authority (together with any amendments thereof or supplements thereto in accordance with its terms, the “Agreement”); and

WHEREAS, pursuant to the Act, specifically Section 34 thereof (N.J.S.A. 40:37A-77), the City is authorized, without any referendum or public or competitive bidding, to sell, lease, lend, grant or convey to the Authority any real or personal property which may be necessary or useful and convenient for the purposes of the Authority and to enter into any agreement, including the Agreement, with the Authority necessary to effectuate such sale, lease, loan, grant or conveyance; and

WHEREAS, in connection with the issuance of the Bonds to finance acquisition by the Authority of the Facility from the City, the City, as lessee, shall lease from the Authority, as lessor, the Facilities pursuant to the Agreement (the transactions
contemplated by the Agreement shall sometimes be herein referred to as the “Project”); and

WHEREAS, pursuant to the Act, specifically Section 35 thereof (N.J.S.A. 40:37A-78), the City is authorized, without any referendum or public or competitive bidding, to enter into and perform any lease, including the Agreement, with the Authority for the lease to or use by the City of all or any part of any public facility or facilities, including the Facilities; and

WHEREAS, the Bonds shall be secured by lease payments of the City under the Agreement in scheduled lease payment amounts sufficient to pay in a timely manner the principal and redemption premium, if any, of and interest on the Bonds; and

WHEREAS, the legal obligation of the City under the Lease Agreement to make such lease payments is subject to and dependent upon appropriations being made by the City Council of the City; and

WHEREAS, the Facilities constitute a “public facility” as such term is defined in the Act; and

WHEREAS, pursuant to the terms of the Agreement, the City will be required to enter into a continuing disclosure agreement to be dated as of the first day of the month of issuance of the Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “Continuing Disclosure Agreement”) with the Authority in order to satisfy the secondary market disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended;

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

Section 1. The sale by the City of the Facilities to the Authority and the lease by the City, as lessee, of the Facilities from the Authority, as lessor, are hereby approved, all pursuant to the terms of the Agreement. The Mayor and the Chief Financial Officer of the City (each, an “Authorized Officer”) are hereby each severally authorized and directed, upon the satisfaction of all the legal conditions precedent to the execution or acknowledgment and delivery by the City of the Agreement and the Continuing Disclosure Agreement to be so executed or acknowledged by the City, to execute or acknowledge and deliver such documents in substantially the forms on file in the office of the Clerk of the City, with such changes thereunto as such Authorized Officer, after consultation with counsel to the City, bond counsel to the City and other professional advisors to the County and the Authority (together, the “Consultants”), deems in his sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence such Authorized Officer’s approval of any changes to the forms
thereof, including without limitation the insertion of the final financing terms in the Agreement that will result from the sale of the Bonds, which financing terms shall be limited only by those financing term parameters set forth in the application of the Authority filed with the Local Finance Board, in the Department of Community Affairs, Division of Local Government Services, and the parameters set forth herein.

Section 2. The Clerk of the City is hereby authorized and directed, upon the execution or acknowledgment of the documents set forth in Section 2 hereof in accordance with Section 2 hereof, to attest to each Authorized Officer’s execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the City to such documents.

Section 3. Upon the execution or acknowledgment and attestation of and if required, the placing of the seal on the documents set forth in Section 2 hereof as contemplated by Sections 2 and 3 hereof, each Authorized Officer is hereby authorized and directed to (i) deliver the fully executed or acknowledged, attested and sealed documents to the other parties thereto and (ii) perform such other actions as such Authorized Officer deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 4. The City hereby authorizes the preparation and the distribution of financial statements and demographic and other information concerning the City, the Project, the General Bond Resolution, the Bonds, the Agreement and the Continuing Disclosure Agreement and the transactions contemplated thereby contained in a Preliminary Official Statement and final Official Statement to be issued in connection with the marketing of the Bonds. In furtherance of such authorization, the City Council hereby directs each Authorized Officer to take such action and execute such certificates, documents or instruments as such Authorized Officer, after consultation with the Consultants, deems in his sole discretion to be necessary, desirable or convenient in connection with the preparation and distribution of the Preliminary Official Statement and the final Official Statement to market the Bonds at the most efficient economical cost to the City.

Section 5. Each Authorized Officer is hereby authorized and directed to execute and deliver any and all documents, agreement, and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Agreement, the Continuing Disclosure Agreement, the sale and leasing of the Facilities, the undertaking of the Project and all related transactions contemplated by this ordinance and by the Project and the Agreement and necessary or desirable in connection with the issuance of the Bonds.

Section 6. The City hereby recognizes, acknowledges and agrees that the Authority, in connection with the issuance of the Bonds and the transactions contemplated by this ordinance, the Project and the Agreement, is acting as a conduit between the City and the prospective purchaser of and/or credit enhancement facility provider for the Bonds, and that the Authority will undertake negotiations with such
prospective purchaser and/or credit enhancement facility provider relative to the security for the Bonds which may include bond insurance, mortgages, assignments and other customary security instruments as may be necessary to facilitate such transactions, including the use by the Authority of the Facilities as collateral against any proceeds received in exchange therefor.

Section 7. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

Section 8. This ordinance shall take effect in accordance with applicable law.

Adopted: Approved:

_____________________________ ______________________________
City Clerk Mayor

Approved as to Form:

_____________________________
Joseph S. Sherman, Corporation Counsel

Date: April 6, 2005
SALE AND LEASE PURCHASE AGREEMENT

BETWEEN

THE HUDSON COUNTY IMPROVEMENT AUTHORITY

AND

THE CITY OF HOBOKEN

Dated as of __________ __, 2005
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THIS LEASE AND AGREEMENT, dated as of __________ __, 2005, by and among the City of Hoboken, in the County of Hudson, New Jersey (hereinafter referred to as the "City") and The Hudson County Improvement Authority (hereinafter referred to as the "Improvement Authority").

WITNESSETH

WHEREAS, the Improvement Authority has been duly created by resolution of the Board of Chosen Freeholders of the County of Hudson (the "County"), duly adopted September 25, 1974, as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960, of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Improvement Authority is authorized under the provisions of the Act to acquire public facilities within the County by lease or purchase and to construct, reconstruct and rehabilitate improvements thereon and to lease same to governmental units, including the City; and

WHEREAS, the Improvement Authority has, by resolution duly adopted on October 13, 2005, as amended and supplemented, determined to proceed with the acquisition by purchase of the City’s DPW Garage (as defined herein), and to enter into this Agreement with respect thereto; and

WHEREAS, pursuant to the terms of this sale and lease purchase agreement (the "Agreement"), the Improvement Authority will lease the Facilities (as defined herein) to the City; and

WHEREAS, the City, pursuant to and in accordance with the terms of the Act, has previously adopted an ordinance consenting to the acquisition, construction, renovation, improving, equipping, furnishing and installation of the Facilities by the Improvement Authority and the leasing of same to the City, in accordance with the conditions set forth therein; and

WHEREAS, the Improvement Authority will, pursuant to and in accordance with the terms of the Act, provide for the payment of the cost of the acquisition, construction, renovation, improving, equipping, furnishing and installation of the Facilities through the issuance of its revenue bonds and such obligations shall be payable by, among other things, Rentals (as hereinafter defined) to be received by the Improvement Authority from the City pursuant to the terms of this Agreement; and

WHEREAS, the legal obligation of the City under the Agreement to make such Rentals is subject to and dependent upon appropriations being made by the City Counsel of the City, the
City Council of the City has no legal obligation to make appropriations for such lease payments due under this Agreement and the City is not obligated to pay, and neither the full faith and credit nor the *ad valorem* taxing power of the City is pledged to pay all Rentals and to pay all other amounts which are provided for in this Agreement and to perform its obligations under this Agreement; and

**WHEREAS**, the City and the Improvement Authority agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Act;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:
ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS

SECTION 1.1. Definitions. The terms which are set forth in this Section or defined in the recitals hereto shall, unless the context clearly requires otherwise, have the meanings which are set forth below. Words which are used as defined terms herein but which are not defined herein shall have the meanings which are assigned to such terms in the Bond Resolution (as defined herein) or, if applicable, a Project Note Resolution, as the case may be. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

"Act" shall mean the County Improvement Authorities Law, constituting Chapter 183 of the New Jersey Laws of 1960, of the State of New Jersey, and the acts amendatory thereof and supplemental thereto;

"Additional Bonds" shall mean any Series of Bonds, other than the Initial Bonds, which are issued under the provisions of the Bond Resolution;

"Additional Project" shall mean any additions, enlargements, improvements, expansions, repairs, restorations or reconstruction of the Facilities or the acquisition, construction or improvement of any facilities by the Improvement Authority which are used or useful in connection with the Facilities, including, without limitation, all real and personal property and rights therein and any appurtenances which are necessary or useful and convenient therefor;

"Additional Rent" shall mean the rental payments which are required to be made by the City pursuant to the provisions of Section 5.1(b) hereof;

"Administrative Expenses" shall mean any and all expenses incurred by the Improvement Authority in carrying out its duties under the terms of this Agreement, any Project Note Resolution and/or the Bond Resolution, including, without limitation, accounting, administrative, financial advisory and legal expenses and the fees and expenses of the Trustee (as defined herein), any paying agents or any other fiduciaries or agents acting under the provisions of any Project Note Resolution and/or the Bond Resolution;

"Agreement" shall mean this Sale and Lease Purchase Agreement among the Improvement Authority and the City and any and all modifications, alterations, amendments and supplements hereto which are made in accordance with the provisions hereof and the provisions of the Bond Resolution and/or the Project Note Resolution;

"Applicable Environmental Laws" shall mean any and all existing or future Federal, State and Local Statutes, ordinances, regulations, rules, executive orders, standards and requirements, including the requirements imposed by common law, concerning or relating to industrial hygiene
and the protection of health and environment, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. subsection 9601, et seq.; (ii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. subsection 6901, et seq.; (iii) the Clean Air Act, as amended, 42 U.S.C. subsection 7401, et seq.; (iv) the Clean Water Act, as amended, 32 U.S.C. subsection 1251, et seq.; (v) the Safe Drinking Water Act, 42 U.S.C. 300(f), et seq.; (vi) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. subsection 1801, et seq.; (vi) the New Jersey Industrial Environmental Clean Up Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., as amended by the Industrial Site Recovery Act, ("ISRA"); (vii) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10A-21 et seq.; (viii) the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21, et seq.; (ix) the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-21, et seq. ("Water Pollution Control Act”); (x) the New Jersey Leaking Underground Storage Tank Act, as amended, N.J.S.A. 58:10A-21 et seq.; and (xi) any and all laws, regulations, and executive orders, both federal, state and local, pertaining to environmental matters, as the same may be amended or supplemented from time to time. Any terms mentioned in the following subsections which are defined in any Applicable Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

"Authorized Improvement Authority Representative" shall mean the Chairman or Executive Director of the Improvement Authority and any other person or persons who shall be authorized to act on behalf of the Improvement Authority by virtue of a written certificate, duly executed on behalf of the Improvement Authority by the Chairman or Executive Director of the Improvement Authority, which sets forth the specimen signatures of each such person;

"Authorized City Representative" shall mean the Mayor or Chief Financial Officer or any other person or persons who shall be authorized to act on behalf of the City by written certificate, duly executed on behalf of the City by the Mayor of the City, which sets forth the specimen signatures of each such person;

"Basic Rent" shall mean that portion of the Rentals which are required to be made by the City pursuant to the provisions of Section 5.1(a) hereof;

"Bond or Bonds" shall mean the Initial Bonds and any other bond or bonds, as the case may be, which are authenticated and delivered under and pursuant to the terms of the Bond Resolution;

"Bond Resolution" shall mean the resolution of the Improvement Authority, entitled, "Resolution Authorizing the Issuance of Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) of The Hudson County Improvement Authority" adopted October 13, 2004 as amended or supplemented from time to time;
"Bond Reserve Credit Facility" shall have the meaning which is assigned to such term in
the Bond Resolution;

"Bond Reserve Fund" shall mean the fund so designated which has been established and
created by the Improvement Authority pursuant to the terms of the Bond Resolution;

"Bond Reserve Requirement" shall have the meaning which is assigned to such term in
the Bond Resolution;

"Bond Service Fund" shall have the meaning which is assigned to such term in the Bond
Resolution;

"Business Day" shall mean any Monday, Tuesday, Wednesday, Thursday or Friday
which is not a day on which either state or federally chartered banking institutions in the City of
New York or the State of New Jersey are authorized or obligated by law or executive order to
close;

"City" shall mean the City of Hoboken, in the County of Hudson, New Jersey;

"Construction Fund" shall mean the fund so designated which has been established and
created by the Improvement Authority pursuant to the terms of the Bond Resolution. For
purposes of this Agreement, "Construction Fund" shall also mean any Project Fund which shall
be established and created by the Improvement Authority pursuant to the terms of any Project
Note Resolution;

"Cost" or "Costs of the Facilities" shall have the meaning which is assigned to such term
in the Bond Resolution;

"County" shall mean the County of Hudson, New Jersey;

"Credit Facility" shall have the meaning which is assigned to such term in the Bond
Resolution;

"Debt Service" for any period shall mean, as of any date of calculation and with respect
to all Series of Bonds, or Project Notes, an amount which is equal to the sum of amounts
accruing during such period on the Bonds or Project Notes pursuant to Section 5.1 hereof;

"DPW Garage" shall mean the City’s Department of Public Works Garage located on
Garden Street and Observer Highway within the City, that portion of the land on which the DPW
Garage is located, furnishings and equipment, together with all necessary and incidental
equipment, apparatus, structures and appurtenances and including all real property and rights-of-
way, easements and other interests and all personal property which is necessary or which is
desirable for the efficient operation of the DPW Garage, and the proper maintenance, capital
improvement, as necessary, and continued operation of the DPW Garage;
"Event of Default" shall mean the "defaults" or "events of default" set forth in Section 8.1 of this Agreement;

"Facilities" shall mean the DPW Garage;

"Facilities Lease Term" shall mean the duration of the leasehold estate created with respect to the Facilities, as specified in Section 3.2 hereof;

"Improvement Authority" shall mean The Hudson County Improvement Authority, a public body corporate and politic of the State of New Jersey organized and existing under the Act and created by virtue of a resolution of the Board of Chosen Freeholders of the County, duly adopted September 25, 1974;

"Initial Bonds" shall mean any of the Bonds which are issued by the Improvement Authority pursuant to the provisions of the Bond Resolution in a principal amount not to exceed $10,000,000;

"Outstanding" shall have the same meaning which is assigned to such term in Article I of the Bond Resolution (to the extent relating to Bonds) or Article I of the Project Note Resolution (to the extent relating to Project Notes);

"Permitted Encumbrances" shall mean and include:

(a) undetermined liens and charges which are incidental to construction or maintenance, now or hereafter filed on record which are being contested in good faith and which have not proceeded to judgment;

(b) minor defects and irregularities in the title to the Facilities which do not in the aggregate materially impair the use of the Facilities for the purposes for which it is intended;

(c) easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which do not materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held;

(d) any assignment, sublease or encumbrance permitted by Section 7.7 hereof; and

(e) this Agreement, the Bond Resolution and any Project Note Resolution.
"Plans and Specifications" shall mean the plans and specifications for any Facilities heretofore prepared by or on behalf of the City, and approved by the Improvement Authority;

"Project Notes" shall mean the notes which may be issued by the Improvement Authority pursuant to the provisions of a Project Note Resolution to the extent adopted by the Improvement Authority to provide the temporary financing of the Facilities, including the Initial Project Notes and any Additional Project Notes, as such terms are defined therein;

"Project Note Resolution" shall mean a resolution of the Improvement Authority which may be adopted in connection with, among other things, the authorization of the issuance of the Project Notes, as same may be amended or supplemented from time to time;

"Rentals" shall mean the sum of Basic Rent and Additional Rent, set forth in Section 5.1 hereof, which is payable by the City in connection with the lease of the Facilities;

"Rental Payment Date" shall mean any day that is a Business Day that is at least ten (10) days prior to the next principal or interest payment date shown in Exhibit A attached hereto;

"Series" shall have the meaning which is assigned to such term in Article I of the Bond Resolution;

"Trustee" shall mean the bank, trust company, national banking association or other banking institution which shall be appointed by the Improvement Authority pursuant to the terms of the Bond Resolution and/or the Project Note Resolution, or any successor thereof.
ARTICLE II
ACQUISITION OF FACILITIES

SECTION 2.1. Acquisition of Facilities. The City hereby sells the Facilities to the Improvement Authority, and the Improvement Authority hereby agrees to purchase the Facilities from the City, upon the terms and conditions which are set forth in this Agreement for the purpose of acquiring, constructing, equipping, furnishing or improving the Facilities.

SECTION 2.2. Purchase Price. The Improvement Authority shall pay to the City, in any coin or currency of the United States of America which at the time of payment constitutes legal tender for the payment of public and private debts, the sum of ________ Million ($__________) Dollars on the date of issuance of the Bonds.

SECTION 2.3. Title to Purchased Facilities. The City represents as of the date hereof and as of the date of the closing for the Bonds that the City has good and marketable title to the Facilities, free and clear of all liens, charges and encumbrances, except for Permitted Encumbrances. Such title shall be evidenced by a title search to be conducted by or on behalf of the City, or such other evidence satisfactory to the Improvement Authority, and delivered to the Improvement Authority on or prior to the execution of this Agreement. The City further represents as of the date hereof and as of the date of the closing for the Bonds that it has sole possession of the Facilities; has not signed any contracts to sell the Facilities; and has not given anyone else any rights concerning the purchase or lease of the Facilities. The City will take any and all action required to defend title in the event that such title is challenged, and, where necessary, will take all action necessary or required to obtain good and marketable title to the Facilities, free and clear of all liens, charges and encumbrances, except for Permitted Encumbrances.
ARTICLE III

PROVISIONS RELATING TO LEASE OF FACILITIES

SECTION 3.1. Lease of Facilities. The Improvement Authority hereby leases the Facilities to the City. The City hereby agrees to take and lease the Facilities from the Improvement Authority.

SECTION 3.2. Duration of Facilities Lease Term. The Facilities Lease Term shall commence on the date hereof and shall terminate when all Bonds are no longer deemed Outstanding, unless the Agreement is sooner terminated in accordance with its terms for a reason other than the default of the City of any obligation hereunder, in which case, the Facilities Lease Term shall terminate on the date the Agreement is so terminated.
ARTICLE IV

ACQUISITION AND CONSTRUCTION OF FACILITIES AND ISSUANCE OF BONDS

SECTION 4.1. Acquisition and Construction of Facilities. The City agrees that it will cooperate with the Improvement Authority to enable the Improvement Authority to prepare or have prepared on its behalf by the City or otherwise, any documents, agreements, approvals, Plans and Specifications, if necessary, for the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities. The City agrees that it will cooperate with the Improvement Authority or its agents to enable the Improvement Authority or its agents to cause such acquisition, construction, renovation, furnishing, equipping and installation to be completed as soon as may be practicable, but if for any reasons such acquisition, construction, renovation, furnishing, equipping and installation is delayed there shall be no diminution in or postponement of the amounts which are due and payable by the City under the terms of this Agreement.

The Improvement Authority by or on its behalf by the City or otherwise shall be responsible for the letting of contracts for the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities and all other matters which are incidental to performance of the duties and powers expressly granted to the Improvement Authority herein in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities; provided however, that prior to the letting of any such contracts, if let by the Improvement Authority, the Improvement Authority shall obtain the written consent of the City (which consent shall not be unreasonably withheld).

Contracts in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be let in accordance with applicable law and customary practices.

The Improvement Authority makes no warranties or representations and accepts no liabilities or responsibilities with respect to the adequacy, sufficiency or suitability of or defects in or with respect to the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

SECTION 4.2. Contracts for Construction of Facilities. The City shall be responsible for the letting of contracts for the design, acquisition, construction, renovation, furnishing, equipping and installation of the Facilities, supervision of construction, acceptance of the completed Facilities or parts thereof, and all other matters which are incidental to performance of the duties and powers expressly granted to the City herein in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

Contracts in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be let in accordance with applicable law and the
City's customary practices; provided however, that all construction contracts shall provide that, upon a termination of this Agreement by reason of the occurrence of an Event of Default that the construction contact may be terminated and that the contractor shall be entitled to payment only for the work done prior to such termination and notification thereof to such contractor. All such contracts shall be in the same general form and content as construction contracts which are ordinarily let by the City in its other projects. The City agrees that it shall require each contractor engaged in the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities to provide a performance bond, in an amount which is at least equal to its contract and also a payment bond, in an amount which is not less than 100% of its contract price, as security for the payment of all persons performing labor or furnishing materials in connection with such contract. In lieu of furnishing such bonds, the contractor may secure the faithful performance of its contract and secure the payment of all persons performing labor or furnishing materials in connection with such contract by providing an irrevocable letter of credit from a reputable lending institution which is satisfactory to the City in an amount which is equal to 100% of its contract price.

The Authority makes no warranties or representations and accepts no liabilities or responsibilities with respect to the adequacy, sufficiency or suitability of or defects in or with respect to the acquisition, construction, renovation, furnishing, equipping or installation of the Facilities, except as shall be covered under the terms of any performance bonds or insurance policies which are provided by the contractor for the benefit of the Authority, and in such case, only to the extent of the recovery thereunder.

SECTION 4.3. Issuance of Bonds and Project Notes. In order to provide funds for payment of the Costs of the Facilities, the Improvement Authority will make its best efforts to sell the Bonds. The proceeds derived from the sale of the Bonds shall be applied to the payment of acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

SECTION 4.4. Completion Date. The completion date of the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be evidenced to the Trustee by (a) a certificate of an Authorized City Representative stating that such acquisition, construction, renovation, furnishing, equipping and installation has been completed, substantially in accordance with the Plans and Specifications and (b) a certificate of an Authorized Improvement Authority Representative stating that such acquisition, construction, renovation, furnishing, equipping and installation has been completed, substantially in accordance with the Plans and Specifications, and that payment of the Cost or adequate provision therefor, has been made. Notwithstanding the foregoing, the certificate referred to in clause (a) and (b) hereof shall state that it is given without prejudice to any rights against third parties which exist as of the date of such certificate or which may subsequently come into being. If, upon the completion of the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities, there shall be any surplus funds remaining which are not required to provide for the payment of the Costs of the Facilities, or otherwise required to be deposited in the several funds created under the Bond Resolution, such funds may be applied to any capital.
project designated by the City and approved by the Improvement Authority for which proceeds of the Bonds or Project Notes may lawfully be expended or may be applied to paying the principal component of Basic Rent. In no event shall such surplus funds be applied in a manner that causes the Bonds or Project Notes to become "arbitrage bonds" under section 148 of the Internal Revenue Code of 1986 as amended from time to time and the Treasury regulations in effect thereunder.

SECTION 4.5. Default in Contractors’ Performance. In the event of a default of any contractor or subcontractor under the terms of any contract made in connection with the Facilities, the City will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the City against the contractor or subcontractor in default and against each surety for the performance of such contractor. The City agrees to advise the Authority, in writing, of the steps it intends to take in connection with any such default. If the City shall so notify the Authority, the City, in good faith and in its own name, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor or surety which the City deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the City. Any amounts which are recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to the Authority, and applied to payment of the Costs of the Facilities, in accordance with the terms of the General Bond Resolution.

SECTION 4.6. Additional Bonds or Additional Project Notes. Upon written request from the City to the Improvement Authority to issue Additional Bonds or Additional Project Notes to (a) raise funds to complete any work for which Bonds were issued, or (b) refund any Project Notes or Bonds issued to finance the acquisition of the Facilities, the Improvement Authority shall use its best efforts to issue such Additional Project Notes or Additional Bonds for such purpose. Notwithstanding anything to the contrary, the failure of the Improvement Authority to issue Additional Bonds or Additional Project Notes shall not release the City from any of its obligations under the terms of this Agreement.
ARTICLE V

RENTALS AND OTHER PAYMENTS

SECTION 5.1. Payment of Rentals in Connection With Lease of Facilities. (a)
(i) Throughout the Facilities Lease Term, the City shall pay to the Improvement Authority, in immediately available funds, on each Rental Payment Date, such date being at least ten (10) days prior to the Authority’s interest payment date on the Bonds, Basic Rent for the Facilities, as set forth in Exhibit A hereto.

(ii) The City shall have the option to make prepayments from time to time in part payment of Basic Rent. The application of such prepayments shall be specified in writing by a certificate duly executed by an Authorized City Representative at the time of making such prepayment and such certificate shall be delivered to the Improvement Authority. The Authorized Authority Representative shall approve the application of such prepayment by the City and deliver the City’s certificate to the Trustee. If the Authorized Authority Representative does not approve of the proposed application of such prepayment, the Authorized Authority Representative shall specify the application of such prepayments in writing and deliver a certificate to the Trustee. The Trustee shall apply such prepayments to the payment of the principal of, redemption premium, if any, and interest on the Bonds, if such prepayment is to be used for such purpose, in accordance with the provisions of the Bond Resolution.

(iii) In the event that any such partial prepayment is applied by the Trustee to the purchase or redemption of Bonds pursuant to the provisions of the Bond Resolution, the City shall be entitled to a credit for the principal amount (together with the amount of interest due on the Bonds purchased) of such Bonds so purchased, redeemed or cancelled against the amount or amounts which are due and payable under the provisions of (a)(i) of this Section 5.1., to the extent that such principal amount of Bonds is similarly credited pursuant to the Bond Resolution against payments which are required to be made by the Authority.

(b) The City shall pay to the Improvement Authority from time to time during the Facilities Lease Term, Additional Rent for the Facilities equal to any other amounts due and owing to the Authority, the Trustee or the Bank pursuant to the Bond Resolution or the Note Resolution and reasonable and documented administrative expenses of the Authority incurred in the administration of this Agreement, including, but not limited to the following:

(i) All fees, charges and expenses, including agent and counsel fees, of the Trustee and any fiduciary incurred under the Bond Resolution, as may be supplemented and amended from time to time, as and when the same become due;

(ii) All costs incident to the payment of the principal of, redemption premium, if any, and interest with respect to the Bonds as the same become due and payable, including all costs and expenses in connection with the call, prepayment and payment of such Bonds;
(iii) All expenses incurred in connection with the enforcement of any rights under this Agreement or the Bond Resolution, as may be supplemented and amended from time to time, by the Authority or the Trustee;

(iv) An initial fee payable to the Improvement Authority on the date of the issuance of each series of Bonds in the amount of one-tenth (1/10) of one percent (1%) of the principal amount of Outstanding Bonds;

(v) Annually during the Facilities Lease Term, commencing on the date of issuance of the first series of Bonds, and annually on each Rental Payment Date, as an Authority administration fee, an amount equal to one-tenth (1/10) of one percent (1%) of the amount of the principal amount of Outstanding Bonds (in accordance with the schedule contained in Exhibit A hereto);

(vi) Any cost to or liability of any Fiduciary resulting from claims arising hereunder or under the Bond Resolution or in connection with the transactions contemplated herein or arising from the conduct or management of, or from anything done on, the Facilities, during the Facilities Lease Term, and from any condition of the Facilities caused by the City, any default by the City hereunder, and any negligence by the City, its agents, employees, subcontractors or licensees;

(vii) If at any time amounts are required to be rebated to the United States of America pursuant to Section 148(f) of the Code and the balance in the Rebate Fund is insufficient to make such payment, such sum to be paid into the Rebate Fund as shall be necessary to make such balance in the Rebate Fund sufficient to make the then required rebate payment;

(viii) All fees, charges and expenses of any professionals or consultants performing services on behalf of the Improvement Authority in connection with the administration of, or resulting from the Improvement Authority’s entering into, this Agreement, including, but not limited to, any auditing, legal, engineering, accounting, insurance, fiduciary and any other services incurred in connection herewith; and

(viii) All other payments of whatever nature which the City has agreed to pay or assume under the provisions of this Agreement, including, but not limited to, indemnification under Section 5.2 and Section 5.3 hereof.

Any Rentals which are required to be paid pursuant to the terms of this Section 5.1 which are not paid by or on behalf of the City on or before the due date thereof shall, from and after said due date, bear interest (to the extent permitted by law) at the highest rate of interest borne by any Outstanding Bonds of the Authority until paid, time being of the essence with respect to this obligation.
SECTION 5.2. Indemnification of Improvement Authority and Trustee.

(a) Both during the Facilities Lease Term and thereafter, the City shall indemnify and hold the Improvement Authority and the Trustee harmless against, and the City shall pay any and all, liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the Improvement Authority or the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of contracts entered into by the City or the Improvement Authority or arising out of the Improvement Authority's ownership of and/or leasehold interest in the Facilities or the leasing thereof to the City, or out of the acquisition, construction, renovation, furnishing, equipping and installation or maintenance of the Facilities pursuant to the terms of this Agreement. It is mutually agreed by the City and the Improvement Authority that after commencement of the Facilities Lease Term, as provided in Section 3.2 hereof, neither the Improvement Authority, the Trustee nor their respective members, commissioners, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the City shall save the Improvement Authority and the Trustee harmless from any claim or suit of whatever nature.

(b) The City hereby agrees to waive any and all claims, suits or actions it may have against the Improvement Authority for any defects, encumbrances or other problems in the title, ownership, leasehold or other interests it received in the Facilities, including defects, encumbrances or other problems with respect to any easements, restrictive covenants, encroachments, overlap, boundary line disputes or other matters adversely affecting the title to or interests in or incidental to the Facilities (collectively, the “Property Interest Defects”). The City agrees that in the event of the existence of Property Interest Defects, it shall not have or pursue any action, suit or claim against the Improvement Authority.

(c) The City, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Improvement Authority or the Trustee, their respective members, commissioners, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the City, the Improvement Authority, the Trustee and any other insured party who is named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any one or more of the Improvement Authority or the Trustee, their respective members, commissioners, officers, agents, servants or employees, may employ separate counsel at the City's expense in any such action and participate in the defense thereof.

(d) The Improvement Authority hereby agrees as follows:

(i) The Improvement Authority and/or the Trustee shall give the Authorized City Representatives prompt notice, in writing, of the filing of each such claim and the institution of each such suit or action with respect to the Facilities;
(ii) The Improvement Authority and/or the Trustee shall not, without the prior written consent of the City, adjust, settle or compromise any such claim, suit or action with respect to the Facilities; and

(iii) The Improvement Authority and/or the Trustee shall permit the City to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action.

SECTION 5.3. Environmental Representations, Covenants and Indemnifications.

(a) The City shall indemnify and hold the Improvement Authority harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses (including without limitation, disbursements and reasonable counsel fees) or disbursements of any kind whatsoever arising from any claim that hazardous or toxic substances have been stored or discharged at any time in, or upon or from any portion of the Facilities, or any claim that any portion of the Facilities is subject to any remedial action or the imposition of any penalty or other obligation under any Applicable Environmental Law. This provision shall survive the termination of this Agreement for whatever reason.

(b) The City represents that, to the best of its knowledge, neither the City nor the Facilities are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Applicable Environmental Law except as set forth in the reports listed in Exhibit B hereto. Other than items noted in Exhibit B, the City shall not knowingly cause or, to the best of their ability, permit the Facilities to be in violation of, or do anything which would subject the Facilities to any remedial obligations under any Applicable Environmental Law, and shall promptly notify the Improvement Authority, in writing, of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Law with regard to the Facilities.

(c) The City shall provide the Improvement Authority with copies of all documents or writings between it and the Department of Environmental Protection (“DEP”), or other governmental agency having jurisdiction, concerning any environmental law, rule or regulation with respect to the Facilities or, to the extent applicable, compliance with ISRA with respect to the Facilities, or otherwise concerning the performance of its obligations under this Agreement, simultaneously with transmittal by the City and promptly upon receipt by the City, as the case may be, and shall provide the Improvement Authority reasonable prior notice of, and opportunity to participate in, any telephone conferences and meetings between representatives of the City and representatives of DEP, or such other agency, concerning the Facilities, but the Improvement Authority shall be under no obligation to attend any such discussion or meeting.

Compliance with ISRA shall not limit the City’s obligations concerning their covenants, representations and warranties and indemnities to the Improvement Authority otherwise provided under this Agreement.
No inspection undertaken by the Improvement Authority or action taken pursuant thereto shall waive, stop, dilute or in any manner limit the City's representations, warranties and covenants in this Agreement or bar the enforcement of this Agreement by the Improvement Authority.

SECTION 5.4. Nature of Obligations of the City. The obligation of the City to pay all Rentals and to pay all other amounts which are provided for in this Agreement and to perform its obligations under this Agreement shall be subject to and dependent upon appropriations being made by the City Council of the City. The City Council of the City has no legal obligation to make appropriations for Rentals due under this Agreement and neither the full faith and credit nor the ad valorem taxing power of the City is pledged to pay all Rentals and to pay all other amounts which are provided for in this Agreement. Such Rentals and other amounts shall be payable without any rights of set-off, recoupment or counterclaim it might have against the Improvement Authority, the Trustee or any other person and whether or not the Facilities are used by the City or available for use by the City, and, without limiting the generality of the foregoing, notwithstanding any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure to possess good and marketable title in satisfaction of Section 2.3 of this Agreement, or frustration of purpose. If the City is not in default under the terms of this Agreement and if the City shall have paid all amounts which are required to be paid under the terms of this Agreement and shall have performed all of its obligations under this Agreement as provided in the preceding sentence and if the City continues to pay and perform it shall not be precluded from bringing any action it may otherwise have against the Improvement Authority.

The City will not terminate this Agreement (other than such termination as is provided for hereunder) for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Facilities, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Facilities, or the failure of the Improvement Authority to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

SECTION 5.5. Inability of Authority to Sell Bonds. If by reason of the judgment, decree or order of any court of competent jurisdiction, or of any litigation which is pending or threatened, or of any fact or circumstances, other than neglect or refusal of the Improvement Authority to perform its obligations under the terms of this Agreement, the Improvement Authority should be rendered unable to issue and sell Bonds to pay when due any Bond, the Improvement Authority shall provide a written notice to the Authorized City Representative of such inability at least sixty (60) days prior to the earliest date on which such Bonds shall become due. Upon receipt of such written notice, the City shall pay to the Improvement Authority on a date not later than the earliest date on which such Bonds become due, as a prepayment of Rentals, an amount which is equal to the difference between (i) the
amount of principal, redemption premium, if any, and interest accrued and to accrue on such Bonds on their maturity date or earlier redemption date, whichever is earlier, and any expenses in connection with such payment in full, and (ii) the amount of proceeds derived from the sale of such Outstanding Bonds which are available for the payment of such principal, redemption premium, if any, and interest and which are held by the Trustee on behalf of the Improvement Authority. In such event, the Improvement Authority shall hold and use the moneys so paid by or on behalf of the City for the sole purpose of paying the principal of, redemption premium, if any, and interest on such Outstanding Bonds, when same become due and payable, all in accordance with the terms of the Bond Resolution.

SECTION 5.6. Nature of Obligations of the Improvement Authority. The cost and expense of the performance by the Improvement Authority of any of its obligations under the terms of this Agreement shall be limited to the availability of the proceeds of Project Notes or Bonds which have been issued for such purposes or from other funds which are received by the Improvement Authority under the terms of this Agreement or from insurance policies held by or for the benefit of the Improvement Authority and which are available for such purposes.

SECTION 5.7. Assignment of Payments by Improvement Authority. It is understood that all payments which are received by the Improvement Authority from the City under the terms of this Agreement and all rights of the Improvement Authority under this Agreement (except payments and/or rights which are made pursuant to Section 5.1(b)(iii) and (iv), Section 5.2 and Section 5.3 hereof) are hereby assigned by the Improvement Authority to the Trustee pursuant to the terms of any Project Note Resolution and the Bond Resolution. Such assignment of payments by the Improvement Authority to the Trustee shall impose no duties or responsibilities on the Trustee with respect to the obligations of the Improvement Authority under the Project Note Resolution, the Bond Resolution or this Agreement.

The Improvement Authority agrees to notify the City by the execution of an appropriate instrument making such assignment to the Trustee, and the City agrees that, upon receipt of such notification, it will pay to the Trustee at its principal corporate trust office all payments which are due and payable by the City to the Improvement Authority pursuant to the terms of this Agreement (except payments which are required to be made pursuant to Section 5.1(b)(iii) and (iv), Section 5.2 and Section 5.3 hereof). Except as provided in this Section, the Improvement Authority shall not assign this Agreement or any payments which are required to be made under the terms of this Agreement. Except as provided in Sections 5.9 and 8.2 hereof, the Improvement Authority shall not sell or otherwise encumber its interest in the Facilities.

Notwithstanding the above, the Improvement Authority may fund all or a portion of the Cost of the Facilities with funds of the County if proceeds of the Bonds are not available. In that case, the County and the Improvement Authority will enter into an agreement whereby the County will invest available funds with the Improvement Authority and such investment will be secured by an obligation of the Improvement Authority to pass through all or a portion of payments to be received by the Improvement Authority from the City under the terms of this Agreement. Upon the execution of such agreement, the Improvement Authority will provide
written instructions to the City regarding how payments under this Agreement are to be made and the City agrees to follow such instructions.

Under the agreement between the Improvement Authority and the County, the Improvement Authority will have the unconditional right and obligation to repurchase the County's investment when proceeds of the Bonds become available therefor. Upon repurchase, any rights of the County to payments due to or received by the Improvement Authority hereunder shall be terminated and the first two paragraphs of this Section 5.7 shall become effective.

SECTION 5.8. Option to Prepay or Purchase the Facilities.

(a) As long as an Event of Default has not occurred, the City shall have the option to prepay the Rentals on the Facilities and/or purchase the Facilities from the Authority at any time during the Facilities Lease Term; provided, however, that the Improvement Authority must first obtain an opinion of bond counsel that the exercise of such option will not adversely affect the rights of Bondholders (as such term is defined in the Bond Resolution).

(b) The City may exercise its option to prepay or purchase the Facilities, as provided above, upon sixty (60) days prior written notice to the Improvement Authority and the Trustee. In the event that the City determines to exercise its option to prepay or purchase a portion of or all of the Facilities, it shall deposit with the Trustee an amount which, when invested, is equal to the amount which is sufficient to pay the principal and redemption premium of and interest on the Bonds allocable to such payments on the first call date as provided by the Bond Resolution, as determined by a verification report and an opinion of Bond Counsel that such Bonds will, upon deposit of such payments, be defeased (the "Purchase Option Price"). Any prepayment or purchase of the Facilities by the City pursuant to the terms of this Section 5.8 shall be made on a date set forth in the notice set forth above, which date shall be at least sixty (60) days following delivery to the City of such notice.

(c) Upon the exercise by the City of its option to prepay or purchase all or a portion of the Facilities (as evidenced by the deposit with the Trustee of the amount required by Subsection (b) above), neither the City nor the Improvement Authority shall have any further obligation under the terms of this Agreement. Upon the exercise of the City's option to prepay or purchase all or a portion of the Facilities, the Improvement Authority and the City shall take all necessary actions to authorize, execute and deliver any and all documents which are required to transfer the Improvement Authority’s interest in the Facilities to the City, if necessary.

SECTION 5.9. Option to Sell Facilities. (a) As long as an Event of Default has not occurred, the Improvement Authority shall have the option to sell the DPW Garage, to one or more buyers, with the written approval of the City at any time during the Facilities Lease Term.

(b) The Improvement Authority may exercise its option to sell the Facilities, as provided above, upon sixty (60) days prior written notice to the City and the Trustee. In the
event that the Improvement Authority determines to exercise its option to sell a portion of or all of the Facilities, it shall deposit with the Trustee an amount which, when invested, is equal to the amount which is sufficient to pay the principal and redemption premium of and interest on the Bonds allocable to such payments on the first call date as provided by the Bond Resolution, as determined by a verification report and an opinion of Bond Counsel that such Bonds will, upon deposit of such payments, be defeased (the "Facilities Sale Price"). Any sale of the Facilities by the Improvement Authority pursuant to the terms of this Section 5.9 shall be made on a date set forth in the notice set forth above, which date shall be at least sixty (60) days following delivery to the City of such notice. Upon deposit with the Trustee of the Facilities Sale Price, any remaining amounts from the sale of the Facilities shall be immediately transferred to the City pursuant to a Certificate of Authority Officer.

SECTION 5.10. Transfer of Interest in Facilities. In the event that the City has made payment of all Rentals, as provided in this Article V, throughout the Facilities Lease Term, and no Event of Default shall have occurred and all fees and expenses due under this Agreement have been paid, title to the Facilities shall be transferred to the City. Such transfer shall occur upon receipt by the Improvement Authority of notice from the Trustee of receipt by the Trustee of the final Rental payment. In such event, this Agreement shall terminate and all of the rights, duties and obligations of the parties hereto shall cease as of the date of such notice.

SECTION 5.11. Survival of Indemnification. All indemnification provisions contained in this Agreement shall remain operative and in full force and effect even after the termination of this Agreement.
ARTICLE VI

OPERATION AND MAINTENANCE; INSURANCE; DAMAGE; DESTRUCTION AND CONDEMNATION

SECTION 6.1. Operation, Maintenance and Repair of Facilities. During the Facilities Lease Term, the City shall be responsible for, and shall pay all costs of (a) operating the Facilities, (b) maintaining the same in good condition, and (c) making all necessary repairs and replacements, interior and exterior, structural and non-structural, as applicable.

SECTION 6.2. Utilities. The City will pay all charges for water, electricity, light, heat or power, sewage, telephone and other utility service which is, rendered or supplied upon or in connection with the Facilities.

SECTION 6.3. Additions, Enlargements and Improvements. The City shall have the right at any time and from time to time during the Facilities Lease Term, at its own cost and expense, to make such additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities, as the City shall deem to be necessary or desirable in connection with the use of the Facilities; provided however, that prior to making any such additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities, the City shall obtain all necessary permits and approvals relating to same. All such additions, enlargements, improvements, expansions, repairs, reconstruction and restorations when completed shall be of such character as not to reduce or otherwise adversely affect the value of the Facilities or the rental value thereof. The cost of any such additions, enlargements, improvements, expansions, repairs, reconstruction or restorations shall be promptly paid by the City or discharged so that the Facilities shall at all times be free of liens for labor and materials supplied thereto other than Permitted Encumbrances. All additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities shall be and become a part of the Facilities and shall be the property of the Improvement Authority.

In the event that the City shall so request, the Improvement Authority may, subject to the terms and provisions of the Bond Resolution or Project Note Resolution, as the case may be, make such additions, enlargements, improvements, expansions, repairs, reconstruction or restorations as are requested and may issue Additional Bonds and/or Additional Project Notes to pay the Cost thereof. The Improvement Authority covenants that it will take all reasonable steps to cooperate with the City in regard to any such additions, enlargements, improvements, repairs or expansions of the Facilities.

SECTION 6.4. Additional Rights of City. The Improvement Authority agrees that the City shall have the right, option and privilege of erecting, installing and maintaining, at its own cost and expense, such equipment in or upon the Facilities as may, in the City’s judgment, be necessary for its purposes. It is further understood and agreed that anything erected or installed under the provisions of this Section shall be and shall remain the personal property of the City and shall not become part of the Facilities, and may be removed, altered or otherwise
changed, at or prior to the termination of this Agreement provided that the Facilities is returned to its original state.

SECTION 6.5. Insurance. (1) Upon the availability of the Facilities, or any portion thereof, for use by the City, and thereafter during the Facilities Lease Term, the City agrees to pay for or provide comprehensive general liability coverage which will pay, on behalf of the Improvement Authority, all sums which the Improvement Authority shall become legally obligated to pay as damages because of bodily injury or death and property damage caused by any occurrence at or in connection with the use of the Facilities and the Improvement Authority shall be the named insured. The Trustee and the City shall be additional named insured.

Such insurance shall afford protection to the Improvement Authority, in the minimum amount of $1,000,000 liability for any one person and $3,000,000 liability for any one occurrence for personal injury, and $500,000 liability for any one occurrence for property damage, and such insurance shall protect the Improvement Authority against any and all penalties, costs, including attorneys' fees, claims, demands, and causes of action due directly or indirectly to the use, disuse, misuse or interest in the Facilities.

(2) Upon the availability of any portion of the Facilities for use by the City and thereafter during the Facilities Lease Term, the City shall obtain and maintain with responsible insurers authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, fire, extended coverage, earthquake and flood insurance on the Facilities (including, without limiting the generality of the foregoing, if available on reasonable terms from the United States of America or any agency thereof or corporation organized thereby, war risk coverage), in an amount which is at least equal to the current full insurable replacement value thereof (exclusive of excavations and foundations but inclusive of debris removal costs), as determined by the City and adjusted, if required, annually with a deductible amount of not more than $100,000; provided however, that earthquake insurance and flood insurance shall be required only if same are available on reasonable terms. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without obtaining the prior written consent thereto of the Improvement Authority. All policies evidencing any insurance which is required by the terms of this subparagraph (2) shall be carried in the name of the City, the Improvement Authority and the Trustee, as their respective interests may appear, and shall contain standard clauses which provide for the net proceeds of such insurance resulting from claims (per casualty) thereunder which are less than $250,000 for loss or damage covered thereby to be made payable directly to the City and net proceeds from such claims equal to or in excess of $250,000 (per casualty) to be made payable directly to the Trustee.

(3) During the Facilities Lease Term, the City shall obtain and maintain, or cause to be obtained and maintained, with responsible insurers authorized to do business in the State of New Jersey or in such other manner as may be required or permitted by law, use and occupancy insurance, to the extent available, in an amount and which shall be payable at such times which will provide sufficient funds for the payment of Debt Service on the Project Notes and/or the Bonds when due. The proceeds of such insurance shall be paid to the Trustee, in lieu of and in
amounts equal to, Rentals which are due pursuant to the provisions of Section 5.1 hereof during such time or time as the use of the Facilities may be totally or partially interrupted as a result of damage or destruction resulting from perils insured against pursuant to subsection (2) of this Section. All such insurance shall be carried for the benefit of the Improvement Authority and each policy therefor, or contract thereof, shall contain a loss payable clause providing for the proceeds thereof to be payable to the Trustee, and the Rentals which are due from the City with respect to the Facilities pursuant to the provisions of Section 5.1(a) shall be reduced by the amount of the payments made to the Trustee from the proceeds of insurance carried pursuant to the foregoing provisions.

(4) During the Facilities Lease Term, the City shall obtain and maintain with responsible insurers authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, any other insurance which has been agreed to by the City and the Improvement Authority.

(5) All insurance policies which are obtained by or on behalf of the City or the Improvement Authority under the terms of this Agreement shall be open to inspection by the Improvement Authority, the City and the Trustee at all reasonable times. A complete description of all such policies shall be furnished on an annual basis by, or on behalf of, the City to the Improvement Authority and the Trustee, and vice versa and if any change shall be made in any such insurance, a description and notice of such change shall be furnished by, or on behalf of, the City to the Improvement Authority and the Trustee at the time of such change. If a loss deductible for insured property perils or liability is selected and incorporated into the City's property or liability coverage, it shall be done with approval of the Improvement Authority. In such case, the City shall be responsible for the amount of the deductible that the Improvement Authority shall incur from each loss for insured perils or liability.

(6) Notwithstanding any of the foregoing provisions of this Section, the City shall not be required to obtain or maintain any class or type of insurance required by this Agreement for which it is authorized and able to obtain and maintain an appropriate substitute arrangement under which the Improvement Authority and the Trustee would be fully protected from general public liability arising from its leasehold, ownership or other interest in the Facilities or under which assurance will be provided that funds will be available to repair, restore, rebuild or replace the Facilities upon damage, loss or destruction of the Facilities, or under which moneys would be available to the City from a lawful source to pay the Rentals and other payments which are required to be made under the terms of this Agreement in the event of the damage, loss or destruction of the Facilities. No such arrangement or arrangements shall be substituted by the City for the insurance required to be obtained and maintained pursuant to the foregoing provisions of this Section, unless and until each such arrangement shall have been approved, in writing, by the Improvement Authority.

(7) In lieu of separate policies, the City may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event it shall deposit with the Improvement Authority and the Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Facilities.
(8) In the event of failure of the City to pay any premium or other charge with respect to insurance which it is obligated to procure and maintain pursuant to the terms of this Section 6.5, the Improvement Authority may pay such premium and secure and maintain such policy at the cost and expense of the City.

(9) The City agrees to hold the Improvement Authority harmless for any loss to property resulting from any act of negligence that results in a loss or losses which is or which are insured under the Improvement Authority's foregoing insurance coverage.

SECTION 6.6. Damage or Destruction. The City agrees to immediately notify the Improvement Authority and the Trustee in the case of damage to or destruction of the Facilities or any portion thereof in an amount exceeding $250,000 resulting from fire or other casualty. In the event that the amount of any such damage or destruction does not exceed $250,000, the City will forthwith repair, reconstruct and restore the Facilities to substantially the same condition as existed prior to the event causing such damage or destruction and the City will apply the net proceeds of any insurance relating to such damage received by the City to the payment or reimbursement of the costs of such repair, reconstruction and restoration.

In the event that the Facilities, or any portion thereof, is damaged or destroyed by fire or other casualty and the damage or destruction is estimated to exceed $250,000, then the City shall, within ninety (90) days after such damage or destruction, elect one of the following two options by written notice of such election to the Improvement Authority and the Trustee:

(a) Option A - Repair and Restoration. The City may elect to repair, reconstruct and restore the Facilities. In such event the City shall proceed forthwith to repair, reconstruct and restore the Facilities to substantially the same condition as existed prior to the event causing such damage or destruction. As long as the City is not in default hereunder, any net proceeds of insurance relating to such damage or destruction received by the Trustee shall be deposited and used as directed by or on behalf of the City, together with the proceeds derived from the sale of any Additional Bonds or Additional Project Notes issued by the Improvement Authority to finance the Cost of such repair, reconstruction and restoration in the same manner and upon the same conditions as set forth in the Bond Resolution or Project Note Resolution for the payment of the Cost of the Facilities. Any proceeds of insurance remaining on hand following the repair and restoration of the Facilities shall be applied as a prepayment of rent in accordance with Option B of subparagraph (b) of this Section 6.6.

It is further understood and agreed that in the event that the City shall elect this Option A, the City shall complete the repair, reconstruction and restoration of the Facilities, whether or not the net proceeds of insurance which are received by the City are sufficient to pay for the same.

(b) Option B - Prepayment of Rent. Alternatively, the City may elect to have the net proceeds of insurance payable as a result of such damage or destruction applied to the prepayment of Rentals hereunder. In such event the City shall, in its notice of election to the Improvement Authority and the Trustee, direct that such net proceeds, when and as received, be
deposited in the Bond Service Fund (if such prepayment will be applied to payment of the principal of, redemption premium, if any, or interest on the Bonds) or in the Debt Service Fund (in the event that such prepayment will be applied to payment of the principal of, redemption premium, if any, and interest on the Project Notes) and applied as a credit against future Rentals which are required to be made by, or on behalf of, the City.

SECTION 6.7. Condemnation. This Agreement and the interest of the City in the Facilities, or any portion thereof, which is condemned or taken for any public or quasi-public use shall be terminated when title thereto vests in the party condemning or taking the same (hereinafter referred to as the "termination date"). The City hereby irrevocably assigns to the Improvement Authority all right, title and interest of the City in and to any net proceeds of any award, compensation or damages (hereinafter referred to as an "award"), payable in connection with any such condemnation or taking of the Facilities, or any portion thereof, during the Facilities Lease Term. Such net proceeds shall be initially paid to the Trustee for disbursement or use as hereinafter provided. In no event shall the City exercise or encourage the exercise of any powers of eminent domain to condemn the Facilities.

In the event of any condemnation or taking, the City shall, within ninety (90) days after the termination date thereof, elect one of the following two options by written notice of such election to the Improvement Authority and the Trustee:

(a) Option A - Repairs and Improvements. The City may elect to use the net proceeds of the award made in connection with such condemnation or taking for repairs and improvements to the Facilities. In such event, as long as the City is not in default hereunder, any such net proceeds received by the Trustee shall be deposited in the Construction Fund and/or the Project Fund, as the case may be, and shall be applied by the Trustee, together with the proceeds derived from the sale of any Additional Bonds or Additional Project Notes issued by the Improvement Authority to finance the Cost of such repairs and improvements, to complete the payment of the Cost of such repairs and improvements, in the same manner and upon the same conditions set forth in the Bond Resolution or Project Note Resolution for the payment of the Cost of the Facilities. Any proceeds of an award remaining on hand following completion of the repairs and improvements provided herein shall be applied as a prepayment of rent in accordance with option B of subparagraph (b) of this Section 6.7.

It is further understood and agreed that in the event that the City shall elect this Option A, the City shall complete the repair, reconstruction and restoration of the Facilities, whether or not the net proceeds of the condemnation award which are received by the City are sufficient to pay for same.

(b) Option B - Prepayment of Rent. The City may elect to have the net proceeds payable as a result of condemnation applied to the prepayment of Rentals hereunder. In such event the City shall, in its notice of election to the Improvement Authority and the Trustee, direct that such net proceeds, when and as received, be deposited in the Bond Service Fund (if such prepayment is to be applied to payment of the principal of, redemption premium, if any, and interest on the Bonds) or in the Debt Service Fund (if such prepayment is to be supplied to
payment of the principal of, redemption premium, if any, and interest on the Project Notes) and applied as a credit against future Rentals which are required to be made by or on behalf of the City.

The Improvement Authority shall cooperate fully with the City in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any such proceeding in the name and behalf of the Improvement Authority. In no event will the Improvement Authority voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof without the prior written consent of the City.

SECTION 6.8. Net Lease. This Agreement shall be deemed to be and is construed to be a "net lease", and the City shall pay absolutely net during the Facilities Lease Term, the Rentals and all other payments which are required to be made under the terms of this Agreement, free of all deductions, and without abatement, diminution and setoff.
ARTICLE VII

SPECIAL COVENANTS

SECTION 7.1. City's Right to Possession. Except as otherwise provided herein, the City shall be entitled to sole possession and use of the Facilities during the Facilities Lease Term, subject to the terms hereof applicable to the rights of the City.

SECTION 7.2. Quiet Enjoyment. The Improvement Authority covenants and agrees with the City that upon the City's payment of the Rentals and the other payments which are required to be made under the terms of this Agreement and observing and performing all the terms, covenants, and conditions to be observed and performed by the City, the City may peaceably and quietly have, hold and enjoy the Facilities.

SECTION 7.3. Compliance with Laws and Regulations. The City will, at its own cost and expense, promptly comply with all laws, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the City and the Facilities or the use or manner of use of the Facilities. The City will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

SECTION 7.4. Covenant Against Waste. The City covenants not to do or suffer or permit to exist any waste, damage, disfigurement or injury to, or public or private nuisance upon, the Facilities.

SECTION 7.5. Right of Inspection. The City covenants and agrees to permit the Improvement Authority and the authorized agents and representatives of the Improvement Authority to enter the Facilities at all times during usual business hours for the purpose of inspecting the same.

SECTION 7.6. Condition of Premises. Upon the availability of any part of the Facilities for use by the City, the City shall become familiar with the physical condition of the Facilities or relevant part thereof. The Improvement Authority makes no representations whatsoever in connection with the condition of the Facilities, and the Improvement Authority shall not be liable for any defects therein.

SECTION 7.7. Assignment and Sale by City. The City will not sell, sublease or otherwise dispose of or encumber its interest in the Facilities, except as provided in Section 7.8 hereof. This Agreement may be assigned in whole or in part by the City upon the prior written consent of the Improvement Authority (which consent shall not be unreasonably withheld) but no assignment shall relieve the City from satisfying any of its obligations hereunder, and in the event of any such assignment, the City shall continue to remain primarily liable for the payments specified in this Agreement and for performance and observance of the other agreements provided herein.
The City shall not rent, sublease or otherwise dispose of all or any portion of the Facilities if such rental, sublease or disposition would, in the opinion of Bond Counsel to the Improvement Authority, cause the interest on any of the Project Notes or Bonds to lose their exemption from Federal income taxation.

SECTION 7.8. **Subletting.** The City may rent or sublease the Facilities, as determined by the Authorized City Representative, with the prior written consent of the Improvement Authority (which consent shall not be unreasonably withheld). Any such sublease shall provide that such sublease shall be subject to termination, at the option of the Improvement Authority, upon the occurrence of an Event of Default under this Agreement. No sublease shall have any adverse effect upon this Agreement or affect or diminish the City's obligations hereunder.

The City shall not rent, sublease or otherwise dispose of all or any portion of the Facilities if such rental, sublease or disposition would, in the opinion of Bond Counsel to the Improvement Authority, cause the interest on any of the Project Notes or Bonds to lose their exemption from Federal income taxation.

SECTION 7.9. **Cooperation by the City.** The City, by written notice signed by an Authorized City Representative, shall keep the Improvement Authority informed of anticipated needs for money to pay the Cost of the Facilities and the City shall give the Improvement Authority its full cooperation and assistance in all matters relating to financing of the acquisition of the Facilities.

The City agrees that, whenever requested by the Improvement Authority, it shall provide and certify, in form satisfactory to the Improvement Authority, such information concerning the City and the Facilities, the operations and finances of the City and such other matters that the Improvement Authority considers to be necessary in order to enable it to complete and publish an official statement or other similar disclosure document relating to the sale of Project Notes or Bonds or to enable the Improvement Authority to make any reports which are required by any law or governmental regulations in connection with any of the Bonds or Project Notes.

SECTION 7.10. **Consultation with Authorized City Representative.** The Improvement Authority agrees to consult with the Authorized City Representative on the terms and timing of proposed sales of all Bonds or Project Notes and the contents of all resolutions, certificates, applications, contracts, official statements, notices of sale, advertisements, and other documents relating to financing of the acquisition of the Facilities.
ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default. An "event of default" or a "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the City to pay when due the payments which are required to be made under the provisions of Section 5.1(a) hereof or Section 5.5 hereof;

(b) Failure by the City to pay when due any payment which are required to be made under the provisions of this Agreement other than payments required to be made under Section 5.1(a) and Section 5.5 hereof, which failure shall continue for a period of thirty (30) days after written notice thereof has been given to the City, specifying such failure and requesting that it be remedied;

(c) Failure by the City to observe and perform any covenant, condition or agreement which is required to be observed or performed by it other than as referred to in subsections (a) and (b) of this Section 8.1, which failure shall continue for a period of thirty days (30) days after written notice thereof has been given to the City, specifying such failure and requesting that it be remedied, unless the Improvement Authority and the Bank shall agree in writing to an extension of such time prior to its expiration and; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City, or on its behalf, within the applicable period and is diligently pursued until the default is remedied; or

(d) The filing by the City for bankruptcy relief concerning its indebtedness under any federal, state or local statutes or entering of an order or decree appointing a receiver for the Facilities, or any part thereof, or of the revenues thereof with the consent or acquiescence of the City or the entering of such order or decree without the acquiescence or consent of the City in the event that such order or decree shall not be vacated, discharged or stayed within ninety (90) days after its entry.

(e) Failure of the City in any fiscal year to budget or appropriate from its general revenues, any payments due hereunder in such fiscal year.

SECTION 8.2. Remedies. Whenever any event of default referred to in Section 8.1 hereof shall have occurred and shall be continuing, any one or more of the following remedial steps may be taken, provided that prior written notice of the default has been given to the City by the Authority and the default has not been cured:

(a) The Trustee may, at its option and by notice to the City, accelerate the payment of the remaining principal component of the Rentals identified in Section 5.1 hereof and the amount of the interest component of such Rentals accrued to the date of such notice, all pursuant to the
terms of the Bond Resolution. Upon such acceleration, the Trustee, on behalf of the Authority, may assign rights to payments by the City under this Agreement to the Bank.

(b) The Improvement Authority may re-enter and take possession of the Facilities without terminating this Agreement, and may sublease the Facilities for the account of the City, holding the City liable for the difference, if any, in the rent and other amounts which are payable by the sublessee and the Rentals and other amounts which are due and payable by the City under the terms of this Agreement.

(c) The Improvement Authority may terminate the Facilities Lease Term, exclude the City from possession of the Facilities and use its best efforts to lease the Facilities to another party (to the extent possible) for the account of the City, holding the City liable for all Rentals and other amounts which are due and payable under the terms of this Agreement and which are not paid by such other party.

(d) To the extent the same may be permitted by law, the Improvement Authority may terminate the Facilities Lease Term, exclude the City from possession of the Facilities and sell the Facilities (to the extent possible), holding the City liable for payment of all Rentals and other amounts which are due under the terms of this Agreement and which are not paid from the proceeds derived from such sale.

(e) The Improvement Authority, the Trustee or, if the Authority's rights to receive payments under this Lease have been assigned to the Bank, the Bank may take whatever action at law or in equity may appear to be necessary or desirable in order to collect the payments which are then due and payable and thereafter to become due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the City under the terms of this Agreement.

Any amounts which are collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Project Note Resolution or the Bond Resolution, as the case may be, or if the Bonds and Project Notes have been fully paid by the City (or provision for payment thereof has been made in accordance with the terms of the Project Bond Resolution or the Bond Resolution), such amounts shall be paid to the City.

The lease from the Improvement Authority set forth in Article II of this Agreement shall remain in full force and effect regardless of which of the above remedial steps is taken.

SECTION 8.3. Reinstatement. Notwithstanding any termination of this Agreement in accordance with the provisions of Section 8.2 hereof, if (a) the occurrence of an event of default results in the acceleration of the Outstanding Project Notes or Bonds by the Trustee pursuant to the terms of the Project Note Resolution or the Bond Resolution, as the case may be, and (b) (i) all arrears of interest on such Outstanding Bonds or Project Notes and interest on overdue installments of the principal of, redemption premium if any, and interest on such Bonds or Project Notes, at a rate per annum which is equal to the highest rate per annum borne by any of the Bonds or Project Notes, and (ii) the principal of and redemption premium, if any,
and interest on all Bonds or Project Notes then Outstanding which have become due and payable otherwise than by acceleration, and (iii) all other sums which are due and payable under the terms of the Project Note Resolution or the Bond Resolution, as the case may be, except the principal of and the interest on such Bonds or Project Notes which by such acceleration shall have become due and payable, shall have been paid, and all other things shall have been performed in respect of which there was a default and there shall have been paid the reasonable fees and expenses, including Administrative Expenses, of the Trustee and of the holders of such Bonds or Project Notes (including reasonable attorneys' fees paid or incurred) and such acceleration is rescinded under the terms of the Bond Resolution or Project Note Resolution, then, the City's default hereunder shall be waived without further action by the Trustee or the Improvement Authority. Upon such payment and waiver, this Agreement shall be fully reinstated, as if it had never been terminated, and the City shall be restored to the use, occupancy and possession of the Facilities.

SECTION 8.4. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Improvement Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Improvement Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE IX

MISCELLANEOUS

SECTION 9.1. Surrender of Possession. Except as otherwise expressly provided in this Agreement upon the termination of the Facilities Lease Term as a result of the occurrence of an Event of Default under the terms of Article VIII hereof, the City hereby agrees to surrender possession of the Facilities peacefully and promptly to the Improvement Authority in the same or better condition as existed at the commencement of the Facilities Lease Term, except for loss by fire or other casualty covered by insurance, condemnation and ordinary wear, tear and obsolescence.

SECTION 9.2. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the City, the Improvement Authority and their respective successors and assigns, subject, however, to the provisions of Section 7.7 and Section 7.8 hereof.

SECTION 9.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.4. Amounts Remaining Under Bond Resolution or Project Note Resolution. It is agreed by the parties hereto that upon the expiration or sooner termination of the Facilities Lease Term, as provided in this Agreement, after payment in full of the applicable Project Notes and/or the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution or the Project Note Resolution, as the case may be) and the fees, charges and expenses of the Trustee and paying agents and the Improvement Authority in accordance with the provisions of the Project Note Resolution or the Bond Resolution, any amounts which are remaining in any fund or account created under the terms of the Project Note Resolution or the Bond Resolution shall belong to, and be paid by the Improvement Authority (after receipt from the Trustee) to the City.

SECTION 9.5. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.6. Notices. All notices or other communications provided for in this Agreement shall be in writing and shall be delivered personally to, or sent by certified or registered mail to the respective offices of the City, 94 Washington Street, Hoboken, New Jersey 07030 and to the Executive Director of the Improvement Authority, 574 Summit Avenue, 5th Floor, Jersey City, New Jersey 07306, or to such representatives as the Improvement Authority or the City may from time to time designate in writing.
SECTION 9.7.      Headings. The Article and section headings in this Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 9.8.      Non-Waiver. It is understood and agreed that nothing contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Agreement.

SECTION 9.9.      Amendment. This Agreement may be amended upon the mutual consent of the parties hereto; provided however, that, except as provided below, no such amendment shall be effective if, in the judgment of the Trustee, in reliance upon a Counsel's Opinion, such amendment adversely affects the rights of the holders of the Project Notes and/or the Bonds which are Outstanding at the time of such amendment.

SECTION 9.10.     Covenant of City as to Compliance With Federal Tax Matters. Upon the advice of Bond Counsel to the Improvement Authority, the City covenants that it will take all actions which are within its control that are necessary to assure that interest on the Bonds is exempt from Federal income taxation and the City covenants that it will refrain from taking any action that would cause the interest on the Bonds to be includable as gross income under the provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

SECTION 9.11.     Change in Description of Facilities. Notwithstanding anything herein to the contrary, this Agreement may be amended under all circumstances to provide for a change in the description or location of the Facilities.
IN WITNESS WHEREOF, the City has caused this instrument to be executed in its name by the Mayor of the City and the official seal to be hereunto affixed and the Improvement Authority have caused this instrument to be executed in its name by its Executive Director or Chairperson and its corporate seal to be hereunto affixed, all as of the day and year first above written.

ATTEST: 

CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _______________________________ 

By: _______________________________ 
Clerk 
Mayor

ATTEST: 

THE HUDSON COUNTY IMPROVEMENT AUTHORITY

By: _______________________________ 

By: _______________________________
Secretary 
Executive Director
**EXHIBIT A**

**SCHEDULE OF BASIC RENT PAYMENTS AND IMPROVEMENT AUTHORITY ADMINISTRATIVE FEE**

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<th>Basic Rent Payments</th>
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<td>Authority Administrative Fee</td>
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RESOLUTION AUTHORIZING THE PLANNING BOARD OF THE CITY OF
HOBOKEN TO CONDUCT A PRELIMINARY INVESTIGATION OF PROPOSED
AREA IN NEED OF REDEVELOPMENT AND TO PREPARE A REDEVELOPMENT
PLAN IN ACCORDANCE WITH LOCAL REDEVELOPMENT AND HOUSING LAW

WHEREAS, pursuant to the Local Redevelopment and Housing Law, the City Council of
the City of Hoboken may direct the Hoboken Planning Board to conduct a preliminary
investigation and public hearing to determine whether certain areas of the City are in
need of redevelopment in accordance with N.J.S.A. 40A:12A-6 et seq.; and

WHEREAS, the City Council may authorize the Hoboken Planning Board to prepare a
redevelopment plan pursuant to N.J.S.A. 40A:12A-7 et seq.; and

WHEREAS, the Hoboken Planning Board adopted a comprehensive, City-wide Master
Plan on April 28, 2004; and

WHEREAS, the City Council wishes to carry out the objectives of said Master Plan,
particularly the Land Use Element; and

WHEREAS, the Land Use Element recommends providing regulations to guide any
possible redevelopment of the Neumann Leather property in an appropriate manner in
as much as the Neumann Leather complex is a reminder of old Hoboken while nearly all
other industrial uses in the southeastern portion of the City have disappeared; and

WHEREAS, the former Neumann Leather factory is now occupied by numerous tenants
ranging from artists to high tech companies and is comprised of existing historic
structures that should be preserved, where possible, and

WHEREAS, the Land Use Element further recommends that any redevelopment of this
site warrants special consideration as well as flexibility in its development regulations in
order to retain the mix of uses, including artist live/work/display space; and

WHEREAS, the City Council desires that the Hoboken Planning Board conduct such a
study to determine whether the following blocks and lots as shown on the Tax Map of
the City of Hoboken;

Block 2, Lots 12 through 26
Block 2.1 Lots 1 through 10
are an area in need of redevelopment; and
WHEREAS, the City Council believes that a redevelopment plan prepared pursuant to the Local Redevelopment and Housing Law permits the greatest flexibility in planning and regulate the redevelopment of such a site in order to achieve a complex set of goals;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN:

1. That the Planning Board of the City of Hoboken is hereby authorized and directed to perform a preliminary investigation and hold a public hearing to determine whether the proposed areas as set forth above are in need of redevelopment and to submit its recommendation to the City Council in accordance with N.J.S.A.40A:12A-6 et seq.; and

2. The Planning Board is further authorized to prepare a redevelopment plan for that area found to be in need of redevelopment and to refer said plan to the City Council in accordance with N.J.S.A. 40A:12A-7 et seq.;

3. That this Resolution shall be effective immediately.

Meeting Date: April 4, 2005

APPROVED:

Fred M. Bado, Director
Community Development

APPROVED AS TO FORM:

Joseph S. Sherman, Corporation Counsel
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN
THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY
LOCATED AT 101 JEFFERSON STREET, HOBOKEN, NEW JERSEY, MORE
PARTICULARLY KNOWN AS LOT 1.01, BLOCK 30, ON THE TAX MAP OF
THE CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, James S. McNight, PC, has petitioned the City of
Hoboken for the granting of a certain easement over municipal lands at 101 Jefferson
Street, Hoboken, New Jersey, (“the premises”) which premises is more particularly
described as Lot 1.01, Block 30, on the Tax Map of the City of Hoboken, New Jersey, in
order to maintain an encroachment on municipal lands for the purpose placing canopy
over the main entrance within the fence line adjacent to the western property line. The
easements are described as follows:

METES AND BOUNDS
(PROPOSED EXTENSION OF FENCE)

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken,
County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point formed by the intersection of the easterly line of Jefferson Street
with the northerly line of First Street, running;

THENCE North 13 degrees 04 minutes East and along the easterly line of Jefferson
Street, a distance of 25.11 feet to a point;

THENCE South 76 degrees 56 minutes East and parallel to First Street, a distance of
88.42 feet to a point;

THENCE South 13 degrees 04 minutes West and parallel to Jefferson Street, a
distance of 25.11 feet to a point in the northerly line of First Street;

THENCE North 76 degrees 56 minutes West and along the northerly line of First
Street, a distance of 88.42 feet to a point in the easterly line of Jefferson Street, said
point or place of BEGINNING.
Known as Lot 1.01, Block 30 as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 101 Jefferson Street, Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF HOBOKEN THAT THE CITY OF HOBOKEN HEREBY GRANTS 101 JEFFERSON STREET, THE AFREMENTIONED EASEMENT SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of any projections or encumbrances, under or upon any street, sidewalk or public easement, for any reason including but not limited to destruction of premises by fire.

3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising form the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.
6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted:  

Approved:  

_____________________________  ________________________________  
City Clerk  
Mayor  

Approved as to Form:

_____________________________  
Joseph S. Sherman, Corporation Counsel  

Date:  April 6, 2005
CITY OF HOBOKEN

RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO AN INTER-LOCAL SERVICES AGREEMENT WITH HUDSON COUNTY TO PARTICIPATE IN THE 2005 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (“JAG”)

WHEREAS, Hudson County and the City of Hoboken (hereinafter collectively referred to as the “Parties”) wish to encourage inter-local cooperation and planning with regard to their common interests in the provision of effective Police Program to combat crime at the local level; and

WHEREAS, the Parties recognize that inter-local government service agreements may yield certain economics and efficiencies to the residents of the Parties in the delivery of the services; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, the “Inter-local Services Act”, N.J.S.A. 40:8A-1, et seq., authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any services which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have negotiated the attached Agreement relating to the services referenced above,

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Hoboken, in the County of Hudson and State of New Jersey, as follows:

1. That the City of Hoboken is hereby authorized to enter into the attached Inter-local Services Agreement, pursuant to N.J.S.A. 40:48-5 and N.J.S.A. 40:8A-1, et seq. which permits the County of Hudson to pass along “JAG” funds to the City of Hoboken to under the terms and conditions referenced in the attached Agreement.

2. That the Mayor is authorized to execute and the Municipal Clerk to attest the attached Agreement on behalf of the City of Hoboken.

3. That the Agreement shall not become effective until such time as the governing bodies of both public entities have duly authorized their appropriate Public Officials to execute and attest the attached Agreement, and the Agreement has been fully executed and attested.
4. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:

(a.) Thomas A. Degise, Hudson County Executive  
(b.) Donato J. Battista, Hudson County Counsel  
(c.) Jean Byrnes, Clerk, Hudson County Board of Chosen Freeholders  
(d.) James Farina, City Clerk, City of Hoboken  
(e.) David Roberts, Mayor, Hoboken  
(f.) Joseph S. Sherman, Hoboken City Attorney  
(g.) Richard England, Business Administrator, Hoboken  
(h.) Carmen V. LaBruno, Police Chief

Approved:  

________________________  
Mayor  

________________________  
Joseph S. Sherman,  
Corporation Counsel

City Clerk

Date of Meeting: April 6, 2005
CITY OF HOBOKEN
RESOLUTION NO. ___

APPOINTMENT OF SPECIAL LEGAL COUNSEL
(David Corrigan, Esq. and Ravi Bhalla, Esq.)

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to hire special legal counsel for the defense of Michael Russo, Theresa Castellano, Carol Marsh and Tony Soares, all City Council members; and

WHEREAS, such specialized legal services can be provided by a recognized law firm, and David Corrigan, Esq., Counselor at Law, 54B West Front Street, Keyport, New Jersey, 07735, and Ravinder S. Bhalla, Esq., with an office at 1 Newark Street, Suite 28, Hoboken, New Jersey, 07030, are so recognized; and

WHEREAS, said legal services are specialized and qualitative in nature and falls within the definition of a professional service as provided under N.J.S.A. 40A:11-2(6) and as such constitutes an exception to the bidding requirements under N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, the City Clerk has published in a newspaper authorized by law to publish the City’s legal advertisements, as required by N.J.S.A. 40A:11-5(1)(a)(ii), a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and that a copy of the contract is on file with the City Clerk stating the amount of the contract.

WHEREAS, funds for these agreements are available for this purpose, by equal reduction of the Authorized Contract with the law firm of Florio and Kenny.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall be in effect immediately.
4. The funds for this defense shall be in the sum of $3,542.00 (Three Thousand Five Hundred Forty Two) dollars at the rate of $140.00 per hour times 25.3 hours (David Corrigan, Esq.) and $5,560.00 (Five Thousand Five Hundred Sixty) dollars at the rate of $140.00 per hour times 38.80 hours (Ravinder S. Bhalla, Esq.) reducing the rate of the contract for Florio & Kenny from $300,000.00 (Three Hundred Thousand) dollars to $290,898.00 (Two Hundred Ninety Thousand Eight Hundred Ninety Eight) dollars.

Approved: Advanced as to form:

Richard England, Interim Business Administrator
Joseph S. Sherman, Corporation Counsel

Date of Meeting: April 6, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

APPOINTMENT OF SPECIAL CONFLICTS COUNSEL
(David L. Ganz, Esq.)

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to hire special conflicts counsel for the City of Hoboken; and

WHEREAS, such specialized legal services can be provided by a recognized law firm, and David L. Ganz, Esq., of the Law Firm of Ganz & Livin, L.L.P. with an office at 5 Ryder Road, PO Box 536, Fair Lawn, New Jersey, 07410; and

WHEREAS, said legal services are specialized and qualitative in nature and falls within the definition of a professional service as provided under N.J.S.A. 40A:11-2(6) and as such constitutes an exception to the bidding requirements under N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, the City Clerk has published in a newspaper authorized by law to publish the City’s legal advertisements, as required by N.J.S.A. 40A:11-5(1)(a)(ii), a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and that a copy of the contract is on file with the City Clerk stating the amount of the contract.

WHEREAS, funds for these agreements are available for this purpose, by equal reduction of the Authorized Contract with the law firm of Florio and Kenny.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall be in effect immediately.
4. The funds for this defense shall be at the rate of $140.00 (One Hundred Forty) dollars per hour and not to exceed $5,000.00 (Five Thousand) dollars reducing the rate of the contract for Florio & Kenny from $290,898.00 (Two Hundred Ninety Thousand Eight Hundred Ninety Eight) dollars to $285,898.00 (Two Hundred Eighty Five Eight Hundred Ninety Eight) dollars.

Approved:                      Approved as to form:

______________________________  ______________________________
Richard England, Interim          Joseph S. Sherman,
Business Administrator             Corporation Counsel

Date of Meeting:  April 6, 2005
CITY OF HOBOKEN

RESOLUTION NO. ______

RESOLUTION APPOINTING A BUDGET AND FINANCIAL ADVISOR

WHEREAS, the Mayor and the Council of the City of Hoboken have determined that they require the services of a Budget and Financial Advisor to aid in the completion of a budget for the City of Hoboken, as well as other financial matters concerning Hoboken; and

WHEREAS, this is a professional service contract and therefore does not need to be bid pursuant to N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken and George W. Crimmins d/b/a Government Solutions L.L.C. shall be retained as Financial Advisor “(Financial Advisor”) to consult with and advise the City of Hoboken in financial and other matters;

BE IT FURTHER RESOLVED, that the Financial Advisor shall be paid at a rate of $140.00 an hour, for a total amount not to exceed Seventeen Thousand ($17,000.00) dollars.

BE IT FURTHER RESOLVED, that this agreement shall be effective immediately and terminate June 30, 2005.

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution is effective immediately.

Approved: Richard England, Interim Business Administrator

Approved as to form: Joseph S. Sherman, Corporation Counsel

Date: April 6, 2005
INTRODUCED BY: 
SECONDED BY: 
CITY OF HOBOKEN

RESOLUTION NO. ____

RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, FY 2006 ROADWAY IMPROVEMENTS TO EIGHTH AND NINTH STREETS

WHEREAS, the City of Hoboken wishes to apply for funding for improvements to the following streets within the City of Hoboken:

- 8th Street, Grand St. to Madison St.
- 9th Street, Castle Point Terrace to Hudson St.

WHEREAS, the application is made to the New Jersey Department of Transportation for the purpose of funding the above referenced roadways.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The Mayor or his designee is authorized to execute and submit an application to the New Jersey Department of Transportation, for FY 2006 roadway improvement funding.
4. Furnish such documents as may be required.
5. Act as authorized correspondent of the City of Hoboken.
6. Execute necessary contracts, if funding is awarded.

This Resolution is effective immediately.

Department of Environmental Services                        Approved as to form:

Joseph Peluso, Director                                         Joseph S. Sherman, Corporation Counsel

Meeting Date: April 6, 2005
RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, FY 2006 ROADWAY IMPROVEMENTS TO EIGHTH STREET

WHEREAS, the City of Hoboken wishes to apply for funding for improvements to the following streets within the City of Hoboken:

- 8th Street, Bloomfield St. to Garden St.
- 8th Street, Castle Point Terrace to Hudson Street
- 8th Street, Willow Ave. to Grand St.
- 8th Street, Madison St. to Monroe St.

WHEREAS, the application is made to the New Jersey Department of Transportation for the purpose of funding the above referenced roadways.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The Mayor or his designee is authorized to execute and submit an application to the New Jersey Department of Transportation, for FY 2006 roadway improvement funding.
4. Furnish such documents as may be required.
5. Act as authorized correspondent of the City of Hoboken.
6. Execute necessary contracts, if funding is awarded.

This Resolution is effective immediately.

Department of Environmental Services

Joseph Peluso, Director

Approved as to form:

Joseph S. Sherman, Corporation Counsel

Meeting Date: April 6, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, FY 2006 ROADWAY IMPROVEMENTS TO JEFFERSON STREET

WHEREAS, the City of Hoboken wishes to apply for funding for improvements to the following streets within the City of Hoboken:

- Jefferson St., Third St. to Seventh St.

WHEREAS, the application is made to the New Jersey Department of Transportation for the purpose of funding the above referenced roadways.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. They Mayor or his designee is authorized to execute and submit an application to the New Jersey Department of Transportation, for FY 2006 roadway improvement funding.
4. Furnish such documents as may be required.
5. Act as authorized correspondent of the City of Hoboken.
6. Execute necessary contracts, if funding is awarded.

This Resolution is effective immediately.

Department of Environmental Services

Approved as to form:

__________________________________________  _______________________________________
Joseph Peluso, Director                Joseph S. Sherman, Corporation Counsel

Meeting Date: April 6, 2005
CITY OF HOBOKEN
RESOLUTION NO. ___

RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO T & M CONTRACTING CO.

WHEREAS, the City of Hoboken, Department of Environmental Services has a need for additional construction services with regard to phase two of the firehouse improvements at the Observer Highway Firehouse; and

WHEREAS, the City of Hoboken, Department of Environmental Services has awarded a contract to T & M Contracting, 107 Willow Avenue, Hoboken, New Jersey 07030; and

WHEREAS, the scope of work in the aforementioned contract has been expanded to include the repair of the bluestone foundation table and restoration cleaning of all exterior masonry surfaces using historically correct methods at the Observer Highway Firehouse; and

WHEREAS, there exists a need for the maximum amount of the contract to T & M Contracting be increased from Five Hundred Twenty Thousand Seventy Nine Dollars ($520,079.00) to Five Hundred Sixty Five Thousand Seventy Nine Dollars ($565,079.00); and

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

1. An amended contract for the professional engineering services shall be prepared and executed as follows:
   T & M Contracting Company
   107 Willow Avenue
   Hoboken, NJ 07030, not to exceed $565,079.00.
2. The Mayor and City Clerk are hereby authorized to execute this Agreement.
3. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

This Resolution is effective immediately.

Joseph Peluso, Director
Joseph S. Sherman, Corporation Counsel

Date of Meeting: April 6, 2005
RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO T & M CONTRACTING CO.

WHEREAS, the City of Hoboken, Department of Environmental Services has a need for additional construction services with regard to phase one of the firehouse improvements at the Observer Highway Firehouse; and

WHEREAS, the City of Hoboken, Department of Environmental Services has awarded a contract to T & M Contracting, 107 Willow Avenue, Hoboken, New Jersey 07030; and

WHEREAS, the scope of work in the aforementioned contract has been expanded to include additional masonry repair using historically correct materials and method at the Observer Highway Firehouse; and

WHEREAS, there exists a need for the maximum amount of the contract to T & M Contracting be increased from Eight Hundred Thousand Three Hundred Seven and Seventy Five Cents ($800,377.75) to Nine Hundred Thirty Nine Thousand Two Hundred Seventy Seven and Seventy Five Cents ($939,277.75); and

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

1. An amended contract for the professional engineering services shall be prepared and executed as follows:
   T & M Contracting Company
   107 Willow Avenue
   Hoboken, NJ 07030, not to exceed $939,277.75.

2. The Mayor and City Clerk are hereby authorized to execute this Agreement.

3. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

This Resolution is effective immediately.

Department of Environmental Services: Approved as to form:

______________________________
Joseph Peluso, Director

Joseph S. Sherman, Corporation Counsel

Date of Meeting: April 6, 2005
CITY OF HOBOKEN

RESOLUTION NO. ____

THE CITY OF HOBOKEN IS SEEKING A ONE YEAR EXTENSION OF THE NJDOT GRANT FOR TRAFFIC SIGNAL INSTALLATION

WHEREAS, the City of Hoboken has secured a NJDOT Grant in the amount of $100,000 for Traffic Signal Installation at River Street and Hudson Place; and

WHEREAS, the NJDOT Grant presently requires award of the contract by March 23, 2005, which can be extended by City resolution requesting the same; and

WHEREAS, the City of Hoboken has retained Mayo, Lynch and Associates, Inc. to design and prepare the necessary contract documents for public bid of the Traffic Signal Installation at River Street and Hudson Place; and

WHEREAS, Mayo, Lynch has prepared the necessary contract documents for public bid, secured review of the contract documents by the NJDOT Bureau of Local Aid, Hudson County Engineering Department and is awaiting NJDOT Traffic Engineering review, anticipated shortly; and

WHEREAS, the City of Hoboken plans to publicly bid and award the project upon NJDOT Traffic Engineering review; and

WHEREAS, the City of Hoboken wishes to extend the grant and undertake the necessary improvements; and

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The Mayor or his designee is authorized to formally request an extension of its NJDOT Grant for Traffic Signal Installation at River Street and Hudson Place through May 31, 2005
4. Furnish such documents as may be required.
5. Act as authorized correspondent of the City of Hoboken.
6. Execute necessary contracts, if funding is awarded.

This Resolution is effective immediately.

Department of Environmental Services: Approved as to form:

Joseph Peluso, Director

Meeting Date: April 6, 2005

Joseph S. Sherman, Corporation Counsel
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION FOR PERFORMING ARTISTS FOR HOBOKEN ART & MUSIC FESTIVAL

WHEREAS, the City of Hoboken sponsors the Hoboken Arts and Music Festival, to take place May 1, 2005; and

WHEREAS, part of the festival includes musical presentation and arts and crafts displays; and

WHEREAS, vendor fees and sponsorships for the festival will be the source of funds to pay Herman’s Hermits contractual fees through Paradise Artists Inc. in the sum of Twelve Thousand Five Hundred ($12,500.00) dollars; and

WHEREAS, the City of Hoboken considers it desirable to enter into a contract with Herman’s Hermits to perform at the Festival on May 1, 2005.

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

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

2. The Council hereby authorizes the Mayor, or his designee to execute any and all documents necessary to complete and receive the intent and purpose of this Resolution.

3. The Mayor or his designee is authorized to execute a contract for Twelve Thousand Five Hundred ($12,500.00) dollars for performing services of Herman’s Hermits/Paradise Artists Inc.

4. The Mayor or his designee shall furnish such documents as may be required.

5. The Mayor or his designee shall act as authorized correspondent for the City of Hoboken.

6. The Mayor or his designee shall execute necessary contracts.

IN WITNESS WHEREOF, the parties have executed this resolution on this ________ day of ____________, 2005.

ATTEST: Mayor and Council of the City of Hoboken

________________________

Approved as to form:

________________________
Joseph S. Sherman, Esq.
Corporation Counsel

Date of Meeting: April 20, 2005

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS: ( Permit Parking for the Hoboken Fire Department )

ARTICLE II
Parking, Standing and Stopping

190-6.1 Restricted parking for fire vehicles and official business by permit only.

Section 1: The location described is hereby designated restricted parking; by permit only issued by the Hoboken Fire Department.

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Street</td>
<td>south</td>
<td>Beginning at a point 35 feet west of the westerly curbline of Grand Street and extending 163 feet westerly therefrom</td>
<td>Vehicles owned and operated by the members of the Hoboken Fire Dept that are properly identified by a permit issued by the Hoboken Fire Dept. For the hours of 8:00 am to 4:00 pm Monday through Friday.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Street</td>
<td>north</td>
<td>Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending 163 feet westerly therefrom.</td>
<td></td>
</tr>
</tbody>
</table>

Section 3 : All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4 : This ordinance shall be a part of the Hoboken code as though codified and fully set forth therein. The city clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code.

Section 5 : This ordinance shall take effect as provided by law

Mayor

Approved as to legal form
Corporation Counsel

Meeting Date: April 20, 2005
CITY OF HOBOGEN
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE REFUND
OF TAX OVERPAYMENTS

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order of the following taxpayer in the sum opposite their respective name, totaling $64,411.16 representing overpayment of taxes:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piro Zinna</td>
<td>34\1\C005C</td>
<td>101 Willow Avenue</td>
<td>$804.00</td>
</tr>
<tr>
<td>Cifelli Paris &amp; Genitempo</td>
<td>360 Passaic Avenue Nutley, N. J. 07110-2787</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Todd Pierce</td>
<td>247\34.2\C004N</td>
<td>1208 Washington St.</td>
<td>$728.42</td>
</tr>
<tr>
<td></td>
<td>Apt# 4N</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hoboken, N. J.  07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurora Loan Services</td>
<td>162\3\C002B</td>
<td>1021A-27 Clinton St.</td>
<td>$2,309.95</td>
</tr>
<tr>
<td>P. O. Box 569772</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas, Texas</td>
<td>75356</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
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Meeting: April 20, 2005

Approved as to Form:

CORPORATION COUNSEL

Louis P. Picardo

Page Six of Six
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION NAMING THE MULTI SERVICE CENTER PARK IN HONOR OF MARY & LOUIS (LOUIE) FRANCOME

WHEREAS, Mary and Louis Francone dedicated their lives by public service to the benefit of their neighbors in the Fourth (4th) Ward; and

WHEREAS, Mary & Louis Francone never turned their back on children or families in their neighborhood by making sure that everyone was fed in times of need; and

WHEREAS, Mary & Louis Francone demonstrated their care for their community by distributing loafs of Easter bread and community barbecues; and

WHEREAS, Mary & Louis Francone coordinated bus rides to Atlantic City from their club for the benefit of their neighbors; and

WHEREAS, Mary & Louis Francone were instrumental in the development of senior housing in Hoboken; and

WHEREAS, it is appropriate that the Mayor and the Hoboken City Council recognize Mary & Louis Francone, for their years of dedication to the community, by naming the park at Second (2nd) and Adams Street, behind the Multi Service Center, the Mary & Louis Francone Park as fitting reflection of the years of service and dedication they have provided our community.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. The above recitals are incorporated herein as though fully set forth at length;

2. That the park on Second and Adams Street, behind the Muli Service Center, be named the Mary & Louis Francone Park.

3. This Resolution shall be in effect immediately.

Approved: 

Richard England, Interim Business Administrator
Joseph S. Sherman, Corporation Counsel

Date of Meeting: April 20, 2005
A RESOLUTION AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO ENTER INTO A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY FOR THE FY05 STATEWIDE LOCAL DOMESTIC PREPAREDNESS EQUIPMENT GRANT

Resolution No:___________________

WHEREAS, the Mayor of the City of Hoboken has received a grant award notice from the State of New Jersey Office of the Attorney General, Department of Law and Public Safety for the FY05 Statewide Local Domestic Preparedness Equipment Grant Program in the amount of $150,000; and

WHEREAS, the purpose of this grant is to fund necessary equipment purchases as outlined within the grant proposal to enhance and improve the response time and preparedness of the Hoboken Police Department, the Hoboken Fire Department and the Hoboken Volunteer Ambulance Corp. in the event of a local, state or regional disaster; now, therefore, be it —

RESOLVED, by the Mayor and the Council of the City of Hoboken, that the governing body does hereby accept this grant award in the amount of $150,000 to fund the purchases as outlined within the grant proposal; and be it further —

RESOLVED, that the Mayor of the City of Hoboken and/or his designee be hereby authorized to execute a Grant Agreement and accept the Terms and Conditions of said Grant Agreement on behalf of the City of Hoboken.

Meeting Date:  April 20, 2005

Department of Business Administration  Approved to form:

Richard England, Interim Business Administrator  Corporation Counsel
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, ADOPTED SEPTEMBER 4, 1991 AS ORDINANCE #2278.

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY
ORDAIN AS FOLLOWS: (Permit Parking for the Hoboken Fire Department)

ARTICLE II
Parking, Standing and Stopping

190-6.1 Restricted parking for fire vehicles and official business by permit only.

Section 1: The location described is hereby designated restricted parking; by permit only
issued by the Hoboken Fire Department.

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<th>Side</th>
<th>Location</th>
<th>Restrictions</th>
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<td>Second Street</td>
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<td>Beginning at a point 35 feet west of the westerly curbline of Grand Street and extending 163 feet westerly therefrom</td>
<td>Vehicles owned and operated by the members of the Hoboken Fire Dept. that are properly identified by a permit issued by the Hoboken Fire Dept. For the hours of 8:00 am to 4:00 pm Monday through Friday.</td>
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Name of Street | Side | Location | Restrictions |
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<td>Second Street</td>
<td>north</td>
<td>Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending 163 feet westerly therefrom.</td>
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Section 3: All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall be a part of the Hoboken code as though codified and fully set forth therein. The city clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code.

Section 5: This ordinance shall take effect as provided by law

______________________________  ______________________________
Mayor  Approved as to legal form
Corporation Counsel

Meeting Date: April 20, 2005
RESOLUTION AUTHORIZING THE RETENTION OF SPECIAL COUNSEL IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY LOCATED AT 1100-1110 JEFFERSON STREET, HOBNOK, NEW JERSEY, BLOCK 103,Lots 1 to 6 and 27 to 32 ON THE TAX ASSESSMENT MAP FOR REDEVELOPMENT PURSUANT TO THE NORTHWEST REDEVELOPMENT PLAN

WHEREAS, the City of Hoboken is considering the acquisition of certain real property known as 1100-1110 Jefferson Street, Hoboken, New Jersey, designated as Block 103, Lots 1 to 6 and 27 to 32 on the Tax Assessment Map for redevelopment pursuant to the Northwest Redevelopment Plan; and

WHEREAS, the City is desirous of retaining William J. Ward, Esq. of Carlin & Ward, P.C., located at 25A Vreeland Road, P.O. Box 751, Florham Park, New Jersey 07932, as Special Counsel in connection with the acquisition of the property in accordance with the procedures set forth in the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq.; and

WHEREAS, William J. Ward Esq. of Carlin & Ward, P.C., has previously been retained by the City Council as Special Counsel with regard to condemnation matters in the Northwest Redevelopment area; and

WHEREAS, the Temporary Chief Financial Officer certifies that the funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Counsel of the City of Hoboken that the City hereby retains the services of William J. Ward, Esq. of Carlin & Ward, P.C. to act as Special Counsel in connection with the acquisition of the property located at 1100-1110 Jefferson Street, Hoboken, New Jersey, designated as Block 103, Lots 1 to 6 and 27 to 32 on the City’s Tax Assessment Map; and

BE IT FURTHER RESOLVED that Special Counsel is authorized to engage a title insurance company, surveyor, environmental consultants, real estate appraiser, and such other experts as may be required in the performance of his duties; and

BE IT FURTHER RESOLVED that all costs incurred by the City for the retention of special Counsel and other related costs with regard to the condemnation action are to be paid directly by Block 99/102 Development, LLC, the City’s designated Redeveloper of this project.
BE IT FURTHER RESOLVED that the Mayor of his designee is hereby authorized to execute a contract with Carlin & Ward, P.C. as Special Counsel on behalf of the City of Hoboken and the City Clerk is hereby authorized to attest same;

BE IT FURTHER RESOLVED that a copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A: 11-1 et seq,

DATE OF MEETING: May 4, 2005

APPROVED: ____________________________  APPROVED AS TO FORM: ____________________________
Fred M. Bado, Director
Department of Community Development
Joseph S. Sherman
Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO. _______

RESOLUTION AUTHORIZING THE LOCATION OF THE HOBOKEN FARMERS’ MARKET ON TUESDAYS DURING THE MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER AND OCTOBER

WHEREAS, the Environment Committee of Hoboken and the City of Hoboken are sponsoring a farmers’ market along the east side of Washington Street between Newark Street and Observer Highway; and

WHEREAS, the Hoboken Farmers’ Market will take place every Tuesday, beginning June 28, 2005 and every Tuesday thereafter ending Tuesday October 25, 2005; and

WHEREAS, the Environment Committee of Hoboken and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Washington Street just South of Newark Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The parking meters along the East side of Washington Street just South of Newark Street are hereby suspended on every Tuesday from 12:00 P.M. to 9:00 P.M. beginning Tuesday June 28, 2004 and ending Tuesday October 25, 2004.
4. The Police Division shall enforce this regulation.
5. A certified copy of this resolution is provided to Mayor David Roberts, Acting Business Administrator Richard England, Director Joseph Peluso, Police Chief Carmen LaBruno, Fire Chief John Cassesa, Superintendent Joseph Bucino, Central Garage Supervisor John Colegrove, Hoboken Parking Utility, and Hoboken Environment Committee President Cynthia Silber.

This Resolution is effective immediately.

Department of Environmental Services

Joseph Peluso, Director

Meeting Date: May 4, 2004

Approved as to form:

Joseph S. Sherman, Corporation Counsel
Sponsored by: ______________________
Seconded by: ______________________

CITY OF HOBOKEN
ORDINANCE NO.__________

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED;)
(Approval; 1215 Willow Avenue, 104 Park Avenue, 516 Monroe Street, 604 Park Avenue, 54 –11th Street)

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

Handicap Spaces

A  Section 192-4 is amended to add the following:

Kathleen Ann Lisa  1215 Willow Avenue: east side of Willow Avenue, beginning at a point of 245 feet from the northeast curbline of 12th Street and extending 22 feet easterly therefrom.

Francis Bertotti 104 Park Avenue: west side of Park Avenue, beginning at a point of 55 feet from the northwest curbline of First Street and extending 22 feet north therefrom.

Gloria Gonzalez 516 Monroe Street: west side of Monroe Street, beginning at a point of 207 feet from the southwest curbline of Sixth Street and extending 22 feet southerly therefrom.

Gail Hunt  604 Park Avenue: west side of Park Avenue, beginning at a point of 63 feet from the northerly curbline of Sixth Street and extending 22 feet northerly therefrom.

Angel Figueroa 54 –11th Street: north side of Eleventh Street, beginning at a point of 79 feet from the westerly curbline of Hudson Street and extending 22 feet westerly therefrom.

B  All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be a part of the Hoboken Code as Though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

_________________________________  ______________________
City Clerk  Approved as to Legal Form
Corporation Counsel

____________________
MAYOR

Meeting Date: May 4, 2005
Sponsored by: ______________________

Seconded by: ______________________

City of Hoboken
Resolution No. __________

WHEREAS, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

WHEREAS, the Code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Housing Authority; and

WHEREAS, New Jersey law gives authority to the City Council to appoint five (5) members serving on the Housing Authority; and

WHEREAS, a City Council appointed vacancy exists in the Hoboken Housing Authority; and

WHEREAS, the Council of the City of Hoboken wishes to fill this one (1) vacancy to the Housing Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Council for the City of Hoboken hereby appoints Graciela Orellano of 917 Clinton Street, apartment 10D to serve as a member of the Hoboken Housing Authority for a five (5) year term to expired on May 3, 2010.

____________________
Approved as to form:

Meeting date: May 4, 2005
RESOLUTION NO.
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO
DEPARTMENT OF AGRICULTURE FOR 2005 SUMMER FOOD SERVICE
PROGRAM FUNDS

WHEREAS, the City of Hoboken has sponsored a summer food service program for the
youth of the City through the use of funds from the New Jersey Department of Agriculture; and

WHEREAS, the State of New Jersey, Department of Agriculture has once again invited
the City of Hoboken to submit an application for funding for the 2005 Summer Food Service
Program;

NOW THEREFORE, BE IT RESOLVED, that the City of Hoboken will submit an
application for such funds; and be it –

FURTHER RESOLVED, that the Mayor or his designee are hereby authorized on behalf
of the City of Hoboken to:

1. Execute and submit such application to the Department of Agriculture;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Execute necessary contracts, if funding is awarded.

Meeting Date: May 3, 2005
Department of Environmental Services Approved as to form:

Joseph Peluso, Director Joseph Sherman, Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO.____________

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ADVERTISE FOR
BIDS FOR THE CONSTRUCTION OF PIER C PARK

WHEREAS, the architectural firm of Michael Van Valkenburgh Associates, Inc. Landscape Architects, 18 East 17th Street, 6th Floor, New York, New York 10003 has prepared on behalf of the City of Hoboken construction plans and specifications for the construction of Pier C Park as part of the Hoboken South Waterfront Development; and

WHEREAS, the Director of Community Development has requested that the City of Hoboken advertise for the receipt of bids for the construction of Pier C Park; and

WHEREAS, the funds for the construction costs of Pier C Park are available through the Municipal Development Agreement for the South Waterfront Development between the Port Authority of New York and New Jersey and the City of Hoboken executed on August 16, 1995; and

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN THAT:

1. The Business Administrator/Purchasing Agent, Department of Administration of the City of Hoboken is hereby authorized to advertise by public notice the date, time, and place of the receipt of bids for the construction of Pier C Park according to law.

Date of Meeting: May 4, 2005

APPROVED:  

APPROVED AS TO FORM:

_____________________________
Fred M. Bado, Director  
Department of Community Development

Joseph S. Sherman  
Corporation Counsel
RESOLUTION AUTHORIZING AN AMENDMENT TO PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS TO MICHAEL VAN VALKENBURGH ASSOCIATES AND PAULUS, SOKOLOWSKI AND SARTOR ENGINEERING FOR EXTENDED CONSTRUCTION PHASE SERVICES

WHEREAS, the City of Hoboken by resolution on December 18, 2002 awarded a contract to the architectural and engineering firm of Michael Van Valkenburgh Associates, Landscape Architects, 18 East 17th Street, 6th Floor, New York, New York 10003 to design the Pier C Park on the Hoboken South Waterfront; and

WHEREAS, Michael Van Valkenburgh Associates has submitted a proposal for extended construction phase services for the design team in two general categories, those related to administration and coordination and those related to technical review, observation and testing during the construction of Pier C Park; and

WHEREAS, Michael Van Valkenburgh Associates has submitted a fee schedule for the following extended construction phase services:

1. Project-wide Administrative and technical CA $375,000
2. Structural and Geotechnical Construction Administration $185,000
3. Structural engineering and bid document refinement $ 18,000
4. Reimbursable Expenses (not to exceed) $ 59,000

Total Additional Fee $637,000

WHEREAS, Paulus, Sokolowski and Sartor Engineering, PC, 67A Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059, as engineering subcontractor for Michael Van Valkenburgh Associates has submitted a proposal for extended engineering construction administration services and fee schedule:

Structural Scope of Services $160,000
Additional Expenses $ 10,000

Geotechnical Scope of Services $ 25,000
Additional Expenses $ 13,000
WHEREAS, the funds for the professional architectural and engineering services are available through the Municipal Development Agreement for the South Waterfront Development between the Port Authority of New York and New Jersey and the City of Hoboken executed on August 16, 1995; and

WHEREAS, the Temporary Chief Financial Officer certifies that the funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN THAT:

1. The contract for extended construction phase services for the construction of Pier C Park in the amount of $637,000 with Michael Van Valkenburgh Associates is hereby approved.

2. The contract for extending engineering construction phase services for the construction of Pier C Park in the amount of $208,000 with Paulus, Sokolowski and Sartor Engineering is hereby approved.

3. The Mayor or his designee is hereby authorized to execute the above-sated contracts with Michael Van Valkenburgh Associates and Paulus, Sokolowski and Sartor Engineering on behalf of the City of Hoboken.

4. A copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

Date of Meeting: May 4, 2005

APPROVED: 

APPROVED AS TO FORM:

_________________________  _________________________
Fred M. Bado, Director      Joseph S. Sherman
Department of Community Development Corporation Counsel
TRANSFER OF PUBLIC HACK AND TAXICAB OWNER LICENSE

WHEREAS, Nawal Morcos has made application to the Mayor and Council of the City of Hoboken for transfer of Taxicab Owner License #19 to Courtesy Airport Inc. and

WHEREAS, Nawal Morcos has consented to said Transfer of Ownership and the application transfer for Taxicab Owner License #19 has been duly investigated as required by law and

WHEREAS, the Hoboken City Council agrees that Public Hack and Taxicab Owner License #19, expiring March 31, 2006 be subject to all of its terms and conditions once transferred to Courtesy Airport Inc. and

WHEREAS, The consenting to and granting of the aforesaid License to operate or run a mechanically driven vehicle as a Public Hack and Taxicab upon the streets of the City of Hoboken shall not be effective until such time as Courtesy Airport Inc. shall have filed with the Municipal Clerk of the City of Hoboken, NJ an insurance policy of a company duly licensed to transact business under the insurance laws of the State of New Jersey in the sum of $15,000.00 to satisfy all claims for damages, by reason of bodily injury to, or the death of any 1 person, resulting from an accident, and a sum of not less than $30,000.00 to satisfy all claims for damages, by reason of the bodily injury to, or the death of all persons, on account of any such accident, by reason of ownership, operation, maintenance, or use of such taxicab upon public street; and conditioned for the payment of a sum not less than $5,000.00 to satisfy all claims for
damages to property of all persons, on account of any such accident, by reason of the ownership, operation, maintenance, or use of such taxicab upon any public street; together with the filing of a Power of Attorney in accordance with the provisions of R.S. 48:16-3

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

1. the above recitals are incorporated herein as though fully set forth as length.

2. The Council hereby authorizes the Hoboken City Clerk to issue the appropriate License upon satisfactory presentation of required documents.

This Resolution shall be effective immediately.

Date of Meeting:_____________________

Approved as to form:________________
THIS RESOLUTION AUTHORIZES THE TRANSFER OF FUNDS WITHIN ACCOUNTS IN THE FISCAL YEAR 2005 CURRENT FUND APPROPRIATIONS.

BE IT RESOLVED, that the following SFY 2005 budget Current Fund appropriation transfers are hereby authorized for the City of Hoboken:

<table>
<thead>
<tr>
<th>CURRENT FUND</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations - Within &quot;Caps&quot;</td>
<td>$ 77,800.00</td>
<td></td>
</tr>
<tr>
<td>Grants Management S&amp;W</td>
<td>$ 2,000.00</td>
<td></td>
</tr>
<tr>
<td>Codification O &amp; E</td>
<td>$ 40,000.00</td>
<td></td>
</tr>
<tr>
<td>Special Counsel O &amp; E</td>
<td>$ 4,000.00</td>
<td></td>
</tr>
<tr>
<td>Dues &amp; Membership O&amp;E</td>
<td>$ 10,000.00</td>
<td></td>
</tr>
<tr>
<td>Copiers O &amp; E</td>
<td>$ 45,000.00</td>
<td></td>
</tr>
<tr>
<td>Waterfront Develop O&amp;E</td>
<td>$ 4,000.00</td>
<td></td>
</tr>
<tr>
<td>City Council O &amp; E</td>
<td>$ 1,000.00</td>
<td></td>
</tr>
<tr>
<td>Accts &amp; Control O&amp;E</td>
<td>$ 500.00</td>
<td></td>
</tr>
<tr>
<td>Tax Collector O &amp; E</td>
<td>$ 2,000.00</td>
<td></td>
</tr>
<tr>
<td>Assessor's O &amp; E</td>
<td>$ 500.00</td>
<td></td>
</tr>
<tr>
<td>Corp. Counsel O &amp; E</td>
<td>$ 40,000.00</td>
<td></td>
</tr>
<tr>
<td>Construction O &amp; E</td>
<td>$ 4,000.00</td>
<td></td>
</tr>
<tr>
<td>Signal &amp; Traffic O&amp;E</td>
<td>$ 32,000.00</td>
<td></td>
</tr>
<tr>
<td>Streets &amp; Roads O&amp;E</td>
<td>$ 45,000.00</td>
<td></td>
</tr>
<tr>
<td>Human Svcs Direct O&amp;E</td>
<td>$ 35,000.00</td>
<td></td>
</tr>
<tr>
<td>Public Property O&amp;E</td>
<td>$ 5,300.00</td>
<td></td>
</tr>
<tr>
<td>Fuel Oil O &amp; E</td>
<td>$ 50,000.00</td>
<td></td>
</tr>
<tr>
<td>Gasoline O &amp; E</td>
<td></td>
<td>$ 178,800.00</td>
</tr>
</tbody>
</table>

TOTALS $178,800.00 $178,800.00

MEETING OF: 18 May 2005

APPROVED AS TO FORM: _________________________
Joseph Sherman, Corporation Counsel

Department Director: _________________________
Richard England, Interim Business Administrator
I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the amount of $179,360.00 necessary to meet this contract amount is available, in the SFY 2005 Budget, in the following appropriations, 2003 NJDOT Roadway Funds (G-02-41-760-001). These funds will be sufficient to meet the contractual commitment providing for:

The Installation of a Traffic Signal at the Intersection of River Street and Hudson Place

and awarded to the following vendor:

Faigon Electrical Contractors
140 Eleventh Street
Piscataway, NJ 08854

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

______________________________
Temporary Chief Financial Officer

Date:____________________

INTRODUCED BY: ____________________________
CITY OF HOBOKEN
RESOLUTION NO. ____________

THIS RESOLUTION AWARDS A CONTRACT FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF RIVER STREET AND HUDSON PLACE.

WHEREAS, the administration of the City of Hoboken, with Council approval had specifications prepared and advertised for this project as our bid 05-11, and

WHEREAS, TWO (2) proposals were received by the City, these being:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevco Electric, Inc.</td>
<td>364,247.00</td>
</tr>
<tr>
<td>250 Lackland Drive</td>
<td></td>
</tr>
<tr>
<td>Middlesex, NJ 08846</td>
<td></td>
</tr>
<tr>
<td>Faigon Electrical Contractors</td>
<td>179,360.00</td>
</tr>
<tr>
<td>140 Eleventh Street</td>
<td></td>
</tr>
<tr>
<td>Piscataway, NJ 08854</td>
<td></td>
</tr>
</tbody>
</table>

and, WHEREAS, the Administration of the City of Hoboken has received a recommendation (copy attached) from the engineering firm which prepared the specifications, now

THEREFORE BE IT RESOLVED, the Administration is hereby authorized to enter into a contract with Faigon Electrical Contractors, based upon said recommendation for an amount not to exceed $179,360.00.

Meeting: 18 May 2005

Approved: Joseph Peluso, Director, Env. Sves.

Approved to Form: Joseph S. Sherman, Corp. Counsel

MEMORANDUM
TO: J. Peluso
FROM: D. England
DATE: 29 April 2005
SUBJECT: BID RESULTS - FRIDAY, 29 APRIL 2005

Joe, the City received proposals today, Friday, 29 April 2005, at 11 A.M., in the court room in City Hall. These proposals were for our bid number 05-11: Traffic Signal Improvements at the Intersection of River Street and Hudson Place.

Representing the City at the bid opening beside myself were, Joe Bucino and Ms. Rita McCarthy from Mayo, Lynch.

Two (2) proposals were received in good stead. These were:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Base</th>
<th>Alternate #1</th>
<th>Alternate #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevco Electric, Inc.</td>
<td>$364,247.00</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faigon Electrical Contractors</td>
<td>$179,360.00</td>
<td>$29,450.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>140 Eleventh Street, Piscataway, NJ 08854</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bid packages were given to Ms. McCarthy for her firm’s complete review and recommendation.

If you have any questions, please call upon me?

Dick

cc: D. Roberts - Mayor
    J. Bucino
    J. Farina

PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, N.J.
NOTICE TO BIDDERS

Sealed proposals will be received by the City Clerk of the City of Hoboken on or before: Friday, 29 April 2005 at 11:00 A.M.

by United States Mail addressed to the City Clerk, or by presenting to the City Clerk at the Office of the City Clerk, City Hall, 94 Washington Street, Hoboken, New Jersey, at the above time and date for the:

BID NO. 05-11: Traffic Signal Improvements to the Intersection of River Street and Hudson Place
in accordance with the specifications heretofore adopted by the Council of the City of Hoboken. Copies of plans, specifications, and contract documents will be on file after April 18, 2005 for public inspection and may be obtained upon proper notice and upon payment of Seventy-Five Dollars ($75.00), said sum not refundable, at the Architect's office, Mayo, Lynch and Associates, 333 Meadowlands Parkway, Secaucus, NJ, (201) 866-7171, between the hours of 9:00 A.M. and 5:00 P.M. prevailing time, Monday through Thursday and between the hours of 9:00 A.M. and 12:30 P.M. prevailing time, Friday, excluding legal holidays.

Proposals are to be submitted according to the requirements of the aforesaid specifications and, must be accompanied by a certified check, bank check or bid bond payable to the order of the City of Hoboken in the sum of ten percent (10%) of the bid, but not in excess of $20,000.00. The successful bidder shall furnish and deliver to the City a bond in the amount of 100 percent of the accepted bid amount as security for the faithful performance of the contract. All bidders and subcontractors must possess Public Works Registration issued by the New Jersey Department of Labor and have verifiable qualified experiences in the required trades. In the case of corporations not chartered in the State of New Jersey, bids must be accompanied by proper certificate that such corporation is authorized to do business in the State of New Jersey.

The right is reserved to reject any and all proposals submitted to said Council, and for the waiver by said Council of any informality in the proposals received.

Bidders are required to comply with N.J.S.A. 34:11-56.25 regulating wages on public works, and with the Equal Employment Opportunities Act. Bidders are required to comply with the requirements of P.L. 1975, c.127 (NJAC 17:27)(Affirmative Action) and of P.O. 1963.c.150 (Prevailing Wage) and Americans with Disabilities Act of 1990 (42 U.S.C. 12161, et seq.).

Proposals shall be addressed to the Counsel of the Mayor and Council of the City of Hoboken, enclosed in a plain, sealed, envelope addressed to said Council and endorsed:

BID NO. 05-11: Traffic Signal Improvements to the Intersection of River Street and Hudson Place

Bidders must comply with the Nuclear Free Hoboken Ordinance.

By order of the Counsel of the Mayor and Council of the City of Hoboken.

JAMES J. FARINA, City Clerk
CITY OF HOBOKEN
RESOLUTION NO.

THIS RESOLUTION APPROVES A TWO (2) YEAR CONTRACT FOR VISION PLAN SERVICES.

WHEREAS, there exists a need for a Vision Plan Service for the City employees of Hoboken for the provision of a group vision service plan, and

WHEREAS, the Interim Business Administrator, Richard England, has recommended that the City of Hoboken, continue to make such vision plan service available to its employees in accordance with the existing personnel policies and collective bargaining agreements; and

WHEREAS, the Interim Business Administrator, Richard England, has recommended that the City of Hoboken enter into a two (2) year contract with Vision Service Plan, beginning January 1, 2005 and terminating December 31, 2005; and

WHEREAS, the total amount proposed by Vision Service Plan, for the first year of the contract is equal to their existing charges; and
WHEREAS, the total amount of the first year of the contract with Vision Service Plan, for a Group Vision Service Plan is not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) allows the award of contracts for insurance without competitive bidding and the contract itself must be made available for public inspection; and

WHEREAS, the Acting Chief Financial Officer certifies that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken as follows that a contract for Prescription Plan Service is awarded to Vision Service Plan, for a Group Vision Service Plan that is not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00).

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to execute and attest an Agreement with Vision Service Plan, commencing January 1, 2005 through December 31, 2005, the form of said agreements to be approved by Corporation Counsel.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance with N.J.S.A. 40A:11-1 et seq.

Meeting of: 1 December 2004

APPROVED: ___________________________ APPROVED AS TO FORM: ___________________________

Richard England, Interim Business Admin Joseph Sherman, Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO.

THIS RESOLUTION APPROVES A TWO (2) YEAR CONTRACT FOR PRESCRIPTION PLAN SERVICES.

WHEREAS, there exists a need for a group Prescription Plan Service for the City employees of Hoboken for the provision of a group prescription plan, and

WHEREAS, the Interim Business Administrator, Richard England, has recommended that the City of Hoboken, continue to make such group prescription plan service available to its employees in accordance with the existing personnel policies and collective bargaining agreements; and

WHEREAS, the Interim Business Administrator, Richard England, has recommended that the City of Hoboken enter into a two (2) year contract with MaxorPlus, Ltd., beginning November 1, 2004 and terminating October 31, 2006; and

WHEREAS, the total amount proposed by MaxorPlus, Ltd., for the first year of the contract is lower than the proposals of other carriers solicited; and

WHEREAS, the total amount of the first year of the contract with MaxorPlus, Ltd., for a Group Prescription Plan Service is not to exceed Three Million Ninety-Eight Thousand Dollars ($3,800,000.00); and

WHEREAS, the proposed contract provides for an annual adjustment of the rates
to reflect the effects of drug inflation, change in client age, sex demographics, utilization trends and new drug availability in the market place; the second year contract cost will be determined and encumbered at a later date for the November 1, 2005 to October 31, 2006 period; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) allows the award of contracts for insurance without competitive bidding and the contract itself must be made available for public inspection; and

WHEREAS, the Acting Chief Financial Officer certifies that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken as follows that a contract for Prescription Plan Service is awarded to MaxorPlus, Ltd., for a Group Prescription Plan Service is not to exceed Three Million Eight Hundred Thousand ($3,800,000.00).

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to execute and attest an Agreement with MaxorPlus, Ltd., commencing November 1, 2004 through October 31, 2005, the form of said agreements to be approved by Corporation Counsel.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance with N.J.S.A. 40A:11-1 et seq.

Meeting of: 1 December 2004

APPROVED:  

APPROVED AS TO FORM:

____________________________________        ______________________________________
Richard England, Interim Business Admin       Joseph Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH THE ASSOCIATED HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL AND SUPERVISORY SERVICES

WHEREAS, the City of Hoboken recognizes the need to curb and/or control unattended animals roaming throughout the municipality so as to ensure that the safety and health of its residents is not jeopardized, and;

WHEREAS, the City of Hoboken seeks to protect lost and/or abandoned and/or stray animals from harmful urban elements, and strives to ensure that these animals will be given proper medical and humane care, and;

WHEREAS, it is the intention of the City of Hoboken to regulate the population and safety of these unattended animals.

NOW THEREFORE, BE IT RESOLVED:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution is effective immediately.

4. That the City of Hoboken is authorized to enter an Agreement for extraordinary unspecified services with the Associated Humane Society for a period of one (1) year, commencing on the date the Agreement is executed. The Associated Humane Society shall provide all animal services to the City pursuant to the terms of the aforementioned Agreement. The Chief Financial Officer hereby certifies that sufficient funds are available within the budget to effectuate this Agreement.

Approved:                  Approved As To Form:
_________________________                      _______________________
Carmelo Garcia, Director             Joseph S. Sherma
Human Services                      Corporation Counsel

Meeting:  May 18, 2005
AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 141 OF
THE ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN ENTITLED
PARKING PERMITS, ADOPTED DECEMBER 19, 1990 AS ORDINANCE
#118.

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES
HEREBY ORDAIN AS FOLLOWS: (Harrison Street)

ARTICLE I
Resident, Visitor and Business Parking

141-1 Resident Parking Program

Section 1: The following location described is hereby amended to delete
Resident Permit Parking Only.

<table>
<thead>
<tr>
<th>NAME OF STREET</th>
<th>SIDE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harrison Street</td>
<td>West</td>
<td>Beginning at the northerly curbline of Observer Highway and extending to the southerly curbline of Newark Street.</td>
</tr>
</tbody>
</table>

Section 2: All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 3: This ordinance shall be a part of the Hoboken code as though codified and fully set forth therein. The city clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code.

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

______________________
Mayor

______________________
City Clerk
Approved as to legal form
Corporation Counsel

Meeting Date: May 18, 2005
CITY OF HOBOKEN
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE REFUND
OF TAX OVERPAYMENTS/INTEREST

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order of the following taxpayer in the sum opposite their respective name, totaling $133,344.56 representing overpayment of taxes:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley National Bk</td>
<td>178\12.1\C003D</td>
<td>235 Park Avenue</td>
<td>$1,238.16</td>
</tr>
<tr>
<td>1460 Valley Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wayne, N. J.</td>
<td>07470</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christopher Ariens</td>
<td>75\8\C007A</td>
<td>619-21 Monroe St.</td>
<td>$1,305.85</td>
</tr>
<tr>
<td>621 Monroe St</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment 7A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.</td>
<td>07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wells Fargo Mortg.</td>
<td>40\30\C0001</td>
<td>450 2nd St.</td>
<td>$1,414.33</td>
</tr>
<tr>
<td>.1 Home Campus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Des Moines, IA</td>
<td>50328-0001</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: J. Berdine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Wells Fargo Mortgage</td>
<td>40\30\C0001</td>
<td>450 2&lt;sup&gt;nd&lt;/sup&gt; St.</td>
<td>$1,457.58</td>
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<tr>
<td>Des Moines, IA 50328-0001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: J. Berdine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nesrin Kilic</td>
<td>208\24</td>
<td>932 Washington St.</td>
<td>$2,814.00</td>
</tr>
<tr>
<td>15 Warren Street</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Jersey City, N. J. 07302</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mortgage Service Ctr.</td>
<td>214\9</td>
<td>321 Washington St.</td>
<td>$4,426.61</td>
</tr>
<tr>
<td>95 Methodist Hill Drive</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Suite 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rochester, N. Y. 14623</td>
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<td></td>
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<tr>
<td>PHH Mortgage</td>
<td>200\33.1\C002B</td>
<td>102-04 Washington St.</td>
<td>$1,273.53</td>
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<tr>
<td>4001 Leadenhall Road</td>
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<tr>
<td>Mt. Laurel, N. J. 08054</td>
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<tr>
<td>First American Tax Service</td>
<td>166\12\C005A</td>
<td>325-27 Willow Ave.</td>
<td>$3,543.53</td>
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<tr>
<td>8435 Stemmons Frwy.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9&lt;sup&gt;th&lt;/sup&gt; Floor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas, Texas 75247</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carly S. Mentik %</td>
<td>1\15\C004A</td>
<td>76-84 Park Ave.</td>
<td>$1,004.13</td>
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<tr>
<td>Realty Express</td>
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<tr>
<td>210 Washington St.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase Home Finance</td>
<td>189\2.3\C0002</td>
<td>162 2&lt;sup&gt;nd&lt;/sup&gt; St.</td>
<td>$ 619.08</td>
</tr>
<tr>
<td>3415 Vision Drive</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Columbus, Ohio 43219-6009</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Columbia Bank</td>
<td>193\50</td>
<td>154 6&lt;sup&gt;th&lt;/sup&gt; St.</td>
<td>$1,626.50</td>
</tr>
<tr>
<td>19-01 Route 208</td>
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<tr>
<td>Fair Lawn, N. J. 07410</td>
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<td></td>
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<tr>
<td>Wells Fargo Mortgage</td>
<td>251\18\C005A</td>
<td>1320 Bloomfield St.</td>
<td>$1,809.90</td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>MAC x2509-02C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Des Moines, IA 50328-001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------</td>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Wells Fargo Home Mortg.</td>
<td>77/6/C0P-1</td>
<td>609-13 Jefferson St.</td>
<td>$1,407.70</td>
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<tr>
<td>Des Moines, IA 50328-001</td>
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<td></td>
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<tr>
<td>Wells Fargo Home Mortg.</td>
<td>82/11/C0206</td>
<td>721-33 Monroe St.</td>
<td>$8,645.10</td>
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</tr>
<tr>
<td>Des Moines, IA 50328-0001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Greenberg &amp; A. Tatti</td>
<td>21/1/C003J</td>
<td>300-06 Newark St.</td>
<td>$2,493.79</td>
</tr>
<tr>
<td>300 Newark St. Apt 3J</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J &amp; J Washington LLC</td>
<td>18/1</td>
<td>464 Newark St.</td>
<td>$99,154.24</td>
</tr>
<tr>
<td>54 Newark Street</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bagru Drishti</td>
<td>205/33</td>
<td>622 Washington St.</td>
<td>$ 110.53</td>
</tr>
<tr>
<td>622 Washington Street</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meeting: May 18, 2005

Approved as to Form:

CORPORATION COUNSEL

Louis P. Picardo

Page Three of Three
WHEREAS, the REMI COMPANIES has received permits from the City of Hoboken to build on the property located at 600-632 Jackson Street, and

WHEREAS, current construction and clean up work may cause a safety hazard to persons and property in the immediate vicinity; and

WHEREAS, REMI COMPANIES has requested that the west side of Jackson Street be fenced in and used as a staging area for construction vehicles to unload materials; and

WHEREAS, REMI COMPANIES has requested that as an added safety measure the City of Hoboken prohibit parking on the following streets,

(A) Jackson Street, both side beginning at the northerly curbl ine of 6th Street and extending to the southerly curb line of 7th Street.

(B) Sixth Street, north side beginning at the westerly curb line of Jackson Street and extending to the easterly curb line of Harrison Street.

NOW THEREFORE BT RESOLVED, that parking is hereby prohibited, including private vehicles by the employees or agents of the contractor within the above designated construction zone, Monday through Friday. For the hours of 7:00 A.M. to 6:00 P.M. This resolution will be effective on Monday May 23, 2005 and will terminate Friday November 25, 2005. This resolution may be subject to renewal for additional time if construction activity so requires; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to the Division of Signal & Traffic for immediate implementation for any necessary public notices and signage. The Signal and Traffic Division prepare the necessary traffic regulations.

Mayor

Approved as to legal form
Corporation Counsel

City Clerk

Meeting Date: May 18, 2005
CITY OF HOBOKEN

RESOLUTION NO. ____

RESOLUTION TO CERTIFY THE GOVERNING BODY HAS REVIEWED THE GENERAL COMMENT & RECOMMENDATION SECTION OF THE AUDIT REPORT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the fiscal year ended June 30, 2003 has been filed by a Registered Municipal Account with the City Clerk as per the requirements of N.J.S.A. 405-6, and a copy has been received by each member of the government body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments

Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

As evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirement of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and
WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the City of Hoboken, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Approved:                        Approved as to form:

Robert, K. Drasheff,             Joseph S. Sherman,
Business Administrator           Corporation Counsel

Date of Meeting:  April 7, 2004
CITY OF HOBOKEK
RESOLUTION NO.__________________

RESOLUTION AUTHORIZING THE CANCELLATION OF CERTIFICATE OF SALE #93-280

WHEREAS, lien #93-280 was placed on 415 Madison Street for unpaid sewage,

WHEREAS, North Hudson Sewage Authority has notified the Tax Collector this lien was issued in error. (see attached)

WHEREAS, Tax Collector requests the City Council to authorize the Cancellation of Certificate # 93-280

Meeting: May 18, 2005

Approved as to form:

_______________________________
CORPORATION COUNSEL

Louis P. Picardo

Page One of One
CITY OF HOBOKEN

RESOLUTION NO. ___

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN THE STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

WHEREAS, The City of Hoboken wishes to apply for funding for a project under the state and Local Law Enforcement Assistance Formula Grant Program; and

WHEREAS, the City of Hoboken has reviewed the accompanying application which is attached hereto and is incorporated by reference and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the City of Hoboken for the purpose described in the application.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. As a matter of public policy the City of Hoboken wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
3. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.
4. The Attorney General will receive funds on behalf of the applicant.
5. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
6. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Richard England, Business Administrator
NEW JERSEY
STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

Hoboken City Council held on the

____________________ day of __________________________, 200__ and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this ___________________ day of _____________________, 200___

SEAL

_______________________________  (SIGNATURE OF CERTIFYING OFFICER)

James J. Farina
City Clerk

Grant # DE-16-S6-03  (TITLE OF CERTIFYING OFFICER)
CITY OF HOBOKEN

RESOLUTION NO. __________

A RESOLUTION APPROVING PARTICIPATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY.

WHEREAS, the City of Hoboken is interested in participating with the N.J. Division of Highway Traffic Safety and supporting their Click It or Ticket Seat Belt Campaign, and

WHEREAS, there were 42,643 motor vehicle fatalities in the United States in 2003 and 747 motor vehicle fatalities in New Jersey in 2003, and

WHEREAS, use of a safety belt remains the most effective way to avoid death or serious injury in a motor vehicle crash, and

WHEREAS, the Division of Highway Traffic Safety estimates that more than 2,000 lives have been saved by safety belt use in New Jersey since 1985, and

WHEREAS, the State of New Jersey will participate in the nationwide Click It or Ticket Safety Belt Mobilization from May 23 - June 5, 2005 in an effort to raise awareness and increase safety belt usage through a combination of enforcement and education, and

WHEREAS, the Division of Highway Traffic Safety has set a goal of increasing the safety belt usage rate in the state from the current level of 82% to 84%, and

WHEREAS, a further increase in safety belt usage in New Jersey will save lives on our roadways;

NOW, THEREFORE, BE IT RESOLVED, by the Hoboken City Council that;
1) The Mayor or his designee is authorized to execute the above reference grant application, and all other documents to fulfill the intent of the application.

2) As a matter of public policy, the City of Hoboken wishes to participate to the fullest extent possible with the Click It or Ticket Safety Belt Mobilization both locally and nationally from May 23 - June 5, 2005 and pledges to increase awareness of the mobilization and the benefits of safety belt use.

Approved as to Form:

_________________________________
Joseph S. Sherman, Corporation Counsel

_________________________________
Richard England, Business Administrator
CITY OF HOBOKEN
RESOLUTION NO._____________________

RESOLUTION AUTHORIZING THE REFUND OF TAX
OVERPAYMENTS\INTEREST RECEIVED BY THE CITY OF HOBOKEN
TAX APPEALS WERE FILED AND STATE TAX COURT GRANTS
REFUND

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

WHEREAS, tax appeal was filed by the property owners: and

WHEREAS, State Tax Court recommends a settlement in this matter, now,
therefore, be it

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the
taxpayer appearing on the attached list totaling $10,159.36

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Marcin &amp; Daniel G. Keough, Esq.</td>
<td>262.3\1\C0409</td>
<td>2 Constitution Court</td>
<td>$ 611.04</td>
</tr>
<tr>
<td>783 Springfield Avenue Summit, N. J.  07901-2332</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page One of Two
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>511 Jackson St. LLC &amp; Daniel G. Keough, Esq. 783 Springfield Avenue Summit, N. J. 07901-2332</td>
<td>66\6</td>
<td>511 Jackson St.</td>
<td>$482.40</td>
</tr>
<tr>
<td>Chris Clark &amp; Daniel G. Keough, Esq. 783 Springfield Avenue Summit, N. J. 07901-2332</td>
<td>48\11\C0004</td>
<td>321 Monroe St.</td>
<td>$1,061.28</td>
</tr>
<tr>
<td>First 303 LLC &amp; Daniel G. Keough, Esq. 783 Springfield Avenue Summit, N. J. 07901-2332</td>
<td>21\10</td>
<td>303 1st Street</td>
<td>$4,346.43</td>
</tr>
<tr>
<td>Metro West Homes Corp. &amp; Daniel G. Keough, Esq. 783 Springfield Avenue Summit, N. J. 07901-2332</td>
<td>75\6</td>
<td>615 Monroe St.</td>
<td>$3,658.21</td>
</tr>
</tbody>
</table>

Meeting: May 18, 2005

Approved as to form:

CORPORATION COUNSEL

Louis P. Picardo

Page Two of Two
City of Hoboken  
Resolution No. __________

OPPOSING CHANGES TO THE UNITED STATES TAX CODE WHICH WOULD ELIMINATE OR REDUCE TAX INCENTIVES TO DONORS OF HISTORIC PRESERVATION AND CONSERVATION EASEMENTS

WHEREAS, the non-partisan United States Congressional Joint Committee on Taxation has recently issued a report recommending that Congress eliminate income tax breaks to land owners who donate historic preservation and conservation easements to charitable organizations; and

WHEREAS, the donation of historic preservation and conservation easements is a valuable tool in preserving historic character and open space resources, and in providing economic benefits to Hoboken and Hudson County; and

WHEREAS, the Committee’s proposed changes in the United States Tax Code would adversely effect the ability of Hoboken and other local governments, historic preservation organizations, and land trusts to encourage the donation of said easements.

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

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

2. This Council joins Mayor David Roberts in opposing any changes to the United States Tax Code which would reduce the tax incentives to donors of historic preservation and conservation easements.

3. It is respectfully requested that the New Jersey delegation to the United States Senate and House of Representatives actively oppose any contemplated changes in the United States Tax Code which would reduce the tax benefit to donors of said easements.
4. The Clerk of the Council shall transmit certified copies of this Resolution to all members of New Jersey’s federal delegation; all members of Hudson County’s state delegation; the Governor of the State of New Jersey, the New Jersey Office of Historic Preservation, the New Jersey Green acres Program, the National Association of Counties, the New Jersey Association of Counties, and the New Jersey League of Municipalities.

5. This Resolution shall take effect immediately.

Approved: ____________________  Approved as to form:________________

Meeting date:  May 18, 2005
CITY OF HOBOKE

RESOLUTION NO. __________

RESOLUTION FOR ZONING FEE REIMBURSEMENT

WHEREAS, an application for approval from the Zoning Department was submitted by SPR. TECHNICAL, INC. for property located at 301 Madison Street, Hoboken, New Jersey; and

WHEREAS, the Zoning Department determined that said approval was not needed and therefore took no action as to the approval of the application;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that the application fee submitted by SPR. TECHNICAL, INC. be reimbursed as follows:

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPR. TECHNICAL, INC.</td>
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<tr>
<td>163 MAGNOLIA AVENUE</td>
<td></td>
</tr>
<tr>
<td>TENAFLY, NJ 07670</td>
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</tr>
</tbody>
</table>

Approved:                   Approved as to form:

Richard England            Joseph S. Sherman
Director of Administration  Corporation Counsel

Date of Meeting: May 18, 2005
ORDINANCE NO. DR- ____

A BOND ORDINANCE AUTHORIZING VARIOUS PROJECTS AND IMPROVEMENT IN, BY AND FOR THE CITY OF HOBOKE, IN THE COUNTY OF HUDSON, NEW JERSEY, APPROPRIATING AN AGGREGATE AMOUNT OF $11,900,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $11,694,000 IN AGGREGATE PRINCIPAL AMOUNT OF BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOBOKE IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY THAT:

SECTION 1: There is hereby authorized, pursuant to the applicable statutes of the State of New Jersey, the projects more fully described in Schedule A annexed hereto and made a part of this bond ordinance, in, by and for the City of Hoboken (the “City”), County of Hudson, State of New Jersey, together with other purposes necessary, appurtenant or incidental thereto or thereof:

SECTION 2: It is hereby determined and declared by this City Council as follows:
A. The estimated aggregate maximum amount of money to be raised from all sources for the purposes stated in Schedule A is $11,900,000; the estimated maximum amount of money to be raised from all sources for each purpose is as set forth in Schedule A.
B. The estimated aggregate maximum amount of bonds or notes to be issued for the purposes stated in Schedule A is $11,694,000; the estimated maximum amount of bonds or notes to be issued for each purpose is as set forth in Schedule A.
C. Appropriations were or are contained in a budget or budgets of the City heretofore adopted in the aggregate sum of $206,000 for the purposes stated in Schedule A; there is now available in said appropriations, said sum of $206,000, which sum is hereby appropriated as a down payment for the purposes stated in Schedule A. The down payments for each of the purposes stated in Schedule A are set forth in Schedule A.

SECTION 3: The sum of $11,900,000, excluding said down payment of $206,000, is hereby appropriated for the purposes stated in Schedule A, all as more fully set forth in Schedule A.

SECTION 4: For the purposes of financing part of the cost of the improvements described in Schedule A, exclusive of said down payment, the issuance of bonds of said City
in an aggregate principal amount not exceeding Eleven Million Four Hundred Thousand Dollars ($11,694,000) is hereby authorized pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The rate or rates of interest, maturities, method of sale and other details of said bonds not determined herein shall be determined by subsequent resolution or resolutions adopted by this City Council pursuant to law.

SECTION 5: Pending the issuance of the bonds authorized in Section 4 hereof, bond anticipation notes of the City may be issued pursuant to said Local Bond Law in an aggregate principal amount not exceeding Eleven Million Four Hundred Thousand Dollars ($11,694,000). Each such bond anticipation note shall be designated “Bond Anticipation Note.” All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City; provided that no note shall mature later than one year from its date. All such bond anticipation notes may be executed in the name of the City by the manual or facsimile signatures of the Mayor and chief financial officer or such other official of the City as may hereafter be designated by resolution or otherwise as provided by law and shall be under the seal of the City and attested by the City Clerk. The notes shall bear interest at such rate or rates and shall be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver such notes to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest, if any, from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the City Council at the meeting next succeeding the date when any sale or delivery of notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser or purchasers thereof.

SECTION 6: It is hereby further determined and declared by this City Council as follows:
(A) The improvements or purposes described in Schedule A are not current expenses; they are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.
(B) The periods of usefulness of the purposes described in Schedule A for which the bonds are hereby authorized to be issued, within the limits prescribed by the Local Bond Law, are as set forth in Schedule A. The weighted average period of usefulness is at least 10 years.
(C) All bonds or notes issued pursuant to this ordinance shall bear interest at a rate not to exceed the maximum rate permitted by law.
(D) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the City Clerk prior to the passage of this ordinance on first reading, and a complete executed duplicate thereof has been filed in the office of the

Πσγε –2–
Director of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to the passage of this ordinance on final reading, and such statement shows that the gross debt of said City, as defined in N.J.S.A. 40A:2-43, is increased by this ordinance of $11,694,000 and that the issuance of the obligations authorized by this ordinance will be within all debt limitations contained in the Local Bond Law.

(E) The aggregate amount of the proceeds of the obligations authorized by this ordinance to be expended for interest on the obligations authorized herein, engineering and inspection costs, legal expenses, and the costs of issuance of the obligations authorized by this ordinance, including printing, advertisement of ordinances and notices of sale and legal expenses, and other expenses as provided in N.J.S.A. 40A:2-20 does not exceed $500,000 as more particularly set forth on Schedule A.

SECTION 7: The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith, and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services are on file with the City Clerk and are available for public inspection.

SECTION 8: In the event that moneys are lawfully received from any source for the purposes provided in this ordinance, such moneys shall be used for the purposes authorized herein and to reduce the amount of bonds or notes authorized to be issued by this ordinance by the amount so received, or if such other moneys are received after the issuance of the bonds or notes authorized by this ordinance, such moneys shall be used solely for the payment of the debt service on said bonds or notes as the same become due and payable.

SECTION 9: The full faith and credit of the City is hereby pledged for the payment of the principal of and interest on all bonds and notes issued pursuant to this ordinance, and as long as such bonds or notes are outstanding there shall be levied in each year ad valorem taxes on all taxable property within said City without limitation as to raise an amount sufficient to pay the principal of and interest on such bonds and notes maturing in said year.

SECTION 10: The City shall comply with all provisions of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder or applicable thereto (the “Code”) applicable to the obligations issued pursuant to this bond ordinance and shall not take any action, or fail to take any action, if any such action or failure to take action would cause interest on the obligations issued pursuant to this bond ordinance to become includable in gross income under Schedule 103 of the Code or cause interest on the obligations issued pursuant to this bond ordinance to be treated as an item of tax preference under Section 57 of the Code. The City shall not directly or indirectly use or permit the use of any proceeds of such obligations or any other funds of the City, or take or omit to take any action, that would cause such obligations to be “arbitrage bonds” within the meaning of Schedule 148(a) of the Code, and will comply with all requirements of Schedule 148 of the Code to the extent applicable to the obligations authorized hereby and all proceeds thereof, including without limitation, restricting the yield on the investment of any moneys and the payment of the rebate amount to the United States in the manner and to the extent necessary to comply with said Schedule 148 of the Code.
(b) The City reasonably expects to reimburse the City’s expenditure of certain costs of the improvements or purposes described in Schedule A of this bond ordinance ("Project Costs") incurred and paid prior to the issuance of any obligations authorized by this bond ordinance with the proceeds of such obligations. This Section is intended to be and hereby is a declaration of the City’s official intent to reimburse any expenditure of Project Costs incurred and paid prior to the issuance of obligations authorized herein with the proceeds of such obligations in accordance with Treasury Regulations Schedule 1.150-2 (e), and no reimbursement allocation will employ an abusive arbitrage device under Treasury Regulations Schedule 1.148-10 to avoid the arbitrage restrictions. The maximum principal amount of obligations expected to be issued pursuant to this bond ordinance to pay Project Costs does not exceed $11,694,000. The Project Costs to be reimbursed with the proceeds of the obligations authorized herein will be “capital expenditures” as defined in Treasury Regulations Schedule 1.150-1(b), costs of issuance for the obligations herein authorized or an expenditure described in Treasury Regulations Schedule 1.148-6(d)(3)(ii)(B). The allocation of proceeds of the obligations issued pursuant to this bond ordinance to reimburse Project Costs incurred prior to the issuance of such obligations shall be effected no later than 18 months after the later of the date the Project Costs are paid or the date the improvements are placed in service or abandoned, but in no event more than 3 years after the original Project Costs to be reimbursed are paid.

SECTION 11: This ordinance shall take effect twenty days after the first publication hereof after final adoption, in the manner provided by law.

______________________________
David Roberts, Mayor

Approved as to form:

Joseph S. Sherman, Corp. Counsel  James Farina, City Clerk

SCHEDULE A

1. Acquisition of Land for Open Public Space
   Appropriation and Estimated Cost $ 7,000,000
   Maximum Amount of Bonds or Notes Authorized $ 6,900,000
   Down Payment $ 100,000
   Other Expenses Specified in N.J.S.A. 40A:2-20 $ 690,000
   Average Period of Usefulness 30 Years

2. Improvements to Public Buildings & Parks (See Schedule B)
   Appropriation and Estimated Cost $ 3,300,000
   Maximum Amount of Bonds or Notes Authorized $ 3,244,000
Down Payment: $56,000
Other Expenses Specified in N.J.S.A. 40A:2-20: $324,400
Average Period of Usefulness: 20 Years

3. Acquisition of Equipment and Vehicles (See Schedule C)
   Appropriation and Estimated Cost: $1,100,000
   Maximum Amount of Bonds or Notes Authorized: $1,050,000
   Down Payment: $50,000
   Other Expenses Specified in N.J.S.A. 40A:2-20: $105,000
   Average Period of Usefulness: 10 Years

SCHEDULE B

1. Fire Houses
   1. Observer Highway: $250,000
   2. 201 Jefferson Street: $400,000
   3. 801 Clinton Street: $250,000
   4. 1313 Washington Street: $50,000
      Total: $950,000

2. Police Headquarters (106 Hudson Street): $1,000,000

3. Multi-Service Center (124 Grand Street): $170,000
4. Public Library (500 Park Avenue) $ 250,000
5. City Hall (94 Washington Street) $ 750,000
6. Multiple Parks $ 180,000

Grand Total $3,300,000

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**SCHEDULE C**

1. Vehicles and Equipment
   1. 31 Yard Garbage Truck $ 150,000
   2. Street Sweeper $ 100,000
   3. Cushman Scooters (2) $ 50,000
   4. Van (2) (Buildings/Recreation) $ 40,000
   5. Pick-up Truck (2) $ 50,000
   6. Small Truck (Sanitation Inspector) $ 20,000
   7. Replace Body on 31 yard Truck (2) $ 110,000
   8. Convert Vacuum Truck to Roll-off $ 30,000
   9. Mobile Stage $ 35,000
   10. Car (2) (Construction/Health) $ 50,000

Total $ 650,000
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<th>Computer Equipment/Software</th>
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CITY OF HOBOKEN
RESOLUTION NO. ____________

THIS RESOLUTION RATIFIES THE ACTION OF THE ADMINISTRATION IN THE PUBLIC AUCTION OF ABANDONED VEHICLES HELD ON 15 JULY 2005

WHEREAS, pursuant to the resolution of the Council of the City of Hoboken, a car auction was held 15 July 2005 in the Court Room in City Hall, and,

WHEREAS, several parties aggressively bid for twenty (20) abandoned vehicles, and

WHEREAS, said these bidders collectively bought these twenty (2) cars for a total of Six Thousand Four Hundred Forty Dollars ($6,440.00). Said payment was deposited in the City Clerk’s Office for disposition in the City bank account, therefore, be it

RESOLVED, that the City Council of Hoboken hereby ratifies and approves said transactions.

MEETING: 17 August 2005

APPROVED: APPROVED AS TO FORM:

Corp. Counsel
CITY OF HOBOKEN
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE REFUND
OF TAX OVERPAYMENTS/INTEREST

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds
be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order
of the following taxpayer in the sum opposite their respective name, totaling $ 22,337.74
representing overpayment of taxes:

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<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
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<tr>
<td>Mindy Mac</td>
<td>42\7\C0002</td>
<td>215-17 Grand St.</td>
<td>$1,951.48</td>
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<tr>
<td>6900 Beatrice Drive</td>
<td></td>
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<tr>
<td>Kalamazoo, Mi. 49009</td>
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<tr>
<td>Brian P. Finney</td>
<td>149\1\C0W3H</td>
<td>400-14 9th St.</td>
<td>$2,108.27</td>
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<td>400 9th Street – Apt. W3H</td>
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<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susan Roderick</td>
<td>173\3\C011A</td>
<td>261 12th Street</td>
<td>$4,953.87</td>
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<tr>
<td>1129 Willow Avenue</td>
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<td></td>
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<tr>
<td>Apt.11A</td>
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<td>Hoboken, N. J. 07030</td>
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Page One of Two
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<thead>
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<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
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<td>Andrew &amp; Wendy Hersh</td>
<td>18\4\C002M</td>
<td>70 Adams St.</td>
<td>$1,792.92</td>
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<td>70 Adams St. #2M</td>
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<td>1012 Summit Ave Realty LLC</td>
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<td>501-07 Jackson St.</td>
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<td>838 Green Street</td>
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<td>Iselin, N. J. 08830</td>
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<td>Wells Fargo Home Mort.</td>
<td>28\24</td>
<td>122 Madison St.</td>
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<td>1 Home Campus</td>
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<td>Mac x2509-02C</td>
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<td>Des Moines, IA 50328-001</td>
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<td>First American Tax Serv.</td>
<td>16\42.1</td>
<td>550-52 Observer Hwy.</td>
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<td>1201 Elm Street #300</td>
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<td>Dallas, Texas 75270</td>
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<td>Merrick Slater</td>
<td>25\1\C006C</td>
<td>700 First St.</td>
<td>$1,376.45</td>
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<tr>
<td>Seongmin Hong</td>
<td>91\1.2\C0501</td>
<td>812 Grand St.</td>
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<tr>
<td>Frank &amp; Teresa Stanco</td>
<td>25\1\008E</td>
<td>700 First St.</td>
<td>$3,703.91</td>
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<td>700 First St. - #8E</td>
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Meeting: August 17, 2005

Approved as to Form:

CORPORATION COUNSEL

Louis P. Picardo
WHEREAS, the maximum rate permitted is eight (8%) per annum on the first One Thousand Five Hundred ($1,500.00) Dollars of any delinquency and eighteen (18%) percent per annum on any amount in excess of One Thousand Five Hundred ($1,500.00) Dollars, said amount to be calculated from the date the tax was payable to the date that actual payment to the lien holder will be next authorized; now, therefore, be it –

RESOLVED, that in accordance with Chapter 435 Laws of New Jersey 1979 (R.S. 54:4-67) the rate of interest shall be chargeable for non-payment of taxes and assessments on real property in the City of Hoboken on or before the date when they would become delinquent; and, be it further –

RESOLVED, that the rate of interest for the non-payment of taxes and assessments on real property in the said City of Hoboken, on or before the date when they would become delinquent, shall be eight (8%) percent per annum on the first One Thousand Five Hundred ($1,500.00) Dollars of the delinquency and Eighteen (18%) percent per annum on any amount thereof in excess of said $1,500.00, provided, however, that no interest shall be charged if payment of any installment is made with ten (10) days after the date upon which the same became payable. Installs of taxes or assessments received after the expiration of the grace period herein granted shall bear interest from the due date of the installments; and be it further –

RESOLVED, that the City shall impose a penalty of 6% of the amount if any delinquency charged to a taxpayer with a delinquency in excess of $10,000. who fails to pay that delinquency prior to the end of the fiscal year. If such taxes are fully paid and satisfied by the holder of an outstanding tax sale certificate, the holder shall be entitled to receive the amount of the penalty as part of the amount required to redeem such certificate of sale; and, be it further –

RESOLVED, that the provisions of this resolution shall be effective with respect to all payments of taxes and assessments and interest upon the delinquent installments thereon, which shall be assessed from the date of this resolution; and, be it further –

RESOLVED, that any resolution heretofore adopted with respect to the payments of interest by reason of the non-payment of delinquent installments upon taxes and assessments inconsistent herewith is rescinded

Date of Meeting: August 17, 2005

Approved as to form:

CORPORATION COUNSEL

Louis P. Picardo
RESOLUTION NO. ________________

CITY OF HOBOKEN
AFFirmING APPOINTMENT OF DIRECTOR OF BUSINESS ADMINISTRATION

WHEREAS, N.J.S.A. 40A:9-136 authorizes the municipality to create the position of the Business Administrator; and

WHEREAS, the Code for the City of Hoboken § 4-5 et seq. created the position of the Business Administrator in the city of Hoboken; and

WHEREAS, N.J.S.A. 40A:9-136 provides that the Business Administrator’s term of office shall be at the pleasure of the governing body;

WHEREAS, the Code for the City of Hoboken § 4-5 et seq. also proves that the term of office of the Business Administrator shall at the pleasure of the governing body,

NOW, THEREFORE, BE IT AND HEREBY RESOLVED by the Mayor and the Council of the City of Hoboken that to N.J.S.A. 40A:9-136 and the Code of the City of Hoboken, § 4-5 et seq effective July 1, 2005, Richard England is appointed as the Business Administrator for the City of Hoboken, and

BE IT FURTHER RESOLVED, that Richard F. England is to be compensated at a base salary of one hundred seventeen thousand five hundred ninety (117,590.00) dollars per annum.

APPROVED TO FORM:

Joseph S. Sherman, Corporation Counsel        Richard England, Business Administrator

Date of Meeting: August 17, 2005
RESOLUTION NO. ____________________

CITY OF HOBOKEN
AFFIRMING APPOINTMENT OF
CORPORATION COUNSEL

WHEREAS, the Code for the City of Hoboken establishes the Office of Corporation Counsel, pursuant to the Code of the city of Hoboken, § 54-32 et seq.; and

WHEREAS, Mayor David Roberts hereby appoints Joseph S. Sherman, Esq. Corporation Counsel, pursuant to N.J.S.A. 40A:9-139 and Code of the City of Hoboken, § 54-32 et seq, retroactive to July 1, 2005, and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT AND HEREBY RESOLVED that the Council of the City of Hoboken hereby concurs in the appointment of Joseph S. Sherman, Esq. to the Office of Corporation Counsel, pursuant to N.J.S.A. 40A:9-139 and the Code of the City of Hoboken, § 54-32 et seq, and

BE IT FURTHER RESOLVED, that Joseph S. Sherman Esq. Is to be compensated at a base salary of one hundred thirteen thousand, twenty three ($113,023.00) dollars per annum.

APPROVED AS TO FORM:

_________________________________  _______________________________________
Joseph S. Sherman, Corporation Counsel  Richard England, Business Administrator

Date of Meeting:  August 17, 2005
RESOLUTION NO. ______________________

CITY OF HOBOKEN
AFFIRMING APPOINTMENT OF DIRECTOR OF ENVIRONMENTAL SERVICES

WHEREAS, the Code for the City of Hoboken establishes the Department of Environmental Services, pursuant to the Code of the city of Hoboken, § 58-1 et seq.; and

WHEREAS, Mayor David Roberts hereby appoints Joseph Peluso as the Director of Environmental Services, pursuant to the Code of the City of Hoboken, § 58-1 et seq, retroactive to July 1, 2005; and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT AND HEREBY RESOLVED that the Council of the City of Hoboken hereby concurs in the appointment of Joseph Peluso as Director of Environmental Services, pursuant to the Code of the City of Hoboken, § 58-1 et seq, and

BE IT FURTHER RESOLVED, that Joseph Peluso is to be compensated at a base salary of eighty nine thousand three hundred six ($89,306.00) dollars per annum.

APPROVED AS TO FORM:

Joseph S. Sherman, Corporation Counsel

Richard England, Business Administrator

Date of Meeting: August 17, 2005
RESOLUTION NO. ______________________

CITY OF HOBOKEN
AFFIRMING APPOINTMENT OF
DIRECTOR OF HUMAN SERVICES

WHEREAS, the Code for the City of Hoboken establishes the Offices of Department of Human Services, pursuant to the Code of the City of Hoboken, § 39-1 et seq.; and

WHEREAS, Mayor David Roberts hereby appoints Carmelo Garcia as the Director of Human Services, pursuant to Code of the City of Hoboken, § 39-1 et seq, and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT AND HEREBY RESOLVED that the Council of the City of Hoboken hereby concurs in the appointment of Carmelo Garcia as Director of Human Services, pursuant to the Code of the City of Hoboken, § 39-1 et seq, and

BE IT FURTHER RESOLVED, that Carmelo Garcia is to be compensated at a base salary of eighty nine thousand three hundred six ($89,306.00) dollars per annum.

APPROVED AS TO FORM:

____________________  ______________________
Joseph S. Sherman, Corporation Counsel   Richard England, Business Administrator

Date of Meeting: August 17, 2005
RESOLUTION BY THE HOBOoken CITY COUNCIL IN SUPPORT OF THE “NEW JERSEY SMOKE-FREE AIR ACT”

WHEREAS, tobacco is the leading cause of preventable disease and death in the State and Nation; and

WHEREAS, tobacco smoke constitutes a substantial health hazard to the nonsmoking majority of the public; and

WHEREAS, the separation of smoking and non-smoking areas in indoor public places and work places does not eliminate the hazard to non-smokers if these areas share and common ventilation system; and

WHEREAS, secondary smoke is estimated to kill 53,000 people per year; and

WHEREAS, there is pending legislation before the New Jersey Legislature entitled the “New Jersey Smoke-Free Air Act”, A.3975 and S.1926, which would prohibit smoking in indoor public places and work places and provide temporary reduced sales tax rates for certain retail liquor licensees; and

WHEREAS, the Mayor and Hoboken City council urges the New Jersey State Legislature to act quickly in passing the “New Jersey Smoke Free Air Act” and the Hoboken City Council further resolves to seek to enact a local ordinance if State Legislation is no enacted by January 1, 2006; and

WHEREAS, the Hoboken City Clerk is, upon passage of this resolution, directed to forward certified copies of this resolution to the Governor, Secretary of State, Senator Kenny, Assemblyman Stack ad Assemblyman Sires.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, county of Hudson and State of New Jersey that:

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and realize the interest and purpose of this resolution;
3. This Resolution shall be in effect immediately.

Approved as to Form: ___________________________  Approved: ___________________________

Richard England, Interim Business Administrator  Joseph S. Sherman
Corporation Counsel

Date of Meeting: July 20, 2005
Introduced by: 
Seconded by: 
RESOLVED, that the City Council approves and affirms the action of the Tax Collector in establishing a grace period for the payment of Third Quarter taxes terminating on September 12, 2005 and establishing a grace period for the payment of Fourth Quarter taxes terminating on November 10, 2005 and be it further

RESOLVED, that in the event payment is not made on or before the due date enumerated above, then interest shall be calculated from the initial date of August 1, 2005 for Third Quarter taxes and November 1, 2005 for Fourth Quarter taxes.

Meeting: August 17, 2005

Approved as to form:

______________________________
CORPORATION COUNSEL

______________________________
Louis P. Picardo
RESOLUTION APPROVING THE APPRAISAL OF IZENBERG APPRAISAL ASSOCIATES OF THE PROPERTY LOCATED AT 1100 - 1110 JEFFERSON STREET, HOBOKEN, NEW JERSEY AND AUTHORIZING AN OFFER BE MADE TO PURCHASE THAT PROPERTY FOR REDEVELOPMENT IN ACCORDANCE WITH THE NORTHWEST REDEVELOPMENT PLAN

WHEREAS, by Ordinance Number DR-192 dated April 21, 2005, the City Council of the City of Hoboken (“City Council”) authorized the acquisition by purchase or condemnation of the real property located at 1100 – 1110 Jefferson Street, Hoboken, New Jersey (“Subject Property”), for redevelopment in accordance with the Northwest Redevelopment Plan; and

WHEREAS, the City Council retained the services of Izenberg Appraisal Associates (“Izenberg”) to appraise the Subject Property’s fair market value; and

WHEREAS, the property was last inspected by Izenberg on June 29, 2005; and

WHEREAS, Izenberg prepared an appraisal report dated June 30, 2005, wherein it is opined that the fair market value of the Subject Property as set forth therein is $2,060,000.00 as if clean or remediated; and

WHEREAS, the City Council has been provided a copy of the Izenberg report, a copy of which is annexed hereto as Exhibit A; and

WHEREAS, the City Council has considered the contents of the Izenberg appraisal report;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby approves the Izenberg appraisal report dated June 30, 2005; and

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Council hereby authorizes special condemnation counsel, Carlin and Ward, P.C. to make an offer to the Subject Property’s owner of record in the full amount of the Izenberg appraisal report, $2,060,000.00 assuming the subject property were clean or remediated; and;
NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City’s offer reserve for the City any and all rights the City has or may have to recover all costs of remediation and/or cleanup of contamination and/or removal of solid waste and/or sanitary landfill closure that the City or its successors may incur in the future by reason of conditions which were in existence as of or prior to the date of vesting of title in the City. The City’s offer shall further reserve the right to seek, at the City’s sole discretion, any and all available legal, administrative and equitable remedies to compel the Owner of Record or any other responsible party to remediate and/or clean up the property in accordance with applicable state and federal statutory and regulatory provisions or to remove solid waste or carry out closure of a sanitary landfill if located on the subject property. Pursuant to N.J.S.A. 58:10-23.11g(d)(4), the City will not assume liability for the cleanup and removal costs of any discharge which occurred or began prior to the City’s ownership or use of the property.

______________________________
JAMES J. FARINA, City Clerk

Dated: August 17, 2005

Approved  _____
Rejected  _____
CITY OF HOBOKEN
RESOLUTION NO._____________________

RESOLUTION AUTHORIZING THE REFUND OF TAX
OVERPAYMENTS\INTEREST RECEIVED BY THE CITY OF HOBOKEN
TAX APPEALS WERE FILED AND STATE TAX COURT GRANTS
REFUND

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

WHEREAS, tax appeal was filed by the property owners: and

WHEREAS, State Tax Court recommends a settlement in this matter, now,
therefore, be it

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the
taxpayer appearing on the attached list totaling $28,594.36

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinton 1015 &amp;</td>
<td>162\2</td>
<td>1015-19 Clinton St.</td>
<td>$2,705.00</td>
</tr>
<tr>
<td>Avrom J. Gold, Esq.</td>
<td></td>
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<tr>
<td>155 Prospect Avenue</td>
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<tr>
<td>West Orange, N. J.</td>
<td>07052</td>
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Page One of Two
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<tr>
<td>Metro West Home Corp.</td>
<td>77\3</td>
<td>605 Jefferson St.</td>
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<td>Avrom J. Gold Esq.</td>
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<tr>
<td>West Orange, N. J. 07052</td>
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<tr>
<td>Nashel &amp; Nashel Trust Account</td>
<td>206\43</td>
<td>700 Washington St.</td>
<td>$1,485.45</td>
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<td>Nashel &amp; Nashel, LLC</td>
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<td>415 Sixtieth Street</td>
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<td>West New York, N. Y. 07093</td>
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<td>Savard Reality Corporation</td>
<td>114\18</td>
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<td>$21,365.60</td>
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<td>% N. J. Casket</td>
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<td></td>
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<tr>
<td>P. O. Box 3307</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
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<td>Ronald Fischer</td>
<td>170\32\C0001</td>
<td>816 Park Ave.</td>
<td>$320.82</td>
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<tr>
<td>P. O. Box 1264</td>
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<tr>
<td>Madison, N. J. 07940</td>
<td></td>
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</tr>
</tbody>
</table>

Meeting: August 17, 2005

Approved as to form:

CORPORATION COUNSEL

Louis P. Picardo

Page Two of Two
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 155 “RENT CONTROL”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 155, Rent control Ordinance; and

WHEREAS, listed below are the specific amendments:

1. Section 155-1, Definitions, shall be amended as follows:

   Full Disclosure Statement – The statement a landlord and/or his agent shall be required to sign and deliver to each tenant by certified mail the tenancy, identifying the name and address of the landlord and his or her agent, if any; identifying the name, address and telephone number of the superintendent, if any; a statement generally advising the tenant that the City has adopted a Rent Control ordinance; and notification of the two-year period of limitations for filing an application for a rent rebate. As an alternative to certified mail, the tenant may sign a document acknowledging receipt of the full disclosure statement; a copy of this statement shall also be filed with the Rent Control office.

   Section 155-1.1 Rebate Limitation, shall be amended as follows:

   Notwithstanding the provisions in Section 155-4 of this Chapter, a determination of the Division Chief of the Rent Leveling & Stabilization office, of the legal rent for an apartment will not result in a credit or refund of any rents previously overpaid by a Tenant, if the following has occurred:

   A. The Landlord has served the Tenant with a full Disclosure Statement, as defined in Section 155-1 which fully sets forth the Tenant’s right to request a legal rent calculation and to secure a rebate of any overpaid rents; and

   B. The Tenant had failed to request a legal rent calculation within two years from the receipt of the full Disclosure Statement.

   It will be the burden of the Landlord to demonstrate to the Division Chief of the Rent Leveling & Stabilization office, that a full Disclosure Statement was served and acknowledged by the Tenant, and that the two (2) year period within which to receive a rebate has since expired.
2. Section 155-20(A)(4) shall be amended from

(4) Tenant application contesting imposition or rent increase under §155-5, or application for reduction in rent pursuant to §155-15: Five dollars ($5.00)

TO:

(4) All requests for Updating Legal Base rents; applications contesting imposition of rent increases under Section 155-5 or applications for reduction in rent pursuant to Section 155-15 shall have a fee of Ten dollars ($10.00) per unit.

NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted:                             Approved:

___________________________________  ______________________________
City Clerk                             Mayor

Approved as to Form:

___________________________________
Joseph S. Sherman, Corporation Counsel

Date:   September 21, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT TO KRIVIT AND KRIVIT, P.C.

WHEREAS, the City of Hoboken requires the services of Krivit and Krivit, P.C. for Public Relations and Media Consultant services; and

WHEREAS, the City has reviewed the qualifications and proposal of Krivit and Krivit, P.C. and has determined that Krivit and Krivit, P.C. can provide these services for the City of Hoboken in an efficient manner; and

WHEREAS, this type of work constitutes a service of an extraordinary and unspecifiable nature and as defined by N.J.S.A. 40A:11-5(1)(a)(ii); and

BE IT RESOLVED, that a contract is awarded to Krivit and Krivit, P.C. in an amount not to exceed Fifty Thousand ($50,000.00) dollars.

NOW, THEREFORE BE IT RESOLVED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. The Mayor or his designee is authorized to execute an Agreement for the above referenced services based upon the following:

   Service Provider: Krivit and Krivit, P.C.
   1000 Potomac Street, N.W.,
   Suite 250
   Washington, D.C. 20007-3501

   Term of Contract: July 1, 2005 to June 30, 2006

Approved: ____________________________  ____________________________
           Richard England, Business Administrator           Joseph Sherman, Corporation Counsel

Date: September 21, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION TO CONTRACT WITH MEADOWLANDS ASSOCIATES

WHEREAS, the City of Hoboken requires the services of Meadowlands Associates for Public Relations and Media Consultant services; and

WHEREAS, the City has reviewed the qualifications and proposal of Meadowlands Associates and has determined that Meadowlands Associates can provide these services for the City of Hoboken in an efficient manner; and

WHEREAS, this type of work constitutes a service of an extraordinary and unspecifiable nature and as defined by N.J.S.A. 40A:11-5(1)(a)(ii); and

BE IT RESOLVED, that a contract is awarded to Meadowlands Associates in an amount not to exceed Thirty Six Thousand ($36,000.00) dollars per year payable at the rate of Three Thousand ($3,000.00) dollars per month, as outlined in the attached contract, and said contract shall be executed by the Mayor and the Clerk.

NOW, THEREFORE BE IT RESOLVED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. The Mayor or his designee is authorized to execute an Agreement for the above referenced services based upon the following:

   Service Provider: Meadowlands Associates
   47 Cedar Street
   Jersey City, New Jersey 07305

   Term of Contract: July 1, 2005 to June 30, 2006

Approved: ___________________________  ___________________________
Richard England, Business Administrator   Joseph Sherman, Corporation Counsel

Date: September 21, 2005
WHEREAS, an overpayment of taxes has been made on property listed below; and

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order of the following taxpayer in the sum opposite their respective name, totaling $37,053.64 representing overpayment of taxes:

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<thead>
<tr>
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<td>204-06 Jackson St.</td>
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<td>Estate Tax Service</td>
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<tr>
<td>1201 Elm Street</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Suite 300</td>
<td></td>
<td></td>
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<tr>
<td>Dallas, Texas 75270</td>
<td></td>
<td></td>
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<tr>
<td>Maura Abad &amp; Charles Lowe</td>
<td>173\20</td>
<td>1120 Park Avenue</td>
<td>$4,872.30</td>
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<tr>
<td>3 Broadmoor Drive</td>
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<td>Rumson, N. J. 07760</td>
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<td>Andrew &amp; Wendy Hersh</td>
<td>18\4\C0P47</td>
<td>70 Adams St.</td>
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<td>70 Adams St. Apt 2M</td>
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<td>Hoboken, N. J. 07030</td>
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<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
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<tr>
<td>----------------------------------------------</td>
<td>-----------------------</td>
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<tr>
<td>Salvatore Rainone, Esq.</td>
<td>100\10</td>
<td>1024-30 Adams St.</td>
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<td>6 Dougal Avenue Livingston, N. J. 07039</td>
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<td>Brian H. Kappock, Esq.</td>
<td>184\4</td>
<td>212 Ninth St.</td>
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<td>232 Madison St. Hoboken, N. J. 07030</td>
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<td>Chase Home Finance</td>
<td>50\16\C0002</td>
<td>331 Jefferson St.</td>
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<td>3415 Vision Drive Columbus, Ohio 43219-6009</td>
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<tr>
<td>First American Real Estate Tax Service</td>
<td>76\11.1\C01-B</td>
<td>621 Madison St.</td>
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<td>1201 Elm Street Suite 300 Dallas, Texas 75270</td>
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<td>Don Carlucci</td>
<td>27\16\C002B</td>
<td>133 Jackson St.</td>
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<td>42 Schindler Court Parsippany, N. J. 07054</td>
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<td>Wells Fargo Home</td>
<td>115\9.01\C0P20</td>
<td>1317-27 Grand St.</td>
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<td>MACX3902-024 7495 New Horizon Way Frederick, MD. 21703</td>
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<td>First American Tax Serv.</td>
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<td>1201 Elm Street #300 Dallas, Texas 75270</td>
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<td>Wells Fargo Mortg.</td>
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<td>411 Monroe St.</td>
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<td>1 Home Campus Des Moines, IA 50328-0001</td>
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<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
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<tr>
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<td>Countrywide Tax Serv.</td>
<td>216-1\22</td>
<td>532 Hudson St.</td>
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<td>SV3-24</td>
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<tr>
<td>Van Nuys, CA 91410-0211</td>
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<td>Chevy Chase Bank</td>
<td>173\6\C1-02</td>
<td>1109-21 Willow Ave.</td>
<td>$1,333.94</td>
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<tr>
<td>6151 Chevy Chase Drive</td>
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<tr>
<td>Laurel, Maryland 20707</td>
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</tbody>
</table>

Meeting: September 21, 2005

Approved as to Form:

CORPORATION COUNSEL

____________________________

Louis P. Picardo

Page Three of Three
CITY OF HOBOKEN

RESOLUTION NO. ________

A RESOLUTION APPROVING PARTICIPATION WITH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION THROUGH THE NEW JERSEY DIVISION OF HIGHWAY SAFETY.

WHEREAS, the City of Hoboken is interested in participating in a program with the N.J. Division of Highway Traffic Safety to reduce pedestrian injuries through education, enforcement, and engineering, and

WHEREAS, the City of Hoboken wishes to apply for funding for a project under the New Jersey Division of Highway Traffic Safety in the amount of $18,000, and

WHEREAS, the Hoboken City Council has reviewed the accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Division of Highway Traffic Safety and the City of Hoboken for the purpose described in the application;

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

1) The Mayor or his designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application.

2) As a matter of public policy, the City of Hoboken, wishes to participate to the fullest extent possible with the N.J. Division of Highway Traffic Safety.

3) The Attorney General will receive funds on behalf of the applicant.

4) The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.

Approved as to Form:

_________________________________________________________________
Joseph S. Sherman, Corporation Counsel

_________________________________________________________________
Richard S. England, Business Administrator

Dated:
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION SEEKING AUDIT OF HOBOKEN BOARD OF EDUCATION

WHEREAS, a substantial portion of Hoboken’s tax bill is used to support the Hoboken Board of Education; and

WHEREAS, the Mayor and Hoboken City Council are aware of growing concerns for the integrity of the delivery of educational services and of the Board’s fiscal integrity; and

WHEREAS, the Mayor and Hoboken City Council seek reassurance that there exists accountability for educational delivery and fiscal integrity.

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

1. The above recitals are incorporated herein as though fully set forth at length;

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution shall be in effect immediately.

Approved: Richard England, Interim Business Administrator
Approved as to form: Joseph S. Sherman, Corporation Counsel

Date of Meeting: September 21, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

APPOINTMENT OF SPECIAL LEGAL COUNSEL – RENT CONTROL

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to hire special legal counsel for the up-coming year; and

WHEREAS, said legal services are specialized and qualitative in nature and falls within the definition of a professional service as provided under N.J.S.A. 40A:11-2(6) and as such constitutes an exception to the bidding requirements under N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, proposals were advertised in compliance with Hoboken DR 154, Ordinance requiring competitive negotiation, for Professional Service contracts; and

WHEREAS, funds for these agreements are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. A contract for Special Legal Counsel – Rent Control shall be prepared and executed as follows:

   David L. Ganz, Esq.
   Ganz & Livin, L.L.P.
   5 Ryder Road
   PO Box 536
   Fair Lawn, New Jersey, 07410

   such firm to be paid at an hourly rate of $140.00, total amount not to exceed Thirty Thousand ($30,000) dollars.

2. This agreement shall be effective July 1, 2005 and terminate June 30, 2006.

3. The City Clerk has published a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and amount of the contract in one newspaper authorized by law to publish the City’s legal advertisements as required by N.J.S.A. 40A:11-5(1)(a).

4. The Mayor and City Clerk are hereby authorized to execute this Agreement.

5. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

Approved:                          Approved as to form:

Richard England, Interim
Business Administrator

Joseph S. Sherman,
Corporation Counsel

Date of Meeting: September 21, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

APPOINTMENT OF SPECIAL LEGAL COUNSEL
FOR THE PLANNING BOARD

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to hire special legal counsel for the Planning Board for the up-coming year; and

WHEREAS, said legal services are specialized and qualitative in nature and falls within the definition of a professional service as provided under N.J.S.A. 40A:11-2(6) and as such constitutes an exception to the bidding requirements under N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, a proposal was submitted and reviewed in compliance with Hoboken DR-154 Ordinance requiring competitive negotiation for professional service contracts; and

WHEREAS, funds for these agreements are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. A contract for Special Counsel for the Planning Board shall be prepared and executed as follows:

Netchert, Dineen & Hillman
280 Baldwin Avenue
Jersey City, New Jersey

Hourly $140.00 total amount not to exceed Thirty Thousand ($30,000.00) dollars.

2. This agreement shall be effective July 1, 2005 and terminate June 30, 2006.

3. The City Clerk has published a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and amount of the contract in one newspaper authorized by law to publish the City’s legal advertisements as required by N.J.S.A. 40A:11-5(1)(a).

4. The Mayor and City Clerk are hereby authorized to execute this Agreement.

5. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

Approved: 

Richard England, Interim
Business Administrator

Approved as to form:

Joseph S. Sherman,
Corporation Counsel

Date of Meeting: September 21, 2005
CITY OF HOBOKEN
RESOLUTION NO._____________________

RESOLUTION AUTHORIZING THE REFUND OF TAX
OVERPAYMENTS\INTEREST RECEIVED BY THE CITY OF HOBOKEN
TAX APPEALS WERE FILED AND STATE TAX COURT GRANTS
REFUND

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

WHEREAS, tax appeal was filed by the property owners: and

WHEREAS, State Tax Court recommends a settlement in this matter, now,
therefore, be it

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the
taxpayer appearing on the attached list totaling $392.38

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Keough Esq. &amp;</td>
<td>29\3\C002E</td>
<td>508-10 First St.</td>
<td>$392.38</td>
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| 783 Springfield Avenue
| Summit, N. J.    |              |           |          |
|                   | 07901-2332   |                |          |

Meeting:  September 21, 2005

Approved as to form:

CORPORATION COUNSEL

Louis P. Picardo
RESOLUTION NO: ______________________

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH THE BOYS & GIRLS CLUB

Whereas, the Board of Directors of The Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Recreational Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,000 out of available Community Development funds; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it --

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Boys & Girls Club, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 9/21/05

Department of Community Development Approved as to form:

____________________________ __________________________
Fred M. Bado, Director Joseph S. Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOBOKEN FAMILY PLANNING

Whereas, the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $23,000 out of available Community Development funds to operate said program within the City of Hoboken; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it –

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute this Agreement between the City of Hoboken and Hoboken Family Planning, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 9/21/05

Department of Community Development

Approved as to form:

Fred M. Bado, Director

Joseph S. Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH H.O.P.E.S. HEAD START

Whereas, the Board of Directors of H.O.P.E.S. Head Start, located in David E. Rue School, 3rd and Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $50,531 out of available Community Development funds to operate said program within the City of Hoboken; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it --

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and H.O.P.E.S. Head Start, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 9/21/05

Department of Community Development Approved As to Form:

Fred M. Bado, Director Joseph S. Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH DAY CARE 100

Whereas, the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,508 out of available Community Development funds; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it –

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute this Agreement between the City of Hoboken and Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 9/21/2005

Department of Community Development

Approved as to form:

___________________________  ____________________
Fred M. Bado, Director          Joseph S. Sherman, Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO. ________________

THIS RESOLUTION REJECTS THE BID RECEIVED FOR THE SFY 2005 ROADWAY IMPROVEMENTS AS SPECIFIED IN BID NUMBER 06-01.

WHEREAS, the City of Hoboken sought competitive proposals for Roadway Improvements, and
WHEREAS, the below submitted bids were higher than the anticipated cost of the original bid specifications as advertised, and
WHEREAS, the following proposals were received:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>English Paving</td>
<td>$ 232,539.70</td>
<td>$ 152,178.35</td>
<td>$ 83,345.90</td>
<td>$ 65,880.10</td>
<td>$ 62,328.60</td>
<td>$ 54,214.40</td>
<td>$ 47,031.70</td>
<td>$ 697,518.75</td>
</tr>
<tr>
<td>Tilcon New York, Inc.</td>
<td>$ 174,381.25</td>
<td>$ 123,187.50</td>
<td>$ 75,426.25</td>
<td>$ 58,608.75</td>
<td>$ 59,576.25</td>
<td>$ 51,456.25</td>
<td>$ 45,166.50</td>
<td>$ 587,802.75</td>
</tr>
</tbody>
</table>

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

1. The above recitals are incorporated herein as thoughtfully set forth at length.
2. The City Council hereby rejects the proposals of the above vendors.
3. The Administration is hereby authorized to re-advertise for these goods/services.

Meeting of: 21 September 2005

APPROVED:

Joseph Peluso, Director, Env. Svcs.  Joseph S. Sherman, Corporation Counsel
Introduced by:____________________
Seconded by:____________________

CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS TO THE SFY 2006 BUDGET UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

<table>
<thead>
<tr>
<th>ACCOUNT (Within Cap)</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel S &amp; W</td>
<td>6-01-20-105-010</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Mayor's Office S &amp; W</td>
<td>6-01-20-110-010</td>
<td>$10,300.00</td>
</tr>
<tr>
<td>Mayor's Office O.E.</td>
<td>6-01-20-110-021</td>
<td>$500.00</td>
</tr>
<tr>
<td>City Council S &amp; W</td>
<td>6-01-20-111-010</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>Business Administrator O.E.</td>
<td>6-01-20-112-021</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>A.B.C. Board O.E.</td>
<td>6-01-20-113-021</td>
<td>$700.00</td>
</tr>
<tr>
<td>Purchasing O.E.</td>
<td>6-01-20-114-021</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Grants Management S &amp; W</td>
<td>6-01-20-116-010</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>City Clerk S &amp; W</td>
<td>6-01-20-120-010</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>City Clerk O.E.</td>
<td>6-01-20-120-021</td>
<td>$800.00</td>
</tr>
<tr>
<td>Finance Supervisor S &amp; W</td>
<td>6-01-20-130-010</td>
<td>$4,700.00</td>
</tr>
<tr>
<td>Finance Supervisor O.E.</td>
<td>6-01-20-130-021</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>Payroll O.E.</td>
<td>6-01-20-132-021</td>
<td>$350.00</td>
</tr>
<tr>
<td>Tax Collector S &amp; W</td>
<td>6-01-20-145-010</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Tax Collector O.E.</td>
<td>6-01-20-145-021</td>
<td>$5,275.00</td>
</tr>
<tr>
<td>Assessor’s S &amp; W</td>
<td>6-01-20-150-010</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Planning Board S &amp; W</td>
<td>6-01-21-180-010</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>Zoning Officer S &amp; W</td>
<td>6-01-21-186-010</td>
<td>$5,300.00</td>
</tr>
<tr>
<td>Housing Inspection S &amp; W</td>
<td>6-01-21-187-010</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Construction O.E.</td>
<td>6-01-22-195-021</td>
<td>$37,950.00</td>
</tr>
<tr>
<td>Postage O.E.</td>
<td>6-01-23-211-020</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Police Dept. S &amp; W</td>
<td>6-01-25-241-010</td>
<td>$466,000.00</td>
</tr>
<tr>
<td>Police Dept. O.E.</td>
<td>6-01-25-241-021</td>
<td>$29,125.00</td>
</tr>
<tr>
<td>Fire Dept. O.E.</td>
<td>6-01-25-266-021</td>
<td>$30,400.00</td>
</tr>
<tr>
<td>Signal &amp; Traffic S &amp; W</td>
<td>6-01-25-267-010</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Human Services Director S &amp; W</td>
<td>6-01-27-330-010</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Constituent Services S &amp; W</td>
<td>6-01-27-333-010</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Board of Health O.E.</td>
<td>6-01-27-332-021</td>
<td>$14,500.00</td>
</tr>
<tr>
<td>Senior Citizens S &amp; W</td>
<td>6-01-27-336-010</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Senior Citizens O.E.</td>
<td>6-01-27-336-021</td>
<td>$9,425.00</td>
</tr>
<tr>
<td>Rent Control O.E.</td>
<td>6-01-27-347-021</td>
<td>$3,175.00</td>
</tr>
<tr>
<td>Recreation S &amp; W</td>
<td>6-01-28-370-010</td>
<td>$111,000.00</td>
</tr>
<tr>
<td>Public Property O.E.</td>
<td>6-01-28-377-021</td>
<td>$56,800.00</td>
</tr>
<tr>
<td>Public Defender S &amp; W</td>
<td>6-01-43-495-010</td>
<td>$2,200.00</td>
</tr>
</tbody>
</table>

TOTALS $992,690.00

Temporary Appropriations (Cont’d)
Outside Cap
Insurance O.E. 6-01-30-400-010 $ 154,300.00
Worker’s Comp. O.E. 6-01-30-400-020 $ 213,375.00
Health Insurance O.E. 6-01-30-400-030 $ 2,174,450.00
Social Security O.E. 6-01-36-472-000 $ 98,000.00

TOTALS $ 2,640,125.00

MEETING: 21 September 2005

APPROVED:


APPROVED AS TO FORM:

Joseph Sherman, Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO. ________________

THIS RESOLUTION AUTHORIZES THE TRANSFER OF FUNDS WITHIN ACCOUNTS IN THE FISCAL YEAR 2005 RESERVE APPROPRIATIONS.

BE IT RESOLVED, that the following SFY 2005 budget appropriation reserve transfers are hereby authorized for the City of Hoboken:

<table>
<thead>
<tr>
<th>CURRENT FUND</th>
<th>ACCOUNT #</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations - Within &quot;Caps&quot;</td>
<td>5-01-20-156-020</td>
<td>$ 4,000.00</td>
<td></td>
</tr>
<tr>
<td>Special Counsel O.E.</td>
<td>5-01-20-156-020</td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Police Dept. O.E.</td>
<td>5-01-25-241-021</td>
<td>__________</td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
</tr>
</tbody>
</table>

MEETING OF: 21 September 2005

APPROVED AS TO FORM: _________________________
Joseph Sherman, Corporation Counsel

Department Director: _________________________
Richard England, Interim Business Administrator
CITY OF HOBOKEN
RESOLUTION NO. ____________

THIS RESOLUTION RATIFIES THE ACTION OF THE ADMINISTRATION IN THE PUBLIC AUCTION OF ABANDONED BICYCLES HELD ON 24 AUGUST 2005

WHEREAS, pursuant to the resolution of the Council of the City of Hoboken, a City auction was held on 24 August 2005 in the Court Room in City Hall, and,

WHEREAS, following the bidding process numerous bids were received during the auction for the individual sale of Twenty-Eight (28) abandoned bicycles. These bids totaled Eight Hundred Five Dollars ($805.00)

WHEREAS, said bidders, tendered their check and/or cash for the said abandoned bicycles, said check and/or cash being deposited in the City bank account, therefore, be it

RESOLVED, that the City Council of Hoboken hereby ratifies and approves said transaction.

MEETING: 7 September 2005

APPROVED: 

Joseph Sherman, Corp. Counsel
CITY OF HOBOKEN
RESOLUTION NO. ________

RESOLUTION APPOINTING CITY ENGINEER FOR THE CITY OF HOBOKEN

WHEREAS, the City of Hoboken requires the services of a Municipal Engineer pursuant to N.J.S.A. 40A:9-140.

WHEREAS, the City of Hoboken has reviewed the qualifications of Robin Persad, P.E. as designee, of Schoor DePalma and has determined that Schoor DePalma with Robin Persad, P.E. as designee, can provide these services for the City of Hoboken in an efficient manner.

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

WHEREAS, a proposal was submitted and reviewed in compliance with Hoboken DR 154, Ordinance requiring competitive negotiation, for Professional Service contracts; and

WHEREAS, funds for this contract are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hoboken does hereby authorize a contract between the City of Hoboken and Schoor DePalma for various municipal engineering services.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. A contract for Municipal Engineering Services for the City of Hoboken shall be prepared and executed as follows:
   Mr. Robin Persad, P.E.
   Schoor DePalma
   160 Littleton Road
   PO Box 5245
   Parsippany, New Jersey 07054-6245
   The company shall be paid at an hourly rate of $139.00, not to exceed $75,000.00.

2. This agreement shall be effective July 1, 2005 and terminate June 30, 2006.

3. The City Clerk has published a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and amount of the contract in one newspaper authorized by law to publish the City’s legal advertisements as required by N.J.S.A. 40A:11-5(1)(a).

4. The Mayor and City Clerk are hereby authorized to execute this Agreement.

5. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

Approved: ____________________  Approved as to form: ____________________
Richard England, Interim Business Administrator
Joseph S. Sherman, Corporation Counsel

Date of Meeting: September 7, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY LOCATED AT 91 JACKSON STREET, HOBOKEN, NEW JERSEY, MORE PARTICULARLY KNOWN AS LOT 10 and 11, BLOCK 15, ON THE TAX MAP OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, Rebecca Newsom and Scott R. Madison have petitioned the City of Hoboken for the granting of certain easements over municipal lands at 91 Jackson Street, Hoboken, New Jersey, (“the premises”) which premises is more particularly described as Lots 10 and 11, Block 15, on the Tax Map of the City of Hoboken, New Jersey, in order to maintain an encroachment on municipal lands for the purpose placing a fence line adjacent to the eastern property line. The easements are described as follows:

METES AND BOUNDS
(PROPOSED FLOWER BED)

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 in the easterly line of Jackson Street, a distance of 125.00 feet south from the intersection formed by the southerly line of First Street with the easterly line of Jackson Street and running thence;

THENCE S-13° -04'-W along the easterly line of Jackson Street, a distance of 2.93 feet to a point, THENCE

N-76 º-56'-W and on to the R.O.W. of Jackson Street, a distance of 6.00 feet to a point,

THENCE N-13 º-04'-E, a distance of 10.00 feet to a point, THENCE

S-76 º-56'E a distance of 3.50 feet to a point, THENCE

S-13 º04’-W a distance of 2.32 feet to a point, THENCE

S-32 º-44’-E a distance of 3.49 feet to a point in the easterly line of Jackson Street, THENCE
S-13 °-04’-W and along the easterly line of Jackson street, a distance of 2.32 feet to a point, said point being the point or place of BEGINNING.

Known as Lots 10 and 11, Block 15 as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 91 Jackson Street, Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF HOBOKEN THAT THE CITY OF HOBOKEN HEREBY GRANTS 91 Jackson STREET THE AFREMENTIONED EASEMENT SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of any projections or encumbrances, under or upon any street, sidewalk or public easement, for any reason including but not limited to destruction of premises by fire.

3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising from the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents, employees against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and inure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.
6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted: ________________________________ Approved: ________________________________

City Clerk ______________________________ Mayor ________________________________

Approved as to Form:

__________________________
Joseph S. Sherman, Corporation Counsel

Date: September 15, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 155 “RENT CONTROL”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 155, Rent control Ordinance; and

WHEREAS, listed below are the specific amendments:

1. Section 155-1, Definitions, shall be supplemented as follows:

   Full Disclosure Statement – The statement a landlord and/or his agent shall be required to sign and deliver to each tenant by certified mail at the inception of the tenancy, identifying the name and address of the landlord and his or her agent, if any; identifying the name, address and telephone number of the superintendent, if any; a statement generally advising the tenant that the City has adopted a Rent Control ordinance; and notification of the two year period of limitations for filing an application for a rent rebate. As an alternative to certified mail, the tenant may sign a document acknowledging receipt of the full disclosure statement; a copy of this statement shall also be filed with the Rent Control office.

2. Section 155-2, Limitation of Applicability, shall be supplemented as follows:

   (New Section) H. Owner occupied two (2) family dwellings. Only the owner of record is entitled to this exemption.

3. Section 155-4, Controls; increase restrictions, shall be supplemented as follows:

   (New Section) 155-1.1 Rebate Limitation

   Notwithstanding the provisions in Section 155-4 of this Chapter, a determination of the Division Chief of the Rent Leveling & Stabilization office, of the legal rent for an apartment will not result in a credit or refund of any rents previously overpaid by a Tenant, if the following has occurred:

   A. The Landlord has served the Tenant with a full Disclosure Statement, as defined in Section 155-1, at the onset of the tenancy, which fully sets forth the Tenant’s right to request a legal rent calculation and to secure a rebate of any overpaid rents; and

   B. The Tenant had failed to request a legal rent calculation within two years from the receipt of the full Disclosure Statement.

   It will be the burden of the Landlord to demonstrate to the Division Chief of the Rent Leveling & Stabilization office, that a full Disclosure Statement was served and acknowledged by the Tenant, and that the two (2) year period within which to receive a rebate has since expired.
4. Section 155-20(A)(4) shall be amended from

(4) Tenant application contesting imposition or rent increase under §155-5, or application for reduction in rent pursuant to §155-15: Five dollars ($5.00)

TO:

(4) All requests for Updating Legal Base rents; applications contesting imposition of rent increases under Section 155-5 or applications for reduction in rent pursuant to Section 155-15 shall have a fee of Ten dollars ($10.00) per unit.

NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: 

Approved:

City Clerk

Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: September 7, 2005
CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AGREEMENT FOR SPECIAL BOND COUNSEL TO THE CITY OF HOBOKEN

WHEREAS, there exists a need for specialized legal services in connection with the authorization and the issuance of bonds and notes in the City of Hoboken, in the County of Hudson, New Jersey (the “City”), including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, such special legal services can be provided by a recognized bond counsel firm, and the law firm of Gluck, Walrath & Lanciano, LLP, Trenton, New Jersey is so recognized by the financial community; and

WHEREAS, funds are or will be available for this purpose and are paid out of Bond proceeds; and

WHEREAS, the local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised.

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

1. The law firm of Gluck, Walrath & Lanciano, LLP, Trenton, New Jersey, is hereby retained to provide the specialized legal services necessary in connection with the authorization and the issuance of bonds and notes by the City in accordance with a Fee Agreement submitted to the governing body of the city (the “Contract”).

2. The Contract is awarded without competitive bidding as a “Professional Service” in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.

3. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the City.

4. A notice in accordance with the Local Public Contracts Law of New Jersey in the form attached hereto shall be published in the Jersey Journal.

APPROVED:

Richard England, Interim Business Administrator
Joseph Sherman Corporation Counsel

Date: July 20, 2005
RESOLUTION NO._____________________

A RESOLUTION CREATING THE “ADOPT A CITY” INITIATIVE WITH KENNER, LOUISIANA

WHEREAS, Hurricane Katrina has caused unprecedented destruction and suffering in this country which calls for a coming together of all citizens to help those in need overcome their losses; and

WHEREAS, The City of Hoboken is a compassionate community that has always opened its hearts to help those in need during times of emergency; and

WHEREAS, The City of Hoboken will launch a relief campaign on September 14, 2005 to collect essential items to be shipped to Kenner, Louisiana and continue a direct, long-term relationship with Mayor Phil Capitano for the purpose of addressing their ongoing needs.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that: this Council joins Mayor David Roberts and the citizens of Hoboken in adopting Kenner, Louisiana for the purpose of providing short and long term disaster recovery.

APPROVED AS TO FORM:

_______________________
Corporation Counsel

Meeting Date: September 7, 2005
CITY OF HOBOKEN
RESOLUTION NO. __________

THIS RESOLUTION REJECTS THE BID RECEIVED FOR THE SFY 2006 ROADWAY IMPROVEMENTS AS SPECIFIED IN BID NUMBER 06-01.

WHEREAS, the City of Hoboken sought competitive proposals for Roadway Improvements, and

WHEREAS, the below submitted bids were higher than the anticipated cost of the original bid specifications as advertised, and

WHEREAS, the following proposals were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Base Proposal</th>
<th>Alternate A</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Paving</td>
<td>$417,082.39</td>
<td>$51,840.96</td>
</tr>
<tr>
<td>1087 Edgewater Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ridgefield, NJ 07657</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tilcon New York, Inc.</td>
<td>$417,663.19</td>
<td>$66,675.08</td>
</tr>
<tr>
<td>625 Mt. Hope Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wharton, NJ 07885</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

1. The above recitals are incorporated herein as thoughtfully set forth at length.

2. The City Council hereby rejects the proposals of the above vendors.

3. The Administration is hereby authorized to re-advertise for these goods/services.

Meeting of: 7 September 2005

APPROVED:

Joseph Peluso, Director, Env. Svcs.    Joseph S. Sherman, Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO.___________________

Resolution Urging the Legislature to Reject Expedited Efforts by Telecommunications Companies to Eliminate Cable Television Municipal Consents

WHEREAS, Verizon-NJ has announced intentions to build facilities through which competitive cable television services can be offered in 54 New Jersey municipalities, yet it is not clear whether or when the City of Hoboken in which Verizon also operates will enjoy the benefits of competition to the same extent as these 55 communities, and

WHEREAS, The New Jersey Cable Television Act provides a primary role for local governments to negotiate the terms and conditions under which a wireline cable television company may provide cable television service to its residents pursuant to a municipal consent ordinance, and this requirement of law is consistent with the long-standing principle of ascertaining and addressing community cable-related needs at the local level, and

WHEREAS, New Jersey’s wireline cable television companies constructed and now operate cable television systems under municipal consents that address the specific needs of local communities consistent with the provisions of the New Jersey Cable Television Act with expiration terms that range from 5 to 15 years, and

WHEREAS, federal law explicitly prohibits cable companies and municipalities from entering into exclusive franchises. Yet, notwithstanding nonexclusivity, construction of competitive wireline cable television systems in New Jersey has not occurred to the extent desired due to economic factors beyond the control of local government.

WHEREAS, competition in the provision of cable television service is desirable and has the potential for producing consumer benefits through increased choice and the City of Hoboken supports competition, and

WHEREAS, in order to ensure nondiscriminatory and equal access to competitive services consistent with federal and state law, the City of Hoboken) has an obligation to ensure that its residents are among those to whom Verizon’s competitive services will be made available by a date certain., and
WHEREAS, Verizon-NJ has expressed the intention to seek state legislation that would exempt it from the municipal consent process to which all cable television companies now operate and, if such legislation were enacted, would be permitted to offer competitive cable services under one statewide franchise that bypassed municipal authorization and approval, and

WHEREAS, the process for award of such a statewide franchise will have the effect of eliminating any meaningful opportunity for the City of Hoboken to address the specific cable-related needs that otherwise might be fulfilled by Verizon-NJ and disable Hoboken the ability to ensure competition is offered on equal terms, and

WHEREAS, municipalities and their residents have a significant and specific interest in the terms and conditions attendant to the award of a cable television franchise;

NOW THEREFORE BE IT RESOLVED the City of Hoboken urges the New Jersey State Legislature, in the strongest possible manner, to oppose any effort to eliminate the municipal consent process for competitive providers of cable television service until, at a minimum, a thorough evaluation is completed of the current system and the effect of any proposed changes on local governments, residents, competitors and incumbents is analyzed.

BE IT FURTHER RESOLVED that the New Jersey State Legislature request from the New Jersey Board of Public Utilities a report on the status of Verizon-NJ’s commitments and operations under Opportunity NJ and the extent to which Opportunity NJ, or any other instrument of the Board, contemplates and authorizes Verizon-NJ to utilize municipal rights of way for the purpose of providing cable television service and exempts it from the requirement to apply for and obtain a municipal consent as otherwise required of companies that provide or intend to provide cable television service under the New Jersey Cable Television (NJSA 48:5A-1, et seq);

AND, BE IT FURTHER RESOLVED that a copy of this resolution shall be certified and forwarded to Acting Governor/Senate President Richard J. Codey, Assembly Speaker Albio Sires, Senator Bernard Kenny and Assemblymen Brian Stack (the municipality’s current state legislators).

Approved: ___________________ Approved as to form:_________________

Meeting date: October 19, 2005
CITY OF HOBOoken
ORDINANCE NO. ________

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE
CODE OF THE CITY OF HOBOKEN ENTITLED PARKING FOR HANDICAPPED;
THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY

ORDAIN AS FOLLOWS: (Delete: 1030 Bloomfield St.)

Handicap Spaces

A. Section 192-4 is amended to delete the following;

Eileen Hopkins, 1030 Bloomfield Street, west side of Bloomfield Street, beginning at a point of
124 feet from the southwest curbline of Eleventh Street and
extending 22 feet southerly therefrom.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This
ordinance shall be a part of the Hoboken Code as Though codified and
fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the
official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

__________________________
MAYOR

__________________________
City Clerk

Approved as to legal form
Corporation counsel

Meeting Date: October 19, 2005
A RESOLUTION AUTHORIZING THE CITY OF HOBOKEN ENTER INTO A CONTRACT TO DISBURSE REGIONAL CONTRIBUTION AGREEMENT FUNDS TO 1118 ADAMS STREET URBAN RENEWAL, LLC

WHEREAS, under the rules of the New Jersey Council on Affordable Housing the City of Hoboken has entered into Regional Contribution Agreements with the following municipalities:

1. Borough of North Haledon
   24 units
   $480,000
2. Borough of Wanaque
   24 units
   $480,000
3. Borough of Demarest
   9 units
   $225,000
4. Green Township
   13 units
   $325,000

WHEREAS, the New Jersey Council on Affordable Housing passed a resolution approving these Regional Contribution Agreements for a total amount of $1,510,000 in order to create affordable housing in the City of Hoboken whereby the City of Hoboken is the receiving municipality and the above noted towns are the sending communities; and

WHEREAS, under the rules of the New Jersey Council on Affordable Housing the City of Hoboken is to enter into an agreement with the developer to create 90 units of affordable housing at 1118 Adams Street, Hoboken, New Jersey to be partially funded through the above noted Regional Contribution Agreements; and

WHEREAS, the City of Hoboken shall enter into an agreement with 1118 Adams Street Urban Renewal, LLC, a Limited Liability Company having its offices located at c/o Tarragon Corporation, 1775 Broadway, 23rd floor, New York, New York 10019 for the development of the above referenced 90 units of affordable housing to be partially reimbursed by the City with funds from the Regional Contribution Agreements; now therefore be it—

RESOLVED, that the Mayor of the City of Hoboken and/or his designee is hereby authorized to execute the necessary contract and any other pertinent documents related to the disbursement of Regional Contribution Agreement funds to the 1118 Adams Street Urban Renewal, LLC, for the City’s Adams Street Development affordable housing project.

Meeting Date: October 19, 2005

Department of Community Development

Approved to Form:

Fred M. Bado, Director
Community Development

Corporation Counsel
Joseph A. Sherman
CITY OF HOBNOK
RESOLUTION NO. ______________

RESOLUTION AUTHORIZING THE RETENTION OF SPECIAL COUNSEL IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY LOCATED AT 1032-1040 GRAND STREET, HOBBOKEN, NEW JERSEY, BLOCK 150, LOT 3, AND 1012-1022 GRAND STREET, BLOCK 150, LOTS 1 AND 2, ON THE TAX ASSESSMENT MAP FOR REDEVELOPMENT PURSUANT TO THE NORTHWEST REDEVELOPMENT PLAN

WHEREAS, the City of Hoboken is considering the acquisition of certain real property known as 1032-1040 Grand Street, Hoboken, New Jersey, designated as Block 150, Lot 3, and 1012-1022 Grand Street, Hoboken, New Jersey, designated as Block 150, Lots 1 and 2, on the Tax Assessment Map for redevelopment pursuant to the Northwest Redevelopment Plan; and

WHEREAS, the City is desirous of retaining Daniel J. McCarthy, Esq. of Rogut McCarthy Troy LLC, located at 37 Alden Street, Cranford, New Jersey 07016, as Special Counsel in connection with the acquisition of the property in accordance with the procedures set forth in the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq.; and

WHEREAS, Daniel J. McCarthy, Esq. and Rogut McCarthy Troy LLC, have special expertise in redevelopment matters and are available to be engaged as Special Counsel with regard to condemnation matters in the Northwest Redevelopment area; and

WHEREAS, pursuant to Section 8 of the Competitive Negotiation for Professional Contracts Ordinance (“the Ordinance”) provides that the City Council may waive the provisions of that Ordinance if compliance is impractical and the City Council so finds here as a result of its Agreement with the Northwest Area Redeveloper which will pay all of the City’s incurred condemnation costs directly;

WHEREAS, the Temporary Chief Financial Officer certifies that the funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Counsel of the City of Hoboken that pursuant to Section 8 of the Ordinance the City hereby retains the services of Daniel J. McCarthy, Esq. and Rogut McCarthy Troy LLC, to act as Special Counsel in connection with the acquisition of the property located at 1032-1040 Grand Street, Hoboken, New Jersey, designated as Block 150, Lot 3, and 1012-1022 Grand Street, Hoboken, New Jersey, designated as Block 150, Lots 1 and 2, on the City’s Tax Assessment Map; and
BE IT FURTHER RESOLVED that Special Counsel is authorized to engage a title insurance company, surveyor, environmental consultants, real estate appraiser, and such other experts as may be required in the performance of his duties; and

BE IT FURTHER RESOLVED that all costs incurred by the City for the retention of Special Counsel and other related costs with regard to the condemnation action are to be paid directly by Block 150 Development, LLC, the City’s designated Redeveloper of this project; and

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute a contract with Rogut McCarthy Troy LLC, as Special Counsel on behalf of the City of Hoboken and the City Clerk is hereby authorized to attest same;

BE IT FURTHER RESOLVED that a copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

DATE OF MEETING:

APPROVED: ____________________________
Fred M. Bado, Director
Department of Community Development

APPROVED AS TO FORM: ____________________________
Joseph S. Sherman
Corporation Counsel
CITY OF HOBOKEN

RESOLUTION NO. ____

RESOLUTION PUTTING ROBOTIC SERVICE ORGANIZATION ON NOTICE OF PERFORMANCE DEFICIENCIES

WHEREAS, the Mayor and the Council deem it in the City of Hoboken’s best interest to reevaluate its management agreement with Robotic Service Organization; and

WHEREAS, it is further determined that Robotic be put on notice that there are performance deficiencies, attached hereto but not limited there to, which shall be corrected immediately; and

WHEREAS, it is further determined that if the deficiencies are not corrected within thirty (30) days cancellation of the contract with Robotic, according to the contract terms, be effectuated immediately; and

WHEREAS, the Mayor and Council designate the Law Director and the Parking Utility Director to effectuate improved performance under the contract.

NOW, THEREFORE BE IT RESOLVED that:

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

2. The Council of the City of Hoboken hereby authorizes the Law Director and the Parking Utility Director to take any and all actions necessary to put Robotics on notice of all the performance deficiencies which shall be corrected within the next thirty (30) days.

3. The Law Director and the Parking Utility Director shall report back to the Mayor and Council after thirty (30) days on the progress, if any, made with Robotic’s performance.

4. This resolution is effective immediately.

Approved: 

Richard England, Business Administrator

Vincent J. LaPaglia, Esq.
Assistant Corporation Counsel

Date: October 19, 2005
RESOLUTION NO: __________________________

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH THE BOYS & GIRLS CLUB

Whereas, the Board of Directors of The Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Recreational Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,000 out of available Community Development funds; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it --

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Boys & Girls Club, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 10/19/05

Department of Community Development Approved as to form:

____________________________                __________________________
Fred M. Bado, Director                Joseph S. Sherman, Corporation Counsel
RESOLUTION NO. ________________

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH DAY CARE 100

Whereas, the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,508 out of available Community Development funds; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it –

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute this Agreement between the City of Hoboken and Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 10/19/2005

Department of Community Development Approved as to form:

_________________________ _______________________
Fred M. Bado, Director Joseph S. Sherman, Corporation Counsel
RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE FUNDING AGREEMENT WITH
HOBOKEN FAMILY PLANNING

Whereas, the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $23,000 out of available Community Development funds to operate said program within the City of Hoboken; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it –

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute this Agreement between the City of Hoboken and Hoboken Family Planning, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 10/19/05

Department of Community Development

Approved as to form:

Fred M. Bado, Director

Joseph S. Sherman, Corporation Counsel
RESOLUTION NO: ______________________

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH H.O.P.E.S. HEAD START

Whereas, the Board of Directors of H.O.P.E.S. Head Start, located in David E. Rue School, 3rd and Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $50,531 out of available Community Development funds to operate said program within the City of Hoboken; now therefore, be it -

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and be it --

Further Resolved, that the Mayor of the City of Hoboken, or his designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and H.O.P.E.S. Head Start, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: 10/19/05

Department of Community Development

Approved As to Form:

Fred M. Bado, Director

Joseph S. Sherman, Corporation Counsel
THIRD PARTY CONTRACT BETWEEN THE CITY OF HOBOKEN AND 1118 ADAMS STREET URBAN RENEWAL, LLC FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS BALANCED HOUSING FUNDS

WHEREAS, the City of Hoboken has applied to and received a grant for $2,250,000 from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program; and

WHEREAS, the purpose of this grant is to assist in the funding of the Adams Street Development, an affordable housing project to be located at Block 104, Hoboken, New Jersey and to be developed by the 1118 Adams Street Urban Renewal, LLC, a Limited Liability Company having its offices located at c/o Tarragon Corporation, 1775 Broadway, 23rd floor, New York, New York 10019 (hereinafter “Developer”); and

WHEREAS, the City of Hoboken and the Department of Community Affairs have executed a Grant Agreement #04-1955-00 which describes the terms and conditions of the Neighborhood Preservation Balanced Housing Program; and

WHEREAS, Item 2 of Section C of said Grant Agreement requires that the City of Hoboken enter a Third Party Contract with the Developer for the transfer of up to $2,250,000 in Balanced Housing Program Funds for the Adams Street Development affordable housing project; now therefore be it-

RESOLVED, that the Mayor of the City of Hoboken and/or his designee is hereby authorized to execute the Third Party Contract referenced within and any other pertinent documents related to the Neighborhood Preservation Balanced Grant for the 1118 Adams Street Development affordable housing project.

Meeting Date: October 19, 2005

Department of Community Development

Fred M. Bado, Director
Community Development

Approved to Form:

Corporation Counsel
Joseph A. Sherman
WHEREAS the municipal master planning process is governed by the provisions of the New Jersey Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D and the purposes of the MLUL include, among other things, the promotion of the conservation of historic sites and districts; and

WHEREAS an Historic Preservation Plan Element, while an optional component of a municipal Master Plan, is essentially a prerequisite for designation and regulation of historic sites or districts in a zoning ordinance; and

WHEREAS N.J.S.A. 40:55D-65.1 states that a municipality may designate and regulate historic sites or historic districts and provide design criteria and related guidelines in its zoning ordinance with the proviso that designations of historic sites and historic districts after July 1, 1994 must be based on identifications in the Historic Preservation Plan Element of the municipal Master Plan; and

WHEREAS a municipal Master Plan was adopted on April 28, 2003 by the Hoboken Planning Board which Plan provides a detailed Historic Preservation Plan Element (HPPE); and

WHEREAS the HPPE recommended, among other things, to expand locally regulated historic districts to the maximum, to revise the Zoning Ordinance to better integrate historic preservation considerations into the development review process and to safeguard the heritage of Hoboken by preserving buildings and other features within the City that reflect elements of its cultural, social, economic, and architectural history; and

WHEREAS the HPPE stated that in 1991, by the opinion of the State Historic Preservation Officer (SHPO), several possible new historic districts were found eligible for the National Register of Historic Places one of which SHPO called the "Stevens Historic District" which includes the entire Stevens Institute of Technology campus, both sides of Castle Point Terrace, the east side of Hudson Street between Eighth and Tenth Streets and Elysian Park; and

WHEREAS the City Council now wishes to designate the part of the suggested Stevens Historic District that lies entirely outside the R-1(E) subdistrict but entirely within the R-1 zoning district (both sides of Castle Point Terrace, the east side of Hudson Street between Eighth and Tenth Streets and Elysian Park) to be known as the "Castle Point Historic District".

NOW THEREFORE BE IT RESOLVED that the "Castle Point Historic District" be created by local designation to be subject to the jurisdiction of the Hoboken Historic Preservation Commission with the boundaries described in the ordinance amending Chapter 36 (Historic District Commission) of the City Code and that the "Castle Point Historic Subdistrict" be created subject to the zoning regulations described in the ordinance amending Chapter 196 (Zoning) of the City Code which follows:
WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 36 of the Hoboken City Code, Historic District Commission.

NOW, THEREFORE BE IT ORDAINED:

Chapter 36
Historic District Commission

Section 3. Historic District(s) created.

A. The Southern Hoboken Historic District is hereby created; NO CHANGE

B. The Castle Point Historic District is hereby created and its boundaries are delineated as follows: beginning at a point at the southwest corner of Block 237 at Eighth Street, proceeding northward along the east side of Hudson Street to the northernmost tip of Elysian Park on Block 239.1 at the intersection with Hudson Street and Sinatra Drive, then moving along the northern boundary of Elysian Park to its easternmost point, then proceeding westerly along the southern boundary of Block 239.1 until it reaches the rear of lot 14 on Block 239 whereupon the boundary continues southward along the rear lot lines of those lots fronting on the east side of Castle Point Terrace until it meets the mid-point of Ninth Street, then westward to a point approximately mid-point along the northern boundary of Block 237, then southward along the rear lot lines of those lots fronting on Hudson Street until it reaches Eighth Street, then westward back to the beginning at Hudson Street.
CITY OF HOBOKEN
ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 196: ZONING

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 196, Zoning

NOW THEREFORE BE IT ORDAINED:

ARTICLE III
Zoning Districts Established

1. Section 196-7. Designation of districts and historic sites.

A. Zoning districts established in fulfillment of the purposes of this chapter are designated as follows:

   R-1           Residence District (Conservation)
   R-1(E)        Higher Education Subdistrict
   R-1(CS)       Court Street Subdistrict
   R-1(H)(CPT)   Castle Point Historic Subdistrict
   R-2           Residence District (Stabilization)
   R-3           Residence District (Redevelopment)
   I-1           Industrial District (Light Manufacturing)
   I-1(W)        Waterfront Subdistrict
   I-2           Industrial District (Mixed Use)
   CBD           Central Business District
   CBD(H)        Historic Subdistrict
   CBD(H)(CS)    Court Street Subdistrict
   W(RDV)        Waterfront Redevelopment Subdistrict (Special Review)
   W(H)          Historic Subdistrict (Waterfront)
   W(N)          Castle Point Subdistrict

B. Historic sites established in fulfillment of the purposes of this chapter are designated as follows: NO CHANGE

ARTICLE V
Schedule I: Residential District

2. Section 196-14. R-1 District; R-1 (E) Subdistrict; R-1 (CS) Subdistrict; R-1(H)(CPT) Castle Point Historic Subdistrict

A. Purpose.
   (1) R-1 District. NO CHANGE
   (2) R-1(E) Subdistrict. NO CHANGE
   (3) R-1(CS) Subdistrict. NO CHANGE
(4) R-1(H)(CPT) Subdistrict: the purpose of the Castle Point Historic Subdistrict is to reinforce and safeguard the heritage of this area which has been one of the most prestigious neighborhoods in Hoboken. This subdistrict which is also designated the "Castle Point Historic District" is distinguished by being the only neighborhood in the city typified by large, free-standing 1 and 2 family homes. Through architectural and bulk controls, the height and density will be limited to maintain the historic character.

B. Principal permitted uses shall be as follows.
   (1) R-1 District: NO CHANGE
   (2) R-1(E) Subdistrict: NO CHANGE
   (3) R-1(CS) Subdistrict: NO CHANGE.

C. Accessory uses shall be as follows:
   (1) R-1 District: NO CHANGE
   (2) R-1(E) Subdistrict: NO CHANGE
   (3) R-1(CS) Subdistrict: NO CHANGE
   (4) R-1(H)(CPT) Subdistrict
      (a) Home occupations
      (b) Other uses customarily incidental to principal permitted uses and on the same lot.

D. Conditional uses shall be as follows:
   (1) R-1 District: NO CHANGE
   (2) R-1(E) Subdistrict: NO CHANGE
   (3) R-1(CS) Subdistrict: NO CHANGE
   (4) R-1(H)(CPT) Subdistrict: none

E. Area, yard and building requirements for principal and accessory buildings shall be as follows:
   (1) Lot area, minimum:
      (a) R-1 District: NO CHANGE
      (b) R-1(E) Subdistrict: NO CHANGE.
      (c) R-1(CS) Subdistrict: NO CHANGE.
   (2) Lot width, minimum:
      (a) R-1 District: NO CHANGE
      (b) R-1(E) Subdistrict: NO CHANGE
      (c) R-1(CS) Subdistrict: NO CHANGE
Lot depth, minimum:
(a) R-1 District: NO CHANGE.
(b) R-1(E) Subdistrict: NO CHANGE
(c) R-1(CS) Subdistrict: NO CHANGE.
(d) R-1(H)(CPT) Subdistrict: one hundred (100) feet.

Lot coverage maximum:
(a) R-1 District: NO CHANGE
(b) R-1(E) Subdistrict: NO CHANGE
(c) R-1(CS) Subdistrict: NO CHANGE
(d) R-1(H)(CPT) Subdistrict: sixty percent (60%)

Reserved.

Building height.
(a) R-1 District: NO CHANGE
(b) R-1(E) Subdistrict: NO CHANGE
(c) R-1 (CS) Subdistrict: NO CHANGE
(d) R-1(H)(CPT) Subdistrict:
[1] No addition shall be constructed on the front, side or top of an existing building so as to change the architectural style of the front facade; additions may be made to the rear portions of existing structures so long as the addition complies with other bulk requirements and does not exceed 40ft. in height above the grade of the rear yard as measured at the two rear building corners existing at the time of the adoption of this ordinance.
[2] New construction shall not exceed the prevailing height as established on the subject blockfront as measured from the average grade of the two front corners of all principal building.

Yard dimension, minimum:
(a) R-1 District: NO CHANGE
(b) R-1(E) Subdistrict: NO CHANGE
(c) R-1(CS) Subdistrict: NO CHANGE
(d) R-1(H)(CPT) Subdistrict:
[1] Front: minimum of ten (10) feet.
   But in no event shall the rear wall be farther than 75 feet from the front lot line.
[3] Side: minimum of five (5) feet on one side; zero (0) or minimum of five (5) feet on other side.
(8) Density. Residential density of development of a site will be determined by site area per dwelling unit and maximum number of dwelling units adjusted where necessary for other on-site principal uses as calculated below:

(a) R-1 District and R-1(CS) Subdistrict:
   [1] NO CHANGE
   [2] NO CHANGE
   [3] NO CHANGE

(b) R-1(H)(CPT) Subdistrict: only one or two-family homes permitted.

(9) Other regulations in the R-1(E) Subdistrict: NO CHANGE

(10) (Reserved)

F. Off-street parking shall be as follows:
   (1) R-1 District: NO CHANGE
   (2) R-1(E) Subdistrict: NO CHANGE
   (3) R-1(CS) Subdistrict. NO CHANGE
   (4) R-1(H)(CPT) Subdistrict.: none permitted

G. Building facades in the:
   (1) R-1(E) Subdistrict. NO CHANGE
   (2) R-1(H)(CPT) Subdistrict. both new construction and alterations will be subject to the review of the Historic Preservation Commission pursuant to the Secretary of the Interior’s Standards for Historic Preservation Projects.

H. Sound and lighting standards in the R-1(E) Subdistrict: NO CHANGE

ARTICLE IX
General Supplementary Regulations

3. Section 196-27.-Subdistricts

The R-1(E), R-1(CS), R-1(H)(CPT), CBD(H), CBD(H)(CS), W(RDV), W(H), W(N), and I-1(W) Subdistricts are designed to provide flexibility to district regulations. The subdistricts further the public interest by subtracting permitted district uses in the Higher Education Subdistrict and increasing district requirements in the Historic Subdistrict.

A. R-1(E) Higher Education Subdistrict: NO CHANGE
B. CBD(H) Historic Subdistrict. NO CHANGE
C. Court Street (CS) Subdistrict NO CHANGE
D. I-1(W) Subdistrict. NO CHANGE
E. W(H) Subdistrict. NO CHANGE
F. W(RDV) Subdistrict. NO CHANGE
G. W(N) Waterfront North Overlay Subdistrict. NO CHANGE
H. R-1(H)(CPT) Castle Point Historic Subdistrict. The purpose of the Castle Point Historic Subdistrict is to reinforce and safeguard the heritage of this area which has been one of the most prestigious neighborhoods in Hoboken. This subdistrict which is also designated the "Castle Point Historic District" is distinguished by being the only neighborhood in the city typified by large, free-standing 1 and 2-family homes. Through architectural and bulk controls, the height and density will be limited to maintain the historic character.

Adopted: 

City Clerk

Approved:

Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: October 5, 2005
INTRODUCED BY: ________
SECONDED BY: ________

CITY OF HOBOKEN
RESOLUTION NO. ______

AUTHORIZING THE MAYOR TO EXECUTIVE AND SUBMIT TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AN AGREEMENT FOR PARTICIPATION IN FEDERAL AID PROGRAMS FUNDED THROUGH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Hoboken desires to continue its participation in the Federal Aid programs funded through the New Jersey Department of Transportation, Division of Local Government Services; and

WHEREAS, the projects eligible for funding pursuant to this agreement and subsequent Task Orders may be included in the Metropolitan Planning Organizations Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the City of Hoboken and the State of New Jersey need to specify the conditions applicable to the financing of the costs of the projects and the obligations of the City and the State with respect to the Projects; and

WHEREAS, this Agreement shall remain in effect and shall continue in full force and effect for a period of five (5) years;

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The City Council hereby authorizes the Mayor, or his lawfully appointed designee, to execute the Basic Agreement and any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This resolution shall take effect immediately.

Meeting Date: October 5, 2005

APPROVED:                      APPROVED AS TO FORM:

______________________________  ______________________________
Fred M. Bado, Director         Joseph S. Sherman, Corporation Counsel
Community Development
I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the $2,095.00 necessary to meet this contract amount is available in the SFY 2006 Budget, in the following appropriation, Parking Utility Other Expense - 6-31-55-502-200. These funds will be sufficient to meet the contractual commitment providing for:

Refund of deposits for AVI Cards used in the Municipal Garages

and awarded to the following vendor:

   Hoboken Parking Utility (to be dispersed to shown individuals)
   94 Washington Street
   Hoboken, NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

______________________________
Temporary Chief Financial Officer

Date:________________________
CITY OF HOBOKEN
RESOLUTION NO. ________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS DEPOSITS FOR VEHICLE AVI CARDS USED IN THE MUNICIPAL GARAGES OF THE HOBOKEN PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility requires its monthly customers within the Municipal Garages within Hoboken to make a deposit as security for the individual vehicle AVI (computer card) used to enter/exit the garage(s), and

WHEREAS, the Hoboken Parking Utility receives said deposits from the individual customers, and

WHEREAS, this deposit is refundable upon the cancellation of the contract between the individual and the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the deposit value equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Two Thousand Ninety-Five Dollars ($2,095.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2006 Budget Fund line number 6-31-55-502-200. (See attached list)

Meeting: 5 October 2005

APPROVED:                     APPROVED AS TO FORM:

Richard England, Business Admin  Joseph Sherman, Corporation Counsel
CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the $2,763.00 necessary to meet this contract amount is available in the SFY 2006 Budget, in the following appropriation, Parking Utility Other Expense - 6-31-55-502-200. These funds will be sufficient to meet the contractual commitment providing for:

Refund of Erroneous Booting charges and Dismissed Tows

and awarded to the following vendor:

Hoboken Parking Utility (to be dispersed to shown individuals)
94 Washington Street
Hoboken, NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

______________________________
Temporary Chief Financial Officer

Date:____________________

INTRODUCED BY:____________________________
CITY OF HOBNOKEN
RESOLUTION NO. ________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS FOR DISMISSED CHARGES FOR BOOTING AND/OR TOWING ACTIONS TAKEN BY THE HOBNOKEN PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility is charged with providing on/off street parking for the citizens of Hoboken, and

WHEREAS, the Hoboken Parking Utility is also charged with enforcing existing parking regulations within the City of Hoboken, and

WHEREAS, this enforcement, occasionally, results in citations being issued, and dismissed by the Municipal Court, by the employees of the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the towing and/or boot removal charges which were dismissed by the Municipal Court, equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Two Thousand Seven Hundred Sixty-Three Dollars ($2,763.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2006 Budget Fund line number 6-31-55-502-200. (See attached list)

Meeting: 5 October 2005

APPROVED: 

APPROVED AS TO FORM:

______________________________  ________________________________
Richard England, Business Admin  Joseph Sherman, Corporation Counsel
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, ADOPTED SEPTEMBER 4, 1991 AS ORDINANCE #2278.

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

ARTICLE V
LOADING ZONE

190-11 Loading Zone
Section 1: The locations described are hereby repealed as a loading zone.

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Time</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Eight Street and extending 35 feet northerly therefrom</td>
</tr>
<tr>
<td>Clinton Street</td>
<td>8:00 am. to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 90' feet north of the north the northerly curbline of First Street and extending 70' northerly therefrom.</td>
</tr>
<tr>
<td>Garden Street</td>
<td>7:00am to 11:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Fourteenth Street and extending 60 feet northerly therefrom.</td>
</tr>
<tr>
<td>Grand Street</td>
<td>6:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 80 feet south of the southerly curbline of Ninth Street and extending 80 feet southerly therefrom.</td>
</tr>
<tr>
<td>Grand Street</td>
<td>6:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 285 feet south of the southerly curbline of Ninth Street and extending 50 feet southerly therefrom.</td>
</tr>
<tr>
<td>Grand Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 317 feet south of the southerly curbline of Eight Street and extending 22 feet southerly therefrom.</td>
</tr>
<tr>
<td>Grand Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 46 feet south of the southerly curbline of First Street and extending 50 feet southerly therefrom.</td>
</tr>
<tr>
<td>Name of Street</td>
<td>Time</td>
<td>Side</td>
<td>Location</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------</td>
<td>------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Madison Street</td>
<td>5:00am to 5:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Observer Highway and extending 43 north therefrom.</td>
</tr>
<tr>
<td>Newark Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 50 feet west of the westerly curbline of River Street and extending 44 feet westerly therefrom.</td>
</tr>
<tr>
<td>Fifth Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 64 feet west of the westerly curbline of Monroe Street and extending 50 feet westerly therefrom.</td>
</tr>
<tr>
<td>First Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 123 feet east of the easterly curbline of Jefferson Street and extending 36 feet easterly therefrom.</td>
</tr>
</tbody>
</table>

Section 2: All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be part of the Hoboken Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. Proper signs shall be erected in accordance with the current “Manual on Traffic Control Devices.” This ordinance shall take effect as provided by law.

Mayor ________________________

City Clerk ________________________

Approved as to legal from Corporation Counsel

October 5, 2005
VANDOR + VANDOR

MEMORANDUM

To: Mayor David Roberts
   City Council members
   Fred Bado, Community Development Director
   Joseph Sherman, Corporation Counsel

From: Elizabeth Vandor, P.P., AICP

Date: September 30, 2005

Re: PROPOSED DESIGNATION OF CASTLE POINT HISTORIC DISTRICT AND CREATION OF RELATED ZONING SUBDISTRICT

On April 28, 2003, the Hoboken Planning Board adopted a city-wide Master Plan. One of its components was an Historic Preservation Plan Element (HPPE). An Historic Preservation Plan Element, while an optional component of a municipal master plan, is essentially a prerequisite for designation and regulation of historic sites or districts in a zoning ordinance. N.J.S.A. 40:55D-65.1 states that a municipality may designate and regulate historic sites or historic districts and provide design criteria and related guidelines in its zoning ordinance. It requires that designations of historic sites and historic districts be based on identifications in the historic preservation plan element of the municipal master plan.

The HPPE identified several possible new historic districts one of which was called the Stevens Historic District by the State Historic Preservation Officer (SHPO) who, by opinion, found the district eligible for the National Register of Historic Places in 1991. The district was described as including the entire Stevens Institute of Technology campus, both sides of Castle Point Terrace, the east side of Hudson Street between Eighth and Tenth Streets and Elysian Park.

The HPPE recommended that the City Council increase the number of locally regulated historic districts to the maximum. It further recommended that the Council revise the zoning ordinance to better integrate historic preservation considerations into the development review process through refinement of existing zoning regulations, such as bulk standards and façade design requirements.

In order to begin to carry out these recommendations, two ordinances have been prepared. The first (Chapter 36 of the City Code) is a designation of what will be called the "Castle Point Historic District" which covers the area of the suggested Stevens district not covered by the R-1(E) overlay zoning. The Stevens campus can be added at a later date. For now the Castle Point Historic District would cover Castle Point Terrace, Hudson St. from 8th to 10th Streets and Elysian Park.
The second ordinance (amendments to Chapter 196, Zoning, in the City Code) creates the "Castle Point Historic Subdistrict" which covers the area identified as the new historic district but without Elysian Park since the park cannot be developed. Analysis was completed which examined existing building type, number of units, front and rear setbacks, on-site parking and current lot area per dwelling unit. The proposed zoning regulations will appear in the R-1 district zoning schedule. A summary of the salient aspects of the regulations follow:

- permitted uses: 1 and 2-family detached homes only
- accessory uses: home occupations
- conditional uses: none
- parking: none permitted or required
- lot area & dimensions: 2000 sq.ft. (20ft. x 100ft.) for 1-family homes; 3000 sq.ft. (30ft. x 100ft.) for 2-family homes
- lot coverage: 60% as in R-1
- yards: front (10ft. minimum); rear (30ft. minimum; rear wall to be no farther than 75ft. from front lot line); side yards (minimum 5ft. on at least one side, 0ft. permitted on second side)
- building height:
  - additions: none permitted to front, top or side if it changes the existing architectural style of the front facade
  - additions: permitted in rear if it meets other bulk requirements, no taller than 40ft. in height
  - new construction: limited to prevailing height of subject blockfront at time of adoption of ordinance
- density: 1 and 2-family homes only
- building facades: subject to review of Historic Commission pursuant to the Secretary of the Interior standards for historic preservation projects
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 155.1 “RENT CONTROL”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 155.1 Rent control Ordinance; and

NOW, THEREFORE BE IT ORDAINED:

1. Section 155-1, Definitions, shall be supplemented as follows:

   Full Disclosure Statement – The statement a landlord and/or his agent shall be required to sign and deliver to each tenant by certified mail identifying the name and address of the landlord and his or her agent, if any; identifying the name, address and telephone number of the superintendent, if any; a statement generally advising the tenant that the City has adopted a Rent Control ordinance; and notification of the two-year period of limitations for filing an application for a rent rebate. As an alternative to certified mail, the tenant may sign a document acknowledging receipt of the full disclosure statement; a copy of this statement shall also be filed with the Rent Control office.

2. Section 155-4, Controls; increase restrictions, shall be supplemented as follows:

   (New Section) 155-1.1 Rebate Limitation

   Notwithstanding the provisions in Section 155-4 of this Chapter, a determination of the Division Chief of the Rent Leveling & Stabilization office, of the legal rent for an apartment will not result in a credit or refund of any rents previously overpaid by a Tenant, if the following has occurred:

   A. The Landlord has served the Tenant with a full Disclosure Statement, as defined in Section 155-1, which fully sets forth the Tenant’s right to request a legal rent calculation and to secure a rebate of any overpaid rents; and
   B. The Tenant had failed to request a legal rent calculation within two years from the receipt of the full Disclosure Statement.

   It will be the burden of the Landlord to demonstrate to the Division Chief of the Rent Leveling & Stabilization office, that a full Disclosure Statement was served and acknowledged by the Tenant, and that the two (2) year period within which to receive a rebate has since expired.
NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: 

Approved:

__________________________________________________________________________
City Clerk 

Mayor 

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: October 5, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 155.2 “RENT CONTROL”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 155.2, Rent control Ordinance; and

NOW, THEREFORE BE IT ORDAINED:

1. Section 155-2, Limitation of Applicability, shall be supplemented as follows:

   (New Section) H. Owner occupied two (2) family dwellings. Only the owner of record is entitled to this exemption.

NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: Approved:

__________________________________________  __________________________________________
City Clerk  Mayor

Approved as to Form:

__________________________________________
Joseph S. Sherman, Corporation Counsel

Date: October 5, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 155-20(A)(4) “RENT CONTROL”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 155-20(A)(4), Rent control Ordinance; and

NOW, THEREFORE BE IT ORDAINED:

1. Section 155-20(A)(4) shall be amended from

(4) Tenant application contesting imposition or rent increase under §155-5, or application for reduction in rent pursuant to §155-15: Five dollars ($5.00)

TO:

(4) All requests for Updating Legal Base rents; applications contesting imposition of rent increases under Section 155-5 or applications for reduction in rent pursuant to Section 155-15 shall have a fee of Ten dollars ($10.00) per unit.

NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: ___________________________ Approved: ___________________________

City Clerk Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: October 5, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
AMENDING CHAPTER 196-8 “ZONING MAP”

WHEREAS, the Hoboken City Council seeks to make amendments to Chapter 196-8, Zoning Map.

NOW, THEREFORE BE IT ORDAINED:

ARTICLE III
Zoning District Established

1. Section 196-8. Zoning Map

The location and boundaries of said districts and sites are hereby established as shown on the Zoning Map of the City of Hoboken as revised, which is attached hereto and is hereby made a part of the chapter. Said map, together with everything shown thereon, and all amendments thereto shall be part of this chapter as if the same were fully described and set forth herein.²

The most recent amendment to the map, adopted by the Council on ____________, is a correction to the R-1(E) overlay which had erroneously been placed over several properties belonging in the R-1 zone.

The R-1(E) overlay is corrected as follows:

Along the western boundary of the R-1(E) on the eastern side of Hudson Street beginning at the mid-line of Sixth Street, the western half of Block 228 has been excluded from the R-1(E) overlay.

Along the western boundary of the R-1(E) on the eastern side of Castle Point Terrace beginning at the mid-line of Ninth Street and running to Elysian Park (Tenth Street) the western portion of Block 239 has been excluded such that the boundary line runs along the rear lot lines of the properties fronting on Castle Point Terrace.

NOW, THEREFORE BE IT ORDAINED that:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: 

City Clerk

Approved: 

Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: October 5, 2005

2 The Zoning Map is included at the end of this chapter.
CITY OF HOBOKEN  
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE REFUND  
OF TAX OVERPAYMENTS/INTEREST

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order of the following taxpayer in the sum opposite their respective name, totaling $120,377.52 representing overpayment of taxes:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Visceglie</td>
<td>207\5</td>
<td>809 Bloomfield St.</td>
<td>$37.20</td>
</tr>
<tr>
<td>809 Bloomfield Street</td>
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<tr>
<td>Hoboken, N. J.    07030</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Chase Home Fin.</td>
<td>77\28</td>
<td>606-08 Adams St.</td>
<td>$1,801.27</td>
</tr>
<tr>
<td>P. O. Box 569763</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas, Texas     75356</td>
<td></td>
<td></td>
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<tr>
<td>Ya-Fang Lu</td>
<td>149\1\C0E3F</td>
<td>402 9th St.</td>
<td>$1,037.63</td>
</tr>
<tr>
<td>402 Ninth Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apt. E3F</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.    07030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page One of Four
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
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<tbody>
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<td>Affinity Federal Credit</td>
<td>114\1</td>
<td>1301-19 Adams St.</td>
<td>$5,666.63</td>
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<td>73 Mountain View Boulevard</td>
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<td>Basking Ridge, N. J. 07920</td>
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<tr>
<td>Citi Mortgage</td>
<td>191\6</td>
<td>427 Garden St.</td>
<td>$2,738.45</td>
</tr>
<tr>
<td>95 Methodist Hill Rd.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Suite 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rochester, N.Y. 14623</td>
<td></td>
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<td>Attn: Refund Dept.</td>
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<tr>
<td>Citi Mortgage Inc.</td>
<td>82\1</td>
<td>701-03 Monroe St.</td>
<td>$2,654.52</td>
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<tr>
<td>5280 Corporate Drive</td>
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<tr>
<td>Dept. 1009</td>
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<td></td>
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<tr>
<td>Frederick, Md. 21703</td>
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<td>Citi Mortgage Inc.</td>
<td>220\22\C0006</td>
<td>938 Hudson St.</td>
<td>$913.42</td>
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<tr>
<td>Mail Stop 22-528-1009</td>
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<tr>
<td>P. O. Box 9444</td>
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<td>Gaithersburg, Md. 20898-9444</td>
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<tr>
<td>Chase Home Finance</td>
<td>25\1\C008C</td>
<td>700 1st. Street</td>
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<td>3415 Vision Drive</td>
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<tr>
<td>Columbus, Ohio 43219-6009</td>
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<td>1034 Willow Ave. LLC</td>
<td>162\9</td>
<td>1034 Willow Ave.</td>
<td>$6,591.99</td>
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<td>Joseph V. Covello</td>
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<td>158 Childs Road</td>
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<td>Basking Ridge, N. J. 07920</td>
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<td>M. Rodriguez &amp; J. Power</td>
<td>77\15\C0002</td>
<td>629-33 Jefferson St.</td>
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<td>Hoboken, N. J. 07030</td>
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<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
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<td>-------------</td>
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<td>Wells Fargo Home Mortg.</td>
<td>173\13\C011D</td>
<td>261 12th Street</td>
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<td>1 Home Campus</td>
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<td>Des Moines, IA 50328-0001</td>
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<td>Interchange Bank</td>
<td>179\27</td>
<td>336 Garden St.</td>
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<td>Park 80 West/Plaza Two</td>
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<td>Saddle Brook, N. J. 07663-5893</td>
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<tr>
<td>Anthony &amp; Alex Caprio</td>
<td>76\1\C07GA</td>
<td>607 Madison St.</td>
<td>$ 80.36</td>
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<td>607 Madison St. #7A</td>
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<tr>
<td>Hoboken, N. J. 07030</td>
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<tr>
<td>Chase Home Finance LLC</td>
<td>89\12\C0603</td>
<td>501 9th Street</td>
<td>$ 688.24</td>
</tr>
<tr>
<td>3415 Vision Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Columbus, Ohio 43219-6009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Countrywide Tax Service</td>
<td>74\22</td>
<td>624 Monroe Street</td>
<td>$ 115.51</td>
</tr>
<tr>
<td>P. O. Box 10211</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SV3-24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Nuys, CA 91410-0211</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. &amp; M. Bankert</td>
<td>155\3\C0PHH</td>
<td>1021 Grand St.</td>
<td>$4,504.73</td>
</tr>
<tr>
<td>1021 Grand St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment #PHH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crusader Servicing Corp.</td>
<td>139\1.1</td>
<td>So. of Hudson Place</td>
<td>$81,880.35</td>
</tr>
<tr>
<td>179 Washington Lane</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jenkintown, Pa. 19046</td>
<td></td>
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</tr>
</tbody>
</table>

Meeting: October 5, 2005
CITY OF HOBOKE
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE REFUND
OF TAX OVERPAYMENTS/INTEREST

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds
be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order
of the following taxpayer in the sum opposite their respective name, totaling $120,377.52

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Visceglie</td>
<td>207\5</td>
<td>809 Bloomfield St.</td>
<td>$37.20</td>
</tr>
<tr>
<td></td>
<td>809 Bloomfield Street</td>
<td>Hoboken, N. J. 07030</td>
<td></td>
</tr>
<tr>
<td>Chase Home Fin.</td>
<td>77\28</td>
<td>606-08 Adams St.</td>
<td>$1,801.27</td>
</tr>
<tr>
<td>P. O. Box 569763</td>
<td></td>
<td>Dallas, Texas 75356</td>
<td></td>
</tr>
<tr>
<td>Ya-Fang Lu</td>
<td>149\1\C0E3F</td>
<td>402 9th St.</td>
<td>$1,037.63</td>
</tr>
<tr>
<td></td>
<td>402 Ninth Street</td>
<td>Apt. E3F</td>
<td>Hoboken, N. J. 07030</td>
</tr>
<tr>
<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Affinity Federal Credit</td>
<td>114\1</td>
<td>1301-19 Adams St.</td>
<td>$5,666.63</td>
</tr>
<tr>
<td>73 Mountain View Boulevard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basking Ridge, N. J. 07920</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Mortgage</td>
<td>191\6</td>
<td>427 Garden St.</td>
<td>$2,738.45</td>
</tr>
<tr>
<td>95 Methodist Hill Rd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rochester, N.Y. 14623</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Refund Dept.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Mortgage Inc.</td>
<td>82\1</td>
<td>701-03 Monroe St.</td>
<td>$2,654.52</td>
</tr>
<tr>
<td>5280 Corporate Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. 1009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frederick, Md. 21703</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Mortgage Inc.</td>
<td>220\22\C0006</td>
<td>938 Hudson St.</td>
<td>$913.42</td>
</tr>
<tr>
<td>Mail Stop 22-528-1009</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>P. O. Box 9444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gaithersburg, Md. 20898-9444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Mortgage Inc.</td>
<td>77\15</td>
<td>629-33 Jefferson St.</td>
<td>$1,528.36</td>
</tr>
<tr>
<td>5280 Corporate Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>Dept. 1009</td>
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<tr>
<td>Frederick, Md. 21703</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase Home Finance</td>
<td>25\1\C008C</td>
<td>700 1st. Street</td>
<td>$2,831.69</td>
</tr>
<tr>
<td>3415 Vision Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Columbus, Ohio 43219-6009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1034 Willow Ave. LLC</td>
<td>162\9</td>
<td>1034 Willow Ave.</td>
<td>$6,591.99</td>
</tr>
<tr>
<td>Joseph V. Covello</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>158 Childs Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basking Ridge, N. J. 07920</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Rodriguez &amp; J. Power</td>
<td>77\15\C0002</td>
<td>629-33 Jefferson St.</td>
<td>$2,407.38</td>
</tr>
<tr>
<td>629-33 Jefferson St. #2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
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</tbody>
</table>

Page Two of Four
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Home Mortg.</td>
<td>173\13\C011D</td>
<td>261 12\textsuperscript{th} Street</td>
<td>$1,205.99</td>
</tr>
<tr>
<td>1 Home Campus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Des Moines, IA 50328-0001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interchange Bank</td>
<td>179\27</td>
<td>336 Garden St.</td>
<td>$3,693.80</td>
</tr>
<tr>
<td>Park 80 West/Plaza Two</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saddle Brook, N. J. 07663-5893</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anthony &amp; Alex Caprio</td>
<td>76\1\C07GA</td>
<td>607 Madison St.</td>
<td>$ 80.36</td>
</tr>
<tr>
<td>607 Madison St. #7A</td>
<td></td>
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</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Chase Home Finance LLC</td>
<td>89\12\C0603</td>
<td>501 9\textsuperscript{th} Street</td>
<td>$ 688.24</td>
</tr>
<tr>
<td>3415 Vision Drive</td>
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<td>So. of Hudson Place</td>
<td>$81,880.35</td>
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<tr>
<td>179 Washington Lane</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Jenkintown, Pa. 19046</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meeting: October 5, 2005
Approved as to Form:

____________________________
CORPORATION COUNSEL

____________________________
Louis P. Picardo

Page Four of Four
RESOLUTION AUTHORIZING THE PLANNING BOARD OF THE CITY OF HOBOKEN TO CONDUCT A PRELIMINARY INVESTIGATION OF PROPOSED AREA IN NEED OF REDEVELOPMENT IN ACCORDANCE WITH LOCAL REDEVELOPMENT AND HOUSING LAW AND TO PROVIDE RECOMMENDATIONS TO THE CITY COUNCIL

WHEREAS, pursuant to the Local Redevelopment and Housing Law, the City Council of the City of Hoboken may direct the Planning Board to conduct a preliminary investigation and public hearing to determine whether certain areas of the City are in need of redevelopment in accordance with N.J.S.A. 40A:12A-6; and

WHEREAS, the City Council desires that the Planning Board conduct such a study to determine whether the following block and lot designation on the current Hoboken tax map:

Block 92, Lots 1.1, 1.2, 1.11 and 1.12

Block 93, Lots 1 to 32

Block 97, Lots 1.1, 1.2, 1.3, 2, 3, 4, 5, 6.2, 6.3 and 7 to 22.2

Block 101, Lot 1.1

Block 105, Lot 1.1

Block 106, Lots 1 to 32

Block 111, Lots 2 to 14.1

Block 112, Lots 1 to 32

are an area in need of redevelopment; and

WHEREAS, upon the completion of the preliminary investigation and hearing, the Planning Board must provide recommendations to the City Council as to the proposed redevelopment areas;
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN:

1. That the Planning Board of the City of Hoboken is hereby authorized and directed to perform a preliminary investigation and hold a public hearing to determine whether the proposed areas as set forth in the attached list of City Blocks and Lots are in need of redevelopment and to submit its recommendation to the City Council in accordance with N.J.S.A. 40A:12A-6 et seq.; and

2. That this Resolution shall be effective immediately.

Meeting Date: October 5, 2005

APPROVED: ________________________________  APPROVED TO FORM: ________________________________

Fred M. Bado, Director  Joseph S. Sherman, Corporation Counsel
Community Development
CITY OF HOBOken
RESOLUTION NO.________

RESOLUTION REJECTING THE BIDS RECEIVED BY THE CITY OF HOBOken FOR PIER C PARK CONSTRUCTION

WHEREAS, the City of Hoboken sought competitive proposals for the “Pier C Park Construction” on August 19, 2005; and

WHEREAS, the following firms submitted the following proposals:

<table>
<thead>
<tr>
<th>VENDORS</th>
<th>PROPOSALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) E.I.C. Associates, Inc</td>
<td>$21,861,050.00</td>
</tr>
<tr>
<td>Springfield, NJ</td>
<td></td>
</tr>
<tr>
<td>2.) Hall Construction</td>
<td>$22,947,000.00</td>
</tr>
<tr>
<td>Farmingdale, NJ</td>
<td></td>
</tr>
<tr>
<td>3.) George Harms Construction Co., Inc.</td>
<td>$28,825,825.00</td>
</tr>
<tr>
<td>Farmingdale, NJ</td>
<td></td>
</tr>
<tr>
<td>4.) John P. Picone, Inc.</td>
<td>$43,720,000.00</td>
</tr>
<tr>
<td>Lawrence, NY</td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, said proposals were submitted to the City’s architect, Michael Van Valkenburgh Associates, Landscape Architects for its review of the proposals received by the City of Hoboken; and

WHEREAS, it is the recommendation of Michael Van Valkenburgh, Landscape Architects that the above stated proposals for “Pier C Park Construction” be rejected;

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

1. The above recitals are incorporated herein as thoughtfully set forth at length.
2. The City Council hereby rejects the proposals of the above vendors.
3. The Administration is hereby authorized to re-advertise for the receipt of proposals for the construction of Pier C Park.

Meeting of: October 5, 2005

APPROVED:                             APPROVED AS TO FORM:

Fred M. Bado, Director,               Joseph S. Sherman, Corporation Counsel
Community Development
RESOLUTION AWARDING A TWO (2) YEAR CONTRACT FOR EXTERMINATING SERVICES FOR THE CITY OF HOBOKEN BASED ON THE LOWEST RESPONSIBLE BIDDER.

WHEREAS, pursuant to the resolution of the City Council and after public advertising thereof, the following proposal was received for the supply of Exterminating Services for the City of Hoboken in accordance with the specifications set forth in City of Hoboken Bid 06-05.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Monthly $ Buildings</th>
<th>Monthly $ Parks</th>
<th>Weekly $ Parks</th>
<th>Hourly $ on Call Ins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Pest Control</td>
<td>$750.00</td>
<td>$395.00</td>
<td>$275.00</td>
<td>$75.00/hr</td>
</tr>
<tr>
<td>101 Grandview Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Paterson, NJ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pest-A-Side Exterminator</td>
<td>$8,124.00</td>
<td>$12,636.00</td>
<td>$37.00/pppf</td>
<td>$43.00/hr</td>
</tr>
<tr>
<td>56 Sanitarium Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridgeton, NJ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mac Pest Control</td>
<td>$600.00</td>
<td>$400.00</td>
<td>$250.00</td>
<td>$75.00/hr</td>
</tr>
<tr>
<td>P.O. Box 392</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franklin Lakes, NJ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

1. The above recitals are incorporated herein as thought fully set forth at length.
2. The council hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. The Mayor, or his designee is hereby authorized to execute an agreement for the above references goods and/or services based upon the following information:

Mac Pest Control, P.O. Box 392, Franklin Lakes, NJ

Approved:                      Approved to Form:

_______________________          _______________________
Joseph Peluso, Director, Envir. Svcs.    Joseph S. Sherman, Corp. Counsel

Date: 7 October 2005
<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Aide P/T</td>
<td>$7.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Aide P/T</td>
<td>$7.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Clerk P/T</td>
<td>$7.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Code Enforcement Officer</td>
<td>$20,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Code Enforcement Officer P/T</td>
<td>$10.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>$15,000.00</td>
<td>$36,710.00</td>
</tr>
<tr>
<td>Customer Service Representative - Bilingual</td>
<td>$15,000.00</td>
<td>$38,000.00</td>
</tr>
<tr>
<td>(change) Deputy Municipal Emergency Management Coordinator</td>
<td>from $5,000.00 to $60,000.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Intern P/T</td>
<td>$5.15</td>
<td>$6.15</td>
</tr>
<tr>
<td>License Inspector P/T</td>
<td>$15.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Parking Enforcement Officer - Meter Collector</td>
<td>$18,000.00</td>
<td>$33,800.87</td>
</tr>
<tr>
<td>Parking Enforcement Officer - Meter Collector, Repairer</td>
<td>$18,000.00</td>
<td>$33,800.87</td>
</tr>
<tr>
<td>Parking Meter Supervisor</td>
<td>$22,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Recreation Aide P/T</td>
<td>$8.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Senior Customer Service Representative</td>
<td>$22,000.00</td>
<td>$40,171.44</td>
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<tr>
<td>Supervising Laborer</td>
<td>$33,500.00</td>
<td>$55,163.00</td>
</tr>
<tr>
<td>Supervisor, Customer Service</td>
<td>$35,000.00</td>
<td>$53,340.17</td>
</tr>
<tr>
<td>Supervisor, Parking Enforcement Officers</td>
<td>$22,000.00</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>
AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED);
(Approval; 460 8th Street)

Handicap Spaces

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

A Section 192-4 is amended to add the following;

DELETE:

Eleanor Falconer, 460 Eighth Street (west side of Adams Street, beginning at a point 93 feet from the northerly curbline of Eighth Street and extending 12 feet northerly therefrom)

ADD:

John LiButti, 460 Eighth Street (west side of Adams Street, beginning at a point 93 feet from the northerly curbline of Eighth Street and extending 12 feet northerly therefrom)

B All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be a part of the Hoboken Code as Though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

__________________________________                      ___________________________
City Clerk                                                                 Approved as to Legal Form
Corporation Counsel

__________________________________
MAYOR

Meeting Date: November 2, 2005
CITY OF HOBOKEN
RESOLUTION NO. ____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT TO HILT CONSTRUCTION INC.

WHEREAS, the City of Hoboken, Department of Environmental Services has a need for additional construction services with regard to the City Hall improvements; and

WHEREAS, the City of Hoboken, Department of Environmental Services has awarded a contract to Hilt Construction, Inc., 44 Essex Drive, Monmouth Junction, New Jersey 08852; and

WHEREAS, the scope of work in the aforementioned contract has been expanded to include additional brick, rail and parapet repair, as well as the addition of a project manager at Hoboken's City Hall; and

WHEREAS, there exists a need for the maximum amount of the contract to Hilt Construction, Inc. be increased from One Million Seven Hundred Thirty Two Thousand Seven Hundred Twenty Eight Dollars ($1,732,728.00) to One Million Eight Hundred Thirty Two Thousand Six Hundred Eighty Three ($1,832,683); and

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

1. An amended contract for the professional engineering services shall be prepared and executed as follows:
   Hilt Construction, Inc.
   44 Essex Drive
   Monmouth Junction, NJ 08852, not to exceed $1,832,683.00.

2. The Mayor and City Clerk are hereby authorized to execute this Agreement.

3. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

This Resolution is effective immediately.

Department of Environmental Services: Approved as to form:

Joseph Peluso, Director

Joseph S. Sherman, Corporation Counsel

Date of Meeting: November 2, 2005
CITY OF HOBKOKEN
RESOLUTION NO. ___

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HUDSON COUNTY FOR THE POLICING OF COUNTY ROADS WITHIN THE CITY OF HOBKOKEN

WHEREAS, the Hudson County Board of Freeholders ("Freeholders") passed an Ordinance No. 398-7-1996 which eliminated the division of Police Services ("Hudson County Police"); and

WHEREAS, the City of Hoboken supported the County Freeholders' decision to eliminate the Hudson County Police; and

WHEREAS, N.J.S.A. 39:4-197.2 authorizes municipalities which maintain paid police forces to regulate traffic and parking along and upon any county road or part thereof within its borders, by passage of a resolution and with the consent of the County; and

WHEREAS, Hoboken maintains a paid police department; and

WHEREAS, an agreement has been prepared which would memorialize this transfer of responsibility for policing the county roads within the City of Hoboken from the County to the City of Hoboken which is attached hereto and is incorporated by reference.

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

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall be in effect immediately.

Approved: 

Richard England, Interim 
Business Administrator

Approved as to form:

Joseph S. Sherman, Corporation Counsel

Date of Meeting: November 2, 2005
CITY OF HOBOKEN
ORDINANCE NO. _________


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

ARTICLE V
LOADING ZONE

190-11 Loading Zone

Section 1: The locations described are hereby repealed as a loading zone.

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Time</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Eight Street and extending 35 feet northerly therefrom.</td>
</tr>
<tr>
<td></td>
<td>Monday to Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinton Street</td>
<td>8:00 am. to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 90' feet north of the north the northerly curbline of First Street and extending 70' northerly therefrom.</td>
</tr>
<tr>
<td></td>
<td>Monday to Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garden Street</td>
<td>7:00am to 11:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Fourteenth Street and extending 60 feet northerly therefrom.</td>
</tr>
<tr>
<td></td>
<td>Monday to Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Street</td>
<td>6:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 80 feet south of the southerly curbline of Ninth Street and extending 80 feet southerly therefrom.</td>
</tr>
<tr>
<td></td>
<td>Monday to Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Street</td>
<td>6:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 285 feet south of the southerly curbline of Ninth Street and extending 50 feet southerly therefrom.</td>
</tr>
<tr>
<td></td>
<td>Monday to Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Street</td>
<td>Time</td>
<td>Side</td>
<td>Location</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Madison Street</td>
<td>5:00am to 5:00pm</td>
<td>west</td>
<td>beginning at a point of 35 feet north of the northerly curbline of Observer Highway and extending 43 north therefrom.</td>
</tr>
<tr>
<td>Newark Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 50 feet west of the westerly curbline of River Street and extending 44 feet westerly therefrom.</td>
</tr>
<tr>
<td>Fifth Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 64 feet west of the westerly curbline of Monroe Street and extending 50 feet westerly therefrom.</td>
</tr>
<tr>
<td>First Street</td>
<td>8:00am to 6:00pm</td>
<td>south</td>
<td>beginning at a point of 123 feet east of the easterly curbline of Jefferson Street and extending 36 feet easterly therefrom.</td>
</tr>
<tr>
<td>Grand Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 46 feet south of the southerly curbline of First Street and extending 50 feet southerly therefrom.</td>
</tr>
</tbody>
</table>

Section 1: The location described is hereby designated as a loading zone.

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Time</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Street</td>
<td>8:00am to 6:00pm</td>
<td>west</td>
<td>beginning at a point of 317 feet south of the southerly curbline of Eight Street and extending 22 feet southerly therefrom.</td>
</tr>
</tbody>
</table>

Section 2: All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be part of the Hoboken Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. Proper signs shall be erected in accordance with the current “Manual on Traffic Control Devices.” This ordinance shall take effect as provided by law.

Mayor ________________________  City Clerk __________________________

____________________________________
Approved as to form
Corporation Counsel

Date of Meeting: November 2, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN
THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY
LOCATED AT 1030 HUDSON STREET HOBOKEN, NEW JERSEY, MORE
PARTICULARLY KNOWN AS LOT 15, BLOCK 221, ON THE TAX MAP OF
THE CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, George Weiner, AIA has petitioned the City of Hoboken for the granting of a certain easement over municipal lands at 1030 Hudson Street, Hoboken, New Jersey, (“the premises”) which premises is more particularly described as Lot 15, Block 221, on the Tax Map of the City of Hoboken, New Jersey, in order to maintain an encroachment on municipal lands for the purpose placing canopy over the main entrance within the fence line adjacent to the western property line. The easements are described as follows:

METES AND BOUNDS
(PROPOSED FRONT YARD SUNKEN LEVEL)

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the westerly line of Hudson Street, distant 32.00 feet southerly from the intersection formed by the southerly line of Eleventh Street with the westerly line of Hudson Street, said point being opposite the center of a party wall standing partly on the premises being described and partly on the premises adjoining the north and running thence:

THENCE South 13° -04′ –W and along the westerly line of Hudson Street a distance of 31.67 feet to a point opposite the center of another party wall standing partly on the premises being described and partly on the premises adjoining the south;

THENCE N-76 ° -56′-W, to thru and beyond the center of said party wall a distance of 110.00 feet to a point;

THENCE N-13 °-04′-E and parallel to Hudson Street a distance of 31.67 feet to a point opposite the center of the first mentioned party wall;

THENCE S-76 °-56′-E, to thru and beyond the center of said party wall a distance of 110.00 feet to a point in the westerly line of Hudson Street, said point or place of BEGINNING.
Known as Lot 15, Block 221 as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 1030 Hudson Street, Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF HOBKOKEN THAT THE CITY OF HOBKOKEN HEREBY GRANTS 1030 Hudson Street, THE AFOREMENTIONED EASEMENT SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of any projections or encumbrances, under or upon any street, sidewalk or public easement, for any reason including but not limited to destruction of premises by fire.

3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising form the making of improvements referred to herein and the construction, use and maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.

6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.
7. This ordinance shall take effect as provided by law.

Adopted: ___________________________ Approved: ___________________________

______________________________  ______________________________
City Clerk                          Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: November 2, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CRIMINAL HISTORY BACKGROUND CHECKS OF EMPLOYEES AND VOLUNTEERS INVOLVED WITH CITY OF HOBOKEN PROGRAMS OR SERVICES FOR MINORS

WHEREAS, the City of Hoboken wants to ensure that the municipality is providing the safest possible recreational and other programs for its youth; and

WHEREAS, recently enacted State law, N.J.S.A. 15A:3A-1, et seq., permits the municipality to request that the Attorney General’s office conduct a criminal history record background check on each prospective and current employee or volunteer participating in any Hoboken endorsed or sponsored programs which provide recreational, cultural, charitable, social or there activities or services for persons younger than 18 years of age; and

WHEREAS, the Mayor recommends that all such current and prospective employees and volunteers involved with such youth programs be required to submit to such criminal background checks at the City of Hoboken’s cost; and

WHEREAS, the municipality desires that all youth programs sponsored in Hoboken, such as Little League, Pop Warner, Youth Basketball and Lacrosse and Indoor/Outdoor Soccer, and the like, be required to perform criminal background checks on their employees and volunteers, as a condition of Borough sponsorship.

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

SECTION 1. Article VI “Boards, Commissions, Bureaus and Authorities” is amended and supplemented by the addition of the following new Section 2.64:

Section 2.64 “Criminal History Background Checks of Employees and Volunteers of Nonprofit Youth Serving Organizations”.

Section 2.64-1 Definitions Relative to Criminal History Background Checks for Employees and Volunteers of Youth Serving Organizations. As used in this Ordinance:

A. “Criminal history record background check” means a determination of whether a person has a criminal record by cross-referencing that person’s name and fingerprints with those on file with the Federal Bureau of Investigation, Identification Division and the State Bureau of Identification in the Division of State Police.
B. “Department” means the City of Hoboken Police Department.
C. “Nonprofit youth serving organization” or “organization” means a corporation, association or other organization established pursuant to Title 15 of the Revised Statutes, Title 15A of the New Jersey Statutes, or other law of this State, but excluding public and nonpublic schools, and which provides recreational, cultural charitable, social or other activities or services for persons younger than 18 years of age, and is exempt from federal income taxes.

Section 2-62.2 Request for Criminal Background Check; Costs.

A. The City of Hoboken requires that all employees and volunteers of a nonprofit youth serving organization request through the Department, than the State Bureau of Identification in the Division of State Police conduct a criminal history record background check on each prospective and current employee or volunteer of the organization.

B. The Division of State Police shall inform the department whether the person’s criminal history record background check reveals a conviction of a disqualifying crime or offense as specified in 2-64.3 of this Ordinance.

C. The City of Hoboken shall conduct a criminal history record background check only upon receipt of the written consent to the check from the prospective or current employee or volunteer.

D. The City of Hoboken shall bear the costs associated with conducting criminal history background checks.

Section 2.64.3 Conditions under which Person is disqualified from Service.

A. A person may be disqualified from serving as an employee or volunteer of a nonprofit youth serving organization if that person’s criminal history record background check reveals a record of conviction of any of the following crimes and offenses:

1. In New Jersey, any crime or disorderly persons offense:
   (a) Involving danger to the person, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:11-1 et seq., N.J.S. 2C:12-1 et seq., N.J.S.2C:13-1 et seq., N.J.S. 2C:14-1 et seq. or N.J.S. 15-1 et seq;
   (b) against the family, children or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:1.4-1 et seq.*.
   (c) involving theft as set forth in chapter 20 of Title 2C of the New Jersey Statues;
   (d) involving any controlled dangerous substance or controlled substance analog as set forth in Chapter 35 of Title 2C of the New Jersey Statues except paragraph (A) of subsection a. of N.J.S. 2C:3510.

2. In any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in subsection 1. of this section.
Section 2-6A. A Submissions, Exchange of Background Check Information.

A. Prospective or current employees and volunteers of nonprofit youth serving organizations shall submit their name, address, fingerprints and written consent to the organization for the criminal history record background check to be performed. The organization shall submit this documentation to Hoboken Chief of Police who shall coordinate the background check.

B. The Department shall act as a clearinghouse for the collection and dissemination of information obtained as a result of conducting criminal history record background checks pursuant to this ordinance.

Section 2-64.4 Limitations on access and tree of Criminal History Record Information.

A. Access to criminal history record information for non-criminal justice purposes, including licensing and employment is restricted to authorized personnel of the non-profit youth serving organization on a need to know basis, as authorized by Federal or State statute, rule or regulation, dissemination of Criminal History Record Information obtained under this Ordinance.

B. Such persons or organizations shall limit their use of criminal history record information solely to the authorized purpose for which it was obtained and Criminal History Record Information furnished shall not be disseminated to persons or organizations not authorized to receive the records for authorized purpose. Use of this record shall be limited solely to the authorized purpose for which it was given and it shall not be disseminated to my unauthorized persons. This record shall be destroyed immediately after it has served its intended and authorize purpose. Any person violating Federal or State regulations governing access to Criminal History Record Information may be subject to criminal an/or civil penalties.

Section 2-64-5 Employee or Volunteer may challenge Accuracy of Report.

If this criminal history record may disqualify as applicant for any purpose, the person making the determination shall provide the applicant with an opportunity to complete and challenge the accuracy of the information contained in the Criminal History Record. The applicant shall be afforded a reasonable period of time to correct and complete this record. A person is not presumed guilty of any charges or arrests for which there are no final dispositions indicated on the record

Section 2. Any ordinance or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 3. If any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable,
Section 4. This Ordinance shall take effect immediately upon its passage and adoption according to law.

NOW, THEREFORE BE IT ORDAINED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: ________________________________

City Clerk

Approved: ________________________________

Mayor

Approved as to Form:

________________________________________

Joseph S. Sherman, Corporation Counsel

Date: November 2, 2005
CITY OF HOBOKEN
RESOLUTION NO. ________________

RESOLUTION AUTHORIZING THE RETENTION OF SPECIAL COUNSEL IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY LOCATED AT 1032-1040 GRAND STREET, HOBOaken, NEW JERSEY, BLOCK 150, LOT 3, AND 1012-1022 GRAND STREET, BLOCK 150, LOTS 1 AND 2, ON THE TAX ASSESSMENT MAP FOR REDEVELOPMENT PURSUANT TO THE NORTHWEST REDEVELOPMENT PLAN

WHEREAS, the City of Hoboken is considering the acquisition of certain real property known as 1032-1040 Grand Street, Hoboken, New Jersey, designated as Block 150, Lot 3, and 1012-1022 Grand Street, Hoboken, New Jersey, designated as Block 150, Lots 1 and 2, on the Tax Assessment Map for redevelopment pursuant to the Northwest Redevelopment Plan; and

WHEREAS, the City is desirous of retaining Daniel J. McCarthy, Esq. of Rogut McCarthy Troy LLC, located at 37 Alden Street, Cranford, New Jersey 07016, as Special Counsel in connection with the acquisition of the property in accordance with the procedures set forth in the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq.; and

WHEREAS, Daniel J. McCarthy, Esq. and Rogut McCarthy Troy LLC, have special expertise in redevelopment matters and are available to be engaged as Special Counsel with regard to condemnation matters in the Northwest Redevelopment area; and

WHEREAS, pursuant to Section 8 of the Competitive Negotiation for Professional Contracts Ordinance (“the Ordinance”) provides that the City Council may waive the provisions of that Ordinance if compliance is impractical and the City Council so finds here as a result of its Agreement with the Northwest Area Redeveloper which will pay all of the City’s incurred condemnation costs directly;

WHEREAS, the Temporary Chief Financial Officer certifies that the funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Counsel of the City of Hoboken that pursuant to Section 8 of the Ordinance the City hereby retains the services of Daniel J. McCarthy, Esq. and Rogut McCarthy Troy LLC, to act as Special
Counsel in connection with the acquisition of the property located at 1032-1040 Grand Street, Hoboken, New Jersey, designated as Block 150, Lot 3, and 1012-1022 Grand Street, Hoboken, New Jersey, designated as Block 150, Lots 1 and 2, on the City’s Tax Assessment Map; and

BE IT FURTHER RESOLVED that Special Counsel is authorized to engage a title insurance company, surveyor, environmental consultants, real estate appraiser, and such other experts as may be required in the performance of his duties; and

BE IT FURTHER RESOLVED that all costs incurred by the City for the retention of Special Counsel and other related costs with regard to the condemnation action are to be paid directly by Block 150 Development, LLC, the City’s designated Redeveloper of this project; and

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute a contract with Rogut McCarthy Troy LLC, as Special Counsel on behalf of the City of Hoboken and the City Clerk is hereby authorized to attest same;

BE IT FURTHER RESOLVED that a copy of this resolution shall be published by the City Clerk and the City Clerk shall keep a copy of the contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

DATE OF MEETING: November 2, 2005

APPROVED: ________________________________________  APPROVED AS TO FORM: __________________________

Fred M. Bado, Director  Joseph S. Sherman
Department of Community  Corporation Counsel
Development
AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED “AN ORDINANCE TO ADOPT IN AND FOR THE CITY OF HOBOKEN A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR ALL POSITIONS IN SAID MUNICIPALITY DESIGNATING THE APPROPRIATE STANDARDIZED TITLE FOR EACH POSITION IN SAID MUNICIPALITY; FIXING AND ADOPTING FOR EACH POSITION A SALARY RANGE, AND ESTABLISHING AND CREATING IN AND FOR THE CITY OF HOBOKEN THE RESPECTIVE POSITIONS MENTIONED IN THE SCHEDULE SET FORTH HEREIN, AND FIXING AND PRESCRIBING THE DUTIES THEREOF” passed December 29, 1950, amended August 6, 1997 and December 18, 2002.

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in the ordinance to which this Ordinance is an amendment be and the same is hereby amended so that the following titles, salaries and ranges contained therein shall be included as follows in the attached list which is incorporated by reference.

2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions, the duties of which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the ordinance to which this ordinance is an amendment, then in that event the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey relating to said position or provisions of this ordinance or the ordinance amended hereby.

3. The provisions of this ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken, herein.

4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.

5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.

6. This ordinance shall take effect as provided by law.

Approved as to form:

____________________________________
Corporation Counsel
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

<table>
<thead>
<tr>
<th>ACCOUNT (Inside Caps)</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel S &amp; W</td>
<td>6-01-20-105-010</td>
<td>$62,000.00</td>
</tr>
<tr>
<td>Personnel O. E.</td>
<td>6-01-20-105-021</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Mayor’s Office SW</td>
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<td>$86,000.00</td>
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<tr>
<td>Mayor’s Office OE</td>
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<td>$975.00</td>
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<tr>
<td>City Council S&amp;W</td>
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<td>City Council O.E.</td>
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<td>$2,100.00</td>
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<td>Business Ad. S&amp;W</td>
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<td>Business Ad. O.E.</td>
<td>6-01-20-112-021</td>
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<td>A.B.C. Board S&amp;W</td>
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<td>A.B.C. Board O.E.</td>
<td>6-01-20-113-021</td>
<td>$1,000.00</td>
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<tr>
<td>Purchasing S &amp; W</td>
<td>6-01-20-114-010</td>
<td>$20,100.00</td>
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<tr>
<td>Purchasing O.E.</td>
<td>6-01-20-114-021</td>
<td>$500.00</td>
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<tr>
<td>Grants Mgmt S&amp;W</td>
<td>6-01-20-116-010</td>
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<tr>
<td>City Clerk S &amp; W</td>
<td>6-01-20-120-010</td>
<td>$111,000.00</td>
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<tr>
<td>City Clerk O.E.</td>
<td>6-01-20-120-021</td>
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<td>Legal Ads. O.E.</td>
<td>6-01-20-121-020</td>
<td>$12,125.00</td>
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<td>Elections S &amp; W</td>
<td>6-01-20-122-010</td>
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<td>Codification O.E.</td>
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<td>Finance Super S&amp;W</td>
<td>6-01-20-130-010</td>
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<td>Accts &amp; Control SW</td>
<td>6-01-20-131-010</td>
<td>$61,000.00</td>
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<td>Payroll S &amp; W</td>
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<td>6-01-20-132-021</td>
<td>$200.00</td>
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<tr>
<td>Audit O.E.</td>
<td>6-01-20-135-020</td>
<td>$25,000.00</td>
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<td>Tax Collector S&amp;W</td>
<td>6-01-20-145-010</td>
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<td>Tax Collector O.E.</td>
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<tr>
<td>Info Technol S &amp; W</td>
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<td>Info Technol O.E.</td>
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Temp Approp. (11/2/05)
Continued
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<th>AMOUNT</th>
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<td>Corp. Counsel S&amp;W</td>
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Temporary Appropriations (Continued)

11/02/05

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**TOTALS** $14,595,987.00

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**TOTALS** $2,972,775.00

**MEETING:** 2 November 2005

**APPROVED AS TO FORM:**
Joseph Sherman, Corporation Counsel

**Department Director:**
Richard England, Interim Business Administrator
RESOLUTION ESTABLISHING GRACE PERIOD FOR
FIRST & SECOND QUARTER 2005 TAX BILLS

RESOLVED, that the City Council approves and affirms the action of
the Tax Collector in establishing a grace period for the payment of First Quarter taxes
terminating on February 15, 2005 and establishing a grace period for the payment
of Second Quarter taxes terminating on May 10, 2005 and be it further

RESOLVED, that in the event payment is not made on or before the
due date enumerated above, then interest shall be calculated from the initial date of
February 1, 2005 for First Quarter taxes and May 1, 2005 for Fourth Quarter
taxes.

Approved as to form:

CORPORATION COUNSEL

Louis P. Picardo

MEETING: January 19, 2005
LAND USE AND BUILDING BULK REGULATIONS, APPLICATION AND INTERPRETATION

Zone 2

Blocks 80/81, 86 & 87 near the railroad along the Jersey City municipal boundary will be permitted to have residential buildings:

Where a re-developer chooses to combine residential use with permitted non-residential principal uses such as community facility or office or commercial recreation in a single building, all residential use - except for lobby access - must be located on floors above the other uses and have separate secure entrances. In such a case, the floor area of each use must be pro-rated relative to the site. Such pro-rating shall also apply to instances where pre-existing non-residential buildings remain whether for continued non-residential use or renovated for residential use. Residential floor area may abut parking areas which are physically separated but technically on the same level. Maximum building height shall be the maximum permitted for residential use and all residential floors shall have rear yards as required for residential buildings.

Where such a mixed-use building directly abuts an off-site residential development, the design shall be evaluated by the Planning Board as to potential negative impact on the access to light and air of the adjoining residential building or residential floors of such building.

The re-developer of Block 80/81, which currently is a merged block encompassing the formerly vacated portion of Jackson St. between 7th and 8th St., shall open Jackson St. through the block to the extent necessary to allow vehicular circulation by the public in a manner mutually agreed on between the re-developer and the city. The land itself may remain privately owned and maintained, may be counted toward developable floor area, but there shall be a permanent public easement provided to ensure public access along the designated right-of-way (ROW). If the vehicular ROW is designed as part of a programmable public space, the re-developer may design the ROW in a manner different in appearance and alignment from standard city streets subject to review by the city's engineer. If the ROW is so designed and programmed, the re-developer may count the area of the ROW toward a bonus and shall enter into an agreement with the city to permit limited closings for specified public events.

Whereas a single entity has been designated as re-developer of all of Block 80/81 (with the exception of one lot owned by NJT) and Block 87 (lots 1-12 and 21-32), and whereas existing buildings may remain, the following rules may be applied: multiple principal buildings may be created so long as the maximum permitted floor area, maximum permitted lot coverages and minimum open space (i.e. yard areas) of the various uses are pro-rated as discussed above. The Planning Board may regard the combined site as a large-scale development and permit exceptions from the strict application of the setback requirements and the location of yards and...
parking in the interest of providing light, air and open space and a desirable visual environment so long as the general intent of the Plan is carried out.

If the re-developer of Block 86, a 400ft. long trapezoidal-shaped block with approximately 113ft. of depth at Eighth Street and approximately 55ft. at Ninth Street, creates a public park at the Eighth Street end of the block, the park area itself may remain privately owned and maintained, may be counted toward developable floor area, but, in such case, there shall be a permanent public easement provided to ensure public access pursuant to an agreement with the city. If such park is no less than approximately 12,040 sq.ft. in area and if the re-developer chooses the high-rise configuration for a residential building, and if the minimum average unit size is no less than 1100 net sq.ft., then the maximum FAR attributable to the residential units, including a prescribed number of affordable units, may be 3.88, excluding the bonus area. Retail and/or restaurant space will be subject to Planning Board approval.

As with the development of Blocks 80/81 & 87, the Planning Board may consider the peculiar and exceptional shape of Block 86 and permit exceptions from the strict application of the setback requirements and the location of yards in the interest of providing light, air and public open space including a designated area to be used as a bikeway in compliance with the City's Master Plan so long as the general intent of the Redevelopment Plan is carried out. In conjunction with such site planning for Block 86, the City may also allow the widening of the sidewalk along Jackson Street (with or without on-street parking) in order to improve the pedestrian ambience and to further "calm" the vehicular traffic on the street.

Residential buildings shall be designed as follows or pursuant to the Zone 1 option:

Building Height
ten residential floors (100ft.) over maximum of two floors (20ft.) of parking (maximum total building height 120ft.) except as varied below and under "Bonus FA":

parking may be provided in a cellar as defined by the Hoboken zoning ordinance; such cellar parking shall not be counted as a "floor" so long as it extends less than 10ft. above the sidewalk grade nearest the front street facade and so long as the final height of the building does not exceed the maximum permitted.

where residential floor area is used to mask the parking, such residential use shall not be counted as a "residential floor" so long as maximum FAR and density have not been exceeded; if a combination of residential and non-residential (non-parking) floor area is so used, the parking may occupy up to two levels covering 90% of the site so long as the parking floors are completely masked and so long as all other regulations specified herein are complied with; the ground floor height may exceed 10ft. only to the extent necessary to raise the first residential "floor" level to base flood elevation
a residential accessory parking structure may be 40ft. tall if all such floors are completely masked by residential or other non-parking floor area on at least three sides so long as the roof of the parking is landscaped and accessible to tenants of the site (see "Bonus FA" below); if the fourth side abuts an off-site development within the Plan area, the structure at the lot line may be a maximum of 20ft. in height, structure above that height must be set back a minimum of 5ft. or sufficient to minimize any negative impact on the light and air of the adjoining property; the visible portion of the wall which is set back from the property line shall be designed in a manner to disguise the parking use; where such structure is proposed on land adjacent to the railroad on Blocks 80/81 or Block 86, maximum height is 60ft. so long as the structure is not immediately adjacent to an off-site residential development

Floor Area Ratio 3.0 (except as varied above and below)

- Bonus FA

where public recreation space is created within the footprint of the residential structure or on adjacent lots within the residential zone boundaries (unless granted special exception by the City Council), the builder may add an equivalent amount of floor area to the building adding no more than an additional two floors (20ft., for a total building height of 140ft.) subject to the following controls:

- an area equivalent to at least 30% of any site area attributable to residential use shall be developed and accessible exclusively to site residents as private open space; such space may be calculated as any combination of on-grade areas and/or rooftops other than the roofs above residential floors, e.g. garage or office building roofs;

- bonusable public space may be proposed from remaining open areas whether on-grade or on rooftops (each 1.0 sq.ft. of rooftop space may generate 1.0 sq.ft. of bonus residential floor area only if the Planning Board finds the design satisfactory including but not limited to the provision of easy and obvious accessibility to the public)

- where the roof above the topmost residential floor is developed as a "green" roof and where such design allows access to tenants, such roof may count toward the 30% requirement; an enclosed community room which encloses the stair and elevator access to such roof shall be permitted; outside roof decks designed to enable tenants to maximize
the enjoyment of such roof shall not be counted as roof coverage

- the public recreation space may be no smaller than 50ft. by 50ft. in size if open, 25ft. by 25ft. if enclosed

Density
max. dwelling units permitted on the site shall be calculated by dividing permitted FA by 1000; bonus FA may be translated into additional dwelling units by dividing it by 1000

Lot coverage
50% for the residential portion of the building or buildings; where multiple towers are planned, they shall be no closer than 60ft. window to window; see Urban Design Guidelines: General Building Bulk and Yard Requirements)

90% for first parking level up to 10ft. above grade; if two levels of parking are created, the second floor of parking may not extend beyond a line drawn around all the exterior walls of the residential portion of the building; where complete masking is provided as described under "Building Height" above, the second parking floor may also cover 90%

on Block 86, if the building is designed in conjunction with a public park as described above such that the footprint of the ground-floor covers less than 60% of the site, parking located on no more than one floor above such floor may match the lot coverage of said ground floor subject to the Planning Board's approval of its urban design characteristics (i.e. that it is clad to look like the residential floors above rather than like a parking garage)

Parking
one space for each dwelling unit except for bonus units; no spaces required for public recreation space or any publicly accessible activity areas required in the building base so long as no individual activity area exceeds 1000 s.f. gross

on Block 86, where a public park is created and the footprint of the building is less than 60% on all floors thus restricting the parking floors, the Planning Board shall give special consideration to any need for parking variances that may arise for retail and restaurant uses on the lower floors considering the availability of mass transit in the form of the nearby Light Rail station
MEMORANDUM

To: Hoboken City Council

From: Elizabeth Vandor, P.P., AICP

Date: December 22, 2004

Re: PROPOSED AMENDMENT TO NORTHWEST REDEVELOPMENT PLAN

In August 2003, the Planning and Zoning Committee of the City Council met with Dean Geibel d/b/a Metro Stop Enterprises, LLC, contract purchaser of the property 800-830 Jackson Street (Block 86, Lots 1-16 also known as the Casalino site) concerning Mr. Geibel’s desire to be designated as re-developer of said property located within Sub-Zone 2 of the Northwest Redevelopment Plan.

Mr. Geibel proposed to develop not only a high-rise residential building (pursuant to the plan regulations for the subject sub-zone) with retail/restaurant and parking uses as permitted in the plan but also proposed a 12,040 square foot public park at the southern end of Block 86 for which the plan allows the re-developer to achieve a one-to-one square foot bonus in building floor area.

Mr. Geibel presented his proposal to the City Council on August 13, 2003 at which time he also agreed to create five affordable housing units within the building and recognized the desire of the city to have more family-sized dwelling units and was subsequently designated as re-developer of said site at the Council meeting of September 3, 2003.

Dean Marchetto, architect to Mr. Geibel, presented the project drawings (A1, "Location Map/Key Plan/Zoning Information", revised 7/14/03; A2, "Building Elevations", revised 7/14/03, rendered Site Plan © 2002) and explained that the subject site is comprised of an entire block which, instead of being a 200ft. deep by 400ft. long rectangle typical of almost all other blocks in the city, said block is a 400ft. long trapezoid but with its northern end only 55ft. deep and its southern end only 113ft. deep. He also explained that the proposed building has been located in the narrow northern portion of the site in order to create the most favorable location for the public park (which will provide visual and physical access to the new 9th St. Light Rail station and to the Palisades while also flowing into the previously approved public plaza planned for the Monroe Center project).

The Sub-Zone 2 regulations do not permit the Planning Board to grant additional floor area in excess of the permitted Floor Area Ratio (FAR) of 3.0 for high-rise residential buildings occupying the corners of blocks as the Board is permitted to do for a Sub-Zone 2 corner building.
in a six-story configuration, thus the subject site developed at 3.0 FAR would result in an average unit size of approximately 850 net sq.ft. while other six-story corner buildings in the Plan have been granted or have proposed residential FAR's ranging from 3.77 to 3.79 which allows for an average unit size of 1100 net sq.ft.

The City of Hoboken's Master Plan (adopted April 2004), among other objectives and recommendations, encourages the provision of affordable housing units, promotes larger housing units along with parks to make the city more of a family community, stresses creation of residential neighborhoods rather than isolated buildings for the western redevelopment areas with shopping and convenience retail at the transit stops, suggests provision of visual and actual connections to the Palisades, encourages the private sector to create open space in new development and promotes a green circuit including a bikeway around the city.

The subject project proposes no more dwelling units than the Northwest Redevelopment Plan permits, has less than the permitted lot coverage at ground level and for its residential floors, and does not exceed the maximum height for a building which includes a bonus generated by a public park on-site, in a building with a residential FAR of 3.88 (excluding the bonus area). The project thus complies with the above-cited Master Plan recommendations in that it creates a 12,040 sq.ft. public park which provides additional city open space, creates a bikeway between the building and the Light Rail tracks linking up with the previously approved Monroe Center public Plaza, provides visual and actual access to the Palisades, creates an open space and retail uses facing the park and the LRT station and proposes an average unit size of approximately 1100 net sq.ft. while providing five affordable housing units sized for families.

It should also be noted that although the regulations currently permit 10 residential floors over two of parking, the Geibel proposal is for 8 residential floors over two of parking. While two additional bonus floors are permitted for a total building height of 140ft., the subject proposal shows one additional floor for a final building height of less than 112ft.

In order to enable the subject project - originally presented to the Council on August 13, 2003 and revised in mid-2004 to reduce building size, add a green roof and create a bikeway - to go forward properly pursuant to the Northwest Redevelopment Plan, it is recommended that the language regulating Sub-Zone 2 be amended.

Based on fair consideration of the above facts and conditions the Northwest Redevelopment Plan should be amended such that the subject property, Block 86, Lots 1-16, located in Sub-Zone 2 may be developed pursuant to a new set of architectural plans to be submitted to the Planning Board for site plan approval (subject to further changes the Planning Board may request) which, at a minimum show a public park 12,040 sq.ft. in area at the 8th Street end of the block, a designated bikeway, a residential building with a "green" roof, a maximum of 113 dwelling units averaging no less than 1100 net sq.ft. of which units five will be affordable and twelve represent the bonus generated by the public park, with a maximum residential FAR of 3.88 (excluding the bonus area).
AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF LEASE REVENUE BONDS (HOBOKEN DPW GARAGE PROJECT) BY THE HUDSON COUNTY IMPROVEMENT AUTHORITY

WHEREAS, The Hudson County Improvement Authority (the “Authority”) is authorized to issue its bonds pursuant to the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the “Act”), and other applicable provisions of law; and

WHEREAS, the Mayor and City Council of the City of Hoboken, in the County of Hudson, New Jersey (together with any successor thereto, the “City”) have determined to permanently finance certain operating expenses of the City as well as the cost of improving a Department of Public Works Garage, including all systems, furnishings, fixtures and appurtenances related thereto (the “Costs”); and

WHEREAS, the Authority will issue bonds in an aggregate principal amount not to exceed $10,000,000, to be designated as “Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project)” (the “Bonds”) with such further designation and in accordance with the terms of a resolution of the Authority entitled “Resolution Authorizing the Issuance of Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) of The Hudson County Improvement Authority” (together with any amendments thereof or supplements thereto in accordance with the terms thereof, the “General Bond Resolution”) to assist the City with the financing of such Costs; and

WHEREAS, in connection with the issuance of such Bonds, the Authority will purchase from and lease to the City the Department of Public Works Garage (the “Facilities”) pursuant to the terms of a lease purchase agreement to be dated as of the first day of the month of issuance of the Bonds, between the City and the Authority (together with any amendments thereof or supplements thereto in accordance with its terms, the “Lease Purchase Agreement”); and

WHEREAS, the Facilities constitute a “public facility” as such term is defined in the Act; and

WHEREAS, pursuant to the Act, specifically Section 35 thereof (N.J.S.A. 40:37A-78), the City is authorized, without any referendum or public or competitive bidding, to enter into and perform any lease, including the Lease Purchase Agreement, with the Authority for the lease to or use by the City of all or any part of any public facility or facilities, including the Facilities; and
WHEREAS, in connection with the issuance of the Bonds, it will also be necessary for the Authority to lease the Facilities back to the City pursuant to the Lease Purchase Agreement (the transactions contemplated by the Lease Purchase Agreement shall sometimes be herein referred to as the “Project”); and

WHEREAS, pursuant to the Act, specifically Section 13 thereof (N.J.S.A. 40:37A-56), the Authority is authorized to enter into and perform any lease or other agreement, including the Lease Purchase Agreement, with the City for the lease to or use by the City of all or any part of any public facility on any terms and conditions which may be agreed upon by the City and the Authority; and

WHEREAS, the Bonds shall be secured by general obligation lease payments of the City under the Lease Purchase Agreement in scheduled lease payment amounts sufficient to pay in a timely manner the principal and redemption premium, if any, of and interest on the Bonds, pursuant to the terms of which Lease Purchase Agreement the City shall be obligated, if necessary, to make such lease payments from the levy of *ad valorem* taxes upon all the taxable property within the City without limitation as to rate or amount; and

WHEREAS, pursuant to the terms of the Lease Purchase Agreement, the City will be required to enter into a continuing disclosure agreement to be dated as of the first day of the month of issuance of the Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “Continuing Disclosure Agreement”) with the Authority in order to satisfy the secondary market disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended;

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

Section 1. The Mayor and the Chief Financial Officer of the City (each, an “Authorized Officer”) are hereby each severally authorized and directed, upon the satisfaction of all the legal conditions precedent to the execution or acknowledgment and delivery by the City of the Lease Purchase Agreement and the Continuing Disclosure Agreement to be so executed or acknowledged by the City, to execute or acknowledge and deliver such documents in substantially the forms on file in the office of the Clerk of the City, with such changes thereto as such Authorized Officer, after consultation with counsel to the City, bond counsel to the City and other professional advisors to the County and the Authority (together, the “Consultants”), deems in his sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence such Authorized Officer’s approval of any changes to the forms thereof, including without limitation the insertion of the final financing terms in the Lease Purchase Agreement that will result from the sale of the Bonds, which financing terms shall be
limited only by those financing term parameters set forth in the application of the Authority filed with the Local Finance Board, in the Department of Community Affairs, Division of Local Government Services, and the parameters set forth herein.

Section 2. The Clerk of the City is hereby authorized and directed, upon the execution or acknowledgment of the documents set forth in Section 2 hereof in accordance with Section 2 hereof, to attest to each Authorized Officer’s execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the City to such documents.

Section 3. Upon the execution or acknowledgment and attestation of and if required, the placing of the seal on the documents set forth in Section 2 hereof as contemplated by Sections 2 and 3 hereof, each Authorized Officer is hereby authorized and directed to (i) deliver the fully executed or acknowledged, attested and sealed documents to the other parties thereto and (ii) perform such other actions as such Authorized Officer deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 4. The City hereby authorizes the preparation and the distribution of financial statements and demographic and other information concerning the City, the Project, the General Bond Resolution, the Bonds, the Lease Purchase Agreement and the Continuing Disclosure Agreement and the transactions contemplated thereby contained in a Preliminary Official Statement and final Official Statement to be issued in connection with the marketing of the Bonds. In furtherance of such authorization, the City Council hereby directs each Authorized Officer to take such action and execute such certificates, documents or instruments as such Authorized Officer, after consultation with the Consultants, deems in his sole discretion to be necessary, desirable or convenient in connection with the preparation and distribution of the Preliminary Official Statement and the final Official Statement to market the Bonds at the most efficient economical cost to the City.

Section 5. Each Authorized Officer is hereby authorized and directed to execute and deliver any and all documents, agreement, and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease Purchase Agreement, the Continuing Disclosure Agreement, the sale and leasing of the Facilities, the undertaking of the Project and all related transactions contemplated by this ordinance and by the Project and the Lease Purchase Agreement and necessary or desirable in connection with the issuance of the Bonds.

Section 6. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.
Section 7. This ordinance shall take effect twenty (20) days after first publication hereof after final adoption.

Adopted: 

City Clerk

Approved: 

Mayor

Approved as to Form:

Joseph S. Sherman, Corporation Counsel

Date: January 19, 2005
LEASE PURCHASE AGREEMENT

BETWEEN

THE HUDSON COUNTY IMPROVEMENT AUTHORITY

AND

THE CITY OF HOBOKEN

Dated as of __________ ___, 2004
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THIS LEASE AND AGREEMENT, dated as of __________ __, 2004, by and among the City of Hoboken, in the County of Hudson, New Jersey (hereinafter referred to as the "City") and The Hudson County Improvement Authority (hereinafter referred to as the "Improvement Authority").

WITNESSETH

WHEREAS, the Improvement Authority has been duly created by resolution of the Board of Chosen Freeholders of the County of Hudson (the "County"), duly adopted September 25, 1974, as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960, of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Improvement Authority is authorized under the provisions of the Act to acquire public facilities within the County by lease or purchase and to construct, reconstruct and rehabilitate improvements thereon and to lease same to governmental units, including the City; and

WHEREAS, the Improvement Authority has, by resolution duly adopted on October 13, 2004, determined to proceed with the acquisition by purchase of the City’s DPW Garage (as defined herein), and to enter into this Agreement with respect thereto; and

WHEREAS, pursuant to the terms of this lease purchase agreement (the "Agreement"), the Improvement Authority will lease the Facilities (as defined herein) to the City; and

WHEREAS, the City, pursuant to and in accordance with the terms of the Act, has previously adopted an ordinance (i) consenting to the acquisition, construction, renovation, improving, equipping, furnishing and installation of the Facilities by the Improvement Authority and the leasing of same to the City, in accordance with the conditions set forth therein and (ii) pledging the full faith and credit of the City to the punctual payment of the obligations set forth in this Agreement; and

WHEREAS, the Improvement Authority will, pursuant to and in accordance with the terms of the Act, provide for the payment of the cost of the acquisition, construction, renovation, improving, equipping, furnishing and installation of the Facilities through the issuance of its revenue bonds and such obligations shall be payable by, among other things, Rentals (as hereinafter defined) to be received by the Improvement Authority from the City pursuant to the terms of this Agreement; and
WHEREAS, the City and the Improvement Authority agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Act;

NOW, THEREFORE, the parties hereto mutually agree as follows:
ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS

SECTION 1.1. Definitions. The terms which are set forth in this Section or defined in the recitals hereto shall, unless the context clearly requires otherwise, have the meanings which are set forth below. Words which are used as defined terms herein but which are not defined herein shall have the meanings which are assigned to such terms in the Bond Resolution (as defined herein) or, if applicable, a Project Note Resolution, as the case may be. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

"Act" shall mean the County Improvement Authorities Law, constituting Chapter 183 of the New Jersey Laws of 1960, of the State of New Jersey, and the acts amendatory thereof and supplemental thereto;

"Additional Bonds" shall mean any Series of Bonds, other than the Initial Bonds, which are issued under the provisions of the Bond Resolution;

"Additional Project" shall mean any additions, enlargements, improvements, expansions, repairs, restorations or reconstruction of the Facilities or the acquisition, construction or improvement of any facilities by the Improvement Authority which are used or useful in connection with the Facilities, including, without limitation, all real and personal property and rights therein and any appurtenances which are necessary or useful and convenient therefor;

"Additional Rent" shall mean the rental payments which are required to be made by the City pursuant to the provisions of Section 5.1(b) hereof;

"Administrative Expenses" shall mean any and all expenses incurred by the Improvement Authority in carrying out its duties under the terms of this Agreement, any Project Note Resolution and/or the Bond Resolution, including, without limitation, accounting, administrative, financial advisory and legal expenses and the fees and expenses of the Trustee (as defined herein), any paying agents or any other fiduciaries or agents acting under the provisions of any Project Note Resolution and/or the Bond Resolution;

"Agreement" shall mean this Lease Purchase Agreement among the Improvement Authority and the City and any and all modifications, alterations, amendments and supplements hereto which are made in accordance with the provisions hereof and the provisions of the Bond Resolution and/or the Project Note Resolution;

"Applicable Environmental Laws" shall mean any and all existing or future Federal, State and Local Statutes, ordinances, regulations, rules, executive orders, standards and requirements, including the requirements imposed by common law, concerning or relating to industrial hygiene
and the protection of health and environment, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. subsection 9601, et seq.; (ii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. subsection 6901, et seq.; (iii) the Clean Air Act, as amended, 42 U.S.C. subsection 7401, et seq.; (iv) the Clean Water Act, as amended, 32 U.S.C. subsection 1251, et seq.; (v) the Safe Drinking Water Act, 42 U.S.C. 300(f), et seq.; (vi) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. subsection 1801, et seq.; (vi) the New Jersey Industrial Environmental Clean Up Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., as amended by the Industrial Site Recovery Act, ("ISRA"); (vii) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10A-21 et seq.; (viii) the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21, et seq.; (ix) the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-21, et seq. ("Water Pollution Control Act"); (x) the New Jersey Leaking Underground Storage Tank Act, as amended, N.J.S.A. 58:10A-21 et seq.; and (xi) any and all laws, regulations, and executive orders, both federal, state and local, pertaining to environmental matters, as the same may be amended or supplemented from time to time. Any terms mentioned in the following subsections which are defined in any Applicable Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

"Authorized Improvement Authority Representative" shall mean the Chairman or Executive Director of the Improvement Authority and any other person or persons who shall be authorized to act on behalf of the Improvement Authority by virtue of a written certificate, duly executed on behalf of the Improvement Authority by the Chairman or Executive Director of the Improvement Authority, which sets forth the specimen signatures of each such person;

"Authorized City Representative" shall mean the Mayor or Chief Financial Officer or any other person or persons who shall be authorized to act on behalf of the City by written certificate, duly executed on behalf of the City by the Mayor of the City, which sets forth the specimen signatures of each such person;

"Basic Rent" shall mean that portion of the Rentals which are required to be made by the City pursuant to the provisions of Section 5.1(a) hereof;

"Bond or Bonds" shall mean the Initial Bonds and any other bond or bonds, as the case may be, which are authenticated and delivered under and pursuant to the terms of the Bond Resolution;

"Bond Resolution" shall mean the resolution of the Improvement Authority, entitled, "Resolution Authorizing the Issuance of Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) of The Hudson County Improvement Authority" adopted October 13, 2004 as amended or supplemented from time to time;
"Bond Reserve Credit Facility" shall have the meaning which is assigned to such term in the Bond Resolution;

"Bond Reserve Fund" shall mean the fund so designated which has been established and created by the Improvement Authority pursuant to the terms of the Bond Resolution;

"Bond Reserve Requirement" shall have the meaning which is assigned to such term in the Bond Resolution;

"Bond Service Fund" shall have the meaning which is assigned to such term in the Bond Resolution;

"Business Day" shall mean any Monday, Tuesday, Wednesday, Thursday or Friday which is not a day on which either state or federally chartered banking institutions in the City of New York or the State of New Jersey are authorized or obligated by law or executive order to close;

"City" shall mean the City of Hoboken, in the County of Hudson, New Jersey;

"Construction Fund" shall mean the fund so designated which has been established and created by the Improvement Authority pursuant to the terms of the Bond Resolution. For purposes of this Agreement, "Construction Fund" shall also mean any Project Fund which shall be established and created by the Improvement Authority pursuant to the terms of any Project Note Resolution;

"Cost" or "Costs of the Facilities" shall have the meaning which is assigned to such term in the Bond Resolution;

"County" shall mean the County of Hudson, New Jersey;

"Credit Facility" shall have the meaning which is assigned to such term in the Bond Resolution;

"Debt Service" for any period shall mean, as of any date of calculation and with respect to all Series of Bonds, or Project Notes, an amount which is equal to the sum of amounts accruing during such period on the Bonds or Project Notes pursuant to Section 5.1 hereof;

"DPW Garage" shall mean the City’s Department of Public Works Garage located on Garden Street and Observer Highway within the City, that portion of the land on which the DPW Garage is located, furnishings and equipment, together with all necessary and incidental equipment, apparatus, structures and appurtenances and including all real property and rights-of-way, easements and other interests and all personal property which is necessary or which is desirable for the efficient operation of the DPW Garage, and the proper maintenance, capital improvement, as necessary, and continued operation of the DPW Garage;
"Event of Default" shall mean the "defaults" or "events of default" set forth in Section 8.1 of this Agreement;

"Facilities" shall mean the DPW Garage;

"Facilities Lease Term" shall mean the duration of the leasehold estate created with respect to the Facilities, as specified in Section 3.2 hereof;

"Improvement Authority" shall mean The Hudson County Improvement Authority, a public body corporate and politic of the State of New Jersey organized and existing under the Act and created by virtue of a resolution of the Board of Chosen Freeholders of the County, duly adopted September 25, 1974;

"Initial Bonds" shall mean any of the Bonds which are issued by the Improvement Authority pursuant to the provisions of the Bond Resolution in a principal amount not to exceed $10,000,000;

"Outstanding" shall have the same meaning which is assigned to such term in Article I of the Bond Resolution (to the extent relating to Bonds) or Article I of the Project Note Resolution (to the extent relating to Project Notes);

"Permitted Encumbrances" shall mean and include:

(a) undetermined liens and charges which are incidental to construction or maintenance, now or hereafter filed on record which are being contested in good faith and which have not proceeded to judgment;

(b) minor defects and irregularities in the title to the Facilities which do not in the aggregate materially impair the use of the Facilities for the purposes for which it is intended;

(c) easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which do not materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held;

(d) any assignment, sublease or encumbrance permitted by Section 7.7 hereof; and

(e) this Agreement, the Bond Resolution and any Project Note Resolution.
"Plans and Specifications" shall mean the plans and specifications for any Facilities heretofore prepared by or on behalf of the City, and approved by the Improvement Authority;

"Project Notes" shall mean the notes which may be issued by the Improvement Authority pursuant to the provisions of a Project Note Resolution to the extent adopted by the Improvement Authority to provide the temporary financing of the Facilities, including the Initial Project Notes and any Additional Project Notes, as such terms are defined therein;

"Project Note Resolution" shall mean a resolution of the Improvement Authority which may be adopted in connection with, among other things, the authorization of the issuance of the Project Notes, as same may be amended or supplemented from time to time;

"Rentals" shall mean the sum of Basic Rent and Additional Rent, set forth in Section 5.1 hereof, which is payable by the City in connection with the lease of the Facilities;

"Rental Payment Date" shall mean any day that is a Business Day that is at least ten (10) days prior to the next principal or interest payment date shown in Exhibit A attached hereto;

"Series" shall have the meaning which is assigned to such term in Article I of the Bond Resolution;

"Trustee" shall mean the bank, trust company, national banking association or other banking institution which shall be appointed by the Improvement Authority pursuant to the terms of the Bond Resolution and/or the Project Note Resolution, or any successor thereof.
ARTICLE II

ACQUISITION OF FACILITIES

SECTION 2.1. Acquisition of Facilities. The City hereby sells the Facilities to the Improvement Authority, and the Improvement Authority hereby agrees to purchase the Facilities from the City, upon the terms and conditions which are set forth in this Agreement for the purpose of acquiring, constructing, equipping, furnishing or improving the Facilities.

SECTION 2.2. Purchase Price. The Improvement Authority shall pay to the City, in any coin or currency of the United States of America which at the time of payment constitutes legal tender for the payment of public and private debts, the sum of ________ Million ($__________) Dollars on the date of issuance of the Bonds.

SECTION 2.3. Title to Purchased Facilities. The City represents as of the date hereof and as of the date of the closing for the Bonds that the City has good and marketable title to the Facilities, free and clear of all liens, charges and encumbrances, except for Permitted Encumbrances. Such title shall be evidenced by a title search to be conducted by or on behalf of the City, or such other evidence satisfactory to the Improvement Authority, and delivered to the Improvement Authority on or prior to the execution of this Agreement. The City further represents as of the date hereof and as of the date of the closing for the Bonds that it has sole possession of the Facilities; has not signed any contracts to sell the Facilities; and has not given anyone else any rights concerning the purchase or lease of the Facilities.
ARTICLE III

PROVISIONS RELATING TO LEASE OF FACILITIES

SECTION 3.1. Lease of Facilities. The Improvement Authority hereby leases the Facilities to the City. The City hereby agrees to take and lease the Facilities from the Improvement Authority.

SECTION 3.2. Duration of Facilities Lease Term. The Facilities Lease Term shall commence on the date hereof and shall terminate when all Bonds are no longer deemed Outstanding, unless the Agreement is sooner terminated in accordance with its terms for a reason other than the default of the City of any obligation hereunder, in which case, the Facilities Lease Term shall terminate on the date the Agreement is so terminated.
ARTICLE IV

ACQUISITION AND CONSTRUCTION OF FACILITIES AND ISSUANCE OF BONDS

SECTION 4.1. Acquisition and Construction of Facilities. The City agrees that it will cooperate with the Improvement Authority to enable the Improvement Authority to prepare or have prepared on its behalf by the City or otherwise, any documents, agreements, approvals, Plans and Specifications, if necessary, for the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities. The City agrees that it will cooperate with the Improvement Authority or its agents to enable the Improvement Authority or its agents to cause such acquisition, construction, renovation, furnishing, equipping and installation to be completed as soon as may be practicable, but if for any reasons such acquisition, construction, renovation, furnishing, equipping and installation is delayed there shall be no diminution in or postponement of the amounts which are due and payable by the City under the terms of this Agreement.

The Improvement Authority by or on its behalf by the City or otherwise shall be responsible for the letting of contracts for the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities and all other matters which are incidental to performance of the duties and powers expressly granted to the Improvement Authority herein in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities; provided however, that prior to the letting of any such contracts, if let by the Improvement Authority, the Improvement Authority shall obtain the written consent of the City (which consent shall not be unreasonably withheld).

Contracts in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be let in accordance with applicable law and customary practices.

The Improvement Authority makes no warranties or representations and accepts no liabilities or responsibilities with respect to the adequacy, sufficiency or suitability of or defects in or with respect to the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

SECTION 4.2. Contracts for Construction of Facilities. The City shall be responsible for the letting of contracts for the design, acquisition, construction, renovation, furnishing, equipping and installation of the Facilities, supervision of construction, acceptance of the completed Facilities or parts thereof, and all other matters which are incidental to performance of the duties and powers expressly granted to the City herein in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

Contracts in connection with the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be let in accordance with applicable law and the
City's customary practices; provided however, that all construction contracts shall provide that, upon a termination of this Agreement by reason of the occurrence of an Event of Default that the construction contract may be terminated and that the contractor shall be entitled to payment only for the work done prior to such termination and notification thereof to such contractor. All such contracts shall be in the same general form and content as construction contracts which are ordinarily let by the City in its other projects. The City agrees that it shall require each contractor engaged in the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities to provide a performance bond, in an amount which is at least equal to its contract and also a payment bond, in an amount which is not less than 100% of its contract price, as security for the payment of all persons performing labor or furnishing materials in connection with such contract. In lieu of furnishing such bonds, the contractor may secure the faithful performance of its contract and secure the payment of all persons performing labor or furnishing materials in connection with such contract by providing an irrevocable letter of credit from a reputable lending institution which is satisfactory to the City in an amount which is equal to 100% of its contract price.

The Authority makes no warranties or representations and accepts no liabilities or responsibilities with respect to the adequacy, sufficiency or suitability of or defects in or with respect to the acquisition, construction, renovation, furnishing, equipping or installation of the Facilities, except as shall be covered under the terms of any performance bonds or insurance policies which are provided by the contractor for the benefit of the Authority, and in such case, only to the extent of the recovery thereunder.

**SECTION 4.3. Issuance of Bonds and Project Notes.** In order to provide funds for payment of the Costs of the Facilities, the Improvement Authority will make its best efforts to sell the Bonds. The proceeds derived from the sale of the Bonds shall be applied to the payment of acquisition, construction, renovation, furnishing, equipping and installation of the Facilities.

**SECTION 4.4. Completion Date.** The completion date of the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities shall be evidenced to the Trustee by (a) a certificate of an Authorized City Representative stating that such acquisition, construction, renovation, furnishing, equipping and installation has been completed, substantially in accordance with the Plans and Specifications and (b) a certificate of an Authorized Improvement Authority Representative stating that such acquisition, construction, renovation, furnishing, equipping and installation has been completed, substantially in accordance with the Plans and Specifications, and that payment of the Cost or adequate provision therefor, has been made. Notwithstanding the foregoing, the certificate referred to in clause (a) and (b) hereof shall state that it is given without prejudice to any rights against third parties which exist as of the date of such certificate or which may subsequently come into being. If, upon the completion of the acquisition, construction, renovation, furnishing, equipping and installation of the Facilities, there shall be any surplus funds remaining which are not required to provide for the payment of the Costs of the Facilities, or otherwise required to be deposited in the several funds created under the Bond Resolution, such funds may be applied to any capital
project designated by the City and approved by the Improvement Authority for which proceeds of the Bonds or Project Notes may lawfully be expended or may be applied to paying the principal component of Basic Rent. In no event shall such surplus funds be applied in a manner that causes the Bonds or Project Notes to become "arbitrage bonds" under section 148 of the Internal Revenue Code of 1986 as amended from time to time and the Treasury regulations in effect thereunder.

SECTION 4.5. Default in Contractors’ Performance. In the event of a default of any contractor or subcontractor under the terms of any contract made in connection with the Facilities, the City will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the City against the contractor or subcontractor in default and against each surety for the performance of such contractor. The City agrees to advise the Authority, in writing, of the steps it intends to take in connection with any such default. If the City shall so notify the Authority, the City, in good faith and in its own name, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor or surety which the City deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the City. Any amounts which are recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to the Authority, and applied to payment of the Costs of the Facilities, in accordance with the terms of the General Bond Resolution.

SECTION 4.6. Additional Bonds or Additional Project Notes. Upon written request from the City to the Improvement Authority to issue Additional Bonds or Additional Project Notes to (a) raise funds to complete any work for which Bonds were issued, or (b) refund any Project Notes or Bonds issued to finance the acquisition of the Facilities, the Improvement Authority shall use its best efforts to issue such Additional Project Notes or Additional Bonds for such purpose. Notwithstanding anything to the contrary, the failure of the Improvement Authority to issue Additional Bonds or Additional Project Notes shall not release the City from any of its obligations under the terms of this Agreement.
ARTICLE V

RENTALS AND OTHER PAYMENTS

SECTION 5.1. Payment of Rentals in Connection With Lease of Facilities. (a)

(i) Throughout the Facilities Lease Term, the City shall pay to the Improvement Authority, in immediately available funds, on each Rental Payment Date, such date being at least ten (10) days prior to the Authority’s interest payment date on the Bonds, Basic Rent for the Facilities, as set forth in Exhibit A hereto.

(ii) The City shall have the option to make prepayments from time to time in part payment of Basic Rent. The application of such prepayments shall be specified in writing by a certificate duly executed by an Authorized City Representative at the time of making such prepayment and such certificate shall be delivered to the Improvement Authority. The Authorized Authority Representative shall approve the application of such prepayment by the City and deliver the City’s certificate to the Trustee. If the Authorized Authority Representative does not approve of the proposed application of such prepayment, the Authorized Authority Representative shall specify the application of such prepayments in writing and deliver a certificate to the Trustee. The Trustee shall apply such prepayments to the payment of the principal of, redemption premium, if any, and interest on the Bonds, if such prepayment is to be used for such purpose, in accordance with the provisions of the Bond Resolution.

(iii) In the event that any such partial prepayment is applied by the Trustee to the purchase or redemption of Bonds pursuant to the provisions of the Bond Resolution, the City shall be entitled to a credit for the principal amount (together with the amount of interest due on the Bonds purchased) of such Bonds so purchased, redeemed or cancelled against the amount or amounts which are due and payable under the provisions of (a)(i) of this Section 5.1., to the extent that such principal amount of Bonds is similarly credited pursuant to the Bond Resolution against payments which are required to be made by the Authority.

(b) The City shall pay to the Improvement Authority from time to time during the Facilities Lease Term, Additional Rent for the Facilities equal to any other amounts due and owing to the Authority, the Trustee or the Bank pursuant to the Bond Resolution or the Note Resolution and reasonable and documented administrative expenses of the Authority incurred in the administration of this Agreement, including, but not limited to the following:

(i) All fees, charges and expenses, including agent and counsel fees, of the Trustee and any fiduciary incurred under the Bond Resolution, as may be supplemented and amended from time to time, as and when the same become due;

(ii) All costs incident to the payment of the principal of, redemption premium, if any, and interest with respect to the Bonds as the same become due and payable, including all costs and expenses in connection with the call, prepayment and payment of such Bonds;
(iii) All expenses incurred in connection with the enforcement of any rights under this Agreement or the Bond Resolution, as may be supplemented and amended from time to time, by the Authority or the Trustee;

(iv) An initial fee payable to the Improvement Authority on the date of the issuance of each series of Bonds in the amount of one-tenth (1/10) of one percent (1%) of the principal amount of Outstanding Bonds;

(v) Annually during the Facilities Lease Term, commencing on the date of issuance of the first series of Bonds, and annually on each Rental Payment Date, as an Authority administration fee, an amount equal to one-tenth (1/10) of one percent (1%) of the amount of the principal amount of Outstanding Bonds (in accordance with the schedule contained in Exhibit A hereto);

(vi) Any cost to or liability of any Fiduciary resulting from claims arising hereunder or under the Bond Resolution or in connection with the transactions contemplated herein or arising from the conduct or management of, or from anything done on, the Facilities, during the Facilities Lease Term, and from any condition of the Facilities caused by the City, any default by the City hereunder, and any negligence by the City, its agents, employees, subcontractors or licensees;

(vii) If at any time amounts are required to be rebated to the United States of America pursuant to Section 148(f) of the Code and the balance in the Rebate Fund is insufficient to make such payment, such sum to be paid into the Rebate Fund as shall be necessary to make such balance in the Rebate Fund sufficient to make the then required rebate payment;

(viii) All fees, charges and expenses of any professionals or consultants performing services on behalf of the Improvement Authority in connection with the administration of, or resulting from the Improvement Authority’s entering into, this Agreement, including, but not limited to, any auditing, legal, engineering, accounting, insurance, fiduciary and any other services incurred in connection herewith; and

(viii) All other payments of whatever nature which the City has agreed to pay or assume under the provisions of this Agreement, including, but not limited to, indemnification under Section 5.2 and Section 5.3 hereof.

Any Rentals which are required to be paid pursuant to the terms of this Section 5.1 which are not paid by or on behalf of the City on or before the due date thereof shall, from and after said due date, bear interest (to the extent permitted by law) at the highest rate of interest borne by any Outstanding Bonds of the Authority until paid, time being of the essence with respect to this obligation.
SECTION 5.2. Indemnification of Improvement Authority and Trustee.

(a) Both during the Facilities Lease Term and thereafter, the City shall indemnify and hold the Improvement Authority and the Trustee harmless against, and the City shall pay any and all, liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the Improvement Authority or the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of contracts entered into by the City or the Improvement Authority or arising out of the Improvement Authority's ownership of and/or leasehold interest in the Facilities or the leasing thereof to the City, or out of the acquisition, construction, renovation, furnishing, equipping and installation or maintenance of the Facilities pursuant to the terms of this Agreement. It is mutually agreed by the City and the Improvement Authority that after commencement of the Facilities Lease Term, as provided in Section 3.2 hereof, neither the Improvement Authority, the Trustee nor their respective members, commissioners, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the City shall save the Improvement Authority and the Trustee harmless from any claim or suit of whatever nature.

(b) The City hereby agrees to waive any and all claims, suits or actions it may have against the Improvement Authority for any defects, encumbrances or other problems in the title, ownership, leasehold or other interests it received in the Facilities, including defects, encumbrances or other problems with respect to any easements, restrictive covenants, encroachments, overlap, boundary line disputes or other matters adversely affecting the title to or interests in or incidental to the Facilities (collectively, the “Property Interest Defects”). The City agrees that in the event of the existence of Property Interest Defects, it shall not have or pursue any action, suit or claim against the Improvement Authority.

(c) The City, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Improvement Authority or the Trustee, their respective members, commissioners, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the City, the Improvement Authority, the Trustee and any other insured party who is named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any one or more of the Improvement Authority or the Trustee, their respective members, commissioners, officers, agents, servants or employees, may employ separate counsel at the City's expense in any such action and participate in the defense thereof.

(d) The Improvement Authority hereby agrees as follows:

(i) The Improvement Authority and/or the Trustee shall give the Authorized City Representatives prompt notice, in writing, of the filing of each such claim and the institution of each such suit or action with respect to the Facilities;
(ii) The Improvement Authority and/or the Trustee shall not, without the prior written consent of the City, adjust, settle or compromise any such claim, suit or action with respect to the Facilities; and

(iii) The Improvement Authority and/or the Trustee shall permit the City to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action.

SECTION 5.3. Environmental Representations, Covenants and Indemnifications.

(a) The City shall indemnify and hold the Improvement Authority harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses (including without limitation, disbursements and reasonable counsel fees) or disbursements of any kind whatsoever arising from any claim that hazardous or toxic substances have been stored or discharged at any time in, or upon or from any portion of the Facilities, or any claim that any portion of the Facilities is subject to any remedial action or the imposition of any penalty or other obligation under any Applicable Environmental Law. This provision shall survive the termination of this Agreement for whatever reason.

(b) The City represents that, to the best of its knowledge, neither the City nor the Facilities are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Applicable Environmental Law except as set forth in the reports listed in Exhibit B hereto. Other than items noted in Exhibit B, the City shall not knowingly cause or, to the best of their ability, permit the Facilities to be in violation of, or do anything which would subject the Facilities to any remedial obligations under any Applicable Environmental Law, and shall promptly notify the Improvement Authority, in writing, of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Law with regard to the Facilities.

(c) The City shall provide the Improvement Authority with copies of all documents or writings between it and the Department of Environmental Protection (“DEP”), or other governmental agency having jurisdiction, concerning any environmental law, rule or regulation with respect to the Facilities or, to the extent applicable, compliance with ISRA with respect to the Facilities, or otherwise concerning the performance of its obligations under this Agreement, simultaneously with transmittal by the City and promptly upon receipt by the City, as the case may be, and shall provide the Improvement Authority reasonable prior notice of, and opportunity to participate in, any telephone conferences and meetings between representatives of the City and representatives of DEP, or such other agency, concerning the Facilities, but the Improvement Authority shall be under no obligation to attend any such discussion or meeting.

Compliance with ISRA shall not limit the City’s obligations concerning their covenants, representations and warranties and indemnities to the Improvement Authority otherwise provided under this Agreement.
No inspection undertaken by the Improvement Authority or action taken pursuant thereto shall waive, stop, dilute or in any manner limit the City's representations, warranties and covenants in this Agreement or bar the enforcement of this Agreement by the Improvement Authority.

SECTION 5.4. Nature of Obligations of the City. The obligation of the City to pay all Rentals and to pay all other amounts which are provided for in this Agreement and to perform its obligations under this Agreement shall be absolute and unconditional and if not paid from other sources, such Rentals and other amounts payable hereunder shall be payable from tax revenue collected pursuant to the unlimited ad valorem taxing power of the City. Such Rentals and other amounts shall be payable without any rights of set-off, recoupment or counterclaim it might have against the Improvement Authority, the Trustee or any other person and whether or not the Facilities are used by the City or available for use by the City, and, without limiting the generality of the foregoing, notwithstanding any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure to possess good and marketable title in satisfaction of Section 2.3 of this Agreement, or frustration of purpose. If the City is not in default under the terms of this Agreement and if the City shall have paid all amounts which are required to be paid under the terms of this Agreement and shall have performed all of its obligations under this Agreement as provided in the preceding sentence and if the City continues to pay and perform it shall not be precluded from bringing any action it may otherwise have against the Improvement Authority.

The City will not terminate this Agreement (other than such termination as is provided for hereunder) for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Facilities, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Facilities, or the failure of the Improvement Authority to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

The City agrees that its obligations hereunder to repay the Rentals in accordance with the terms hereof are absolute and unconditional.

SECTION 5.5. Inability of Authority to Sell Bonds. If by reason of the judgment, decree or order of any court of competent jurisdiction, or of any litigation which is pending or threatened, or of any fact or circumstances, other than neglect or refusal of the Improvement Authority to perform its obligations under the terms of this Agreement, the Improvement Authority should be rendered unable to issue and sell Bonds to pay when due any Bond, the Improvement Authority shall provide a written notice to the Authorized City Representative of such inability at least sixty (60) days prior to the earliest date on which such Bonds shall become due. Upon receipt of such written notice, the City shall pay to the Improvement Authority on a date not later than the earliest date on which such Bonds become
due, as a prepayment of Rentals, an amount which is equal to the difference between (i) the amount of principal, redemption premium, if any, and interest accrued and to accrue on such Bonds on their maturity date or earlier redemption date, whichever is earlier, and any expenses in connection with such payment in full, and (ii) the amount of proceeds derived from the sale of such Outstanding Bonds which are available for the payment of such principal, redemption premium, if any, and interest and which are held by the Trustee on behalf of the Improvement Authority. In such event, the Improvement Authority shall hold and use the moneys so paid by or on behalf of the City for the sole purpose of paying the principal of, redemption premium, if any, and interest on such Outstanding Bonds, when same become due and payable, all in accordance with the terms of the Bond Resolution.

SECTION 5.6. Nature of Obligations of the Improvement Authority. The cost and expense of the performance by the Improvement Authority of any of its obligations under the terms of this Agreement shall be limited to the availability of the proceeds of Project Notes or Bonds which have been issued for such purposes or from other funds which are received by the Improvement Authority under the terms of this Agreement or from insurance policies held by or for the benefit of the Improvement Authority and which are available for such purposes.

SECTION 5.7. Assignment of Payments by Improvement Authority. It is understood that all payments which are received by the Improvement Authority from the City under the terms of this Agreement and all rights of the Improvement Authority under this Agreement (except payments and/or rights which are made pursuant to Section 5.1(b)(iii) and (iv), Section 5.2 and Section 5.3 hereof) are hereby assigned by the Improvement Authority to the Trustee pursuant to the terms of any Project Note Resolution and the Bond Resolution. Such assignment of payments by the Improvement Authority to the Trustee shall impose no duties or responsibilities on the Trustee with respect to the obligations of the Improvement Authority under the Project Note Resolution, the Bond Resolution or this Agreement.

The Improvement Authority agrees to notify the City by the execution of an appropriate instrument making such assignment to the Trustee, and the City agrees that, upon receipt of such notification, it will pay to the Trustee at its principal corporate trust office all payments which are due and payable by the City to the Improvement Authority pursuant to the terms of this Agreement (except payments which are required to be made pursuant to Section 5.1(b)(iii) and (iv), Section 5.2 and Section 5.3 hereof). Except as provided in this Section, the Improvement Authority shall not assign this Agreement or any payments which are required to be made under the terms of this Agreement. Except as provided in Section 8.2 hereof, the Improvement Authority shall not sell or otherwise encumber its interest in the Facilities.

Notwithstanding the above, the Improvement Authority may fund all or a portion of the Cost of the Facilities with funds of the County if proceeds of the Bonds are not available. In that case, the County and the Improvement Authority will enter into an agreement whereby the County will invest available funds with the Improvement Authority and such investment will be secured by an obligation of the Improvement Authority to pass through all or a portion of payments to be received by the Improvement Authority from the City under the terms of this Agreement.
Agreement. Upon the execution of such agreement, the Improvement Authority will provide written instructions to the City regarding how payments under this Agreement are to be made and the City agrees to follow such instructions.

Under the agreement between the Improvement Authority and the County, the Improvement Authority will have the unconditional right and obligation to repurchase the County's investment when proceeds of the Bonds become available therefor. Upon repurchase, any rights of the County to payments due to or received by the Improvement Authority hereunder shall be terminated and the first two paragraphs of this Section 5.7 shall become effective.

SECTION 5.8. Option to Prepay or Purchase the Facilities.

(a) As long as an Event of Default has not occurred, the City shall have the option to prepay the Rentals on the Facilities and/or purchase the Facilities from the Authority at any time during the Facilities Lease Term; provided, however, that the Improvement Authority must first obtain an opinion of bond counsel that the exercise of such option will not adversely affect the rights of Bondholders (as such term is defined in the Bond Resolution).

(b) The City may exercise its option to prepay or purchase the Facilities, as provided above, upon sixty (60) days prior written notice to the Improvement Authority and the Trustee. In the event that the City determines to exercise its option to prepay or purchase a portion of or all of the Facilities, it shall deposit with the Trustee an amount which, when invested, is equal to the amount which is sufficient to pay the principal and redemption premium of and interest on the Bonds allocable to such payments on the first call date as provided by the Bond Resolution, as determined by a verification report and an opinion of Bond Counsel that such Bonds will, upon deposit of such payments, be defeased (the "Purchase Option Price"). Any prepayment or purchase of the Facilities by the City pursuant to the terms of this Section 5.8 shall be made on a date set forth in the notice set forth above, which date shall be at least sixty (60) days following delivery to the City of such notice.

(c) Upon the exercise by the City of its option to prepay or purchase all or a portion of the Facilities (as evidenced by the deposit with the Trustee of the amount required by Subsection (b) above), neither the City nor the Improvement Authority shall have any further obligation under the terms of this Agreement. Upon the exercise of the City's option to prepay or purchase all or a portion of the Facilities, the Improvement Authority and the City shall take all necessary actions to authorize, execute and deliver any and all documents which are required to transfer the Improvement Authority’s interest in the Facilities to the City, if necessary.

SECTION 5.9. Option to Sell Facilities. (a) As long as an Event of Default has not occurred, the Improvement Authority shall have the option to sell the DPW Garage, to one or more buyers, with the written approval of the City at any time during the Facilities Lease Term.
(b) The Improvement Authority may exercise its option to prepay or purchase the Facilities, as provided above, upon sixty (60) days prior written notice to the City and the Trustee. In the event that the Improvement Authority determines to exercise its option to sell a portion of or all of the Facilities, it shall deposit with the Trustee an amount which, when invested, is equal to the amount which is sufficient to pay the principal and redemption premium of and interest on the Bonds allocable to such payments on the first call date as provided by the Bond Resolution, as determined by a verification report and an opinion of Bond Counsel that such Bonds will, upon deposit of such payments, be defeased (the "Facilities Sale Price"). Any sale of the Facilities by the Improvement Authority pursuant to the terms of this Section 5.9 shall be made on a date set forth in the notice set forth above, which date shall be at least sixty (60) days following delivery to the City of such notice. Upon deposit with the Trustee of the Facilities Sale Price, any remaining amounts from the sale of the Facilities shall be immediately transferred to the City pursuant to a Certificate of Authority Officer.

SECTION 5.10. Transfer of Interest in Facilities. In the event that the City has made payment of all Rentals, as provided in this Article V, throughout the Facilities Lease Term, and no Event of Default shall have occurred and all fees and expenses due under this Agreement have been paid, title to the Facilities shall be transferred to the City. Such transfer shall occur upon receipt by the Improvement Authority of notice from the Trustee of receipt by the Trustee of the final Rental payment. In such event, this Agreement shall terminate and all of the rights, duties and obligations of the parties hereto shall cease as of the date of such notice.

SECTION 5.11. Survival of Indemnification. All indemnification provisions contained in this Agreement shall remain operative and in full force and effect even after the termination of this Agreement.
ARTICLE VI

OPERATION AND MAINTENANCE; INSURANCE; DAMAGE; DESTRUCTION AND CONDEMNATION

SECTION 6.1. Operation, Maintenance and Repair of Facilities. During the Facilities Lease Term, the City shall be responsible for, and shall pay all costs of (a) operating the Facilities, (b) maintaining the same in good condition, and (c) making all necessary repairs and replacements, interior and exterior, structural and non-structural, as applicable.

SECTION 6.2. Utilities. The City will pay all charges for water, electricity, light, heat or power, sewage, telephone and other utility service which is, rendered or supplied upon or in connection with the Facilities.

SECTION 6.3. Additions, Enlargements and Improvements. The City shall have the right at any time and from time to time during the Facilities Lease Term, at its own cost and expense, to make such additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities, as the City shall deem to be necessary or desirable in connection with the use of the Facilities; provided however, that prior to making any such additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities, the City shall obtain all necessary permits and approvals relating to same. All such additions, enlargements, improvements, expansions, repairs, reconstruction and restorations when completed shall be of such character as not to reduce or otherwise adversely affect the value of the Facilities or the rental value thereof. The cost of any such additions, enlargements, improvements, expansions, repairs, reconstruction or restorations shall be promptly paid by the City or discharged so that the Facilities shall at all times be free of liens for labor and materials supplied thereto other than Permitted Encumbrances. All additions, enlargements, improvements and expansions to, or repairs, reconstruction and restorations of the Facilities shall be and become a part of the Facilities and shall be the property of the Improvement Authority.

In the event that the City shall so request, the Improvement Authority may, subject to the terms and provisions of the Bond Resolution or Project Note Resolution, as the case may be, make such additions, enlargements, improvements, expansions, repairs, reconstruction or restorations as are requested and may issue Additional Bonds and/or Additional Project Notes to pay the Cost thereof. The Improvement Authority covenants that it will take all reasonable steps to cooperate with the City in regard to any such additions, enlargements, improvements, repairs or expansions of the Facilities.

SECTION 6.4. Additional Rights of City. The Improvement Authority agrees that the City shall have the right, option and privilege of erecting, installing and maintaining, at its own cost and expense, such equipment in or upon the Facilities as may, in the City's judgment, be necessary for its purposes. It is further understood and agreed that anything erected or installed under the provisions of this Section shall be and shall remain the personal property of the City and shall not become part of the Facilities, and may be removed, altered or otherwise
changed, at or prior to the termination of this Agreement provided that the Facilities is returned to its original state.

SECTION 6.5. Insurance. (1) Upon the availability of the Facilities, or any portion thereof, for use by the City, and thereafter during the Facilities Lease Term, the City agrees to pay for or provide comprehensive general liability coverage which will pay, on behalf of the Improvement Authority, all sums which the Improvement Authority shall become legally obligated to pay as damages because of bodily injury or death and property damage caused by any occurrence at or in connection with the use of the Facilities and the Improvement Authority shall be the named insured. The Trustee and the City shall be additional named insured.

Such insurance shall afford protection to the Improvement Authority, in the minimum amount of $1,000,000 liability for any one person and $3,000,000 liability for any one occurrence for personal injury, and $500,000 liability for any one occurrence for property damage, and such insurance shall protect the Improvement Authority against any and all penalties, costs, including attorneys' fees, claims, demands, and causes of action due directly or indirectly to the use, disuse, misuse or interest in the Facilities.

(2) Upon the availability of any portion of the Facilities for use by the City and thereafter during the Facilities Lease Term, the City shall obtain and maintain with responsible insurers authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, fire, extended coverage, earthquake and flood insurance on the Facilities (including, without limiting the generality of the foregoing, if available on reasonable terms from the United States of America or any agency thereof or corporation organized thereby, war risk coverage), in an amount which is at least equal to the current full insurable replacement value thereof (exclusive of excavations and foundations but inclusive of debris removal costs), as determined by the City and adjusted, if required, annually with a deductible amount of not more than $100,000; provided however, that earthquake insurance and flood insurance shall be required only if same are available on reasonable terms. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without obtaining the prior written consent thereto of the Improvement Authority. All policies evidencing any insurance which is required by the terms of this subparagraph (2) shall be carried in the name of the City, the Improvement Authority and the Trustee, as their respective interests may appear, and shall contain standard clauses which provide for the net proceeds of such insurance resulting from claims (per casualty) thereunder which are less than $250,000 for loss or damage covered thereby to be made payable directly to the City and net proceeds from such claims equal to or in excess of $250,000 (per casualty) to be made payable directly to the Trustee.

(3) During the Facilities Lease Term, the City shall obtain and maintain, or cause to be obtained and maintained, with responsible insurers authorized to do business in the State of New Jersey or in such other manner as may be required or permitted by law, use and occupancy insurance, to the extent available, in an amount and which shall be payable at such times which will provide sufficient funds for the payment of Debt Service on the Project Notes and/or the Bonds when due. The proceeds of such insurance shall be paid to the Trustee, in lieu of and in
amounts equal to, Rentals which are due pursuant to the provisions of Section 5.1 hereof during such time or time as the use of the Facilities may be totally or partially interrupted as a result of damage or destruction resulting from perils insured against pursuant to subsection (2) of this Section. All such insurance shall be carried for the benefit of the Improvement Authority and each policy therefor, or contract thereof, shall contain a loss payable clause providing for the proceeds thereof to be payable to the Trustee, and the Rentals which are due from the City with respect to the Facilities pursuant to the provisions of Section 5.1(a) shall be reduced by the amount of the payments made to the Trustee from the proceeds of insurance carried pursuant to the foregoing provisions.

(4) During the Facilities Lease Term, the City shall obtain and maintain with responsible insurers authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, any other insurance which has been agreed to by the City and the Improvement Authority.

(5) All insurance policies which are obtained by or on behalf of the City or the Improvement Authority under the terms of this Agreement shall be open to inspection by the Improvement Authority, the City and the Trustee at all reasonable times. A complete description of all such policies shall be furnished on an annual basis by, or on behalf of, the City to the Improvement Authority and the Trustee, and vice versa, and if any change shall be made in any such insurance, a description and notice of such change shall be furnished by, or on behalf of, the City to the Improvement Authority and the Trustee at the time of such change. If a loss deductible for insured property perils or liability is selected and incorporated into the City's property or liability coverage, it shall be done with approval of the Improvement Authority. In such case, the City shall be responsible for the amount of the deductible that the Improvement Authority shall incur from each loss for insured perils or liability.

(6) Notwithstanding any of the foregoing provisions of this Section, the City shall not be required to obtain or maintain any class or type of insurance required by this Agreement for which it is authorized and able to obtain and maintain an appropriate substitute arrangement under which the Improvement Authority and the Trustee would be fully protected from general public liability arising from its leasehold, ownership or other interest in the Facilities or under which assurance will be provided that funds will be available to repair, restore, rebuild or replace the Facilities upon damage, loss or destruction of the Facilities, or under which moneys would be available to the City from a lawful source to pay the Rentals and other payments which are required to be made under the terms of this Agreement in the event of the damage, loss or destruction of the Facilities. No such arrangement or arrangements shall be substituted by the City for the insurance required to be obtained and maintained pursuant to the foregoing provisions of this Section, unless and until each such arrangement shall have been approved, in writing, by the Improvement Authority.

(7) In lieu of separate policies, the City may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event it shall deposit with the Improvement Authority and the Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Facilities.
(8) In the event of failure of the City to pay any premium or other charge with respect to insurance which it is obligated to procure and maintain pursuant to the terms of this Section 6.5, the Improvement Authority may pay such premium and secure and maintain such policy at the cost and expense of the City.

(9) The City agrees to hold the Improvement Authority harmless for any loss to property resulting from any act of negligence that results in a loss or losses which is or which are insured under the Improvement Authority's foregoing insurance coverage.

SECTION 6.6. Damage or Destruction. The City agrees to immediately notify the Improvement Authority and the Trustee in the case of damage to or destruction of the Facilities or any portion thereof in an amount exceeding $250,000 resulting from fire or other casualty. In the event that the amount of any such damage or destruction does not exceed $250,000, the City will forthwith repair, reconstruct and restore the Facilities to substantially the same condition as existed prior to the event causing such damage or destruction and the City will apply the net proceeds of any insurance relating to such damage received by the City to the payment or reimbursement of the costs of such repair, reconstruction and restoration.

In the event that the Facilities, or any portion thereof, is damaged or destroyed by fire or other casualty and the damage or destruction is estimated to exceed $250,000, then the City shall, within ninety (90) days after such damage or destruction, elect one of the following two options by written notice of such election to the Improvement Authority and the Trustee:

(a) Option A - Repair and Restoration. The City may elect to repair, reconstruct and restore the Facilities. In such event the City shall proceed forthwith to repair, reconstruct and restore the Facilities to substantially the same condition as existed prior to the event causing such damage or destruction. As long as the City is not in default hereunder, any net proceeds of insurance relating to such damage or destruction received by the Trustee shall be deposited and used as directed by or on behalf of the City, together with the proceeds derived from the sale of any Additional Bonds or Additional Project Notes issued by the Improvement Authority to finance the Cost of such repair, reconstruction and restoration in the same manner and upon the same conditions as set forth in the Bond Resolution or Project Note Resolution for the payment of the Cost of the Facilities. Any proceeds of insurance remaining on hand following the repair and restoration of the Facilities shall be applied as a prepayment of rent in accordance with Option B of subparagraph (b) of this Section 6.6.

It is further understood and agreed that in the event that the City shall elect this Option A, the City shall complete the repair, reconstruction and restoration of the Facilities, whether or not the net proceeds of insurance which are received by the City are sufficient to pay for the same.

(b) Option B - Prepayment of Rent. Alternatively, the City may elect to have the net proceeds of insurance payable as a result of such damage or destruction applied to the prepayment of Rentals hereunder. In such event the City shall, in its notice of election to the Improvement Authority and the Trustee, direct that such net proceeds, when and as received, be
deposited in the Bond Service Fund (if such prepayment will be applied to payment of the principal of, redemption premium, if any, or interest on the Bonds) or in the Debt Service Fund (in the event that such prepayment will be applied to payment of the principal of, redemption premium, if any, and interest on the Project Notes) and applied as a credit against future Rentals which are required to be made by, or on behalf of, the City.

**SECTION 6.7. Condemnation.** This Agreement and the interest of the City in the Facilities, or any portion thereof, which is condemned or taken for any public or quasi-public use shall be terminated when title thereto vests in the party condemning or taking the same (hereinafter referred to as the "termination date"). The City hereby irrevocably assigns to the Improvement Authority all right, title and interest of the City in and to any net proceeds of any award, compensation or damages (hereinafter referred to as an "award"), payable in connection with any such condemnation or taking of the Facilities, or any portion thereof, during the Facilities Lease Term. Such net proceeds shall be initially paid to the Trustee for disbursement or use as hereinafter provided. In no event shall the City exercise or encourage the exercise of any powers of eminent domain to condemn the Facilities.

In the event of any condemnation or taking, the City shall, within ninety (90) days after the termination date thereof, elect one of the following two options by written notice of such election to the Improvement Authority and the Trustee:

(a) **Option A - Repairs and Improvements.** The City may elect to use the net proceeds of the award made in connection with such condemnation or taking for repairs and improvements to the Facilities. In such event, as long as the City is not in default hereunder, any such net proceeds received by the Trustee shall be deposited in the Construction Fund and/or the Project Fund, as the case may be, and shall be applied by the Trustee, together with the proceeds derived from the sale of any Additional Bonds or Additional Project Notes issued by the Improvement Authority to finance the Cost of such repairs and improvements, to complete the payment of the Cost of such repairs and improvements, in the same manner and upon the same conditions set forth in the Bond Resolution or Project Note Resolution for the payment of the Cost of the Facilities. Any proceeds of an award remaining on hand following completion of the repairs and improvements provided herein shall be applied as a prepayment of rent in accordance with option B of subparagraph (b) of this Section 6.7.

It is further understood and agreed that in the event that the City shall elect this Option A, the City shall complete the repair, reconstruction and restoration of the Facilities, whether or not the net proceeds of the condemnation award which are received by the City are sufficient to pay for same.

(b) **Option B - Prepayment of Rent.** The City may elect to have the net proceeds payable as a result of condemnation applied to the prepayment of Rentals hereunder. In such event the City shall, in its notice of election to the Improvement Authority and the Trustee, direct that such net proceeds, when and as received, be deposited in the Bond Service Fund (if such prepayment is to be applied to payment of the principal of, redemption premium, if any, and interest on the Bonds) or in the Debt Service Fund (if such prepayment is to be supplied to
payment of the principal of, redemption premium, if any, and interest on the Project Notes) and applied as a credit against future Rentals which are required to be made by or on behalf of the City.

The Improvement Authority shall cooperate fully with the City in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any such proceeding in the name and behalf of the Improvement Authority. In no event will the Improvement Authority voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof without the prior written consent of the City.

SECTION 6.8. **Net Lease.** This Agreement shall be deemed to be and is construed to be a "net lease", and the City shall pay absolutely net during the Facilities Lease Term, the Rentals and all other payments which are required to be made under the terms of this Agreement, free of all deductions, and without abatement, diminution and setoff.
ARTICLE VII

SPECIAL COVENANTS

SECTION 7.1. City's Right to Possession. Except as otherwise provided herein, the City shall be entitled to sole possession and use of the Facilities during the Facilities Lease Term, subject to the terms hereof applicable to the rights of the City.

SECTION 7.2. Quiet Enjoyment. The Improvement Authority covenants and agrees with the City that upon the City's payment of the Rentals and the other payments which are required to be made under the terms of this Agreement and observing and performing all the terms, covenants, and conditions to be observed and performed by the City, the City may peaceably and quietly have, hold and enjoy the Facilities.

SECTION 7.3. Compliance with Laws and Regulations. The City will, at its own cost and expense, promptly comply with all laws, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the City and the Facilities or the use or manner of use of the Facilities. The City will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

SECTION 7.4. Covenant Against Waste. The City covenants not to do or suffer or permit to exist any waste, damage, disfigurement or injury to, or public or private nuisance upon, the Facilities.

SECTION 7.5. Right of Inspection. The City covenants and agrees to permit the Improvement Authority and the authorized agents and representatives of the Improvement Authority to enter the Facilities at all times during usual business hours for the purpose of inspecting the same.

SECTION 7.6. Condition of Premises. Upon the availability of any part of the Facilities for use by the City, the City shall become familiar with the physical condition of the Facilities or relevant part thereof. The Improvement Authority makes no representations whatsoever in connection with the condition of the Facilities, and the Improvement Authority shall not be liable for any defects therein.

SECTION 7.7. Assignment and Sale by City. The City will not sell, sublease or otherwise dispose of or encumber its interest in the Facilities, except as provided in Section 7.8 hereof. This Agreement may be assigned in whole or in part by the City upon the prior written consent of the Improvement Authority (which consent shall not be unreasonably withheld) but no assignment shall relieve the City from satisfying any of its obligations hereunder, and in the event of any such assignment, the City shall continue to remain primarily liable for the payments specified in this Agreement and for performance and observance of the other agreements provided herein.
The City shall not rent, sublease or otherwise dispose of all or any portion of the Facilities if such rental, sublease or disposition would, in the opinion of Bond Counsel to the Improvement Authority, cause the interest on any of the Project Notes or Bonds to lose their exemption from Federal income taxation.

SECTION 7.8. Subletting. The City may rent or sublease the Facilities, as determined by the Authorized City Representative, with the prior written consent of the Improvement Authority (which consent shall not be unreasonably withheld). Any such sublease shall provide that such sublease shall be subject to termination, at the option of the Improvement Authority, upon the occurrence of an Event of Default under this Agreement. No sublease shall have any adverse effect upon this Agreement or affect or diminish the City's obligations hereunder.

The City shall not rent, sublease or otherwise dispose of all or any portion of the Facilities if such rental, sublease or disposition would, in the opinion of Bond Counsel to the Improvement Authority, cause the interest on any of the Project Notes or Bonds to lose their exemption from Federal income taxation.

SECTION 7.9. Cooperation by the City. The City, by written notice signed by an Authorized City Representative, shall keep the Improvement Authority informed of anticipated needs for money to pay the Cost of the Facilities and the City shall give the Improvement Authority its full cooperation and assistance in all matters relating to financing of the acquisition of the Facilities.

The City agrees that, whenever requested by the Improvement Authority, it shall provide and certify, in form satisfactory to the Improvement Authority, such information concerning the City and the Facilities, the operations and finances of the City and such other matters that the Improvement Authority considers to be necessary in order to enable it to complete and publish an official statement or other similar disclosure document relating to the sale of Project Notes or Bonds or to enable the Improvement Authority to make any reports which are required by any law or governmental regulations in connection with any of the Bonds or Project Notes.

SECTION 7.10. Consultation with Authorized City Representative. The Improvement Authority agrees to consult with the Authorized City Representative on the terms and timing of proposed sales of all Bonds or Project Notes and the contents of all resolutions, certificates, applications, contracts, official statements, notices of sale, advertisements, and other documents relating to financing of the acquisition of the Facilities.
ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default. An "event of default" or a "default" shall mean, whenever they are used in this Agreement, any one or more of the following events;

(a) Failure by the City to pay when due the payments which are required to be made under the provisions of Section 5.1(a) hereof or Section 5.5 hereof;

(b) Failure by the City to pay when due any payment which are required to be made under the provisions of this Agreement other than payments required to be made under Section 5.1(a) and Section 5.5 hereof, which failure shall continue for a period of thirty (30) days after written notice thereof has been given to the City, specifying such failure and requesting that it be remedied;

(c) Failure by the City to observe and perform any covenant, condition or agreement which is required to be observed or performed by it other than as referred to in subsections (a) and (b) of this Section 8.1, which failure shall continue for a period of thirty days (30) days after written notice thereof has been given to the City, specifying such failure and requesting that it be remedied, unless the Improvement Authority and the Bank shall agree in writing to an extension of such time to its expiration and; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City, or on its behalf, within the applicable period and is diligently pursued until the default is remedied; or

(d) The filing by the City for bankruptcy relief concerning its indebtedness under any federal, state or local statutes or entering of an order or decree appointing a receiver for the Facilities, or any part thereof, or of the revenues thereof with the consent or acquiescence of the City or the entering of such order or decree without the acquiescence or consent of the City in the event that such order or decree shall not be vacated, discharged or stayed within ninety (90) days after its entry.

(e) Failure of the City in any fiscal year to budget or appropriate from its general revenues, any payments due hereunder in such fiscal year.

SECTION 8.2. Remedies. Whenever any event of default referred to in Section 8.1 hereof shall have occurred and shall be continuing, any one or more of the following remedial steps may be taken, provided that prior written notice of the default has been given to the City by the Authority and the default has not been cured:

(a) The Trustee may, at its option and by notice to the City, accelerate the payment of the remaining principal component of the Rentals identified in Section 5.1 hereof and the amount of the interest component of such Rentals accrued to the date of such notice, all pursuant to the
terms of the Bond Resolution. Upon such acceleration, the Trustee, on behalf of the Authority, may assign rights to payments by the City under this Agreement to the Bank.

(b) The Improvement Authority may re-enter and take possession of the Facilities without terminating this Agreement, and may sublease the Facilities for the account of the City, holding the City liable for the difference, if any, in the rent and other amounts which are payable by the sublessee and the Rentals and other amounts which are due and payable by the City under the terms of this Agreement.

(c) The Improvement Authority may terminate the Facilities Lease Term, exclude the City from possession of the Facilities and use its best efforts to lease the Facilities to another party (to the extent possible) for the account of the City, holding the City liable for all Rentals and other amounts which are due and payable under the terms of this Agreement and which are not paid by such other party.

(d) To the extent the same may be permitted by law, the Improvement Authority may terminate the Facilities Lease Term, exclude the City from possession of the Facilities and sell the Facilities (to the extent possible), holding the City liable for payment of all Rentals and other amounts which are due under the terms of this Agreement and which are not paid from the proceeds derived from such sale.

(e) The Improvement Authority, the Trustee or, if the Authority's rights to receive payments under this Lease have been assigned to the Bank, the Bank may take whatever action at law or in equity may appear to be necessary or desirable in order to collect the payments which are then due and payable and thereafter to become due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the City under the terms of this Agreement.

Any amounts which are collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Project Note Resolution or the Bond Resolution, as the case may be, or if the Bonds and Project Notes have been fully paid by the City (or provision for payment thereof has been made in accordance with the terms of the Project Bond Resolution or the Bond Resolution), such amounts shall be paid to the City.

The lease from the Improvement Authority set forth in Article II of this Agreement shall remain in full force and effect regardless of which of the above remedial steps is taken.

SECTION 8.3. Reinstatement. Notwithstanding any termination of this Agreement in accordance with the provisions of Section 8.2 hereof, if (a) the occurrence of an event of default results in the acceleration of the Outstanding Project Notes or Bonds by the Trustee pursuant to the terms of the Project Note Resolution or the Bond Resolution, as the case may be, and (b) (i) all arrears of interest on such Outstanding Bonds or Project Notes and interest on overdue installments of the principal of, redemption premium if any, and interest on such Bonds or Project Notes, at a rate per annum which is equal to the highest rate per annum borne by any of the Bonds or Project Notes, and (ii) the principal of and redemption premium, if any,
and interest on all Bonds or Project Notes then Outstanding which have become due and payable otherwise than by acceleration, and (iii) all other sums which are due and payable under the terms of the Project Note Resolution or the Bond Resolution, as the case may be, except the principal of and the interest on such Bonds or Project Notes which by such acceleration shall have become due and payable, shall have been paid, and all other things shall have been performed in respect of which there was a default and there shall have been paid the reasonable fees and expenses, including Administrative Expenses, of the Trustee and of the holders of such Bonds or Project Notes (including reasonable attorneys' fees paid or incurred) and such acceleration is rescinded under the terms of the Bond Resolution or Project Note Resolution, then, the City's default hereunder shall be waived without further action by the Trustee or the Improvement Authority. Upon such payment and waiver, this Agreement shall be fully reinstated, as if it had never been terminated, and the City shall be restored to the use, occupancy and possession of the Facilities.

SECTION 8.4. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Improvement Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Improvement Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE IX

MISCELLANEOUS

SECTION 9.1. Surrender of Possession. Except as otherwise expressly provided in this Agreement upon the termination of the Facilities Lease Term as a result of the occurrence of an Event of Default under the terms of Article VIII hereof, the City hereby agrees to surrender possession of the Facilities peacefully and promptly to the Improvement Authority in the same or better condition as existed at the commencement of the Facilities Lease Term, except for loss by fire or other casualty covered by insurance, condemnation and ordinary wear, tear and obsolescence.

SECTION 9.2. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the City, the Improvement Authority and their respective successors and assigns, subject, however, to the provisions of Section 7.7 and Section 7.8 hereof.

SECTION 9.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.4. Amounts Remaining Under Bond Resolution or Project Note Resolution. It is agreed by the parties hereto that upon the expiration or sooner termination of the Facilities Lease Term, as provided in this Agreement, after payment in full of the applicable Project Notes and/or the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution or the Project Note Resolution, as the case may be) and the fees, charges and expenses of the Trustee and paying agents and the Improvement Authority in accordance with the provisions of the Project Note Resolution or the Bond Resolution, any amounts which are remaining in any fund or account created under the terms of the Project Note Resolution or the Bond Resolution shall belong to, and be paid by the Improvement Authority (after receipt from the Trustee) to the City.

SECTION 9.5. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.6. Notices. All notices or other communications provided for in this Agreement shall be in writing and shall be delivered personally to, or sent by certified or registered mail to the respective offices of the City, 94 Washington Street, Hoboken, New Jersey 07030 and to the Executive Director of the Improvement Authority, 574 Summit Avenue, 5th Floor, Jersey City, New Jersey 07306, or to such representatives as the Improvement Authority or the City may from time to time designate in writing.
SECTION 9.7. Headings. The Article and section headings in this Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 9.8. Non-Waiver. It is understood and agreed that nothing contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Agreement.

SECTION 9.9. Amendment. This Agreement may be amended upon the mutual consent of the parties hereto; provided however, that, except as provided below, no such amendment shall be effective if, in the judgment of the Trustee, in reliance upon a Counsel's Opinion, such amendment adversely affects the rights of the holders of the Project Notes and/or the Bonds which are Outstanding at the time of such amendment.

SECTION 9.10. Covenant of City as to Compliance With Federal Tax Matters. Upon the advice of Bond Counsel to the Improvement Authority, the City covenants that it will take all actions which are within its control that are necessary to assure that interest on the Bonds is exempt from Federal income taxation and the City covenants that it will refrain from taking any action that would cause the interest on the Bonds to be includable as gross income under the provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

SECTION 9.11. Change in Description of Facilities. Notwithstanding anything herein to the contrary, this Agreement may be amended under all circumstances to provide for a change in the description or location of the Facilities.
IN WITNESS WHEREOF, the City has caused this instrument to be executed in its name by the Mayor of the City and the official seal to be hereunto affixed and the Improvement Authority have caused this instrument to be executed in its name by its Executive Director or Chairperson and its corporate seal to be hereunto affixed, all as of the day and year first above written.

ATTEST: CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _______________________________ By: _______________________________
   Clerk Mayor

ATTEST: THE HUDSON COUNTY IMPROVEMENT AUTHORITY

By: _______________________________ By: _______________________________
   Secretary Executive Director
### EXHIBIT A

**SCHEDULE OF BASIC RENT PAYMENTS AND IMPROVEMENT AUTHORITY ADMINISTRATIVE FEE**

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<th>Date</th>
<th>Basic Rent Payments</th>
<th>Authority Administrative Fee</th>
<th>Total Basic Rent and Authority Administrative Fee</th>
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</table>
EXHIBIT B
CONTINUING DISCLOSURE AGREEMENT

By and Among

The Hudson County Improvement Authority,

the City of Hoboken, in the County of Hudson, New Jersey

and

_______________,

as Dissemination Agent for

$10,000,000
The Hudson County Improvement Authority
Lease Revenue Bonds, Series 2004
(Hoboken DPW Garage Project)
(Federally Taxable)
CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”), dated as of __________, 2004, is by and among The Hudson County Improvement Authority (the “Authority”), the City of Hoboken, in the County of Hudson, New Jersey (the “City”) and __________, New Jersey, as dissemination agent (the “Dissemination Agent”) for the $10,000,000 aggregate principal amount of The Hudson County Improvement Authority Lease Revenue Bonds, Series 2004 (Hoboken DPW Garage Project) (the “Bonds”) issued by the Authority dated the date hereof.

WITNESSETH

WHEREAS, on November 10, 1994, the United States Securities and Exchange Commission (the “Commission”) adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and

WHEREAS, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a “Participating Underwriter”) to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and

WHEREAS, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an “obligated person” (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such “obligated person”; and

WHEREAS, the Authority and the City have determined that each of them is or will be an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the Dissemination Agent, the City and the Authority are entering into this Agreement for the benefit of Bondholders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority, the City and the Dissemination Agent agree as follows:
SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Authority and the City for the benefit of the Bondholders and Beneficial Owners (hereinafter defined) of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the hereinafter defined Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit A.

"Participating Underwriter" shall mean any of the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

“Resolution” shall mean the Authority’s general bond resolution adopted October 13, 2004, as amended and supplemented, with respect to the Bonds.

"Rule" or "Rule 15c2-12" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.
SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of the City’s fiscal year, commencing with the report for the fiscal year ending December 31, 2004, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Agreement. In addition, upon availability, the City shall, provide to each Repository the audited financial statements of the City for the year ending December 31, 2003. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the City shall send a notice to each National Repository or the Municipal Securities Rulemaking Board, to the State Repository, if any, and to Financial Guaranty Insurance Company in substantially the form attached as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) file a report with the City certifying that the Annual Report has been provided pursuant to this Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

1. The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the City’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
2. The financial information and operating data set forth in Appendix A to the Official Statement dated ____________, 2004 prepared in connection with the sale of the Bonds.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority and the City shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies,
2. non-payment related defaults,
3. unscheduled draws on debt service reserves reflecting financial difficulties,
4. unscheduled draws on the credit enhancements reflecting financial difficulties,
5. substitution of the credit or liquidity providers or their failure to perform,
6. adverse tax opinions or events affecting the tax-exempt status of the security,
7. modifications to rights of securityholders,
8. bond calls,
9. defeasances,
10. release, substitution or sale of property securing repayment of the securities, and
11. rating changes.

(b) Whenever the Authority or the City obtains knowledge of the occurrence of a Listed Event, the Authority or the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Authority or the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Authority or the City shall promptly file a notice of such occurrence (or cause the Dissemination Agent to file such notice) with each National Repository or the Municipal Securities Rulemaking Board, with the State Repository, if any, and with [BOND INSURER]. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.
SECTION 6. Termination of Reporting Obligation. The Authority’s and the City’s obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority or the City shall give notice (or cause the Dissemination Agent to give such notice) of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The Authority or the City may, from time to time, appoint or engage a new Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent upon appointing a new Dissemination Agent. The initial Dissemination Agent shall be North Fork Bank, Jersey City, New Jersey.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Authority, the City and the Dissemination Agent may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be promptly given to each National Repository or the Municipal Securities Rulemaking Board and to the State Repository, if any, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Authority, the City or the Dissemination Agent from disseminating any
other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or in any notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Authority or the City chooses to include any information in any Annual Report or in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Authority and the City shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority or the City to comply with any provision of this Agreement, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority or the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Agreement in the event of any failure of the Authority or the City to comply with this Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and to the extent permitted by law, the Authority and the City agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney’s fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the Authority and the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Authority, the City, the Dissemination Agent, the Participating Underwriter and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be governed by and construed in accordance with the federal securities laws and the laws of the State of New Jersey without regard to principles of conflict of laws.

SECTION 14. Counterparts. This Agreement may be executed in one or more counterparts, and when the Authority, the City and the Dissemination Agent have each executed and delivered at least one counterpart, this Agreement shall become binding on the Authority, the City and the Dissemination Agent and such counterparts shall be deemed to be one and the same documents.

SECTION 15. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i)
the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the Authority, the City and the Dissemination Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE follows.]
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date set forth above.

THE HUDSON COUNTY IMPROVEMENT AUTHORITY

ATTEST

______________________________   By: ______________________________
Secretary                              Executive Director

CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY

ATTEST

______________________________   By: ______________________________
Clerk                               Mayor

ATTEST

______________________________   By: ______________________________
Corporate Trust Officer              Vice President
EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission as of __________, 2004:

<table>
<thead>
<tr>
<th>Repository Name</th>
<th>Attn:</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard &amp; Poor’s Securities Evaluations, Inc.</td>
<td>Attn: Repository</td>
<td>55 Water Street, 45th Floor</td>
<td>New York, New York 10041</td>
<td>(212) 438-4595</td>
<td>(212) 438-3975</td>
</tr>
<tr>
<td>FT Interactive Data</td>
<td>Attn: NRMSIR</td>
<td>100 William Street</td>
<td>New York, New York 10038</td>
<td>(212) 771-6999</td>
<td>(212) 771-7390</td>
</tr>
<tr>
<td>Bloomberg Municipal Repository</td>
<td></td>
<td>100 Business Park Drive</td>
<td>Skillman, New Jersey 08558</td>
<td>(609) 279-3225</td>
<td>(609) 279-5962</td>
</tr>
<tr>
<td>DPC Data Inc.</td>
<td></td>
<td>One Executive Drive</td>
<td>Fort Lee, New Jersey 07024</td>
<td>(201) 346-0701</td>
<td>(201) 947-0107</td>
</tr>
</tbody>
</table>
EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:______________________________

Name of Bond Issue:______________________________

Date of Issuance:______________________________

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Agreement dated __________, 2004. The City anticipates that the Annual Report will be filed by __________.

Dated:______________________________

CITY OF HOBOKEN, IN THE
COUNTY OF HUDSON, NEW JERSEY

By:______________________________
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT WITH CSC HOLDINGS, A/K/A CABLEVISION

WHEREAS, there exists a need for the ability to provide Business Class Optimum on line service (Internet and Electronic Communication); and

WHEREAS, CSC Holdings, Inc. (a/k/a “Cablevision”) provides those services over its existing cable system (the ONLINE Service)

WHEREAS, fees payable to Cablevision shall be Sixty Nine Ninety Five ($69.95) per account per month (currently at ten (10) accounts, will not exceed thirteen (13); and

WHEREAS, the term for this contract shall be one (1) year from the effective date of the contract authorized by this resolution. The fee for this service shall not exceed Ten Thousand Nine Hundred Twelve and Twenty ($10,912.20) dollars. (13 X 69.95 X 12)

WHEREAS, this Agreement is authorized pursuant to N.J.S.A. 40A:11-5(1)(dd) as an extraordinary, unspecifiable service, due to the requirement that Cablevision provides its service for the support and maintenance of Hoboken’s proprietary computer hardware and software; and

WHEREAS, the Cablevision Agreement is attached herto and incorporated by reference.

NOW, THEREFORE BE IT RESOLVED that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. The Mayor or his designee is authorized to execute an Agreement for the above referenced services based upon the following:

   Service Provider:  CSC Holdings, Inc.
   a/k/a Cablevision
   1111 Stewart Avenue
   Bethpage, New York, 11714

   Term of Contract:
   February 1, 2005 and terminate January 31, 2006

Approved:_________________________ _________________________
Richard England, Interim Business Administrator  Joseph Sherman, Corporation Counsel

Date: ___________________________
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION OF THE HOBOKEN CITY COUNCIL AUTHORIZING APPEARANCE BEFORE THE LOCAL FINANCE BOARD AUTHORIZATION TO UTILIZE REVENUES FROM THE SALE OF ASSETS AS PART OF THE SFY 2005 BUDGET

WHEREAS, the City of Hoboken will require authorization from the Local Finance Board for:

1. Authorization to utilize revenues from sale of assets as part of the requested Budget Cap Relief; and

WHEREAS, the Hoboken City Council must authorize the application for the authorization to utilize revenues from the sale of assets as part of the SFY 2005 budget.

NOW, THEREFORE, BE IT RESOLVED, by the Hoboken City Council that it authorizes an application to and appearance before the Local Finance Board in order to seek authorization to:

1. Authorization to utilize revenues from the sale of assets as part of the SFY 2005 Budget.

Approved: Richard England, Interim Business Administrator

Approved as to form: Joseph S. Sherman, Corporation Counsel

Date of Meeting: January 19, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION OF THE HOBOKEN CITY COUNCIL AUTHORIZING TO SEEK CAP RELIEF

WHEREAS, the City of Hoboken will require authorization from the Local Finance Board for:

1. Authorization to exceed the statutory budget CAP Limits; and

WHEREAS, the Hoboken City Council must authorize the application for the CAP Relief above referenced.

NOW, THEREFORE, BE IT RESOLVED, by the Hoboken City Council that it authorizes an application to and appearance before the Local Finance Board in order to seek authorization to:

1. Exceed the Statutory Cap Limits.

Approved: Richard England, Interim Business Administrator

Approved as to form: Joseph S. Sherman, Corporation Counsel

Date of Meeting: January 19, 2005
CITY OF HOBOKEN
RESOLUTION NO.______________

WHEREAS, the city of Hoboken has received Homestead Rebate Funds and/or New Jersey Rebate from the State of New Jersey on behalf of the following Taxpayers, which payments were forwarded to the City in error:

WHEREAS, the Tax Collector recommends the refunds for the individuals listed below; and

NOW, THEREFORE, BE IT RESOLVED, that warrants be drawn on the City Treasurer in favor of the aforementioned individuals for the amounts set forth next to their names; totaling $1,152.89

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL/LOT/UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vita Mannino</td>
<td>184\17\C0005</td>
<td>931 Park Ave.</td>
<td>$500.00</td>
</tr>
<tr>
<td>931 Park Ave.-Apt#3L</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.  07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brian &amp; Jennifer Boyle</td>
<td>15\6\C005E</td>
<td>81-87 Jackson St.</td>
<td>$500.00</td>
</tr>
<tr>
<td>81-87 Jackson St.-Apt#5E</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.  07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curtis &amp; Jeannie Choice</td>
<td>160\3\05-B</td>
<td>807-09 Clinton St.</td>
<td>$152.89</td>
</tr>
<tr>
<td>33-1511 Hudson St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jersey City, N. J. 07302</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meeting: January 19, 2005

Approved as to Form:

______________________________
CORPORATION COUNSEL

______________________________
Louis P. Picardo
CITY OF HOBOKEN
RESOLUTION NO._____________________

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

WHEREAS, tax appeal was filed by the property owners: and

WHEREAS, State Tax Court recommends a settlement in this matter, now, therefore, be it

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the taxpayer appearing on the attached list totaling **$12,073.93**

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\ALT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank DiGraci</td>
<td>60\13\C0001</td>
<td>457 5th St.</td>
<td>$2,945.85</td>
</tr>
<tr>
<td>457 5th Street-Apt#1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.</td>
<td>07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kenneth Turso</td>
<td>76\1\C09-B</td>
<td>603 Madison St.</td>
<td>$1,166.38</td>
</tr>
<tr>
<td>20 Hamilton Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basking Ridge, N. J.</td>
<td>07920</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRG Real Estate LLC</td>
<td>22\1\</td>
<td>72 10th St,</td>
<td>$1,339.91</td>
</tr>
<tr>
<td>72 10th Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.</td>
<td>07920</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sean Hession</td>
<td>187\12</td>
<td>151 1st St.</td>
<td>$1,139.01</td>
</tr>
<tr>
<td>618 Grand St.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hoboken, N. J.</td>
<td>07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>BL\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>254 Sixth St. LLC</td>
<td>168\38</td>
<td>254 6th Street</td>
<td>$84.42</td>
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<tr>
<td>P. O. Box 6010</td>
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<td></td>
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</tr>
<tr>
<td>Hoboken, N. J.    07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amnon Gutman</td>
<td>36\33\C0005</td>
<td>200-02 Jackson St.</td>
<td>$168.64</td>
</tr>
<tr>
<td>200 Jackson St.-Apt#5</td>
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<tr>
<td>Hoboken, N. J.    07030</td>
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<td></td>
<td></td>
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<tr>
<td>D. Naughton &amp; M. Waldron</td>
<td>18\4\C005H</td>
<td>70 Adams St.</td>
<td>$1,635.84</td>
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<tr>
<td>70 Adams St.-Apt#5H</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hoboken, N. J.    07030</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Sanvard Realty Corp.</td>
<td>114\18</td>
<td>1316-30 Grand St.</td>
<td>$2,412.00</td>
</tr>
<tr>
<td>% N. J. Casket</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. O. Box 3307</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hoboken, N. J.    07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joseph E. Buzziero</td>
<td>216.1\37\C001A</td>
<td>500 Hudson St.</td>
<td>$578.88</td>
</tr>
<tr>
<td>74 Third Place</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bogota, N. J.    07603</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aldo G. Cipolat</td>
<td>214\15</td>
<td>333 Washington St.</td>
<td>$603.00</td>
</tr>
<tr>
<td>32 Franklin Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ridgewood, N. J. 07450</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Meeting**: January 19, 2005

Approved as to form:

______________________________  
CORPORATION COUNSEL

______________________________  
Louis P. Picardo

Page Two of Two
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, Louis P. Picardo, Collector of Revenue recommends that refunds

be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order

of the following taxpayer in the sum opposite their respective name, totaling $23,168.78

representing overpayment of taxes:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yumiko Kinoshita</td>
<td>95\1\C0P35</td>
<td>901-9 Madison St.</td>
<td>$111.81</td>
</tr>
<tr>
<td>901 Madison St. Apt.#5G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nick Manganiello</td>
<td>79\15\C004D</td>
<td>610-12 Clinton St.</td>
<td>$2,643.04</td>
</tr>
<tr>
<td>612 Clinton Street Apt.#4D</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>World Savings</td>
<td>18\15\C0001</td>
<td>83-85 Jefferson St.</td>
<td>$661.36</td>
</tr>
<tr>
<td>Attn: Escrow Tax Dept. T6D5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. O. Box 659558</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Antonio, Texas</td>
<td>78265-9558</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>BL\LOT\UNIT</td>
<td>PROPERTY</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>--------------</td>
<td>------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Chase Manhattan Mort Attention Refund Dept.</td>
<td>95\21\C0301</td>
<td>920 Jefferson St.</td>
<td>$2,011.00</td>
</tr>
<tr>
<td>P. O. Box 569763 Dallas, Texas 75356</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Horizon Home Loan 4000 Horizon Way Irving, Texas</td>
<td>247\15.2</td>
<td>1231 Bloomfield St.</td>
<td>$2,677.84</td>
</tr>
<tr>
<td>First American Real Estate Tax Service 1201 Elm St.</td>
<td>27\19\C000B</td>
<td>128 Monroe St.</td>
<td>$2,624.76</td>
</tr>
<tr>
<td>Suite 300 Dallas, Texas 75063</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lauryn Cole 358 Sixth St. 3-R Hoboken, N. J. 07030</td>
<td>79\3\C003R</td>
<td>356-360 6th St.</td>
<td>$1,333.58</td>
</tr>
<tr>
<td>GMAC Mortgage Attn: Tax Refund 3451 Hammond Ave. Waterloo, IA 50702</td>
<td>89\12\C0P-6</td>
<td>501 9th St.</td>
<td>$111.81</td>
</tr>
<tr>
<td>First American 8435 N. Stemmons Freeway Dallas, Texas</td>
<td>36\33</td>
<td>200-2 Jackson St.</td>
<td>$2,412.00</td>
</tr>
<tr>
<td>Valley National Bank 1460 Valley Road Wayne, N. J. 07470</td>
<td>160\13\C005R</td>
<td>816 Willow Ave.</td>
<td>$913.80</td>
</tr>
<tr>
<td>Michael Glassner 206 Willow Ave-Apt#1 Hoboken, N. J. 07030</td>
<td>43\32\C0001</td>
<td>206 Willow Ave.</td>
<td>$2,373.79</td>
</tr>
</tbody>
</table>

Page Two of Three
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Countrywide Tax Service</td>
<td>2\5\CUL49</td>
<td>415 Newark St.</td>
<td>$111.81</td>
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<tr>
<td>P. O. Box 10211</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SV3-24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Nuys, CA 91410-0211</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage Service Center</td>
<td>20\19\C03-B</td>
<td>94 Clinton St.</td>
<td>$2,304.61</td>
</tr>
<tr>
<td>P. O. Box 23750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rochester, N. Y. 14692-9928</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Yokoyama</td>
<td>2\5\CUL05</td>
<td>415 Newark St.</td>
<td>$111.81</td>
</tr>
<tr>
<td>415 Newark St.-Apt#2D</td>
<td></td>
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</tr>
<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jill Preston</td>
<td>185\44\C0002</td>
<td>206 10\th St.</td>
<td>$2,765.76</td>
</tr>
<tr>
<td>206 10\th St.-Apt#2</td>
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<tr>
<td>Hoboken, N. J. 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meeting: January 19, 2005

Approved as to Form:

CORPORATION COUNSEL

Louis P. Picardo

Page Three of Three
December 5, 2005

Via email
ewebrhahn@hobokennj.org
rengland@hobokennj.org
Joseph Sherman, Esq.
Richard England, Business Administrator
City of Hoboken, in the County of Hudson
94 Washington Street
Hoboken, New Jersey 07030

Re: Multi-Purpose Bond Ordinance

Gentlemen:

In accordance with our conversations, I am forwarding herewith the above-referenced bond ordinance for the City of Hoboken. If the form of the ordinance meets with the City Council's approval, then the ordinance should be adopted in accordance with the procedure set forth below for your convenience:

1. A Supplemental Debt Statement must be prepared, executed and sworn to by the Chief Financial Officer and filed with the Clerk on or prior to the date of introduction of the bond ordinance.

2. The bond ordinance may be introduced and read by title only, and adopted by a majority of the members of the governing body present, assuming a quorum.

3. After introduction of the bond ordinance, the Supplemental Debt Statement must be forwarded to Trenton and filed, prior to the final adoption of the bond ordinance, with the Division of Local Government Services.

4. To comply with the capital budget regulations, the bond ordinance contains a provision amending the capital budget or temporary capital budget (as applicable). To the extent the governing body has not adopted the capital budget; it should adopt a temporary capital budget including the projects listed in the bond ordinance. To the extent of any inconsistency
between the capital budget and the bond ordinance, the bond ordinance should be filed with the Division of Local Government Services along with the Supplemental Debt Statement and the resolution of the governing body in the form required by the Local Finance Board showing the details of the amended capital budget or temporary capital budget (as applicable). This resolution is not published.

5. After introduction, the bond ordinance must be published in full, together with a "Notice of Pending Ordinance", a copy of which is enclosed for your convenience. The Notice must be published at least one week prior to the date set for further consideration of the bond ordinance.

6. At least one (1) week prior to the date scheduled for further consideration, the bond ordinance should be posted on the bulletin board customarily used for notices, together with the enclosed "Notice of Pending Ordinance". Copies of the bond ordinance should be made available to anyone who requests them of the Clerk.

7. If the Municipality's planning board has adopted any portion of the "master plan", then prior to the governing body taking any action necessitating the expenditure of public funds, the bond ordinance must be referred to the municipal planning board for review and recommendation in conjunction with the master plan, and the governing body must have received such recommendation or forty-five (45) days must have elapsed after such reference without such recommendation being received (N.J.S.A. 40:55D-31).

8. Please notify us prior to introduction if any of the proposed projects is located within a county-designated “agricultural development area” or involves a “municipally approved program” therein, as certain other requirements must be met under N.J.S.A. 4:1C-19 and 25 (including 30 days’ advance notice to certain county and State agencies).

9. Please notify us prior to introduction if any of the proposed projects involves the establishment or change of grade of any street, highway, lane or alley or portion thereof, as certain other requirements must be met under N.J.S.A. 40:49-6 (including mailed notice to certain affected property owners).

10. The bond ordinance can be considered for final adoption not less than ten (10) days after the date of introduction, and not less than seven (7) days after the first publication of such bond ordinance. If the bond ordinance has been posted and copies made available as indicated in paragraph 6 above, then the bond ordinance may be read at this second reading by title only; otherwise the bond ordinance must be read in full. After the appropriate reading of the bond ordinance, the governing body must hold a public hearing and give all members of the public a chance to be heard on the bond ordinance. After the public hearing, the bond ordinance can be finally adopted by the affirmative vote of not less than two thirds of the full membership
of the governing body and, if the Mayor's approval is required for the passage of ordinances, upon approval by (or passage over the veto of) the Mayor.

11. The bond ordinance must then be published in full, together with the "Notice of Adoption of Bond Ordinance", a copy of which is enclosed. The bond ordinance will not become effective until twenty (20) days after the publication of the full text of the bond ordinance along with the "Notice of Adoption of Bond Ordinance".

To establish the necessary record that the bond ordinance was properly adopted, please ask the Clerk to complete the enclosed certificate and return it to me with the indicated attachments, as soon as possible after the twenty (20) days have elapsed after final publication. Please make sure that all publications are in a newspaper published and circulating in the City (if there is one), or, if there is no such newspaper, in a newspaper published in Hudson County and circulating in the City.

Please call me or Chris Walrath if you have any questions about the bond ordinance, the adoption procedure, or the enclosed certificate. Thank you.

Sincerely yours,
GLUCKWALRATH LLP

Marsha Boutin

Marsha Boutin, Legal Assistant

MB
Enclosures
cc: Christopher M. Walrath, Esq. (w/enclosures)
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE
COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR
VARIOUS CAPITAL IMPROVEMENTS AND OTHER
RELATED EXPENSES IN AND FOR THE CITY OF
HOBOKEN AND APPROPRIATING $11,970,000 THEREFOR,
AND PROVIDING FOR THE ISSUANCE OF $11,400,000 IN
BONDS OR NOTES OF THE CITY OF HOBOKEN TO
FINANCE THE SAME.

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

Section 1. The several improvements or purposes described in Section 3 of this bond
ordinance are hereby authorized to be undertaken by the City of Hoboken, in the County of
Hudson, New Jersey (the "City") as general improvements. For the several improvements or
purposes described in Section 3 hereof, there are hereby appropriated the respective sums of
money therein stated as the appropriations made for each improvement or purpose, such sums
amounting in the aggregate to $11,970,000 including the aggregate sum of $570,000 as the
several down payments for the improvements or purposes required by the Local Bond Law. The
down payments have been made available by virtue of provision for down payment or for capital
improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not
covered by application of the several down payments or otherwise provided for hereunder,
negotiable bonds or notes are hereby authorized to be issued in the principal amount of
$11,400,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or
notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and
within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for
which the bonds or notes are to be issued, the estimated cost of each improvement and the
appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each
improvement and the period of usefulness of each improvement are as follows:

(a)  **Purpose:** Acquisition of various parcels of land located in the
City for open space, and designated as Lots 1 to 8,
inclusive, in Block 256 on the tax map of the City,
and including all rights or interests therein and all
work and services necessary therefor or incidental
thereto.

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<th>Appropriation and Estimated Cost:</th>
<th>$7,350,000</th>
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</thead>
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<tr>
<td>Estimated Maximum Amount of Bonds or Notes:</td>
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<tr>
<td>Period or Average Period of Usefulness:</td>
<td>40 years</td>
</tr>
<tr>
<td>Amount of Down Payment:</td>
<td>$ 350,000</td>
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</tbody>
</table>

(b)  **Purpose:** Improvements to various City buildings and parks,
including, but not limited to, Fire Houses located at
Observer Highway, 201 Jefferson Street, 801
Clinton Street and 1313 Washington Street; Police
Headquarters located at 106 Hudson Street; the
Multi-Service Center located at 124 Grand Street;
the Public Library located at 500 Park Avenue; City
Hall located at 94 Washington Street and various
parks located in the City, as more fully described on
a list on file in the City Clerk's office, which list is
hereby approved, and including all work, materials
and services necessary therefor or incidental
thereto.

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<tr>
<th>Appropriation and Estimated Cost:</th>
<th>$3,465,000</th>
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</thead>
<tbody>
<tr>
<td>Estimated Maximum Amount of Bonds or Notes:</td>
<td>$3,300,000</td>
</tr>
<tr>
<td>Period or Average Period of Usefulness:</td>
<td>19.73 years</td>
</tr>
<tr>
<td>Amount of Down Payment:</td>
<td>$ 165,000</td>
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</tbody>
</table>

(c)  **Purpose:** Acquisition of various vehicles and equipment,
including, but not limited to, a 31 yard garbage
truck, a street sweeper, two (2) Cushman scooters,
two (2) vans for the City Buildings/Recreation Department, two (2) pick-up trucks, a small truck for the City Sanitation Inspector, replacement of the body on two (2) 31 yard trucks, conversion of a vacuum truck to a roll-off truck, a mobile stage, two (2) vehicles for the City Construction/Health Department and various computer equipment and software, as more fully described on a list on file in the City Clerk's office, which list is hereby approved, and including all work, materials and services necessary therefor or incidental thereto.

Appropriation and Estimated Cost: $1,155,000
Estimated Maximum Amount of Bonds or Notes: $1,100,000
Period or Average Period of Usefulness: 8.09 years
Amount of Down Payment: $ 55,000

(e) The estimated maximum amount of bonds or notes to be issued for the several improvements or purposes is as stated in Section 2 hereof.

(f) The estimated cost of the several improvements or purposes is equal to the amount of the appropriation herein made therefor.

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

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

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

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the City may lawfully undertake as general improvements, and no part of the costs thereof have been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the several improvements or purposes, within the limitations of the Local Bond Law, computed on the basis of the respective amounts or obligations authorized for each improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 31.05 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been
filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $11,400,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $1,197,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the several improvements or purposes.

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

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

Section 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.
Section 9. After passage upon first reading of this bond ordinance, the City Clerk is hereby directed to publish the full text of the bond ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING BOND ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The City Clerk is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this bond ordinance.

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

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

Section 12. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.
Section 13. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by Section 10 hereof and the Local Bond Law.
NOTICE OF PENDING BOND ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the foregoing bond ordinance was duly introduced and passed upon first reading at a regular meeting of the City Council of the City of Hoboken, in the County of Hudson, New Jersey, held on ____________, 2005. Further notice is hereby given that said bond ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said City Council to be held in the Council Chambers, City Hall, Hoboken, New Jersey on ____________, 2005 at ____ o'clock p.m., and during the week prior to and up to and including the date of such meeting, copies of said bond ordinance will be made available at the City Clerk's office in the Municipal Building to the members of the general public who shall request the same.

James J. Farina, City Clerk
NOTICE OF ADOPTION OF BOND ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the bond ordinance published herewith has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, New Jersey on ________________, 2005 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this notice.

_____________________________________
James J. Farina, City Clerk
CLERK'S CERTIFICATE

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

1. The attached copy of Ordinance No. _______________ of said City entitled as set forth below and finally adopted on _______________, 2005, has been compared by me with the original thereof officially recorded in the Ordinance Book of the City and is a true and correct copy thereof and of the whole of said original Ordinance. The title of said Ordinance is as follows:

   AN ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND OTHER RELATED EXPENSES IN AND FOR THE CITY OF HOBOKEN AND APPROPRIATING $11,970,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $11,400,000 BONDS OR NOTES OF THE CITY OF HOBOKEN TO FINANCE THE SAME.

2. Said Ordinance was introduced in writing and read and passed on first reading at a regular meeting of the City Council of said City duly called and held on ______________, 2005 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of said City Council, at a regular meeting thereof duly called and held on ________________, 2005 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard.

3. Said Ordinance was published after first reading, on ________________, 2005, together with the Notice of Pending Bond Ordinance, containing the date of introduction, time and place of further consideration of said Ordinance, in the ____________________, a newspaper published and circulating in the City (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

4. On ________________, 2005, said Ordinance was posted on the bulletin board in the Municipal Building of the City together with notice of the availability of copies of said Ordinance at the Office of the City Clerk, and such copies of said Ordinance were made available to all members of the general public requesting the same.

5. After final passage, said Ordinance was duly published, together with the Notice of Adoption of Bond Ordinance, on ________________, 2005 in the ____________________, a newspaper published and circulating in the City, and no protest by any person against making the improvement or issuing the indebtedness authorized in said Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in
the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of such Ordinance has been commenced within 20 days after such publication (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

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

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

8. The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of said City, prepared as of ____________, 2005, and sworn to on ____________, 2005, by ____________________________, who was then the Chief Financial Officer of said City, and filed in the office of said City Clerk on ____________, 2005, and that the same is a true and complete copy of said original Supplemental Debt Statement.

9. A complete, executed duplicate of the said original Supplemental Debt Statement was duly filed (before final adoption by the City Council) in the Office of the Director of the Division of Local Government Services of the State of New Jersey on ________________, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this ___day of ________________, 200__.

(SEAL)

James J. Farina, City Clerk
ATTACHMENTS

A) Ordinance

B) Extract of minutes of City Council meeting at which Ordinance was introduced

C) Extract of minutes of City Council meeting at which Ordinance was finally adopted

D) Affidavit of First Publication of Ordinance after introduction

E) Affidavit of Second Publication of Ordinance after final adoption

F) Supplemental Debt Statement
RESOLVED, that the following dates and times listed below are adopted as the official meeting dates for 2006 of the Hoboken City Council, and be it further -

RESOLVED, that the scheduled meeting dates as listed below are advertised in a newspaper of general circulation within ten days of passage of this resolution.

CITY COUNCIL MEETINGS, COUNCIL CHAMBERS, CITY HALL, HOBEKON, NJ

NOTICE OF DATES AND TIMES FOR 2006

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<th>Date</th>
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<td>July 12, 2006*</td>
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*The July 12, 2006 date will be for the Hoboken City Council Regular and Reorganization Meeting.

The City Council will caucus at 6:00 PM preceding each Council Meeting at 7:00 PM in Council Chambers, City Hall. All information pertaining to the Council agenda may be obtained from the City Clerk, during regular business hours, prior to each Council meeting.

Meeting Date: December 7, 2005.

Approved as to Legal Form:
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION AMENDING CONTRACT FOR SPECIAL LEGAL COUNSEL – RENT CONTROL
(David Ganz, Esq.)

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to hire special legal counsel for the up-coming year; and

WHEREAS, said legal services are specialized and qualitative in nature and falls within the definition of a professional service as provided under N.J.S.A. 40A:11-2(6) and as such constitutes an exception to the bidding requirements under N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, proposals were advertised in compliance with Hoboken DR 154, Ordinance requiring competitive negotiation, for Professional Service contracts; and

WHEREAS, funds for these agreements are available for this purpose;

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

1. A contract for Special Legal Counsel – Rent Control shall be amended as follows:
   
   David L. Ganz, Esq.
   Ganz & Livin, L.L.P.
   5 Ryder Road
   PO Box 536
   Fair Lawn, New Jersey, 07410

   such firm to be paid at an hourly rate of $140.00, total amount be amended from Thirty Thousand ($30,000) dollars to Forty Five Thousand ($45,000.00) dollars.

2. This agreement shall be effective July 1, 2005 and terminate June 30, 2006.

3. The City Clerk has published a brief notice stating the name of the contractor, nature of the contract, duration of the contract, the services performed and amount of the contract in one newspaper authorized by law to publish the City’s legal advertisements as required by N.J.S.A. 40A:11-5(1)(a).

4. The Mayor and City Clerk are hereby authorized to execute this Agreement.

5. A copy of this resolution shall be published and the City Clerk shall keep a copy of this contract in accordance to N.J.S.A. 40A:11-1 et seq.

Approved:__________

Approved as to form:_____________________

Richard England, Interim
Business Administrator

Joseph S. Sherman,
Corporation Counsel

Date of Meeting: December 7, 2005
CITY OF HOBOKEN
ORDINANCE NO._______

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY
OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED;)
(Approval; 517 Park Avenue, 217 Garden Street)

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

Handicap Spaces

A. Section 192-4 is amended to add the following;

Felice Lunanov 517 Park Avenue: east side of Park Avenue, beginning at a point of 174 feet north of the
northerly curbline of Fifth Street and extending 22 feet northerly therefrom.

Benjamin Mayo 217 Garden Street: east side of Garden Street, beginning at a point of 235 feet south of
the southerly curbline of Third Street and extending 22 feet southerly therefrom.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance
shall be a part of the Hoboken Code as Though codified and fully set forth therein. The City Clerk shall
have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance
shall take effect as provided by law.

_____________________
City Clerk

Approved as to Legal Form
Corporation Counsel

_____________________
MAYOR

Meeting Date: December 7, 2005
CITY OF HOBNOKEN

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF THE REAL PROPERTY LOCATED AT 1012-1022 GRAND STREET, HOBNOKEN, NEW JERSEY, FOR REDVELOPMENT IN ACCORDANCE WITH THE NORTHWEST REDEVELOPMENT PLAN.

WHEREAS, by Ordinance No. R-318 dated May 20, 1998, the City Council adopted the Northwest Redevelopment Plan for an area declared to be an area in need of redevelopment; and

WHEREAS, by Resolution No. 1683 dated October 18, 2000, the City Council, exercising redevelopment powers under N.J.S.A. 40A:12-4, approved an Amended Developer's Agreement with Frank Raia as the Redeveloper for certain parcels of land within the boundaries of the Northwest Redevelopment Plan; and

WHEREAS, pursuant to the foregoing Resolution, the City of Hoboken has entered into an Amended Developer's Agreement with Frank Raia which provides for the purchase or condemnation of the property known as 1012-1022 Grand Street (Block 150, Lots 1 and 2 on the Tax Assessment Map)(the "Property") for the purpose of redevelopment in accordance with the Northwest Redevelopment Plan; and

WHEREAS, by Resolution No. 03-953 dated April 16, 2003, the City Council consented to the transfer of the Redeveloper's rights under the foregoing Amended Developer's Agreement to a joint venture comprised of Tarragon Realty Investors, Inc., Ursa Development Group, LLC and Frank Raia with respect to certain properties including the property located at 1012-1022 Grand Street; and

WHEREAS, on May 19, 2003, an Assignment and Assumption Agreement in accordance with the foregoing City Council Resolution was executed by the joint venture parties under which the Redeveloper's rights and obligations under the Amended Developer's Agreement with respect to the property located at 1012-1022 Grand Street were assigned to and assumed by the joint venture parties through a development entity to be formed by them; and
WHEREAS, the joint venture parties have formed a development entity known as Block 150 Development, LLC as assignee of the foregoing rights and obligations, and Block 150 Development, LLC has assumed the Redeveloper's rights and obligations under the Amended Developer's Agreement with respect to the Property; and

WHEREAS, the joint venture partners have been unable or unsuccessful in negotiating the acquisition of the Property and have requested that the City of Hoboken proceed with the acquisition of the Property by purchase or condemnation in accordance with the Amended Developer's Agreement;

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

1. The property known as 1012-1022 Grand Street, Hoboken, New Jersey, designated as Block 150, Lots 1 and 2 on the Hoboken Tax Assessment Map (the “Property”), is determined to be needed for the public purpose of redevelopment in accordance with the Northwest Redevelopment Plan; and

2. The Mayor, Business Administrator and Special Counsel (who is to be retained by separate resolution) are authorized and directed to undertake any actions and to execute any documents necessary or appropriate to acquire the Property from the owner either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.; and

3. The amount of the offer price to be offered to the record owner of the Property is to be fixed by further resolution upon receipt and approval of an appraisal report to be prepared by a qualified real estate appraiser; and

4. All awards of compensation and costs associated with the acquisition of the Property are to be borne and paid for by Block 150 Development, LLC in accordance with the Amended Developer’s Agreement. Security for these payments shall be provided in accordance with the Amended Developer’s Agreement in such form and
amount as directed by the Director of the Department of Community Development.

5. At such time as the City acquires the Property from the owner by negotiated purchase, or in the event the City exercises its power of condemnation, when title vests with the City, the City is authorized and directed to sell the Property for fair market value plus all costs and expenses and to convey the Property to Block 150 Development, LLC, the designated redeveloper for the construction of an authorized project, provided however, in the event the Property is not used for such purpose, title to the Property shall revert to the City without any entry or re-entry made thereon on behalf of the City.

6. This ordinance shall take effect as provided by law.

Adopted: ______________________________ Approved: ______________________________

______________________________ ______________________________
City Clerk, James J. Farina Mayor, David Roberts

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Approved:

______________________________
Fred M. Bado, Director Community Development
CITY OF HOBOKEN

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ACQUISITION BY PURCHASE OR CONDEMNATION OF THE REAL PROPERTY LOCATED AT 1032-1040 GRAND STREET, HOBOKEN, NEW JERSEY, FOR REDEVELOPMENT IN ACCORDANCE WITH THE NORTHWEST REDEVELOPMENT PLAN.

WHEREAS, by Ordinance No. R-318 dated May 20, 1998, the City Council adopted the Northwest Redevelopment Plan for an area declared to be an area in need of redevelopment; and

WHEREAS, by Resolution No. 1683 dated October 18, 2000, the City Council, exercising redevelopment powers under N.J.S.A. 40A:12-4, approved an Amended Developer's Agreement with Frank Raia as the Redeveloper for certain parcels of land within the boundaries of the Northwest Redevelopment Plan; and

WHEREAS, pursuant to the foregoing Resolution, the City of Hoboken has entered into an Amended Developer's Agreement with Frank Raia which provides for the purchase or condemnation of the property known as 1032-1040 Grand Street (Block 150, Lot 3 on the Tax Assessment Map)(the "Property") for the purpose of redevelopment in accordance with the Northwest Redevelopment Plan; and

WHEREAS, by Resolution No. 03-953 dated April 16, 2003, the City Council consented to the transfer of the Redeveloper's rights under the foregoing Amended Developer's Agreement to a joint venture comprised of Tarragon Realty Investors, Inc., Ursa Development Group, LLC and Frank Raia with respect to certain properties including the property located at 1032-1040 Grand Street; and

WHEREAS, on May 19, 2003, an Assignment and Assumption Agreement in accordance with the foregoing City Council Resolution was executed by the joint venture parties under which the Redeveloper's rights and obligations under the Amended Developer's Agreement with respect to the property located at 1032-1040 Grand Street were assigned to and assumed by the joint venture parties through a development entity to be formed by them; and
WHEREAS, the joint venture parties have formed a development entity known as Block 150 Development, LLC as assignee of the foregoing rights and obligations, and Block 150 Development, LLC has assumed the Redeveloper’s rights and obligations under the Amended Developer's Agreement with respect to the Property; and

WHEREAS, the joint venture partners have been unable or unsuccessful in negotiating the acquisition of the Property and have requested that the City of Hoboken proceed with the acquisition of the Property by purchase or condemnation in accordance with the Amended Developer's Agreement;

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

1. The property known as 1032-1040 Grand Street, Hoboken, New Jersey, designated as Block 150, Lot 3 on the Hoboken Tax Assessment Map (the “Property”), is determined to be needed for the public purpose of redevelopment in accordance with the Northwest Redevelopment Plan; and

2. The Mayor, Business Administrator and Special Counsel (who is to be retained by separate resolution) are authorized and directed to undertake any actions and to execute any documents necessary or appropriate to acquire the Property from the owner either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.; and

3. The amount of the offer price to be offered to the record owner of the Property is to be fixed by further resolution upon receipt and approval of an appraisal report to be prepared by a qualified real estate appraiser; and

4. All awards of compensation and costs associated with the acquisition of the Property are to be borne and paid for by Block 150 Development, LLC in accordance with the Amended Developer’s Agreement. Security for these payments shall be provided in accordance with the Amended Developer’s Agreement in such form and
amount as directed by the Director of the Department of Community Development.

5. At such time as the City acquires the Property from the owner by negotiated purchase, or in the event the City exercises its power of condemnation, when title vests with the City, the City is authorized and directed to sell the Property for fair market value plus all costs and expenses and to convey the Property to Block 150 Development, LLC, the designated redeveloper for the construction of an authorized project, provided however, in the event the Property is not used for such purpose, title to the Property shall revert to the City without any entry or re-entry made thereon on behalf of the City.

6. This ordinance shall take effect as provided by law.

Approved:

_________________________  _______________________
City Clerk, James J. Farina  Mayor, David Roberts

Approved as to Form:

_________________________
Joseph S. Sherman, Corporation Counsel

Approved:

_________________________
Fred M. Bado, Director,
Community Development
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING §141-2, RESIDENT PERMITS

WHEREAS, it is necessary to further clarify the requirements for qualification for resident parking permits;

NOW, THEREFORE BE IT ORDAINED that §141-2 be amended to add a new section B (3) which shall read:

“B-3 A current vehicle registration for the vehicle to be permitted that shall reflect the same name as the resident seeking said permit”.

BE IT FURTHER ORDAINED THAT §141-2E shall be amended:

FROM:

E. The resident permit is to be placed on the lower left-hand corner of the rear window of the driver’s side of the registered vehicle. For motorcycles, the permit shall be placed on the windshield or on the casing of the side mirror of the registered vehicle.

TO:

E. The resident permit is to be placed on the lower right hand corner of the front windshield of the passenger’s side of the registered vehicle. For motorcycles, the permit shall be placed on the windshield or on the casing of the side mirror of the registered vehicle.

NOW, THEREFORE BE IT ORDAINED that:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.
3. This ordinance shall be effective according to law.

Adopted: ____________________________ Approved: ____________________________

City Clerk Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: December 7, 2005
CITY OF HOBOKEN

ORDINANCE NO. ____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN GRANTING AN EASEMENT FOR CERTAIN ENCROACHMENTS WITHIN THE PUBLIC RIGHT OF WAY AT THE SITE OF REAL PROPERTY LOCATED AT 1500 HUDSON STREET, HOBOKEN, NEW JERSEY, MORE PARTICULARLY KNOWN AS BLOCK 269.2, LOT 1, and BLOCK 269.3, LOT 1, ON THE TAX MAP OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, STATE OF NEW JERSEY

WHEREAS, the applicant, Toll Brothers has petitioned the City of Hoboken for the granting of a certain easement over municipal lands at 1500 Hudson Street, Hoboken, New Jersey, (“the premises”) which premises is more particularly described as Block 269.2, Lot 1, and Block 269.3, Lot 1, on the Tax Map of the City of Hoboken, New Jersey, in order to maintain an encroachment on municipal lands for the purpose a parking easement. The easement is described as follows:

METES AND BOUNDS
(PROPOSED PARKING/ACCESS EASEMENT)
Portion of Block 269.2, Lot 1

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point formed by the intersection of Southerly right-of-way line of 15TH Street with the Westerly right-of-way line of Washington Street and running:

THENCE along the westerly right-of-way line of Washington Street, S 12°33’43” W a distance of 11.51 feet to a point;

THENCE across Block 269.2, Lot 1, N 75 °08’08” W a distance of 130.50 feet to a point;

THENCE continuing across same, N 12 °33’43” E a distance of 11.51 feet to a point;

THENCE along the southerly right-of-way line of 15th Street, S 75 ° 08’08” E a distance of 130.50 feet to the point and place of BEGINNING. Containing an area of 1,501 square feet of 0.034 acres.

Known as Block 269.2, Lot 1, as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 1500 Hudson Street, Hoboken, New Jersey.
METES AND BOUNDS  
(PROPOSED PARKING/ACCESS EASEMENT)  
Portion of Block 269.3, Lot 1

BEGINNING at a concrete monument to be set at the intersection of southerly right-of-way line of 15th Street with the easterly right-of-way line of Washington Street and running:

THENCE along the southerly right-of-way line of 15th Street, S 75º08’08” E a distance of 32.10 feet to a concrete monument to be set in same;

THENCE continuing along same, S 77º26’17” E a distance of 167.93 feet to a point;

THENCE across Block 269.3, Lot 1, S 12º33’43” W a distance of 12.00 feet a point;

THENCE continuing across same, N 77º26’17” W a distance of 200.00 feet a point;

THENCE along the easterly right-of-way line of Washington Street, N 12º33’43” E a distance of 13.29 feet to the point and place of BEGINNING. Containing an area of 2,421 square feet or 0.056 acres.

Known as Block 269.3, Lot 1, as shown on the official tax assessment map for the City of Hoboken, Hudson County, New Jersey, and more commonly known as 1500 Hudson Street, Hoboken, New Jersey; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF HOBOKEN THAT THE CITY OF HOBOKEN HEREBY GRANTS 1500 HUDSON STREET, THE AFREMENTIONED EASEMENT SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

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

2. The City of Hoboken expressly reserves the right to require the removal of any projections or encumbrances, under or upon any street, sidewalk or public easement, for any reason including but not limited to destruction of premises by fire.

3. The applicant shall immediately remove any or all projections or encumbrances that are improperly maintained and thus present a public hazard.

4. The applicant shall indemnify the City of Hoboken for any and all damage or money loss occasioned by the City of Hoboken or its officers or agents by any neglect, wrong-doing, omissions or commissions by the applicant arising form the making of improvements referred to herein and the construction, use and
maintenance of the property described herein, and shall hold harmless the Mayor and Council of the City of Hoboken its officers, agents employees, against all claims, charges, judgments, costs, penalties, remediation or counsel fees arising from such damages or loss, including but not limited to death and injury, to any person or damage to property of any person, firm or corporation occasioned wholly or in part from the construction, use and maintenance of the property described herein, and the applicant shall maintain liability insurance with respect thereto, in an amount of $1,000,000.00 with a policy to be issued by an insurance company approved by the Office of the Corporation Counsel, naming the City of Hoboken, the Mayor and the City Council Members as an additional insured’s.

5. These easements shall run with the land and insure to the benefits of the applicant’s successors and assigns in title and interest to the property served by these easements. The covenants and conditions set forth herein shall similarly be the obligation of the applicant’s successors and assigns in the title and interest to the property served by the within easements.

6. The permission granted herein is conditioned upon and shall be effective only upon the applicant obtaining any and all other necessary permits that may be required by local or state law.

7. This ordinance shall take effect as provided by law.

Adopted: ___________________________________  Approved: ___________________________________

City Clerk Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: December 7, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF HOBOKEN
REPEALING RECENT AMENDMENT TO CHAPTER 155.1 “RENT
CONTROL”

WHEREAS, the Hoboken City Council recently amended Section 155.1 “Rent
Control” via DR-207; and

WHEREAS, the City Council seeks to repeal DR-207.

NOW, THEREFORE BE IT ORDAINED that DR-207 is repealed according to
law.

Adopted: ___________________________ Approved: ___________________________

City Clerk Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: December 7, 2005
CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE AMENDMENT TRANSFERRING THE DIVISION OF SIGNAL AND TRAFFIC §58-11 AND §58-12 TO THE PARKING UTILITY

WHEREAS, the Division of Signal and Traffic is established as a Division in the Department of Environmental Services, §58-11 and §58-12; and

WHEREAS, it is considered prudent for administrative and budgetary purposes to transfer the Division of Signal and Traffic to the Hoboken Parking Utility, §56-1 et seq.; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Hoboken, Hudson County, New Jersey that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted:

Approved:

______________________________
City Clerk

______________________________
Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: December 7, 2005
INTRODUCED BY: _________________________
SECONDED BY: __________________________

CITY OF HOBOKEN
RESOLUTION NO. ____________

RESOLUTION AWARDING A CONTRACT FOR THE TOWING & STORAGE OF VEHICLES, FOR A ONE (1) YEAR PERIOD, WITH A TWO (2) YEAR RENEWABLE CLAUSE, BASED ON THE LOWEST RESPONSIVE BIDDER.

WHEREAS, pursuant to the resolution of the City Council and after public advertising thereof, the following proposals were received for the supply of towing & storage services for the City of Hoboken in accordance with the specifications set forth in City of Hoboken Bid 06-02, and,

WHEREAS, the specifications clearly outline the weighting formula for determining the lowest responsive bidder, with the attached matrix displaying the computations, the following results are shown:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Avg. Tow $</th>
<th>Daily Storage Rate</th>
<th>Weighted Towing Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>North County Collision</td>
<td>$ 36.14</td>
<td>$ 20.00</td>
<td>$ 31.30</td>
</tr>
<tr>
<td>1601 Manhattan Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union City, NJ 07087</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mile Square Towing</td>
<td>$ 23.07</td>
<td>$ 25.00</td>
<td>$ 23.65</td>
</tr>
<tr>
<td>1520 Jefferson Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, NJ 07030</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

1. The above recitals are incorporated herein as thought fully set forth at length.
2. The council hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. The Mayor, or his designee is hereby authorized to execute an agreement for the above references goods and/or services based upon the following information:

   Mile Square Towing
   1520 Jefferson Street
   Hoboken, NJ 07030

Approved: _____________________________

Richard England, Business Administrator

Joseph S. Sherman, Corp.Counsel

Date: 7 December 2005
CITY OF HOBOKE

RESOLUTION NO. __________

RESOLUTION FOR HANDICAPPED PARKING ZONE

WHEREAS, the committee denied approval;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that warrants be drawn on the City Treasurer to the order of the following sum opposite the name as reimbursement for handicapped parking fees:

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUAN RIVERA VASQUEZ</td>
<td>$125.00</td>
</tr>
<tr>
<td>ROSALE RIVERA</td>
<td>$125.00</td>
</tr>
<tr>
<td>ANTONINO FORTE</td>
<td>$125.00</td>
</tr>
<tr>
<td>YUTWEE RAY ENG</td>
<td>$125.00</td>
</tr>
<tr>
<td>MILDRED SCOTT</td>
<td>$125.00</td>
</tr>
<tr>
<td>CRUZ RODRIGUEZ</td>
<td>$125.00</td>
</tr>
<tr>
<td>SONIA RAMOS</td>
<td>$125.00</td>
</tr>
<tr>
<td>ADELIA MONANEZ</td>
<td>$125.00</td>
</tr>
<tr>
<td>DOMINGO COLON</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

Approved:  

Approved as to form:

____________________  ____________________
Richard F. England    Joseph S. Sherman
Director of Administration  Corporation Counsel

Meeting Date:
RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO AN INTER-LOCAL SERVICES AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the New Jersey Department of Law and Public Safety with the New Jersey Office of Emergency Management and the City of Hoboken (hereinafter collectively referred to as the “Parties”) wish to encourage inter-governmental cooperation and planning with regard to their common interests in the provision of effective Emergency Management services (the “services”); and

WHEREAS, the Parties recognize that inter-local government service agreements may yield certain economics and efficiencies to the Parties in the delivery of the services; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, the “Inter-local Services Act”, N.J.S.A. 10:8A-1, et seq., authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any services which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have negotiated the attached Agreement relating to the services referenced above,

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

1. That the City of Hoboken is hereby authorized to enter into the attached Inter-local Services Agreement, pursuant to N.J.S.A. 40:48-5 and N.J.S.A. 40:8A-1, et seq. which permits the New Jersey Department of Law and Public Safety and the New Jersey Office of Emergency Management, under the terms and conditions referenced in the attached Agreement.

2. That the Mayor or his designee is authorized to execute and the Municipal Clerk to attest the attached Agreement on behalf of the City of Hoboken.
3. That the Agreement shall not become effective until such time as the governing bodies of both Agencies have duly authorized their appropriate Municipal Officials to execute and attest the attached Agreement, and the Agreement has been fully executed and attested.

4. That this Resolution shall also permit the parties to enter into the same arrangement with each other as to such other vehicle(s) and equipment that either party may wish to loan to the other, as may be needed on a case by case basis. If so, then all of the terms and conditions contained within the attached Agreement shall also be applicable to such other vehicle(s) and/or equipment.

5. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following

   (a.) New Jersey Office of Emergency Management
   (b.) New Jersey Department of Law and Public Safety
   (c.) James J. Farina, City Clerk, City of Hoboken
   (d.) Joseph S. Sherman, Hoboken Corporation Counsel
   (e.) John Cassesa, Fire Chief, Hoboken
   (f.) Richard England, Business Administrator, Hoboken

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

1. The above recitals are incorporated herein as though fully set forth at length;

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution shall be in effect immediately.

Approved: ____________________________  Approved to form: ____________________________

Richard England, Business Administrator  Joseph S. Sherman, Corporation Counsel

Meeting Date: December 7, 2005
CITY OF HOBOKEN
RESOLUTION NO. __________

RESOLUTION AWARDING A CONTRACT FOR THE SFY 2005 ROADWAY IMPROVEMENT PROJECT BASED ON THE LOWEST RESPONSIBLE BIDDER.

WHEREAS, pursuant to the resolution of the City Council and after public advertising thereof, the following proposals were received for the SFY 2005 Roadway Improvement Project for the City of Hoboken in accordance with the specifications set forth in City of Hoboken Bid 06-01.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Base Bid</th>
<th>Alt. #A</th>
<th>Alt. #F</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Paving</td>
<td>$159,676.17</td>
<td>$117,023.70</td>
<td>$35,461.25</td>
<td>$312,161.12</td>
</tr>
<tr>
<td>1087 Edgewater Ave.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ridgefield, NJ 07657</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Tilcon-New York     | $207,374.00| $141,225.00 | $52,000.00  | $400,599.00 |
| 625 Mt. Hope Road   |            |             |             |           |
| Wharton, NJ 07885   |            |             |             |           |

| A.J.M. Contractors, Inc. | $167,451.25| $115,380.00 | $31,135.00  | $313,976.75 |
| 71 Liberty Street      |            |             |             |           |
| Passaic, NJ 07055      |            |             |             |           |

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

1. The above recitals are incorporated herein as thought fully set forth
at length.

2. The council hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

3. The Mayor, or his designee is hereby authorized to execute an agreement, contingent on all mandated requirements being met, for the above references goods and/or services based upon the following information:

   English Paving  
   1087 Edgewater Ave.  
   Ridgefield, NJ 07657

Approved: _______________  
Approved to Form: _______________

_________________________________  
Joseph Peluso, Director, Envir. Svcs.

Date: 7 September 2005  

_________________________________  
Joseph S. Sherman, Corp.Counsel
CITY OF HOBOKEN

ORDINANCE NO. ____

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED “AN ORDINANCE TO ADOPT IN AND FOR THE CITY OF HOBOKEN A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR ALL POSITIONS IN SAID MUNICIPALITY DESIGNATING THE APPROPRIATE STANDARDIZED TITLE FOR EACH POSITION IN SAID MUNICIPALITY; FIXING AND ADOPTING FOR EACH POSITION A SALARY RANGE, AND ESTABLISHING AND CREATING IN AND FOR THE CITY OF HOBOKEN THE RESPECTIVE POSITIONS MENTIONED IN THE SCHEDULE SET FORTH HEREIN, AND FIXING AND PRESCRIBING THE DUTIES THEREOF” passed December 29, 1950, amended August 6, 1997 and December 18, 2002.

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in the ordinance to which this Ordinance is an amendment be and the same is hereby amended so that the following titles, salaries and ranges contained therein shall be included as follows in the attached list which is incorporated by reference.

2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions, the duties of which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the ordinance to which this ordinance is an amendment, then in that event the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey relating to said position or provisions of this ordinance or the ordinance amended hereby.

3. The provisions of this ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken, herein.

4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.

5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.

6. This ordinance shall take effect as provided by law.
Title | Effective April 5, 2005 through April 5, 2006
---|---
Police Inspector | 14% above current base Captain salary

Adopted:  

Approved:  

________________________________________  ____________________________
City Clerk  

Mayor

Approved as to Form:

________________________________________
Joseph S. Sherman, Corporation Counsel

**Date:** December 7, 2005
A Resolution authorizing the Mayor of the City of Hoboken and/or his designee to enter into a Grant Agreement with the New Jersey Department of Community Affairs for Statewide Livable Communities Capital Funds for improvements to City Hall

WHEREAS, the City of Hoboken submitted a request for funds to the New Jersey Department of Community Affairs Statewide Livable Communities Capital Improvement Program for the City Hall restoration project, and;

WHEREAS, the City of Hoboken has received approval from the New Jersey Department of Community Affairs for a Statewide Livable Communities Capital Improvement Grant in the amount of One Hundred Ninety Thousand ($190,000.00) dollars for the City Hall restoration project consisting of the cleaning, repairing and painting of the exterior cornices and brick façade; now therefore be it —

RESOLVED, by the Mayor and the Council of the City of Hoboken that the Governing Body does hereby accept this grant in the amount of One Hundred Ninety Thousand ($190,000.00) dollars, for the purposes described herein, and be it further—

RESOLVED, that the Mayor of the City of Hoboken and/or his designee be hereby authorized to execute a Grant Agreement with the New Jersey Department of Community Affairs on behalf of the City of Hoboken, and upon execution of said Agreement, the City of Hoboken does accept the Terms and Conditions specified in said Grant Agreement.

Meeting Date: December 21, 2005

Department of Environmental Services

Joseph Peluso, Director

Approved to Form:

Corporation Counsel
Joseph A. Sherman
CITY OF HOBOKEN

RESOLUTION NO. ______

RESOLUTION APPOINTING AN ADMINISTRATIVE CONSULTANT

WHEREAS, the Mayor and the Council of the City of Hoboken have determined that they require the services of an Administrative Consultant to, among other things, aid in the completion of a budget for the City of Hoboken, as well as other administrative and management matters concerning Hoboken; and

WHEREAS, this is a professional service contract and therefore does not need to be bid pursuant to N.J.S.A. 40A:11-1 et seq., as it is defined as an extraordinary, unspecifiable service.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that George W. Crimmins d/b/a Government Solutions L.L.C. shall be retained as Administrative Consultant (Administrative Consultant)” to consult with and advise the City of Hoboken in administrative, managerial and budgetary matters.

BE IT FURTHER RESOLVED, that the Administrative Consultant shall be paid at a rate of $100.00 an hour, for a total amount not to exceed Forty Thousand ($40,000.00) dollars.

BE IT FURTHER RESOLVED, that this agreement shall be effective from January 1, 2006 to June 30, 2006, renewable for an additional six (6) months unless there is affirmative action of the City Council not to renew; and

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

2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution is effective immediately.

Approved: Richard England, Interim Business Administrator

Approved as to form: Joseph S. Sherman, Corporation Counsel

Date: December 21, 2005
INTRODUCED BY: ________________

SECONDED BY: ________________
CITY OF HOBOKEN RESOLUTION NO. __________________

RESOLUTION CONCERNING HOBOKEN COVE EASEMENTS

WHEREAS, Hoboken Cove, LLC and Block 268, LLC (collectively, the “Developer”) are the owners in fee simple of certain tracts of real property situated in the City of Hoboken, County of Hudson, State of New Jersey as more particularly described in the Easement Agreements attached hereto (“Developer’s Property”);

WHEREAS, as a condition of (i) variance approval granted by the City of Hoboken Planning Board (the “Board”) on September 25, 2003, and set forth in the Board’s Resolution of Approval adopted November 6, 2003, and (ii) site plan approval granted by the Board on March 2, 2004 and set forth in the Board’s Resolution of Approval dated April 8, 2004, for certain proposed improvements to Developer’s Property, the Board required that Grantors grant to the City of Hoboken, a body politic of the State of New Jersey, whose address is Newark and Washington Streets, Hoboken, New Jersey 07030 (the “Grantee”) certain easements for public access, parking and water lines (the “Easements”);

WHEREAS, four (4) easement agreements that address the Developer’s and the City’s obligations with respect to the Easements (the “Easement Agreements”), have been negotiated between the City and the Developer, and a copy of the Easement Agreements are annexed hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, that:

The Easement Agreements are hereby approved; and
1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution is effective immediately.

Approved:                              Approved as to Form:

______________________________     ______________________________
Fred M. Bado                          Joseph S. Sherman
Director, Community Development

Date of Meeting: December 21, 2005
CHIEF FINANCIAL OFFICER'S CERTIFICATION  
OF AVAILABILITY OF FUNDS  
FOR CONTRACT AWARDS  

I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the $2,480.00 necessary to meet this contract amount is available in the SFY 2006 Budget, in the following appropriation, Parking Utility Other Expense - 6-31-55-502-200. These funds will be sufficient to meet the contractual commitment providing for:

Refund of deposits for AVI Cards used in the Municipal Garages

and awarded to the following vendor:

Hoboken Parking Utility (to be dispersed to shown individuals)  
94 Washington Street  
Hoboken, NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

______________________________  
Temporary Chief Financial Officer

Date:__________________________

INTRODUCED BY:__________________________
CITY OF HOBOKEN
RESOLUTION NO. ________________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS DEPOSITS FOR VEHICLE AVI CARDS USED IN THE MUNICIPAL GARAGES OF THE HOBOKEN PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility requires it’s monthly customers within the Municipal Garages within Hoboken to make a deposit as security for the individual vehicle AVI (computer card) used to enter/exit the garage(s), and

WHEREAS, the Hoboken Parking Utility receives said deposits from the individual customers, and

WHEREAS, this deposit is refundable upon the cancellation of the contract between the individual and the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the deposit value equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Two Thousand Four Hundred Eighty Dollars ($2,480.00), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2006 Budget Fund line number 6-31-55-502-200. (See attached list)

Meeting: 21 December 2005

APPROVED:

APPROVED AS TO FORM:

Richard England, Business Admin

Joseph Sherman, Corporation Counsel
I, Louis Picardo, Temporary Chief Financial Officer of the City of Hoboken, hereby certify that the $6,419.20 necessary to meet this contract amount is available in the SFY 2006 Budget, in the following appropriation, Parking Utility Other Expense - 6-31-55-502-200. These funds will be sufficient to meet the contractual commitment providing for:

Refund of Erroneous Booting charges and Dismissed Tows

and awarded to the following vendor:

Hoboken Parking Utility (to be dispersed to shown individuals)
94 Washington Street
Hoboken, NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

Temporary Chief Financial Officer

Date:_____________________
CITY OF HOBOKEN
RESOLUTION NO. ______________

THIS RESOLUTION AUTHORIZES INDIVIDUAL REFUNDS FOR DISMISSED CHARGES FOR BOOTING AND/OR TOWING ACTIONS TAKEN BY THE HOBOKEN PARKING UTILITY.

WHEREAS, the Hoboken Parking Utility is charged with providing on/off street parking for the citizens of Hoboken, and

WHEREAS, the Hoboken Parking Utility is also charged with enforcing existing parking regulations within the City of Hoboken, and

WHEREAS, this enforcement, occasionally, results in citations being issued, and dismissed by the Municipal Court, by the employees of the Hoboken Parking Utility, now, therefore, be it

RESOLVED, that the attached list of individuals be refunded the towing and/or boot removal charges which were dismissed by the Municipal Court, equal to the amount shown next to their individual name, and be it further

RESOLVED, that the total amount of all refunds, by this Resolution, shall be Six Thousand Four Hundred Nineteen Dollars and Twenty-Cents ($6,419.20), and be it further

RESOLVED, that the Hoboken Parking Utility shall reimburse said individuals from the Other Expense Line in the SFY 2006 Budget Fund line number 6-31-55-502-200. (See attached list)

Meeting: 21 December 2005

APPROVED: APPROVED AS TO FORM:

______________________________ ____________________________
Richard England, Business Admin Joseph Sherman, Corporation Counsel
AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 141 OF THE ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN ENTITLED PARKING PERMITS, ADOPTED DECEMBER 19, 1990 AS ORDINANCE #118.

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

**ARTICLE 1**
Resident, Visitor and Business Parking

141-2 Resident Permits

Section 1: The following location described is hereby amended to delete Resident Permit Parking Only.

<table>
<thead>
<tr>
<th>NAME OF STREET</th>
<th>SIDE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington Street</td>
<td>Both</td>
<td>Beginning at the northerly curbline of Fourteenth Street and extending to the northerly terminus.</td>
</tr>
<tr>
<td>Hudson Street</td>
<td>Both</td>
<td>Beginning at the northerly curbline of Fourteenth Street and extending to the northerly terminus.</td>
</tr>
<tr>
<td>Vezzetti Way</td>
<td>Both</td>
<td>Beginning at the westerly curbline of Washington Street and extending to the easterly curbline of Henderson Street.</td>
</tr>
<tr>
<td>Sinatra Drive</td>
<td>Both</td>
<td>Beginning at a point of 820 feet north of the easterly curbline of river Street and extending to the easterly curbline of Hudson Street.</td>
</tr>
</tbody>
</table>
141-1 Resident Permit Parking

Section 2: The following location described is amended to add Resident Permit Parking.

<table>
<thead>
<tr>
<th>NAME OF STREET</th>
<th>SIDE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vezzitte Way</td>
<td>South</td>
<td>beginning at the easterly curbline of Park Avenue and extending to the westerly curbline of Henderson Street</td>
</tr>
</tbody>
</table>

Section 3: All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be a part of the Hoboken Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

____________________________________
CITY CLERK

____________________________________
MAYOR

Meeting Date: December 21, 2005

____________________________________
APPROVED AS TO LEGAL FORM
CORPORATION COUNSEL
AN ORDINANCE AMENDMENT ABOLISHING THE DIVISION OF SIGNAL AND TRAFFIC §58-11 AND TRANSFERING THE DUTIES §58-12 TO THE PARKING UTILITY

WHEREAS, the Division of Signal and Traffic is established as a Division in the Department of Environmental Services, §58-11 and §58-12; and

WHEREAS, it is considered prudent for administrative and budgetary purposes to abolish the Division of Signal and Traffic and transfer all the duties and employees to the Hoboken Parking Utility, §56-1 et seq.; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Hoboken, Hudson County, New Jersey that:

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

2. The Council of the City of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and/or take any actions necessary to complete and realize the intent and purpose of this ordinance.

3. This ordinance shall be effective according to law.

Adopted: ___________________________  Approved: ___________________________

City Clerk                                           Mayor

Approved as to Form:

______________________________
Joseph S. Sherman, Corporation Counsel

Date: December 21, 2005
CITY OF HOBOKEN
RESOLUTION NO. ______
RESOLUTION AUTHORIZING THE REFUND
OF TAX OVERPAYMENTS/INTEREST

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

WHEREAS, Louis P. Picardo, Collector of Revenue recommends that refunds
be made; now, therefore, be it -

RESOLVED, that a warrant be drawn on the City Treasurer to the order
of the following taxpayer in the sum opposite their respective name, totaling $39,154.30
representing overpayment of taxes:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Aldous</td>
<td>156/4.1/C0017</td>
<td>1108-10 Clinton St.</td>
<td>$ 455.35</td>
</tr>
<tr>
<td>1110 Clinton St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment # 17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoboken, N. J.</td>
<td>07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LSI c/o Sovereign Bk</td>
<td>254/13/C003A</td>
<td>209 Fourteenth St.</td>
<td>$1,049.38</td>
</tr>
<tr>
<td>3100 New York Dr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pasadena, Ca</td>
<td>91107</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Porsha Brown</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First American Real</td>
<td>216.1/36/C0001</td>
<td>502 Hudson St.</td>
<td>$1,641.75</td>
</tr>
<tr>
<td>Estate Tax Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. O. Box 569766</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas, Texas</td>
<td>75356</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page One of Four
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Pisapia</td>
<td>95/25/C002D</td>
<td>900-12 Jefferson St.</td>
<td>$141.34</td>
</tr>
<tr>
<td>John &amp; Elizabeth Berger</td>
<td>196/44</td>
<td>910 Bloomfield St.</td>
<td>$3,822.21</td>
</tr>
<tr>
<td>Wells Fargo Home Mortg</td>
<td>18/20/C005C</td>
<td>463-65 First St.</td>
<td>$917.02</td>
</tr>
<tr>
<td>812 Garden St. LLC</td>
<td>183/20</td>
<td>821 Park Ave.</td>
<td>$2,711.29</td>
</tr>
<tr>
<td>First Horizon Home Loan</td>
<td>195/4</td>
<td>807-09 Garden St.</td>
<td>$3,924.22</td>
</tr>
<tr>
<td>Flagstar Bank</td>
<td>28/31</td>
<td>108 Madison St.</td>
<td>$629.63</td>
</tr>
<tr>
<td>Samuel &amp; Daniell Peckman</td>
<td>34/34.1/C0003</td>
<td>102 Park Avenue</td>
<td>$800.00</td>
</tr>
<tr>
<td>Peggy Fitzgerald</td>
<td>187/5/C001A</td>
<td>95 Garden St.</td>
<td>$19.43</td>
</tr>
</tbody>
</table>

Page Two of Four
<table>
<thead>
<tr>
<th>NAME</th>
<th>BL\LOT\UNIT</th>
<th>PROPERTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Anderson</td>
<td>169/8/C002G</td>
<td>711-13 Willow Ave.</td>
<td>$2,706.43</td>
</tr>
</tbody>
</table>
Meeting: December 21, 2005

Approved as to Form:

____________________________
CORPORATION COUNSEL

____________________________
Louis P. Picardo

Page Four of Four
TEMPORARY MANAGEMENT AGREEMENT

Attn: Spiros Hatiras

Temporary Agreement between St. Mary Hospital/a/k/a Bon Secours New Jersey (S.M.H.) and Hoboken Parking Utility (HPU) to operate a surface parking facility located at the southwest corner of 4th and Willow Avenue, Hoboken, New Jersey.

HPU will operate this facility in a cooperative effort with SMH, to help SMH with their parking needs. HPU will add the management of this facility to parking management programs in cooperation with Central Parking.

Again, this is a Temporary Agreement and SMH and HPU each have the right to cancel this agreement at any time with thirty (30) days notice.

This Temporary Agreement shall commence December 22, 2005 and be in effect for six (6) months thereafter, unless if it is cancelled by either party. This Agreement is subject to renewal upon Hoboken City Council approval.

_________________________________________  ___________________________
St. Mary Hospital                          City of Hoboken

Date: December 22, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION

WHEREAS, George DeStefano has been the Respondent in a matter that was litigated in the Division of Local Government Services, Office of Administrative Law, Docket No. CLG09465-2002N, Agency Docket No. DLGS-02-3, and

WHEREAS, the Administrative Law Judge in the aforementioned matter has ruled in favor of the Respondent, George DeStefano in five of the six counts of the litigated matter, and

WHEREAS, George DeStefano has initiated a law suit in the United States District Court under Case No. 04-CV-5207, a matter which continues to be pending within the United States District Court, and

WHEREAS, the City of Hoboken, is a Defendant in the United States District Court law suit, and

WHEREAS, based upon the findings of the Administrative Law Judge, it is the desire of the parties, to wit George DeStefano and the City of Hoboken, to amicably resolve the outstanding issues as presented in the Administrative proceeding before the Office of Administrative Law, and the Federal law suit pending in the United States District Court.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City of Hoboken and George DeStefano agree to amicably resolve and settle all matters presently pending in any Court or Tribunal including but not limited to the Office of Administrative Law, and the United States District Court.

2. The settlement between the parties shall be governed by the Settlement Agreement and General Release attached hereto and incorporated herein by reference.

3. This Resolution shall take effect immediately.

Approved: _____________________________

Richard England, Interim Business Administrator

Approved as to form: _____________________________

Joseph S. Sherman, Corporation Counsel

Date of Meeting: December 21, 2005
AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 192 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED;
(Approval; 206 9th Street, 1233 Park Avenue, 700 Park Avenue, 1032 Hudson Street)

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

Handicap Spaces

A  Section 192-4 is amended to add the following:

Felix Bonet  206 9th Street: north side of Ninth Street, beginning at a point of 110 feet from the easterly curbline of Park Avenue and extending 22 feet easterly therefrom.

Patricia LaBruno 1233 Park Avenue: east side of Park Avenue, beginning at a point of 335 feet from the northerly curbline of Twelfth Street and extending 22 feet northerly therefrom.

Jennifer Zielke  700 Park Avenue: west side of Park Avenue, beginning at a point 35 feet from the northerly curbline of Seventh Street and extending 22 feet northerly therefrom.

Patricia Mitten 1032 Hudson Street: south side of Eleventh Street, beginning at a point of 205 feet from the easterly curbline of Washington Street and extending 22 feet easterly therefrom.

B  All ordinances and parts of ordinances inconsistent herewith are hereby repealed. This ordinance shall be a part of the Hoboken Code as Though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken Code. This ordinance shall take effect as provided by law.

______________________  ______________________________
City Clerk  Approved as to Legal Form
Corporation Counsel

_____________________
MAYOR

Meeting Date December 21, 2005
CITY OF HOBOKEN

RESOLUTION NO. ___

RESOLUTION AUTHORIZING A TEMPORARY MANAGEMENT AGREEMENT
(St. Mary Hospital)

WHEREAS, the Council of the City of Hoboken considers it necessary and proper to authorize a temporary management agreement with the Hoboken Parking Utility (HPU) and St. Mary Hospital (SMH); and

WHEREAS, such services can be provided by HPU under their parking management program and Central Parking Systems; and

WHEREAS, this temporary agreement shall commence December 22, 2005 and be in effect for six (6) months thereafter, unless it is cancelled by either party.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken in the County of Hudson that

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council of Hoboken hereby authorizes the Mayor, or his designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall be in effect immediately.
4. This temporary agreement shall commence December 22, 2005 unless it is cancelled by either party.

Approved:  

Richard England, Interim Business Administrator
Joseph S. Sherman, Corporation Counsel

Approved as to form:

Date of Meeting: December 21, 2005
CITY OF HOBOKEN
RESOLUTION NO.___________

RESOLUTION AUTHORIZING ESTIMATED TAX BILLS
FOR FIRST QUARTER 2006

WHEREAS, the SFY 2006 budget has not as yet been adopted; and

WHEREAS, the City of Hoboken is attempting to find alternative revenue sources to lessen the burden of taxes on the City’s taxpayers and residents; and

WHEREAS, the City of Hoboken is in need of revenues to maintain normal cash flow operations; now, therefore, be it

RESOLVED, That the Tax Collector of the City of Hoboken is hereby authorized to issue estimated tax bills.

RESOLVED, that deadline for receipt of First Quarter 2006 taxes and the grace Period for the collection of those taxes be determined according to P.L. 1994. c.72 (R.S. 54:4-67).

Meeting: December 21, 2005

Approved as to Form:

____________________________
CORPORATION COUNSEL

________________________________________
Louis P. Picardo
CITY OF HOBOKEN

RESOLUTION NO. __________

RESOLUTION FOR REIMBURSEMENT REGARDING OPRA REQUEST

WHEREAS, the City of Hoboken Health Department in disbursement of OPRA request information mistakenly overcharged for OPRA information; and

WHEREAS, the sum of Forty Three Twenty Five ($43.25) was charged to James Simon of Industrial Waste Management with an office location of 135 Lincoln Blvd., Middlesex, New Jersey, 08846. The correct sum should be Seven Fifty ($7.50); and

WHEREAS, the City of Hoboken will issue a refund of Thirty Five Seventy Five ($35.75).

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that warrants be drawn on the City Treasurer to the order of the following sum opposite the name as reimbursement for OPRA request information:

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Simon</td>
<td>$35.75</td>
</tr>
<tr>
<td>Industrial Waste Management</td>
<td></td>
</tr>
<tr>
<td>135 Lincoln Blvd.</td>
<td></td>
</tr>
<tr>
<td>Middlesex, NJ 08846</td>
<td></td>
</tr>
</tbody>
</table>

Approved:                                  Approved as to form:

____________________                      ______________________
Richard F. England                          Joseph S. Sherman
Director of Administration                  Corporation Counsel

Meeting Date: December 21, 2005
TEMPORARY MANAGEMENT AGREEMENT

Attn: Spiros Hatiras

Temporary Agreement between St. Mary Hospital/a/k/a Bon Secours New Jersey (S.M.H.) and Hoboken Parking Utility (HPU) to operate a surface parking facility located at the southwest corner of 4th and Willow Avenue, Hoboken, New Jersey.

HPU will operate this facility in a cooperative effort with SMH, to help SMH with their parking needs. HPU will add the management of this facility to parking management programs in cooperation with Central Parking.

Again, this is a Temporary Agreement and SMH and HPU each have the right to cancel this agreement at any time with thirty (30) days notice.

This Temporary Agreement shall commence December 22, 2005 and be in effect for six (6) months thereafter, unless if it is cancelled by either party. This Agreement is subject to renewal upon Hoboken City Council approval.

________________________________________  ______________________________________
St. Mary Hospital                                      City of Hoboken

Date: December 22, 2005
CITY OF HOBOKEN
RESOLUTION NO. _____________

THIS RESOLUTION AUTHORIZES ADDITIONAL TEMPORARY EMERGENCY APPROPRIATIONS UNTIL SUCH TIME AS A FORMAL BUDGET IS ADOPTED.

RESOLVED, that the Chief Financial Officer is hereby directed, pursuant to N.J.S.A. 40A:4-20 to make the following additional temporary emergency appropriations:

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Administrator OE</td>
<td>6-01-20-112-021</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>City Clerk O.E.</td>
<td>6-01-20-120-021</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Finance Supervisor O.E.</td>
<td>6-01-20-130-021</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Tax Collector O.E.</td>
<td>6-01-20-145-021</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>Community Devel. O.E.</td>
<td>6-01-20-160-021</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Zoning Bd of Adj. O.E.</td>
<td>6-01-21-185-021</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Housing Inspector O.E.</td>
<td>6-01-21-187-021</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Construction O.E.</td>
<td>6-01-22-195-021</td>
<td>$ 65,000.00</td>
</tr>
<tr>
<td>Police Dept. O.E.</td>
<td>6-01-25-241-021</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Emergency Mgmt. O.E.</td>
<td>6-01-25-252-021</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Hispanic Affairs S &amp; W</td>
<td>6-01-27-331-010</td>
<td>$ 1,856.00</td>
</tr>
<tr>
<td>Board of Health O.E.</td>
<td>6-01-27-332-021</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Senior Citizens O.E.</td>
<td>6-01-27-336-021</td>
<td>$ 2,600.00</td>
</tr>
<tr>
<td>Public Property O.E.</td>
<td>6-01-28-377-021</td>
<td>$ 40,000.00</td>
</tr>
<tr>
<td>Rent Control O.E.</td>
<td>6-01-27-347-021</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Gasoline O.E.</td>
<td>6-01-31-460-000</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Master Plan O.E.</td>
<td>6-01-31-463-000</td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 432,956.00</td>
</tr>
</tbody>
</table>

(Outside Caps)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unemployment Insurance</td>
<td>6-01-40-700-018</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Social Security O.E.</td>
<td>6-01-36-472-000</td>
<td>$ 200,000.00</td>
</tr>
<tr>
<td>Capital Improvement O.E.</td>
<td>6-01-44-900-001</td>
<td>$ 600,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 810,000.00</td>
</tr>
</tbody>
</table>

MEETING: 21 December 2005

APPROVED AS TO FORM:
Joseph Sherman, Corporation Counsel

Department Director:
Richard England, Business Administrator
Introduced by: __________________

Seconded by: ____________________

CITY OF HOBOKEN

RESOLUTION NO. ___________

RESOLUTION FOR RETURN OF UNUSED O/E FUNDS

WHEREAS, Service Systems, Inc. (a/k/a Haynes Security) has been handling payments to the City of Hoboken for police services on behalf of Verizon Telephone Company. As of December 1, 2005, they are no longer handling the account and there remains a balance of $127.50;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that the amount of $127.50 be returned to Service Systems, Inc. (a/k/a Haynes Security).

Approved:                                                        Approved as to form:

_________________________________                             ________________________
Richard England                             Joseph S. Sherman
Director of Administration                  Corporation Counsel

Date of Meeting: