

Proclamation

WHEREAS, politics and government have always been, and always will be, an essential factor in Hoboken's social fabric; and

WHEREAS, to participate in this governmental process we encourage all residents to register to vote and turn out at the polling place each Election Day; and

WHEREAS, August 26th, 2010 marks the **90th Anniversary of the Ratification of the 19th Amendment**, guaranteeing women's right to vote; and

WHEREAS, this year's **90th Anniversary** of the single greatest expansion of citizenship rights in the United States presents a remarkable opportunity both to honor the unrelenting tenacity and spirit of the multitude of women and men who worked to secure women's right to vote and also to illustrate how much can be achieved in a democratic society by the collective efforts of citizens committed to political reform; and

WHEREAS, it was the hope of our Foremothers, highlighted by the efforts of New Jerseyan Alice Paul, who fought and died for **Women's Suffrage** that future generations of women would use that hard-won vote to make our world better and to fight for equality and justice for women;

NOW, THEREFORE, BE IT PROCLAIMED, that I, **DAWN ZIMMER**, Mayor of the City of Hoboken, declare that August 26th, 2010, the **90th Anniversary of the Constitutional affirmation of women's right to vote and participate in the electoral process in the United States**, be celebrated by the governing body as well as educational institutions, workplaces, and civic organizations with programs, events, performances and other special ceremonies worthy of this uniquely important and historic occasion.

James J. Farina, City Clerk
Dated: August 11th, 2010



Dawn Zimmer, Mayor

PROCLAMATION

BY

COUNCILWOMAN ELIZABETH A. MASON

COUNCILMAN "NINO" ANGELO GIACCHI

CONGRATULATING EMPIRE COFFEE AND TEA COMPANY ON BEING NAMED AS HAVING THE BEST COFFEE IN NEW JERSEY BY INSIDE JERSEY MAGAZINE

WHEREAS, the Empire Coffee and Tea Company was founded in 1908 and since that time has provided high quality coffees and teas to discerning patrons in the metropolitan area; and,

WHEREAS, the City of Hoboken is fortunate to have within its borders one of only two Empire Coffee and Tea Co. locations, at 338 Bloomfield Street; and,

WHEREAS, Hoboken residents have long known that Empire Coffee and Tea Co. is a great place to shop for a wonderful selection of coffees, teas, gourmet gift baskets, and related products; and,

WHEREAS, the magazine "Inside Jersey" has recently issued its "Best of NJ" edition, which ranks the best in casual dining, restaurants, lifestyle, night life, music and shopping to be found in the Garden State; and,

WHEREAS, based upon the votes of its readers, Inside Jersey magazine has just selected Empire Coffee and Tea Co. as having the best coffee in the entire State of New Jersey, an outstanding achievement considering the high level of competition from the hundreds of coffee shops located throughout the State; and,

WHEREAS, it is appropriate and warranted that the elected leadership of the community bring attention to the many local businesses, such as Empire Coffee and Tea Co., which provide superior products and services to the people of our City, improving our quality of life and making Hoboken a more attractive place to live, work and raise a family.

WHEREAS, it should also be noted that a number of other distinguished Hoboken establishments were also recognized by Inside Jersey as being among the best in our State, including Dino & Harry's Steakhouse, Carlo's City Hall Bake Shop, Maxwell's, and the W Hoboken.

NOW, THEREFORE, I, ELIZABETH A. MASON, Councilwoman for the Second Ward of the City of Hoboken, recognize, congratulate and commend the Empire Coffee and Tea Company, along with its owners, Paul Shaytin and Abbe Rivers, for being named as having the "best coffee in New Jersey" by Inside Jersey magazine, and wish them continued success in their future endeavors.

SPONSORED BY

SECONDED BY

MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
AUGUST 11, 2010

RAFFLE 1 ITEM

STEVENS COOPERATIVE SCHOOL _____ RA1346
301 GARDEN STREET 50/50 RAFFLE
HOBOKEN, NJ 07030 MARCH 14, 2011

VENDORS 1 ITEM

SELIM WILLIAM BACHA
924 BERGEN AVE., PMB 117
JERSEY CITY, NJ 07306

MECHANICAL AMUSEMENT DEVICES 2 ITEMS

MAGALI CARABALLO _____ 1 POOL TABLE
87 JEFFERSON ST.
HOBOKEN, NJ

VJEKOSLAV FATOVIC _____ 1 POOL TABLE
MARIO'S BAR
301 PARK AVE
HOBOKEN, NJ

TAXI, LIVERY, AND LIMOUSINE DRIVERS 45 ITEMS

(SEE ATTACHED)

TAXI OWNER TRANSFER 1 ITEM

TAXI #56 NAME CHANGE FROM "DALLAS COWBOYS" TO

SPONSORED BY

SECONDED BY

"A&H TRANSPORTATION"

MISCELLANEOUS LICENSES

DRIVERS

(45 ITEMS @ \$75.00)

CARLOS JIMENEZ	4010 KENNEDY BLVD., U.C., NJ	BOTH
DOMINGO A. IRIARTE	559 54 TH ST., W.N.Y., NJ	LIMO
LUIS N. CAMPOS	3 WEBSTER AVE, KEARNY, NJ	TAXI
SAEED JAFFREY	79 WINFIELD AVE, J.C., NJ	LIMO
HECTOR SANTIAGO	320 JACKSON ST., HOBOKEN, NJ	LIMO
LUIS CASTANO	78 HANCOCK AVE, J.C., NJ	LIMO
LUIS RODRIGUEZ	584 57TH ST, W.N.Y., NJ	LIMO
ANGEL L DELGADO JR.	343 PAVONIA AVE, J.C., NJ	LIMO
MANUEL NIN	139 36 TH ST., U.C., NJ	TAXI
CHRISTOPHER STAMP	325 BEARDSLEY AVE, NEWARK, NJ	LIMO
AMRO M. MAHMOUD	72 CAMBRIDGE AVE, J.C., NJ	LIMO
SAMEH BOTROS	285 STOVER AVE, N ARLINGTON, NJ	TAXI
FRANCISCO VILLAFANE	2705 SUMMIT AVE, U.C., NJ	LIMO
ASHRAF FARAG	748 AVE E, BAYONNE, NJ	TAXI
OMAR S. LOPEZ-CASTILLO	1500 40 TH ST, N. B., NJ	LIMO
RAMON RUIZ	415 27 TH ST, U.C., NJ	TAXI
JUAN DUARTE-JAVIER	1180 SUMMIT AVE J.C., NJ	LIMO
JHONNY TORRES	912 SUMMIT AVE, U.C., NJ	LIMO
ESTEFANOS F. AYOUB	160 VROM ST, J.C., NJ	TAXI
FRANCISCO J. VILLAFANE	2705 SUMMIT AVE, U.C., NJ	LIMO
HAROLD W. SUAREZ	217 DESOTO PL. CLIFFSIDE PK, NJ	LIMO
DIONEL ARROYO	173 NEW YORK AVE, J.C., NJ	LIMO
JUAN C. LUNA	1021 PARK AVE, HOBOKEN, NJ	LIMO
TEOFILO Y. PORTUHONDO	914 9 TH ST, UNION CITY, NJ	LIMO
ELEAZAR MENDOZA-MIESES	320 JACKSON ST, HOBOKEN, NJ	LIMO
NELSON PEREZ	1 SEAVIEW CT, BAYONNE, NJ	LIMO
ELIZABETH ANAYA	409 A WHINTON ST., J.C., NJ	LIMO
FRANCIS MARTINEZ	501 CENTRAL AVE, U.C., NJ	LIMO
ROSA CHAVARRO	550 55 TH ST, W.N.Y., NJ	LIMO
MAHMOUD I GHANEM	62 WRIGHT AVE J.C., NJ	LIMO
ASHRAF FARAG	2500 KENNEDY BLVD, J.C., NJ	TAXI
AMRO MAHMOUD	72 CAMBRIDGE AVE, J.C., NJ	LIMO
RAMON DELACRUZ	21 ASTOR PLACE, J.C., NJ	LIMO
MIGUEL ROLDAN	156-158 WEBSTER AVE, J.C., NJ	LIMO
WILLIAM VALENCIA	557 PROSPECT AVE, BAYONNE, NJ	LIMO
WILFREDO L. CAPIN	91 THORNE ST. J.C., NJ	LIMO
MAHMOUD ALY	651 NEWARK AVE, J.C., NJ	TAXI
GUILLERMO A. MORA	29 STOUT ST, PATTERSON, NJ	LIMO
JARRED YARON	2 12 TH ST, HOBOKEN, NJ	LIMO
RAFAEL FERNANDEZ	407 41 ST ST, UNION CITY, NJ	LIMO

NABIL SHEHATA
MOURIS W. YOUANAS
WILFREDO L. CAPIN
OSCAR BEDOYA
PAULINO SANDOVAL

70 WEST 13TH ST, BAYONNE, NJ
497 WESTSIDE AVE, J.C., NJ
91 THORNE ST. J.C., NJ
915 85TH ST, NORTH BERGEN, NJ
325 37TH ST. U.C., NJ

TAXI
TAXI
LIMO
LIMO
LIMO

OWNER

A&H TRANSPORATION 12 CRAWFORD DR., SICKLEVILLE, NJ
TAXI #56 NAME CHANGE FROM DALLAS COWBOYS

45 DRIVERS
1 OWNER

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

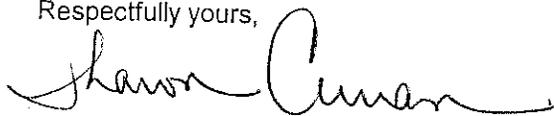
To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of JULY, 2010.

<u>Receipts on Taxes</u>		
2010 Taxes Estimated 3rd Quarter...	10,768,479.47	
2010 Taxes 1 & 2 Quarters.....	30,516.61	
Total 2010 Taxes Collected		10,798,996.08
<u>Receipts on Taxes</u>		
<u>2009 Taxes</u>		
2009 Taxes 3 & 4 Quarters....	22,093.00	
2009 Taxes 1 & 2 Quarters...	35,545.76	
Total 2009 Taxes Collected....		57,638.76
<u>Miscellaneous Tax Receipts</u>		
Interest on Taxes...	13,448.31	
Duplicate Tax Bill Fee.....	45.00	
Total Miscellaneous Tax Receipts		13,493.31
<u>Pilot Accts</u>		
Pilot Principal.....	1,388,209.26	
Total collected on Pilot Accts.....		1,388,209.26
Total Taxes & Miscellaneous Tax Receipts....		<u>12,258,337.41</u>
*****Abatements not included in Edmunds Cash Receipts Report*****		
<u>Abatements</u>		
Abatement Principal.....	4,638.95	
Abatement Totals.....		***** <u>4,638.95</u>

Respectfully yours,



Sharon Curran, Tax Collector

 Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Cash: Y Check: Y Credit: Y
 Range of Years: First to 2012
 Range of Periods: 1 to 12
 Range of Dates: 07/01/10 to 07/30/10
 Print Ref Num: N
 Range of Installment Due Dates: First to Last
 =====

Code Description	Count	Arrears/Other	Principal			Interest	Total
			Fiscal 2009	Fiscal 2010	Future		
01 TAX-Billing	5486	0.00	35,545.76	52,609.61	10,768,479.47	13,448.31	10,870,083.15
02 IN LIEU OF TAXES	13	0.00	0.00	0.00	1,388,209.26	0.00	1,388,209.26
Tax Payments	5499	0.00	35,545.76	52,609.61	12,156,688.73	13,448.31	12,258,292.41
00 MUN LIEN TAX	1	224.25	0.00	0.00	0.00	669.39	893.64
01 OUTSIDE REDEEM	171	260,572.12	0.00	0.00	0.00	22,830.21	283,402.33
02 RE	66	3,387.00	0.00	0.00	0.00	0.00	3,387.00
Lien Payments	238	264,183.37	0.00	0.00	0.00	23,499.60	287,682.97
02 DUPLICATE BILLS	4	45.00	0.00	0.00	0.00	0.00	45.00
Misc Payments	4	45.00	0.00	0.00	0.00	0.00	45.00
Payments Total:	5741	264,228.37	35,545.76	52,609.61	12,156,688.73	36,947.91	12,546,020.38
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00	0.00
Total:	5741	264,228.37	35,545.76	52,609.61	12,156,688.73	36,947.91	12,546,020.38

Total Cash: 18,342.75
 Total Check: 12,527,677.63
 Total Credit: 0.00

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF JULY 2010

DATE	TOTAL	Interest	2010 3rd Qtr Taxes	2010 1&2 Qtr. Taxes	2009 3/4 Qtr. Taxes	2009 1 & 2 Qtr. Taxes	DUP. BILL FEE	PILOT PAYMENTS	ABATEMENT
			12,258,337.41		12,258,337.41				
7/1/2010	9,172.46	-	9,172.46	-	-	-	-	-	-
7/2/2010	9,380.91	-	9,380.91	-	-	-	-	-	-
7/6/2010	6,612.04	-	6,612.04	-	-	-	-	-	-
7/7/2010	22,735.60	0.07	22,730.82	4.71	0.25	-	-	-	-
7/8/2010	9,348.71	-	9,348.46	-	-	-	-	-	-
7/9/2010	12,702.11	-	12,697.11	-	-	-	5.00	-	-
7/12/2010	48,230.30	-	11,945.30	-	-	-	-	36,285.00	-
7/13/2010	4,550.00	-	4,550.00	-	-	-	-	-	-
7/14/2010	47,568.41	-	2,741.41	-	-	-	-	44,827.00	1,775.88
7/15/2010	4,600.39	-	4,600.39	-	-	-	-	-	-
7/16/2010	101,527.82	13,446.53	-	30,442.53	22,093.00	35,545.76	-	-	-
7/19/2010	45,961.88	0.39	27,453.08	12.41	-	-	-	18,496.00	-
7/20/2010	4,330.82	-	4,330.82	-	-	-	-	-	-
7/21/2010	18,798.38	-	18,798.38	-	-	-	-	-	724.35
7/22/2010	26,346.77	-	26,346.77	-	-	-	-	-	-
7/23/2010	25,248.02	-	25,248.02	-	-	-	-	-	-
7/26/2010	631,181.17	-	200,685.17	-	-	-	-	-	-
7/27/2010	475,391.65	-	446,283.65	-	-	-	-	430,496.00	-
7/28/2010	392,658.99	0.02	392,647.73	1.24	-	-	10.00	29,108.00	-
7/28/2010	1,096,777.76	0.01	489,500.35	0.40	-	-	-	607,277.00	737.83
7/29/2010	2,274,486.16	0.62	2,274,454.66	30.88	-	-	-	-	-
7/29/2010	3,623,412.21	0.55	3,623,393.42	18.24	-	-	-	-	-
7/29/2010	742,565.70	-	742,565.70	-	-	-	-	-	-
7/29/2010	268,716.60	0.09	268,706.94	4.57	-	-	5.00	-	-
7/29/2010	294,030.53	-	195,631.53	-	-	-	-	98,399.00	1,400.89
7/30/2010	529,895.68	-	406,574.42	-	-	-	-	123,321.26	-
7/30/2010	409,702.53	0.03	409,676.12	1.38	-	-	25.00	-	-
7/30/2010	1,122,403.81	-	1,122,403.81	-	-	-	-	-	-
July 12, 2010	12,258,337.41	13,448.31	10,768,479.47	30,516.61	22,093.00	35,545.76	45.00	1,388,209.26	4,638.95

Please be advised a pilot payment and a regular deposit were entered on the the same deposit slip. Pilot amount\$36,285.00 Regular deposit \$11,945.30 both on the same deposit slip.

REDEMPTIONS FOR THE MONTH OF JULY 2010

DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT	
7/1/2010	74	24		09-80069	620 MONROE ST	2,072.03	3,400.00	NEWPREMIUM
7/1/2010	87	13	COP37	0977110	824-830 MONROE ST	233.36	-	
7/1/2010	87	13	COP37	080077	824-830 MONROE ST	1,234.65	-	
7/1/2010	155	5	C0410	09-80114	1026-34 CLINTON ST	6,178.26	5,100.00	NEWPREMIUM
7/1/2010	192	24	C0002	09-80143	536 BLOOMFIELD ST	2,127.60	1,100.00	NEWPREMIUM
7/1/2010	192	24	C0004	09-80144	536 BLOOMFIELD ST	2,122.93	1,200.00	NEWPREMIUM
7/1/2010	115	9.01	C0409	09-80106	1317-27 GRAND/1326 CL	1,998.81	1,100.00	NEWPREMIUM
7/2/2010	82	11	COP22	09-80075	721-733 MONROE ST	686.59	-	
7/2/2010	39	3		09-80048	205-209 MADISON ST.	52,533.11	40,600.00	NEWPREMIUM
7/2/2010	216.1	37	C001B	09-80167	500 HUDSON ST	2,764.51	2,100.00	NEWPREMIUM
7/6/2010	20	12	C0003	09-80027	93 GRAND ST	216.97	700.00	NEWPREMIUM
7/6/2010	95	21	COP-8	09-80089	920 JEFFERSON ST	209.69	-	
7/6/2010	95	21	COP-9	09-80090	920 JEFFERSON ST	209.69	-	
7/6/2010	68	22.1		09-80067	520 JEFFERSON ST	2,076.50	-	
7/6/2010	209	15.2		09-80160	1039 BLOOMFIELD ST.	1,343.71	100.00	NEWPREMIUM
7/6/2010	122	2		09-80111	362 FOURTEENTH ST	5,010.39	-	
7/7/2010	245	3.1	C00CN	09-80182	1315-1317 WASHINGTON	992.06	100.00	NEWPREMIUM
7/8/2010	95	21	COP25	09-80092	920 JEFFERSON ST	478.38	-	
7/8/2010	52	16		09-80055	329 GRAND ST	1,297.64	500.00	NEWPREMIUM
7/8/2010	168	33		09-80127	608 PARK AVE	3,934.58	5,000.00	NEWPREMIUM
7/8/2010	219	7	C0002	09-80169	813 WASHINGTON ST	1,623.72	200.00	NEWPREMIUM
7/9/2010	86	1	COP68	09-80082	800-830 JACKSON ST	190.33	-	
7/9/2010	15	19	C0002	09-80009	88 MONROE ST	2,564.55	5,000.00	NEWPREMIUM
7/9/2010	29	17	CA-4L	09-80042	133 MADISON ST	2,370.00	1,600.00	NEWPREMIUM
7/9/2010	104	1.01	C0318	09-80097	1100 ADAMS ST	443.57	-	
7/12/2010	38	2	C0002	09-80045	550 2ND ST	1,331.69	700.00	NEWPREMIUM
7/12/2010	196	30	C0003	097204	940 BLOOMFIELD ST	15,964.68	4,300.00	NEWPREMIUM
7/12/2010	196	30	C0003	080141	940 BLOOMFIELD ST	4,257.97	-	
7/12/2010	261.04	1	C0401	09-80198	1025 MAXWELL LN	616.19	2,800.00	NEWPREMIUM
7/12/2010	261.04	1	CP-165	09-80204	1025 MAXWELL LN	131.40	-	
7/12/2010	208	2		080146	928 WASHINGTON ST	51,805.54	11,000.00	OLD PREMIUM
7/12/2010	208	26		097214	982 WASHINGTON ST	25,443.55	4,000.00	NEWPREMIUM
7/14/2010	87	13	C005F	09-80084	824-830 MONROE ST	275.87	500.00	NEWPREMIUM
7/16/2010	177	36.1	C003B	09-80135	100-02 GARDEN ST	3,561.19	2,000.00	NEWPREMIUM

7/16/2010	261.04	1	C0908	09-80199	1025 MAXWELL LN	7,049.66	7,000.00	NEWPREMIUM
7/16/2010	261.04	1	CP115	09-80202	1025 MAXWELL LN	420.97		
7/16/2010	25	1	C001D	09-80033	700 FIRST ST	2,336.94	1,200.00	NEWPREMIUM
7/21/2010	27	10	C0003	09-80037	121 JACKSON ST	132.79	100.00	NEWPREMIUM
7/22/2010	166	12	COP-3	09-80123	325-327 WILLOW AVE	276.67		
7/22/2010	177	17.3		09-80133	211 SECOND ST	861.49	200.00	NEWPREMIUM
7/22/2010	249	22		097241	161 TWELFTH ST	16,120.60	4,000.00	NEWPREMIUM
7/23/2010	268.1	2	C001D	09-80205	1500 WASHINGTON ST	2,699.42	3,800.00	NEWPREMIUM
7/23/2010	252	25.1		98-61	209 TWELFTH ST	2,689.34		
7/23/2010	252	25.1		94-214	209 TWELFTH ST	3,764.17		
7/26/2010	261.03	1	CP353	09-80196	1125 MAXWELL LANE	648.10		
7/26/2010	18	4	C0030	09-80011	70 ADAMS ST	4,264.78	2,400.00	NEWPREMIUM
7/26/2010	38	24	C002A	09-80046	212-214 MADISON ST	240.66	300.00	NEWPREMIUM
7/27/2010	195	4	C0004	09-80150	807-809 GARDEN ST	1,986.71	3,100.00	NEWPREMIUM
7/27/2010	82	11	COP15	09-80014	721-733 MONROE ST	466.94		
7/29/2010	193	25		09-80147	643 GARDEN ST	7,355.89	5,200.00	NEWPREMIUM
7/29/2010	237	1.2		09-80175	801 HUDSON ST REAR	1,736.14		
7/29/2010	237	1.1		09-80174	801 HUDSON ST	23,061.54	12,400.00	NEWPREMIUM
7/29/2010	18	4	COP69	09-80023	70 ADAMS ST	825.38		
7/29/2010	18	4	COP76	09-80026	70 ADAMS ST	826.36		
7/29/2010	18	4	COP-3	09-80012	70 ADAMS ST	826.36		
7/29/2010	18	4	COP-6	09-80015	70 ADAMS ST	820.48		
7/29/2010	18	4	COP-8	09-80017	70 ADAMS ST	826.36		
7/29/2010	18	4	COP35	09-80022	70 ADAMS ST	824.40		
7/29/2010	18	4	COP21	09-80020	70 ADAMS ST	823.42		
7/29/2010	18	4	COP72	09-80025	70 ADAMS ST	826.36		
7/29/2010	18	4	COP-5	09-80014	70 ADAMS ST	821.46		
7/29/2010	18	4	COP18	09-80019	70 ADAMS ST	828.31		
7/29/2010	18	4	COP-7	09-80016	70 ADAMS ST	823.42		
7/29/2010	18	4	COP70	09-80024	70 ADAMS ST	825.38		
7/29/2010	18	4	COP22	09-80021	70 ADAMS ST	825.38		
7/29/2010	18	4	COP-9	09-80018	70 ADAMS ST	825.38		
7/29/2010	18	4	COP-4	09-80013	70 ADAMS ST	826.36		
MUNICIPAL LIEN REDEMPTIONS								
7/22/2010	252	25.1		261	209 TWELFTH ST	286,789.33	132,800.00	
						893.64		
						287,682.97		

MEMORANDUM

TO: A.Liston, Business Administrator
 J. Maier, Director, Environmental Services
 J. Farina, City Clerk

FROM: R. England, Purchasing Agent

DATE: 30 July 2010

SUBJECT: BID RESULTS – FRIDAY, 30 JULY 2010

Directors, the City received proposals today, Friday, 30 July 2010, at 11 A.M., in the Court Room in City Hall. These proposals were for our bid 10-09: Landscape and Park Maintenance; bid 10-23: SFY 2010 Roadway Improvements; and bid 10-26: General Maintenance Supplies. No proposals were received for bid 10-26: General Maintenance Supplies. This will have to be re-advertised for a future date.

With regard to bid 10-09: Landscape and Park Maintenance, seven (7) bids were received in good stead. These were:

<u>Vendor</u>	<u>Opt. A</u>	<u>Opt. B</u>	<u>Opt. B(1)</u>	<u>Opt. B(2)</u>	<u>Opt. C</u>
Hufnagel Landscaping 125 W. Broad Avenue North Bergen, NJ 07047	\$56,644	\$35,681	\$33,125	\$33,125	\$49,562
			Total of all Options =		\$ 208,137
High Tech Landscaping P.O. Box 414 Martinsville, NJ 08836	\$181,400	\$48,470	\$38,200	\$30,800	\$81,700
			Total of all Options =		\$ 380,570
LTI, Inc. 34 Woodland Road Roseland, NJ 07068	\$ 32,000	\$12,450	\$14,000	\$ 9,450	\$21,713
			Total of all Options =		\$ 89,613
Pat Scanlon Landscaping 14 Plains Drive New City, NY 10956	\$ 34,310	\$10,900	\$11,100	\$10,500	\$ 28,305
			Total of all Options =		\$ 85,115
Donofrio & Son, Inc. 433 Hillside Avenue Hillside, NJ 07040	\$ 19,975	\$11,800	\$11,800	\$11,800	\$ 19,975
			Total of all Options =		\$ 75,350

<u>Vendor</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	<u>Alt. #4</u>
Ascape Landscape P.O. Box 679 New City, NY 10956	\$ 32,500	\$11,916	\$13,980	\$10,650	\$ 16,900
			Total of all Options =		\$ 85,946
Andy Matt, Inc. 19 Scrub Oaks Road Mine Hill, NJ 07803	\$37,500	\$16,800	\$15,705	\$13,875	\$38,625
			Total of all Options =		\$122,505

The original documents were removed to the Purchasing office. Someone from your Department should review the documents for their compliance with the total specifications of the job and submit a recommendation within the week or two.

By copy of this memo, I am requesting that this communication be placed before the City Council at their next regularly scheduled meeting.

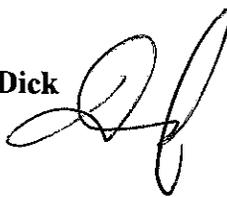
With regard to bid # 10-23: SFY 2010 Roadway Improvements, Four (4) proposals were received in good stead. These were:

<u>Vendor</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	<u>Alt. #4</u>
Perfetto Enterprises 2319 Richmond Terr Staten Island, NJ	\$298,490.00	\$ 96,861.00	\$54,084.00	\$200,782.00	\$108,971.50
			Total of Base + Alternates=		\$ 759,188.50
English Paving 650 Route 46 W. Clifton, NJ	\$301,820.13	\$ 96,137.12	\$53,394.10	\$196,068.55	\$113,830.45
			Total of Base + Alternates=		\$ 761,250.35
AJM Contracting 300 Kuller Road Clifton, NJ	\$295,321.00	\$100,568.35	\$58,329.90	\$207,952.60	\$119,064.95
			Total of Base + Alternates=		\$781,236.80
Salomone Bros.,Inc 17 Demarest Drive Wayne, NJ	\$301,707.50	\$ 91,541.85	\$52,605.36	\$195,044.10	\$115,881.95
			Total of Base + Alternates=		\$756,780.76

The original documents were removed to Remington, Vernick & Arango. Someone from their firm will review the documents for their compliance with the total specifications of the job and submit a recommendation within the next week.

Cc: Mayor Dawn Zimmer
F. Moret, Parks Supervisor

Dick



Rcvd Batch Id Range: First to Last Rcvd Date Start: 07/29/10 End: 08/06/10 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
08/05/10	JMW	10-00061	SERV FY10 HEALTH	00777	HUDSON REGIONAL HEALTH COMM.	8,954.50
08/05/10	JMW	10-00083	FY2010	07275	AT&T MOBILITY	11,664.79
08/05/10	JMW	10-00084	FY2010	03342	ENTERPRISE CONSULTANTS	415.50
08/05/10	JMW	10-00085	FY2010	00806	RIVERFRONT CAR WASH	912.00
08/05/10	JMW	10-00086	FY2010	07771	SHORE SOFTWARE	69.95
08/05/10	JMW	10-00087	FY2010	00077	CITY PAINT AND HARDWARE	468.14
08/05/10	JMW	10-00100	FY2010	01185	MATERA'S NURSERY	379.25
08/05/10	JMW	10-00104	FY2010	00077	CITY PAINT AND HARDWARE	1,179.95
08/05/10	JMW	10-00105	A/C FOR FD	00447	KEYSTONE APPLIANCE	400.00
08/05/10	JMW	10-00189	NATIONAL NIGHT OUT MATERIALS	00805	NATIONAL ASSOC. OF TOWN WATCH	2,660.48
08/05/10	JMW	10-00209		06323	HERCULES RUBBER PRODUCTS SALES	844.50
08/05/10	JMW	10-00211	FY2010	08848	BUY WISE AUTO	1,409.84
08/05/10	JMW	10-01222	APPARATUS MAINTENANCE	01597	M & G AUTO PARTS, INC.	1,089.44
08/05/10	JMW	10-02341	25 MEW HT 1000-PD	06649	MOTOROLA NORTHERN DIVISION	825.00
08/05/10	JMW	10-02656	FOR SNOW REMOVAL	00667	ATLANTIC SALT, INC.	21,509.36
08/05/10	JMW	10-02986	FIRE COMMAND VEHICLE	00803	WARNOCK FLEET & LEASING	26,991.00
08/05/10	JMW	10-03052	EQUIPMENT INSTALLATION	01136	LIBERTY HUMANE SOCIETY	16,000.00
08/05/10	JMW	10-03108	EVIDENCE BOOKS	00419	POGGI PRESS	810.00
08/05/10	JMW	10-03163	SERVICES	00733	CLIFFSIDE BODY CORP.	167.41
08/05/10	JMW	10-03185	SERVICE CALL	08776	T3 MOTION, INC	428.00
08/05/10	JMW	10-03244	RETIREMENT BADGES	00801	TURNOUT FIRE AND SAFETY	744.00
08/05/10	JMW	10-03458	CAR WASHES-ES DO	00806	RIVERFRONT CAR WASH	30.00
08/05/10	JMW	10-03469	PROPOSAL TO REPAIR AC UNIT	08689	ENVIRONMENTAL CLIMATE CONTROL	2,075.00
08/05/10	JMW	10-03514	GRANT-PHPF	00801	TURNOUT FIRE AND SAFETY	99.99
08/05/10	JMW	10-03610	CITY COUNCIL RESOLUTION 4/7/10	00031	BOSWELL ENGINEERING	20,673.00
08/05/10	JMW	10-03639	SIMULATOR SOLUTION	06742	DRAEGER SAFETY DIAGNOSTICS	224.95
08/05/10	JMW	10-03642	FLAGS	00364	UNITED DECORATING	334.40
08/05/10	JMW	10-03712	NITRILE GLOVES	06881	GALLS, INCORPORATED	565.00
08/05/10	JMW	10-03713	SERVICE FOR HT1000 #0279	02590	ELECTRONIC SERVICE SOLUTIONS	50.00
08/05/10	JMW	10-03714	MAINTENANCE CONTRACT	09113	TYCO/ADT SECURITY SERVICES	305.00
08/05/10	JMW	10-03716	TSHIRTS	02270	SPOO, INC.	2,790.00
08/05/10	JMW	10-03748	PD SERVICES	061	ADAM B REISMAN, ATTY AT LAW	150.00
08/05/10	JMW	10-03769	REPAIR MC103	08289	HARLEY DAVIDSON OF LONG BRANCH	231.23
08/05/10	JMW	10-03798	ELECTRICAL WORK IN PIER A	07901	CIRILLO ELECTRIC, INC.	13,325.96
08/05/10	JMW	11-00103	CENTRAL GARAGE - COMPACTOR 176	00679	SANITATION EQUIP. CORP.	164.05
08/05/10	JMW	11-00104	HUMAN SERVICES AIR CONDITIONER	00447	KEYSTONE APPLIANCE	800.00
08/05/10	JMW	11-00105	CITY HALL & PARKING UTILITY	00447	KEYSTONE APPLIANCE	850.00
08/05/10	JMW	11-00127	ELECTRICAL WORK AT PD	00269	FCA LIGHTING	160.00
08/05/10	JMW	11-00129	NEW 220 LINE IN MAYORS OFFICE	00269	FCA LIGHTING	1,000.00
08/05/10	JMW	11-00130	HBKN REC MINOR LEAGUE ALLSTARS	00690	STAN'S SPORT CENTER	960.25
08/05/10	JMW	11-00131	HBKN REC LITTLE LEAGUE ALLSTAR	00690	STAN'S SPORT CENTER	2,593.50
08/05/10	JMW	11-00133	HBKN REC GIRLS SOFTBALL	00690	STAN'S SPORT CENTER	969.00
08/05/10	JMW	11-00134	HBKN REC LITTLE LEAGUE	00690	STAN'S SPORT CENTER	423.50
08/05/10	JMW	11-00135	POLICE PROF.COURSE	02686	MONMOUTH COUNTY POLICE ACADEMY	50.00
08/05/10	JMW	11-00136	REIMBURSEMENT	06203	CHIEF ANTHONY FALCO	50.00
08/05/10	JMW	11-00147	CLEARED BLOCKED SEWER LINE	02451	QUALITY PLUMBING & HEATING	950.00
08/05/10	JMW	11-00148	CLEARED BLOCKAGE IN SUMP PUMP	02451	QUALITY PLUMBING & HEATING	1,900.00
08/05/10	JMW	11-00149	SEWER GASES EMITTING IN PD	02451	QUALITY PLUMBING & HEATING	1,500.00
08/05/10	JMW	11-00154	HINI GRANT	00886	LYNETTE J. MEDEIROS	47.53
08/05/10	JMW	11-00155	HINI CLINIC 2/3/2010	07462	HOBOKEN UNIVERSITY MED. CENTER	5,604.00
08/05/10	JMW	11-00157	PUBLIC DEFENDER SERVICES	08846	KEITH HIRSCHORN	750.00
08/05/10	JMW	11-00165	OPEN WINDOW-MSC	00141	HOBOKEN GLASS COMPANY	350.00

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
					Total for Batch: JMW	157,899.47
08/05/10	MEM	10-01678	SITE REMEDIATION OF 1600 PARK	09059 JAC EXCAVATING	170,117.32	
08/05/10	MEM	10-02753	COUNCIL RESOLUTION - 3/23/10	07030 ANSELL ZARO GRIMM & AARON	14,076.85	
08/05/10	MEM	10-02931	PROFESSIONAL SERVICES	01100 LENOX CONSULTING LLC	2,500.00	
08/05/10	MEM	10-03067	PROFESSIONAL SERVICES	02147 ROSENBERG & ASSOCIATES	843.95	
08/05/10	MEM	10-03191	PRINTING SERVICES	00419 POGGI PRESS	550.00	
08/05/10	MEM	10-03506	SUPPLIES	03611 MIAMI SYSTEMS CORPORATION	4,654.70	
08/05/10	MEM	10-03578	STICKERS/GUIDES/DARE PROGRAM	01279 NATIONAL IMPRINT CORP.	804.45	
08/05/10	MEM	10-03580	CAR WASH SERVICES	00806 RIVERFRONT CAR WASH	18.00	
08/05/10	MEM	10-03625	SENIOR BBQ	06768 INSERRA SUPERMARKETS	400.00	
08/05/10	MEM	10-03650	MARRIAGE/CIVIL CERTIFICATES	00206 DREW & ROGERS, INC.	416.50	
08/05/10	MEM	10-03692	SUBSCRIPTION RENEWAL	06137 LEXIS NEXIS	125.46	
08/05/10	MEM	10-03694	BLUE BAR PAPER	00206 DREW & ROGERS, INC.	1,680.00	
08/05/10	MEM	10-03740	MONTHLY CHARGES	06090 WEST GROUP	321.55	
08/05/10	MEM	10-03744	SERVICES	00806 RIVERFRONT CAR WASH	12.00	
08/05/10	MEM	10-03747	PROFESSIONAL SERVICES	01270 H2M GROUP	5,535.50	
08/05/10	MEM	10-03758	SEMINAR REGISTRATION	08943 AM/PM SERVICES	99.00	
08/05/10	MEM	10-03761	ADVERTISING	00331 N.J. STATE MUNICIPALITIES	160.00	
08/05/10	MEM	10-03764	SUBSCRIPTION RENEWAL	00119 GANN LAW BOOKS	181.00	
08/05/10	MEM	11-00112	MINIMAL BUDGET PAYMENT	02914 HOBOKEN PUBLIC LIBRARY	800,000.00	
08/05/10	MEM	11-00132	REGISTRATION FEE	09179 PROFESSIONAL ACCOUNTANTS	99.00	
08/05/10	MEM	11-00138	PRINTING SERVICES	00836 ROYAL PRINTING	730.00	
08/05/10	MEM	11-00221	Balls for Bingo Program	00690 STAN'S SPORT CENTER	85.00	
08/05/10	MEM	11-00226	REDEMPTION	01287 TOWER LIEN LLC	14,049.66	
08/05/10	MEM	11-00227	REDEMPTION	08370 PAM INVESTORS	5,561.19	
08/05/10	MEM	11-00228	REDEMPTION	09669 PLYMOUTH PARK TAX SERVICE LLC	20,120.60	
08/05/10	MEM	11-00234	REDEMPTION	01298 MOORING SECURED LIQUITY FUND	4,257.97	
08/05/10	MEM	11-00235	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	276.67	
08/05/10	MEM	11-00236	REDEMPTION	01300 MACRICH ASSOCIATES LLC	3,764.17	
08/05/10	MEM	11-00237	REDEMPTION	01300 MACRICH ASSOCIATES LLC	2,689.34	
08/05/10	MEM	11-00238	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	648.10	
08/05/10	MEM	11-00239	REDEMPTION	01293 DIANE CLEMENTE	6,664.78	
08/05/10	MEM	11-00240	REDEMPTION	01288 VIRGO MUNICIPAL FINANCE FUND	540.66	
08/05/10	MEM	11-00246	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	466.94	
08/05/10	MEM	11-00247	REDEMPTION	01305 JMAM PARTNERS	1,736.14	
08/05/10	MEM	11-00248	REDEMPTION	01305 JMAM PARTNERS	35,461.54	
08/05/10	MEM	11-00249	REDEMPTION	01287 TOWER LIEN LLC	12,555.89	
08/05/10	MEM	11-00262	REDEMPTION	09224 ISAAC MORADI	420.97	
08/05/10	MEM	11-00264	REDEMPTION	01287 TOWER LIEN LLC	3,536.94	
08/05/10	MEM	11-00277	REDEMPTION	01288 VIRGO MUNICIPAL FINANCE FUND	232.79	
08/05/10	MEM	11-00367	REDEMPTION	09224 ISAAC MORADI	823.42	
08/05/10	MEM	11-00368	REDEMPTION	08370 PAM INVESTORS	825.38	
08/05/10	MEM	11-00369	REDEMPIDN	08370 PAM INVESTORS	825.38	
08/05/10	MEM	11-00370	REDEMPTION	08370 PAM INVESTORS	825.38	
08/05/10	MEM	11-00371	REDEMPTION	08370 PAM INVESTORS	826.36	
08/05/10	MEM	11-00372	REDEMPTION	09224 ISAAC MORADI	828.31	
08/05/10	MEM	11-00373	REDEMPTION	09224 ISAAC MORADI	825.38	
08/05/10	MEM	11-00374	REDEMPTION	09224 ISAAC MORADI	826.36	
08/05/10	MEM	11-00375	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	826.36	
08/05/10	MEM	11-00376	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	820.48	
08/05/10	MEM	11-00377	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	826.36	
08/05/10	MEM	11-00378	REDEMPTION	01299 US BANK CUST PRO CAPITAL LLC	824.40	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
08/05/10	MEM	11-00379	REDEMPTION	01305 JMAM PARTNERS	823.42	
08/05/10	MEM	11-00380	REDEMPTION	01293 DIANE CLEMENTE	826.36	
08/05/10	MEM	11-00381	REDEMPTION	01293 DIANE CLEMENTE	821.46	
08/05/10	MEM	11-00382	REDEMPTION	01311 YOSIF KOROGODSKY	951.44	
08/05/10	MEM	11-00389	REDEMPTION	01288 VIRGO MUNICIPAL FINANCE FUND	246.78	

Total for Batch: MEM 1,129,967.66

Total for Date: 08/05/10 Total for All Batches: 1,287,867.13

08/06/10	MPG	10-00007	FY10 SUPPLIES	05307 W.B. MASON CO., INC.	608.56	
08/06/10	MPG	10-00020	FY10 INTERNET SERV	04947 CABLEVISION LIGHTPATH, INC.	1,154.05	
08/06/10	MPG	10-00021	FY10 REVERSE 911 SYST SERV	04947 CABLEVISION LIGHTPATH, INC.	2,786.63	
08/06/10	MPG	10-00025	FY10 SERV	01089 VERIZON	12,480.30	
08/06/10	MPG	10-00028	FY10 SL	00424 P.S.E.& G. COMPANY	53,978.82	
08/06/10	MPG	10-00029	FY10 E	00424 P.S.E.& G. COMPANY	36,515.56	
08/06/10	MPG	10-00054	FY10 CHGS-VARIOUS ACCTS	08135 NORTH HUDSON SEWERAGE AUTH.	14,182.75	
08/06/10	MPG	10-00055	SERV FY10 HPU	00424 P.S.E.& G. COMPANY	25,231.91	
08/06/10	MPG	10-00058	SERV FY10 HPU	01089 VERIZON	1,309.44	
08/06/10	MPG	10-00067	FY10 SERV CULT AFF	00627 ALL STAR RENTALS, INC.	300.00	
08/06/10	MPG	10-00073	SERV FY10 CULT	00281 MINUTEMAN PRESS	2,733.50	
08/06/10	MPG	10-00258	OUTSIDE STORAGE OF RECORDS	08989 NOVA RECORDS MANAGEMENT, LLC	1,119.67	
08/06/10	MPG	10-00628	FY10 HPU LD/TOLL SERV	07187 PAETEC COMMUNICATIONS INC.	201.62	
08/06/10	MPG	10-02527	SUPPLIES HPU 1/10	00077 CITY PAINT AND HARDWARE	3,350.71	
08/06/10	MPG	10-02529	SERV HPU 11,12/09	08797 REMINGTON & VERNICK ENGINEERS	1,957.50	
08/06/10	MPG	10-02970	PERF FFN2010	06364 RON ALBANESE	650.00	
08/06/10	MPG	10-03076	ASSIST 5/2/10	033 ETHAN JAMES KELLY	200.00	
08/06/10	MPG	10-03611	SUPPLIES HPU	05307 W.B. MASON CO., INC.	1,397.69	
08/06/10	MPG	10-03671	SND TECH 6/10/10	09147 INTERPLANETARY PRODUCTIONS	175.00	
08/06/10	MPG	10-03672	HANGTAGS HPU	01804 CONCEPT PRINTING INC.	7,697.00	
08/06/10	MPG	10-03678	REPAIRS GARAGE B	00142 HOBOKEN LOCK & SUPPLY	160.00	
08/06/10	MPG	10-03679	MAINT VEH TIRES HPU	06302 ROBBINS & FRANKE, INC.	629.40	
08/06/10	MPG	10-03696	PERF 6/3/10 SINATRA PK	05381 ALWIN "BOO" REINERS	400.00	
08/06/10	MPG	10-03697	BULBS-CULT AFF	00269 FCA LIGHTING	42.00	
08/06/10	MPG	10-03703	HPU SOFTWARE UPGRADE	07798 NET TECH SOLUTIONS	1,660.00	
08/06/10	MPG	10-03724	BATTERIES	06649 MOTOROLA NORTHERN DIVISION	825.00	
08/06/10	MPG	10-03755	BATTERIES HPU	09804 METER PRODUCTS COMPANY INC.	760.00	
08/06/10	MPG	10-03782	BANNERS PRINTED 7/4/10	02750 FAST SIGNS	150.00	
08/06/10	MPG	10-03784	REFUND RESIDENT PERMIT	01253 MARIBEL LUGO	60.00	
08/06/10	MPG	10-03786	GATE REPAIRS GARAGE B	01424 Z'S IRON WORKS	200.00	
08/06/10	MPG	10-03790	BUS WASH HPU	00002 ACADEMY EXPRESS LLC	40.00	
08/06/10	MPG	10-03793	ELEV INSP-HPU	01156 CITY OF HOBOKEN - CONST CODE	1,134.00	
08/06/10	MPG	10-03796	DRUM KIT 7/4/10	01257 THE DRUM DEN, LLC	100.00	
08/06/10	MPG	11-00003	7-12/10 INTEREST	07283 BANK OF NEW YORK MELLON	297.08	
08/06/10	MPG	11-00010	7-12/10 GASOLINE	05470 EXXONMOBIL FLEET/GECC	29,404.97	
08/06/10	MPG	11-00115	REIMBURSEMENT, PART B MEDICARE	07958 DONNA L. FERRANTE	1,156.80	
08/06/10	MPG	11-00118	REIMBURSEMENT, PART B MEDICARE	01108 JOANN SERRANO	1,156.80	
08/06/10	MPG	11-00119	REIMBURSEMENT, PART B MEDICARE	01261 JOHN J. DELLA FAVE	1,927.00	
08/06/10	MPG	11-00120	REIMBURSEMENT, PART B MEDICARE	01262 MARION R. CICALA	2,930.80	
08/06/10	MPG	11-00121	REIMBURSEMENT, PART B MEDICARE	04544 MINNIE A. CHEEKS	1,156.80	
08/06/10	MPG	11-00122	REIMBURSEMENT, PART B MEDICARE	06003 PATRICK FERRANTE	1,156.80	
08/06/10	MPG	11-00242	REIMBURSEMENT, PART B MEDICARE	08442 JAMES F. MANCUSO	1,503.60	
08/06/10	MPG	11-00244	REIMBURSEMENT, PART B MEDICARE	04577 MARION HOCHSTADTER	1,144.80	

08/06/10
10:40:29

CITY OF HOBOKEN
Received P.O. Batch Listing By P.O. Number

Page No: 4

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
					Total for Batch: MPG	216,026.56
				Total for Date: 08/06/10	Total for All Batches:	216,026.56

	Batch Id	Batch Total
Total for Batch:	JMW	157,899.47
Total for Batch:	MEM	1,129,967.66
Total for Batch:	MPG	216,026.56
Total of All Batches:		=====
		1,503,893.69

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

08-Jul-10	TO	21-Jul-10	Paydate	7/28/2010	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	1-01-20-105	9,090.00	0.00	0.00	9,090.00
MAYOR'S OFFICE	1-01-20-110	9,139.74	0.00	213.47	9,353.21
CITY COUNCIL	1-01-20-111	8,445.46	0.00	0.00	8,445.46
BUS ADMINISTRATOR	1-01-20-112	10,873.23	0.00	0.00	10,873.23
ABC BOARD	1-01-20-113	0.00	0.00	153.85	153.85
PURCHASING	1-01-20-114	9,756.87	0.00	0.00	9,756.87
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,798.15	333.72	5,582.16	20,714.03
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	23,642.24	0.00	0.00	23,642.24
ACCOUNTS/CONTROL	1-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	1-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	1-01-20-145	9,739.04	0.00	0.00	9,739.04
ASSESSOR'S OFFICE	1-01-20-150	13,362.54	0.00	0.00	13,362.54
CORPORATE COUNSEL	1-01-20-155	8,334.38	0.00	4,749.94	13,084.32
COMMUNITY DEVELOPMENT	1-01-20-160	6,250.08	0.00	0.00	6,250.08
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	4,616.73	332.64	0.00	4,949.37
INFORMATION TECHNOLOGY	1-01-20-147	4,183.92	806.90	0.00	4,990.82
ZONING OFFICER	1-01-21-186	4,746.88	0.00	0.00	4,746.88
HOUSING INSPECTION	1-01-21-187	5,376.92	240.00	0.00	5,616.92
CONSTRUCTION CODE	1-01-22-195	28,044.46	0.00	0.00	28,044.46
POLICE DIVISION	1-01-25-241	541,076.41	10,885.03	1,040.58	553,002.02
CROSSING GUARDS	1-01-25-241	4,608.93	0.00	0.00	4,608.93
EMERGENCY MANAGEMENT	1-01-25-252	307.69	0.00	1,838.00	2,145.69

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	1-01-25-266	449,238.07	0.00	2,000.00	451,238.07
STREETS AND ROADS	1-01-26-291-011	25,322.01	3,937.62	0.00	29,259.63
ENV SRVCS DIR OFFICE	1-01-26-290	9,937.15	0.00	0.00	9,937.15
RECREATION SEASONAL EMP	1-0128370016	1,590.00	0.00	0.00	1,590.00
CENTRAL GARAGE	1-01-26-301	8,756.23	1,459.92	0.00	10,216.15
SANITATION	1-01-26-305	24,407.52	3,158.91	0.00	27,566.43
LICENSING DIVISION	1-01-20-115-011	6,009.84	75.74	0.00	6,085.58
HUMAN SRVCS DIR OFFICE	1-01-27-330	8,943.22	0.00	0.00	8,943.22
BOARD OF HEALTH	1-01-27-332	20,835.52	0.00	0.00	20,835.52
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	17,393.82	155.00	0.00	17,548.82
RENT STABILIZATION	1-01-27-347	7,214.42	0.00	0.00	7,214.42
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	15,536.35	0.00	0.00	15,536.35
PARKS	1-01-28-375	19,723.22	3,164.93	3,352.70	26,240.85
PUBLIC PROPERTY	1-01-28-377	27,980.92	1,319.72	0.00	29,300.64
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	2,600.38	0.00	0.00	2,600.38
MUNICIPAL COURT	1-01-43-490	38,545.31	0.00	0.00	38,545.31
PARKING UTILITY	1-31-55-501-101	73,811.10	10,542.77	2,227.50	86,581.37
MUN COURT OVERTIME	T-0340000-037	0.00	2,250.77	0.00	2,250.77
HINI OVERTIME	G-02-41-200H1N1	0.00	0.00	0.00	0.00
POLICE GRANT	09-4601-07	0.00	0.00	0.00	0.00
SUMMER LUNCH PROGRAM	G02-44-701379	2418.5	0	0	2418.5
CULTURAL AFFAIRS	1-01-271-760-11	2,750.00	823.02	0.00	3,573.02
		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00	48,230.40	48,230.40
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	20,967.50	20,967.50
RESERVE FOR POAA	T-03-40-000-032	0.00	482.09	0.00	482.09
GRANT G-02-44-701-362	T-13-10-000-000	3,063.50	0.00	0.00	3,063.50
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0	0	19,090.00	19,090.00
GRAND TOTAL		1,482,470.75	39,968.78	109,446.10	1,631,885.63
					1,631,885.63

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION NAMING THE CORNER OF FIFTH AND ADAMS STREET
"GUSTOSO'S BREAD WAY" AS A TRIBUTE TO THE GUSTOSO FAMILY
FOR SERVING HOBOKEN RESIDENTS FOR OVER SEVENTY YEARS**

WHEREAS, The City of Hoboken honors institutions, businesses and residents who have brought fame and positive attention to the "Mile Square City" and who have positively impacted the lives of others; and

WHEREAS, **Gustoso's Bread** was founded on Fifth Street between Adams and Jefferson Streets over 75 years ago by Salvatore Gustoso who was born in 1892 and immigrated to America from Italy as a young man and started his business; and

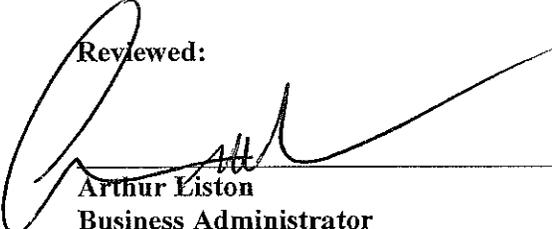
WHEREAS, **Gustoso's Bread** grew in popularity with all Hoboken residents and celebrities alike. Frank Sinatra, Jimmy Roselli, Paul Sorvino were some of the few celebrities sighted at Gustoso's Bread; and

WHEREAS, the bakers included over the years, Salvatore's son, Lewis "Sonny" Gustoso, his daughter, Nancy "Babe" Gustoso. Later in years Sonny's wife and oldest son, Salvatore, took over the baking and again his son, Jerry after him; and

WHEREAS, Gustoso's Bread was a small family business for many years in the neighborhood and served residents for over seventy five years; and

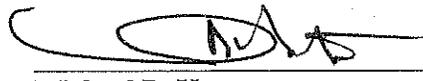
NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken does hereby declare that the corner of Fifth Street between Adams and Jefferson Streets be named "Gustoso's Bread Way" to honor the **Gustoso family** as our entire community salutes their business for serving Hoboken residents for over seventy five years.

Reviewed:



Arthur Liston
Business Administrator

Approved as to Form:



Michael B. Kates
Corporation Counsel

Meeting: August 11, 2010

INTRODUCED BY: _____

SECONDED BY: _____

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

**APPOINTING STUART ROSEN AS
BOARD MEMBER TO THE HOBOKEN ALCOHOL BEVERAGE
CONTROL BOARD FOR A THREE YEAR TERM TO EXPIRE ON
JUNE 30, 2013**

WHEREAS, N.J.S.A. 33:1-1 et seq., and Chapter 9 of the Code of the City of Hoboken establishes the City's Alcohol Beverage Control Board; and

WHEREAS, N.J.S.A. 33:1-5 and Section 9-2 of the Code of the City of Hoboken provide for appointment of Hoboken Alcohol Beverage Control Board Members by the Mayor, subject to Governing Body advice and consent; and

WHEREAS, the term of one Board Member expired on June 30, 2010, and a new Board Member is needed to fill the current three (3) year term which began July 1, 2010 and expires on June 30, 2013; and

WHEREAS, the Mayor has proposed Stuart Rosen for appointment to the Board of Alcohol Beverage Control, and the Governing Body agrees that Stuart Rosen should serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents and authorizes the appointment of Stuart Rosen as a Hoboken Alcohol Beverage Control Board Member, effective immediately, to fill the term beginning July 1, 2010 and expiring June 30, 2013, pursuant to §9-2 of the Code of the City of Hoboken and N.J.S.A. 33:1-5; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Hoboken Alcohol Beverage Control Board Secretary expeditiously.

REVIEWED:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Michael B. Kates, Esq.
Corporation Counsel

Dated: August 11, 2010

Introduced by: _____

Seconded by: _____

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

**RESOLUTION APPROVING A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF WEEHAWKEN
FOR SHARED GARAGING OF PUBLIC WORKS
VEHICLES AND STORAGE OF PUBLIC WORKS PARTS**

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes any local governmental unit to enter into a contract with any other local governmental unit to provide for shared services that any party to such agreement is empowered to render within its own jurisdiction; and

WHEREAS, the **City of Hoboken** and the **Township of Weehawken** have agreed, pursuant to a Memorandum of Understanding (annexed hereto as **Exhibit A**), to share in the garaging of Public Works vehicles and storage of parts in conjunction with the Public Works operations of both municipalities at a mutually accommodating premises located at 1714-1716 Willow Avenue in Hoboken, New Jersey; and

WHEREAS, such services, and the sharing of such services fall within the definitions enumerated in the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-3, and promote the purposes of the Act, N.J.S.A. 40A:65-2; and

WHEREAS, it is the desire of the Council of the City of Hoboken to authorize the terms of the Memorandum of Understanding, and to direct the formation of a formal executed contract expressing said terms;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Hoboken, County of Hudson, State of New Jersey, that the Mayor and City Clerk be and are hereby authorized to execute a formal contract, in compliance with N.J.S.A. 40A:65-7, expressing mutually agreeable terms, as found in the Memorandum of Understanding; and

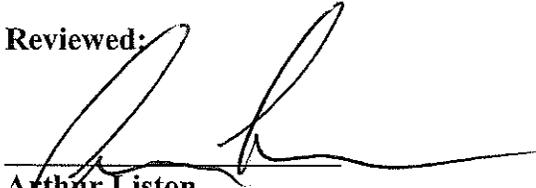
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to take any other actions necessary to complete and realize the intent and purpose of this resolution; and

BE IT FURTHER RESOLVED that the City Clerk maintain a copy of the Memorandum of Understanding and the subsequent executed contract at the Office of the City Clerk for viewing by the public; and

BE IT FURTHER RESOLVED that the City Clerk forward certified copies of this resolution, the Memorandum of Understanding, and the executed contract to the Division of Local Government Services in the Department of Community Affairs for informational purposes, pursuant to N.J.S.A. 40A:65-4(b).

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

Reviewed:



Arthur Liston
Business Administrator

Approved as to form:



Michael B. Kates
Corporation Counsel

Date of Meeting: August 11, 2010

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is by and between the CITY OF HOBOKEN (“Hoboken”), a municipal corporation of the State of New Jersey, with municipal offices at 94 Washington Street, Hoboken, New Jersey 07030 and the TOWNSHIP OF WEEHAWKEN (“Weehawken”), a municipal corporation of the State of New Jersey, with municipal offices at 400 Park Avenue, Weehawken, New Jersey 07086.

WITNESSETH:

WHEREAS, the parties are interested in meeting their space needs by finding a convenient location for shared garaging of vehicles and storage of parts in conjunction with the respective operations of their public works programs and facilities; and

WHEREAS, an opportunity has presented itself that may lead to site control of a property in close proximity to the shared boundaries of the parties (Hoboken north and Weehawken south); and

WHEREAS, the parties wish to explore shared services under N.J.S.A. 40A:65-1 et seq.; it is

AGREED as follows:

1. **Scope of Services.** The parties shall share in the utilization of storage services being provided by Willow Avenue Enterprises, LLC at the premises known as 1714-16 Willow Avenue in Hoboken, New Jersey. Hoboken has entered into a “Contract for Storage Services” (“Contract”) with Willow Avenue Enterprises, LLC, (Attached as Schedule A), which permits Hoboken to share its rights under the agreement with another municipality pursuant to

a shared services agreement. This MOU is intended to constitute the terms of the shared services agreement, recognizing that a more formal and comprehensive shared services agreement, as well as approval by the State of New Jersey, will be required to comply with N.J.S.A. 40A:65-1 et seq.

- There will be no garbage stored at the location
- The Agreement shall be for the storage of public works equipment and parts. The storage agreement allows for salt storage only at a designated portion of the location.
- The City of Hoboken agrees to use only those routes described more fully herein, so that the impact to Weehawken residents is minimized. The ingress shall be through the Park Avenue marginal road, the egress shall be through the Willow Avenue marginal road, and access onto Clinton Street shall be allowed only for emergency purposes.

2. **Apportionment and Costs.** Weehawken and Hoboken shall determine their respective space needs and the facilities shall be apportioned accordingly. The Contract requires a monthly payment of Fifteen Thousand (\$15,000.00) Dollars plus utilities. The total cost and utilities shall be apportioned between the parties based on the square footage of storage space utilized by each party.

3. **Term.** The initial term of this MOU is sixty (60) days, to commence on August 1, 2010.

- The Contract also affords Hoboken an initial option to extend under the Contract on a month-to-month basis for a period not to exceed One Hundred Eighty (180) days. If so exercised by Hoboken, the term of this MOU may be extended with the concurrence of Weehawken on a month-to-month basis for a period not to exceed One Hundred Eighty (180) days.
- The Contract also affords Hoboken an additional option to extend under the Contract on a month-to-month basis for a period not to exceed another One Hundred Eighty (180) days. If so exercised by Hoboken, the term of this MOU may be extended with the concurrence of Weehawken on a

month-to-month basis for a period not to exceed One Hundred Eighty (180) days.

- All rights of extension and termination under the Contract are the sole rights of Hoboken. Weehawken shall have no right to require Hoboken to extend the Contract, nor shall Weehawken have any right to require Hoboken to continue the Contract in the event Hoboken acts on its right to terminate the Contract. Weehawken shall have no claim for loss, damages, fees or costs as a result of Hoboken acting on its right to terminate or decline extension of the Contract. Hoboken shall provide Weehawken thirty (30) days written notice of any decision to terminate and/or extend the Contract. Weehawken shall provide Hoboken with thirty (30) days written notice of any decision to terminate this MOU. Hoboken shall have no claim for loss, damages, fees or costs as a result of Weehawken acting on its right to terminate upon proper notice.
4. **Insurance.** Weehawken agrees to maintain its own casualty insurance to protect its property from loss and/or theft, as well as liability insurance to insure against claims by its employees, agents or invitees accessing the facility. Neither party intends to indemnify the other from its own negligence or failure to perform in accordance with the Contract or this MOU.
 5. **Conditions.** Weehawken acknowledges receipt of the Contract and agrees to comply with the terms of Paragraph 3 “Conditions of Use” and Paragraph 4 “Hazardous materials indemnification” of said Contract. In the event Weehawken fails to comply with the above referenced terms, Weehawken shall indemnify Hoboken for any damages resulting from Weehawken’s noncompliance. In the event Hoboken fails to comply with the above referenced terms, Hoboken shall indemnify Weehawken for any damages resulting from Hoboken’s noncompliance.
 6. **Assignment.** Weehawken’s rights under this MOU are not assignable without the prior written consent of Hoboken.

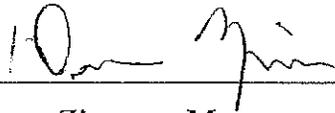
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding for Shared Services to be duly executed as of the 27 day of July in the year 2010.

CITY OF WEEHAWKEN

By: 

Richard F. Turner, Mayor

CITY OF HOBOKEN

By: 

Dawn Zimmer, Mayor

Schedule A

CONTRACT FOR STORAGE SERVICES

AGREEMENT by and between the City of Hoboken, located at 94 Washington Street, Hoboken, New Jersey and Willow Avenue Enterprises, LLC. d/b/a AFS Equities, LLC, with its principal place of business at 18 Garden Court, Staten Island, NY 10304; and

WHEREAS, the City of Hoboken requires storage services for vehicles and parts related to the operations of the Department of Environmental Services, coincident with the closure and sale of its DPW site on or about August 1, 2010; and

WHEREAS, Willow Avenue Enterprises, LLC. is prepared to offer these services; and

WHEREAS, the cost of contracting said services is under the bid threshold of Thirty-Six Thousand (\$36,000) Dollars, and will not exceed said threshold as it is being limited to a period of sixty (60) days;

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. Scope of Services. Willow Avenue Enterprises, LLC. covenants and agrees to make available to the City that portion of its storage facility located at 1714-16 Willow Avenue, Hoboken, NJ as is delineated on Schedule "A" annexed; said facility and services to commence on July 26, 2010 and to extend to and through September 26, 2010. It is agreed that the City will confine its storage to paved and concrete services.

2. Consideration. The City shall pay to AFS Equities, LLC the sum of Fifteen Thousand (\$15,000) Dollars per month. In addition, the City shall pay for its proportionate part of electric service (measured by its square footage apportioned as against other users); and 100% of all other utilities (sewer and water), as the City's consumption will be 100% or nearly 100% of those utilities.

3. Conditions of use. The City recognizes that some of the storage space, which is separately partitioned, is used by a separate entity and not available to the City. It is demarcated on Schedule "A". The City and that entity shall have separate and independent access.

4. Hazardous materials indemnification.

- a) The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (a) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation, and Liability Act, (b) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (c) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (d) is in any way regulated as a hazardous material or toxic substance under the laws of the state wherein the storage facility is located.
- b) The City agrees not to store hazardous materials on or in the storage site.
- c) Willow Avenue Enterprises, LLC. waives any claims against the City for any unintentional and normal discharges of hazardous materials on the storage site for the first sixty (60) days of storage. Thereafter, if the City elects to extend its term, it will install an impervious membrane and concrete cap to protect the storage area, at its expense.
- d) Willow Avenue Enterprises, LLC. further agrees to indemnify and hold the City harmless from all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in

any way relating to the existence of any hazardous materials placed on, in or under the storage site by any person or entity other than the City or any person or entity acting for, by or through Willow Avenue Enterprises, LLC. or with Willow Avenue Enterprises' permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs, penalties, fines and disbursements (including, without limitation, attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by the City arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the storage site; and/or (iii) from the presence or existence of hazardous materials on, in or near the storage site, including all consequential damages.

5. **Insurance.** The City agrees to maintain its own casualty insurance to protect its property from loss and/or theft, as well as liability insurance to insure against claims by City employees or City agents and invitees accessing the storage facility. Nothing herein contained is intended to indemnify **Willow Avenue Enterprises, LLC.** from its own negligence or failure to perform under this Agreement.

6. **Option to Extend Storage Period.** Both the City and Willow Avenue Enterprises, LLC shall have an initial option to extend the storage period on a month-to-month basis for the above-stated consideration and for period not to exceed one-hundred eighty (180) days. Both the City and Willow Avenue Enterprises, LLC shall have a second option to extend the storage period on a month-to-month bases for the above-stated consideration for a period not to exceed one-hundred eighty (180) days. Both options are subject to compliance with laws governing the contractual commitments of a municipal corporation. Further, it shall be assumed that the storage period has been extended unless either party gives notice to the other no less than thirty (30) days prior to the expiration of any monthly period.

7. Assignment. This Agreement may not be assigned by the City without the written consent of the Willow Avenue Enterprises, LLC, except that the City may share its rights under this contract with another municipal corporation under a separate shared services agreement.

8. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

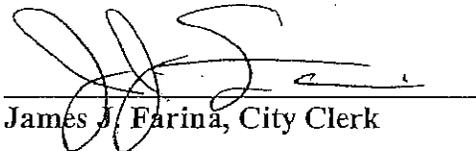
9. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

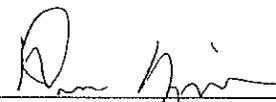
IN WITNESS WHEREOF, the parties have executed this Agreement on this 21st day of July, 2010.

Attest:

7-23-10

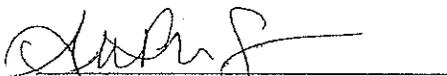
CITY OF HOBOKEN

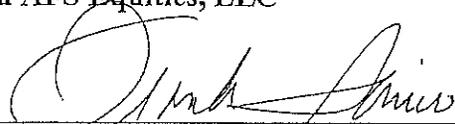

James J. Farina, City Clerk

By: 
Dawn Zimmer, Mayor

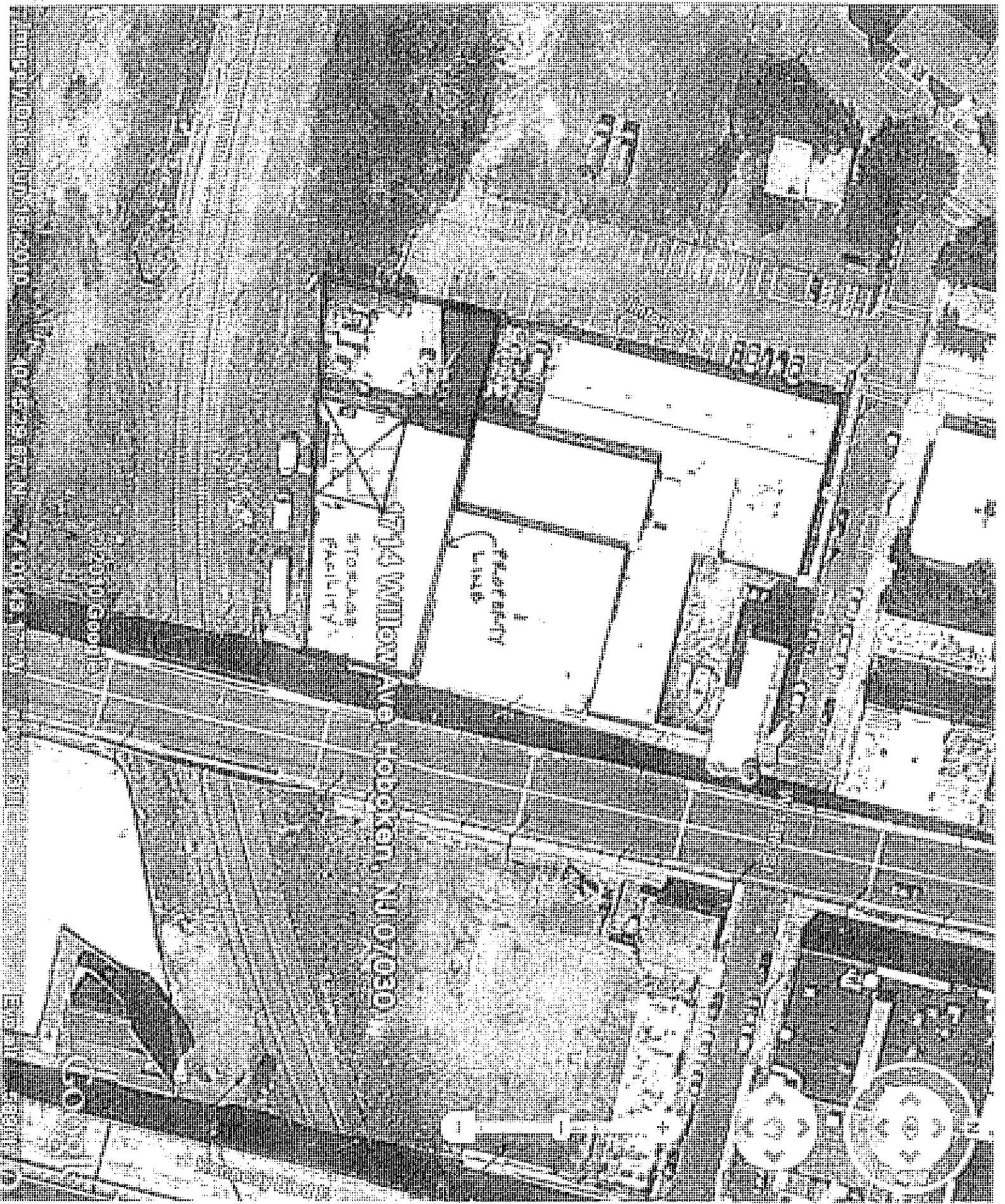
Attest:

WILLOW AVENUE ENTERPRISES, LLC.
d/b/a AFS Equities, LLC


Attorney-At-Law
State of NJ.

By: 
Frank Savino, Managing Member

SCHEDULE A



SCHEDULE 'A'

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPOINTING VICTOR A. AFANADOR, ESQ. AS SPECIAL LEGAL
COUNSEL – RENT LEVELING LITIGATION**

WHEREAS, the City of Hoboken requires the services of Special Legal Counsel for to serve as litigation counsel for the Rent Leveling and Stabilization Board for the City of Hoboken; and,

WHEREAS, the City of Hoboken has reviewed the qualifications of Victor A. Afanador, Esq. of the firm Lite DePalma Greenberg, LLC and has determined that this attorney can provide these services for the City of Hoboken in an efficient manner; and,

WHEREAS, this special expertise and knowledge provides a basis for waiving the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), as permitted by the Ordinance; and,

WHEREAS, Victor A. Afanador, Esq. will be required to abide by the “pay-to-play” requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken does hereby authorize a contract between the City of Hoboken and:

**Victor A. Afanador, Esq.
LDG Attorneys at Law
Lite DePalma Greenberg, LLC
Two Gateway Center, 12th Floor
Newark, NJ 07102**

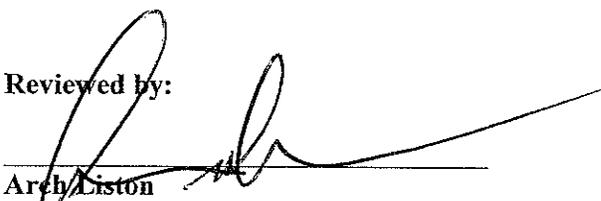
BE IT FURTHER RESOLVED that this firm shall be paid an hourly rate of \$150.00 per hour based on actual time and expenses; and, in the amount not to exceed Fifty Thousand (\$50,000.00) Dollars for these services; and

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

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

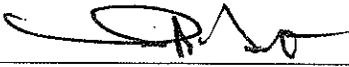
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Reviewed by:



Arch Liston
Business Administrator

Approved as to Form:



Michael B. Kates
Corporation Counsel

Meeting Date: August 11, 2010

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$50,000.00 is available in the following appropriations:

Rent Leveling Other Expenses (0-01-27-347-021). These funds will be available only after the TY 2010 budget is adopted, than sufficient funds to meet the contractual commitment providing for:

Rent Leveling Other Expense

and awarded to the following vendor:

Victor A. Afanador, Esq.
LDG Attorneys at Law
Lite DePalma Greenberg, LLC
Two Gateway Center 12th Floor
Newark, NJ 07102

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available in the TY 2010 adopted budget for this purpose.


Chief Financial Officer

Date: 8/3/2010

Meeting August 11, 2010



LITE DEPALMA
GREENBERG, LLC

Newark • Chicago

TWO GATEWAY CENTER, 12TH FLOOR
NEWARK, NJ 07102

TEL: 973.623.3000
FAX: 973.623.0858
www.litedepalma.com

June 29, 2010

VIA E-MAIL DELIVERY

Michael B. Kates, Esq.
Corporation Counsel
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

**Re: QUALIFICATION STATEMENT FOR SPECIAL COUNSEL SERVICES
HOBOKEN PREROGATIVE WRITE RENT LEVELING COUNSEL**

Dear Mr. Kates:

This correspondence shall serve as the qualification statement for Lite DePalma Greenberg, LLC to be appointed special outside legal counsel to the City of Hoboken. This firm has specialized experience in handling matters on behalf of Municipal Corporations, specifically: General Counsel Services, Prerogative Writs, Civil Rights Cases, Employment Discrimination matters, Special Litigation matters, Redevelopment/Eminent Domain matters, General Liability and Personal Injury matters before the Office of Administrative Law, the Federal and State Courts. During the past five years this firm has litigated hundreds of Civil Rights, Employment Discrimination, Specialized Litigation, General Liability, and Personal Injury matters on behalf of: the City of Paterson, the City of Newark, and the Newark Public Schools. Our firm is very familiar with all civil rights and other defenses applicable to governmental entities. In addition to these entities, the firm has provided legal services for the cities of: Belleville, Plainfield, Perth Amboy, Clifton, and Linden. Moreover, the undersigned even served as deputy corporation counsel for the City of Perth Amboy and can address the multitude of legal issues involved in counseling the City of Hoboken.

Lite DePalma Greenberg, LLC

Lite DePalma Greenberg, LLC is a general practice law firm located in Newark, New Jersey for the past twenty-five years with a strong emphasis on litigation. It has existed under its current name since 2010 as a result of one of the formerly named partners being appointed to the Superior Court bench. The firm specializes in Commercial and Complex Litigation including Municipal Tort Liability Defense, Police Related State and Federal Civil Rights Defense, Employment Litigation Defense, Condemnation & Redevelopment Law, Intellectual Property, Zoning, Land Use and other Real Estate Litigation, Class Actions, White Collar Criminal Defense, and other trial and appellate work. The firm is currently comprised of seven partners (one minority partner and two women partners), six associates (five minority associates/four women), and one Of Counsel attorney (woman). All attorneys are currently licensed to practice law in the State of New Jersey. The firm has not had any judgments or has been adjudicated liable for professional malpractice within the last ten years nor has been the subject of any State



Michael Kates, Esq., Corporation Counsel
Hoboken City Hall
Page 2 of 4

or Federal investigations. The limits of malpractice insurance coverage for the firm is \$2,000,000.00 in the aggregate. The firm has not been involved in any bankruptcy or reorganization proceedings within the last ten years. Upon information and belief the firm has not been involved in any cases on behalf of or against the City of Hoboken within the last ten years.

By way of further supplementation, we have enclosed the firm biography with individual attorney profiles, which include more detailed profiles for the attorneys that would be working on as Special Litigation Counsel for the City of Hoboken. Please be advised that the undersigned and associates: Mayling C. Blanco, Esq., Susana Cruz Hodge, Esq., Jason E. Macias, Esq., and Michael Rosas, Esq. will be responsible for handling the majority of legal work required of the City of Hoboken. The firm is willing to negotiate competitive rates and retainer arrangements with the City but normally uses a blended attorney rate structure in the range of \$150-\$175 for municipal matters.

The firm of Lite DePalma Greenberg, LLC has extensive experience in both the State and Federal Court Systems of New Jersey. The undersigned has tried many cases in both Federal and State Court and supervises all the litigation on behalf of the City of Newark, the City of Paterson, and the Newark Public Schools. Additionally, I have negotiated a number of favorable settlements on behalf of the firm's municipal clients. I have developed good working relationships with corporation counsel for our clients and appreciate the issues corporation counsel must address. Moreover, as a former deputy corporation counsel, I understand how to provide counsel to elected and non-elected municipal officials and handle the day to day tasks that are necessary to run a municipality.

The firm's major public sector clients include: the City of Paterson (specializing in Police Excessive Force and 42 U.S.C. §1983 defense litigation in State and Federal Court, New Jersey Tort Claims Act defense litigation for tort related lawsuits, and Civil Rights Employment Discrimination Litigation); the City of Newark (specializing in Redevelopment Law/Condemnation matters, Police Excessive Force and 42 U.S.C. §1983 defense litigation in State and Federal Court, New Jersey Tort Claims Act defense litigation for tort related lawsuits, and Civil Rights Employment Discrimination Litigation); the City of Perth Amboy (Condemnation Matters, Redevelopment Law Litigation and Appellate Practice before the New Jersey Superior Court Appellate Division, and General Litigation Matters); the Newark Public Schools (Title 59 Litigation Defense); the State of New Jersey Department of Treasury, Division of Investment (Lead Counsel for the State of New Jersey in various national securities class actions in which the State is court appointed lead plaintiff). In addition, we have previously represented the Township of East Greenwich (Glouster County) (Land Use Litigation); Township of Warren (Somerset County) (Special Land Use Counsel); City of Plainfield (Union County) (Internal Investigation); and the West Orange Board of Adjustment (Essex County) (Land Use Litigation). This is in addition to the experience the members of the firm have had as corporation counsel and deputy corporation counsel for the City of Perth Amboy.

The firm's major private sector clients currently include: Genesis Health Ventures & Care One, LLC (Health Care Collection Litigation); Teva Pharmaceuticals USA, Inc.



Michael Kates, Esq., Corporation Counsel
Hoboken City Hall
Page 3 of 4

(Intellectual Property Litigation); Honeywell International, Inc. (Intellectual Property Litigation); Select Comfort Corporation (General Litigation); Prevost Car (U.S.) (General Litigation and Real Estate Matters); Echevarria Industries Inc. (Land Use, Real Estate, and General Litigation Matters); K. Hovnanian Companies of New Jersey, Inc. (Land Use Zoning and Planning); Daybreak Express Inc. (General Litigation and Real Estate Matters); Mi Casa Es Su Casa, Inc. (General Litigation and General Counseling); and First Residential Mortgage (General Litigation and General Counseling).

The firm's litigation practice has included a substantial number of Condemnation, Prerogative Writ, and Municipal defense matters for the City of Newark, City of Perth Amboy, and the City of Paterson. This practice area also includes many complex matters in the New Jersey Federal and State Courts, including Commercial, Class Action, Intellectual Property, and other General Litigation matters. A more detailed breakdown of specific experience by individual attorneys in the firm is provided in the enclosed June 2010 firm biography. Further, I have also my resume for your review.

As you can see, Lite DePalma Greenberg, LLC is exceptionally qualified with seasoned attorneys while being strongly committed to diversity as evidenced by its minority and women lawyer presence. Moreover, we have significant experience and relationships with municipal corporations and welcome the opportunity to serve as Special Litigation Counsel in a number of areas for the City of Hoboken.

References

Please feel free to contact the following individuals as references for Lite DePalma Greenberg, LLC's ability to represent municipal clients:

Perry L. Lattiboudere, Esq.
(Former General Counsel
Newark Public Schools)
Adam Stern Gutierrez & Lattiboudere
1037 Raymond Boulevard
Suite 710
Newark, New Jersey 07102
(973) 735-2742

Susan Champion, Esq.
Corporation Counsel for the City of Paterson
City Hall, Department of Law
155 Market Street
Paterson, New Jersey 07505
(973) 321-1366



Michael Kates, Esq., Corporation Counsel
Hoboken City Hall
Page 4 of 4

Marilyn Collichio
Cannon Cochran Management Services Incorporated
Claims Analyst
3535 Route 66
Building 6
Neptune, NJ 07753
(732) 918-9111

Julien X. Neals, Esq.
Corporation Counsel for the City of Newark
City Hall
920 Broad Street
Newark, New Jersey 07102
(973) 733-3880

Elaine M. Jasko, City Clerk
City of Perth Amboy
260 High Street
Perth Amboy, NJ 08861
(732) 826-0290

Closing Statement

This firm has significant experience in handling matters for other municipal clients and this added experience would make us an excellent firm to have on your legal defense team. Please be advised that at the time of the issuance of this letter neither the firm nor any individual assigned to this engagement is disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

Please feel free to contact me to advise as to whether any further steps are necessary to be considered as outside counsel for the City of Hoboken. If awarded the contract this firm will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract at the rate agreed to therein. We look forward to hearing from you.

Very truly yours,

Victor A. Afanador
Partner on behalf of
LITE DEPALMA GREENBERG, LLC

VAA:st
Encls.

VICTOR A. AFANADOR

17 Cheryl Lane, Roseland, New Jersey 07068 • (973) 623-3000 • e-mail: vafanador@litedepalma.com

EXPERIENCE

LITE DEPALMA GREENBERG, LLC, Newark, NJ

Partner - January 2008 - present

Associate - November 2001 to December 2007

Practice law through a varied caseload comprised of municipal tort liability defense, municipal law against discrimination defense, police related state and federal civil rights defense, condemnation & redevelopment law, commercial litigation, criminal law, health care collection and complex litigation; participated in an internal corporate investigation by interviewing spanish-speaking employees and by preparing an investigation report for the Court as part of the firm's responsibilities as Class Administrator for an employment discrimination action. Significant litigation experience before the Federal District Court for the District of New Jersey. Significant bench and jury trial experience before the Superior Court of New Jersey Law Division, Special Civil Part, Office of Administrative Law, and Municipal Court. Significant Appellate Court Experience in arguing the reported opinions: Deegan v. Perth Amboy Redevelopment Agency, et al., 374 N.J. Super. 80 (App. Div. 2005) and ERECT v. City of Perth Amboy, 381 N.J. Super. 268 (App. Div. 2005).

Deputy Director of Law for the City of Perth Amboy - September 1999 to May 2005

Counsel the Mayor, the City Council, and other department directors on legal matters; prepare and revise ordinances and resolutions; prepare, draft and review as to form all legal documents to which the City is a party; supervise and direct the work of all special counsel retained to perform legal services for the City; investigate and prosecute disciplinary proceedings against employees of the City; prepare and defend all actions of the City before the Division of Alcoholic Beverage Control with respect to liquor license violations; attend City Council Caucus and Council Meetings.

ROGUT McCARTHY PC, Cranford, NJ

Associate - September 1999 to November 2001

Practiced law through a diverse caseload comprised of commercial litigation, insurance defense, municipal law, criminal law, worker's compensation, zoning law, and administrative law. Conducted and defended depositions, argued motions, and attended status conferences before the Superior Court of New Jersey Civil, Criminal, and Special Civil divisions. Conducted trials before the Superior Court of New Jersey Special Civil Part, the New Jersey Office of Administrative Law, and various Municipal Courts of the State of New Jersey. Attended settlement conferences, civil arbitrations and union arbitration hearings.

Municipal Public Defender for the Borough of North Plainfield and the City of Rahway - September 1999 to November 2001

Represented indigent defendants in disorderly persons offenses, traffic violations, and neighborhood disputes.

SUPERIOR COURT OF NEW JERSEY, New Brunswick, NJ

Judicial Law Clerk to The Honorable Mathias Rodriguez &

The Honorable Frederick DeVesa - September 1998 to August 1999

Researched and drafted legal memoranda and opinions; analyzed pre-trial intervention appeals, criminal case motions, municipal appeals, and motions for post-conviction relief; responsibilities also included serving as a Special-Civil Court Mediator.

THE CENTER FOR SOCIAL JUSTICE, Seton Hall University School of Law, Newark, NJ

Juvenile Justice Clinic

September 1997 to May 1998

Represented juvenile clients at detention hearings, status conferences, and pleadings.

NEW YORK COUNTY DISTRICT ATTORNEY'S OFFICE, New York, NY

Summer Intern

June 1997 to August 1997

Prepared criminal cases for trial, conducted legal research, drafted motions and legal briefs, and participated in witness interviews.

RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, Morristown, NJ

Law Clerk/Paralegal

May 1996 to August 1996

Performed legal research and implemented a computer litigation support system through the analysis of bank documents, agreements, and correspondence.

EDUCATION

SETON HALL UNIVERSITY SCHOOL OF LAW, Newark, NJ

J.D., May 1998, Faculty Approved Concentration in Criminal Law and Procedure

Cumulative GPA: 3.39 (Top 20%)

Honors: 1998 National Hispanic Bar Association Moot Court Competition, *Quarter-finalists*

1997 National Criminal Procedure Moot Court Competition, *Best Respondent Brief; Third Place Overall*

DREW UNIVERSITY, Madison, NJ

B.A., May 1995, Dual Major in Political Science and Theater Arts

BAR ADMISSIONS

State of New Jersey, 1999

Federal District Court of New Jersey, 1999

State of New York, 1999

LANGUAGES

Native fluency in Spanish (written and oral)

BAR ASSOCIATIONS

New Jersey State Bar Association

The Association of the Federal Bar of the State of New Jersey

Seton Hall University School of Law Alumni Association

Essex County Bar Association

Hispanic Bar Association of New Jersey

OTHER EXPERIENCE

Leadership Newark Fellowship Program Graduate - Class of 2003

Participant in an intensive two-year fellowship program which focuses on the redevelopment of the City of Newark

Commissioner of the Essex County Utilities Authority - September 2005 to Present

Coached the 2001, 2002, 2003, 2004, 2005, 2006, 2007 & 2008 Seton Hall University School of Law

Interscholastic Moot Court Teams

Semi-finalists in the 2001 University of Wisconsin Evan's National Competition, Fifth Best Brief Overall

Finalists in the 2003 University of Buffalo SUNY National Competition

Quarter Finalists in the 2004 University of Minnesota National Competition

Quarter Finalists in the 2005 University of Wisconsin Evan's National Competition

Manhattan Regional Finalists in the 2006 ABA National Moot Court Competition

Chicago National Finalist in the 2006 ABA National Moot Court Final Competition

Chicago National Final Four Appearance in the 2008 ABA National Moot Court Final Competition

Octofinalists in the 2008 American University Washington College of Law Weschler First Amendment Moot Court Competition

African Globe Theatreworks - 2001 through 2005

Board Member in one of New Jersey's only Professional Theaters devoted to African American Productions

FIRM BIOGRAPHY
LITE DEPALMA GREENBERG, LLC
JUNE 2010

Lite DePalma Greenberg, LLC is a general practice law firm located in Newark, New Jersey. The firm specializes in commercial and complex litigation with a concentration in class action matters in the areas of securities, antitrust, consumer fraud and insurance sales practices. More detail about the firm and its attorneys appear on its Web site, www.litedepalma.com.

MEMBERS OF THE FIRM

The following are brief sketches of the backgrounds of Lite DePalma Greenberg, LLC members:

ALLYN Z. LITE specializes in class action and other complex commercial litigation. He was designated by the Judges of the United States District Court for the District of New Jersey as Clerk of that Court from 1982 to 1986. While in that position, Mr. Lite created the Court's alternative dispute resolution program and served on and was Reporter for the committee that drafted the current Local Rules of the United States District Court for New Jersey. He was a member of the committee that drafted the new Rules of the United States Bankruptcy Court for the District of New Jersey, and participated as one of ten original members of the United States District Court Lawyer's Advisory Committee, on which he served for 11 years.

Mr. Lite is the author of New Jersey Federal Practice Rules (Gann Law Books), a commentary and annotations to the United States District Court's Local Rules, published annually, and cited frequently by the judges of that Court. Among his other publications is his co-authorship, with Bruce D. Greenberg, of the chapter entitled "Class Action Litigation" in New Jersey Federal Civil Procedure (NJLJ Books 1999 and annual supplements).

Mr. Lite has more than 20 years of class action litigation experience. He has served in an active role as Lead, Co-Lead, or Liaison Counsel in over 100 cases, including major securities, derivative, antitrust, consumer fraud, and products liability matters, in New Jersey federal and state courts and in other jurisdictions. In three of those cases, Mr. Lite and LDG were Co-Lead Counsel for the State of New Jersey, Division of Investment, as Lead Plaintiff: Reginald

Newton v. Tenet Healthcare Corp., (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.) (\$216.5 million settlement with one defendant; case ongoing); In re Motorola Securities Litigation; Civ. No. 03-C-287 (N.D. Ill.), reported opinions, 505 F. Supp. 2d 501 (N.D. Ill. 2007), 2004 WL 2032769 (N.D. Ill. Sept. 9, 2004) (\$193 million settlement reached three business days before trial); State of New Jersey and its Division of Investment v. Sprint Corporation, Civil No. 03-2071-JWL (D. Kan.), reported opinions, 2008 WL 191780 (D. Kan. Jan. 23, 2008), 2004 WL 1960130 (D. Kan. Sept. 3, 2004), 314 F. Supp. 2d 1119 (D. Kan. 2004) (class certified; discovery ongoing).

Other significant class action cases in which Mr. Lite has played an active role include In re Bristol-Myers Squibb Securities Litigation, Civil Action No. 00-1190(SRC), District of New Jersey, reported opinions, 2005 WL 2007004 (D.N.J. Aug. 17, 2005), 205 F.R.D. 437 (D.N.J. 2002)(Liaison Counsel) (\$185 million settlement after defeating defendants' summary judgment motion and motions to exclude expert testimony); In re Electrical Carbon Products Antitrust Litig., Master File No. 03-2182(JBS), District of New Jersey, 447 F. Supp. 2d 389 (D.N.J. 2006) (Co-Liaison Counsel) (\$21.9 million settlement); In re Nazi Era Cases Against German Defendants Litigation, Civil Action No. 98-4104(WGB), District of New Jersey, 198 F.R.D. 429 (D.N.J. 2000) (Liaison Counsel in 60 actions filed throughout the United States and consolidated in the District of New Jersey; \$5.2 billion settlement); In re Prudential Insurance Company of America Sales Practices Litigation, Master File No. 95-4704 (AMW), District of New Jersey, 962 F. Supp. 450 (D.N.J. 1997), aff'd as to settlement approval, 148 F.3d 283 (3d Cir. 1998) (Liaison Counsel) (settlement worth over \$4 billion); Chin v. Chrysler Corporation, Civil Action No. 95-5569 (JCL), District of New Jersey, 461 F. Supp.2d 279 (D.N.J. 2006) (Co-Lead Counsel) (catalyst for \$53 million in relief to class); Weiss v. Mercedes-Benz of North America, Master File No. 93-96 (JWB), District of New Jersey, 899 F. Supp. 1297 (D.N.J.), aff'd, 66 F.3d 314 (3d Cir. 1995) (\$75 million settlement); Princeton Economics Group, Inc. v. American Telephone and Telegraph Co., Docket No. L-3221-91, Superior Court of New Jersey, Law Division (Mercer County) (Lead Counsel) (\$95 million settlement); Garcia v. General Motors, Docket No. L-4394-95, Superior Court of New Jersey, Law Division, Bergen County (Liaison Counsel) (\$25 million settlement); Angelino v. DaimlerChrysler Corporation, Case No. GIC 765729, Superior Court of California, San Diego Division.

In other areas of his practice in complex litigation, Mr. Lite established and coordinated procedures for the nationwide defense of a major manufacturer of safety products in asbestos litigation, and handled the defense of environmental matters involving discharge of petrochemicals with Federal EPA and the U.S. Coast Guard. Mr. Lite has worked for many years alongside some of the nation's top intellectual property firms, serving as New Jersey counsel in major patent and trademark litigation, particularly in the pharmaceutical industry.

Mr. Lite served on the Lawyers' Advisory Committee for the United States Court of Appeals for the Third Circuit from 1992 through 1994, and as a member of the Third Circuit Task Force on Equal Treatment in the Courts, Gender Commission. He also chaired the United States District Court's Merit Selection Panel to recommend candidates for a newly authorized United States Magistrate position assigned to Newark, New Jersey. In addition to many years of service on the Board of Trustees of the Association of the Federal Bar of New Jersey, Mr. Lite was co-chair for four years of the New Jersey State Bar Association's Class Action Committee.

Mr. Lite was selected as a mediator for the United States District Court pursuant to that Court's plan under the Civil Justice Improvements Act of 1990. As a mediator, Mr. Lite participated in environmental litigation involving the nation's largest Superfund site, and a multi-plaintiff public sector discrimination lawsuit, among others.

Mr. Lite is a 1978 graduate of the Seton Hall University School of Law. He was named as a New Jersey Super Lawyer in the May 2005, May 2006, and May 2007 issues of New Jersey Monthly magazine.

JOSEPH J. DEPALMA, the Firm's Managing Member, has a vast breadth of experience in many types of class action cases involving securities, ERISA, anti-trust, product liability and consumer fraud. Mr. DePalma also handles shareholder derivative litigation, commercial litigation and transactional matters for the firm's corporate clients. He has a Masters Degree in Business Administration.

Recently, Mr. DePalma and LDG have served as Co-Lead Counsel for the State of New Jersey, Division of Investment, as Lead Plaintiff in three prominent class actions which have resulted on significant recoveries: Reginald Newton v. Tenet Healthcare Corp., (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.) (\$216.5 million settlement with one defendant; case ongoing); In re Motorola Securities Litigation; Civ. No. 03-C-287 (N.D. Ill.)

(\$193 million settlement reached three business days before trial); State of New Jersey and its Division of Investment v. Sprint Corporation, Civil No. 03-2071-JWL (D. Kan.) (class certified; discovery ongoing).

Mr. DePalma has also played an active role in obtaining settlements in numerous recognized class actions comprising some of the largest settlements in the nation. Included in such cases are: In re Prudential Ins. Co. of America Sales Practices Litigation, 148 F.3d 283 (3d Cir. 1998) (over \$4 billion paid out in largest insurance sales practices settlement ever) (Liaison Counsel); In re Lucent Technologies Securities Litigation, Civil Action No. 00cv621(AJL) (D.N.J.), reported opinions, 2003 WL 25488395 (D.N.J. Dec. 15 2003), 2002 WL 32815233 (D.N.J. July 16, 2002), 217 F. Supp. 2d 529 (D.N.J. 2002), 2002 WL 32818345 (D.N.J., May 9, 2002), 221 F. Supp. 2d 463 (D.N.J. 2001), 221 F. Supp. 2d 472 (D.N.J. 2001)(approximate \$610 million settlement reached)(Liaison Counsel); Galanti v. Goodyear, Civil Action No. 03-209(SRC)(D.N.J.)(\$300 million product liability settlement)(Liaison Counsel); In re Aremissoft Corp. Securities Litigation, Civil Action No. 01-CV-2486 (JAP) (D.N.J.), reported opinion, 210 F.R.D. 109 (D.N.J. 2002)(over \$250 million recovered to date; case is ongoing)(Liaison Counsel); In re Royal Dutch/Shell Transport Litigation, Civil Action No. 04-1398(JWB)(D.N.J.), reported opinions, 404 F. Supp. 2d 605 (D.N.J. 2005), 380 F. Supp.2d 509 (D.N.J. 2005) (\$90 million ERISA settlement, the largest settlement ever under ERISA) (Liaison Counsel); P. Schoenfeld Asset Management, LLC v. Cendant Corp., Civil Action No. 98-4734(WHW) (\$26 million settlement after precedent-setting decision in same case, Semerenko v. Cendant Corp., 223 F.3d 165 (3d Cir. 2000))(Liaison Counsel); Steiner v. MedQuist, Civil Action No. 04-CV-05487-JBS (D.N.J.), reported opinion, 2006 WL 2827740 (D.N.J. Sept. 29, 2006)(\$7.75 million)(Liaison Counsel); In re Tellium Securities Litigation, No. 02-CV-5878 (FLW) (D.N.J.), reported opinion, 2005 WL 1677467 (D.N.J. June 30, 2005)(\$5.5 million)(Liaison Counsel), and; In re NUI Securities Litigation, Civil Action No. 02-CV-5220 (MLC)(D.N.J.), reported opinion, 314 F. Supp. 2d 388 (D.N.J. 2004) (\$3.5 million)(liaison counsel).

Mr. DePalma's years of experience also include the following major matters: In re Computron Software, Inc. Securities Litigation, Civil Action No. 96-1911 (AJL)(approximate \$15 million settlement) (Liaison Counsel); In re USA Detergents, Inc. Securities Litigation, Master File No. 97-2459 (MTB), District of New Jersey (\$10 million settlement)(Liaison Counsel); In re: The Children's Place Securities Litigation, Master File No. 97-5021 (JCL),

District of New Jersey, reported opinion, 1998 WL 35167284 (D.N.J. Sept. 4, 1998) (\$1.7 million settlement) (Liaison Counsel), and; Arthur Fields, et al. v. Biomatrix, Inc., et al., Civil Action No. 00-CV-3541(WGB), District of New Jersey (\$2.45 million settlement) (Liaison Counsel).

Mr. DePalma has also achieved excellent results for clients in other areas of litigation. Among other things, he won large settlements for a condominium association on construction defect and legal malpractice claims, and has successfully handled securities arbitrations as well.

Mr. DePalma has lectured in the area of real estate law. He has also served as a member of the New Jersey Supreme Court's District Ethics Committee.

Mr. DePalma was named as a New Jersey Super Lawyer in the May 2007 issue of New Jersey Monthly magazine.

BRUCE D. GREENBERG has served as Co-Lead Counsel and Liaison Counsel in major securities, antitrust and consumer fraud class action cases. He also handles sophisticated appellate, commercial and real estate litigation.

A number of Mr. Greenberg's class action cases have resulted in significant settlements. Among his federal court class action successes are a settlement worth more than \$750 million for a nationwide class in Varacallo v. Massachusetts Mutual Life Ins. Co., 226 F.R.D. 207 (D.N.J. 2005)(Co-Lead Counsel), an insurance sales practices case, and partial settlements totaling over \$149.8 million for a nationwide class in the multidistrict litigation captioned In re Insurance Brokerage Antitrust Litigation, MDL No. 1663, Civil Action No. 04-5184(FSH) (District of New Jersey) (Liaison Counsel). His efforts as Co-Lead Counsel for certified classes in the United States District Court for the Western District of Pennsylvania (Zeno v. Ford Motor Co., 238 F.R.D. 173 (W.D. Pa. 2006), and 480 F. Supp. 2d 825 (W.D. Pa. 2007)) and in the Superior Court of New Jersey, led to a four-state settlement that afforded full benefit of the bargain relief to consumers in Pedersen v. Ford Motor Co., No. GIC 821797 (Cal. Super Ct.). Mr. Greenberg was also instrumental in In re Motorola Securities Litigation, Civ. No. 03-C-287 (N.D. Ill.), where LDG, as Co-Lead Counsel, achieved a \$193 million settlement just three business days before trial was to begin, and in Reginald Newton v. Tenet Healthcare Corp., (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.), where LDG, again as Co-Lead Counsel, won a partial settlement for \$216.5 million.

Mr. Greenberg's New Jersey state court class actions include a \$100 million settlement for a nationwide consumer class in Friedman v. Samsung Electronics America, Inc., Docket No. BER-L-7250-01 (Liaison Counsel), a comparably sized settlement for a nationwide consumer class in Summer v. Toshiba America Consumer Products, Inc., Docket No. BER-L-7248-01 (Liaison Counsel), another nationwide consumer class settlement in Barrood v. IBM, Docket No. MER-L-843-98, that afforded class members full benefit of the bargain relief, (Co-Lead Counsel), a settlement for a New Jersey consumer class worth over \$7 million in Delaney v. Enterprise Rent-A-Car Co., Docket No. OCN-L-1160-01 (Co-Lead Counsel), and a \$4.5 million settlement for a New Jersey consumer class in DeLima v. Exxon, Docket No. HUD-L-8969-96 (Co-Lead Counsel).

A 1982 graduate of the Columbia University School of Law, Mr. Greenberg clerked for Justice Daniel J. O'Hern of the Supreme Court of New Jersey for the 1982-83 Term. Before joining the firm, Mr. Greenberg was a partner at Greenbaum Rowe Smith & Davis, LLP, Woodbridge, New Jersey, one of New Jersey's largest law firms.

Mr. Greenberg appears regularly in the appellate courts. He has argued five cases in the Supreme Court of New Jersey, two cases in the Third Circuit Court of Appeals, and several dozen in New Jersey's Appellate Division. Nearly 40 of his cases have been published, including significant cases on class actions, zoning and land use, restrictive employment covenants, real estate brokerage, and other topics.

Among his many other publications, Mr. Greenberg is the author of the chapter entitled "Supreme Court Review" in New Jersey Appellate Practice Handbook (New Jersey ICLE 2005 ed.), and co-author, with Allyn Z. Lite, of the chapter entitled "Class Action Litigation" in New Jersey Federal Civil Procedure (NJLJ Books 1999 and annual supplements). Law review articles that he has written have been cited with approval by the Supreme Court of New Jersey and Appellate Division. Mr. Greenberg has lectured on class actions for both New Jersey and Pennsylvania CLE, and has served as an expert witness on attorneys' fees in class actions. He has also spoken on civil trial preparation, appellate practice and other subjects.

Mr. Greenberg belongs to the New Jersey State Bar Association, and was Chair of the Association's Appellate Practice Committee from 2004-2006. He is also a member of the Land Use Law Section, and Securities Litigation and Regulatory Enforcement Committee. From 1991-2006, Mr. Greenberg was a member of the Supreme Court of New Jersey Committee on

Character. He was also one of the founding members, and a past Chairman, of the New Jersey Law Firm Group, a consortium of major law firms to advance hiring of minority lawyers.

Mr. Greenberg was named as a New Jersey Super Lawyer in the May 2005, May 2006, and May 2007 issues of New Jersey Monthly magazine.

STEPHANIE M. KAY manages the firm's health care practice. She has a background in many areas of litigation, but currently focuses her practice on representing skilled nursing and assisted living facilities in areas such as Medicaid eligibility, elder and guardianship law, and accounts receivable collection. Ms. Kay also represents a number of clients in the federal courts prosecuting violations of the Federal Communications Act. Ms. Kay was involved in the trial and appeal phases of Sgro v. Getty Petroleum Corp., 854 F. Supp. 1164 (D.N.J. 1994), aff'd, 96 F.3d 1434 (3d Cir. 1996), where she successfully represented Getty, and the courts clarified New Jersey law regarding commercial bailment. Ms. Kay has also been involved in representing two municipalities and served as counsel to a small closely held corporation.

MICHAEL E. PATUNAS is an experienced litigator with broad experience in many types of complex civil litigation, including intellectual property, commercial, class action, business torts, negligence, land use and real estate matters. Mr. Patunas has been involved extensively in many substantial litigations in the New Jersey state and federal courts.

Mr. Patunas also has substantial experience in the areas of real estate and land use law, and has assisted many individual and corporate clients in acquiring real estate by lease or purchase and prosecuting applications for development approvals before numerous local boards, as well as the New Jersey Meadowlands Commission. Mr. Patunas has also worked closely with major real estate developers designated as redevelopers of blighted properties by municipalities and the New Jersey Meadowlands Commission. He has served as counsel to the Zoning Board of Adjustment of the Borough of Moonachie.

In the corporate area, Mr. Patunas has assisted clients in forming corporations, limited liability companies and other entities for various purposes, including the acquisition of existing businesses. In this role, he has closed multi-million dollar purchases of such businesses as automobile dealerships and manufacturing operations. Mr. Patunas has also represented corporate clients in drafting shareholder agreements, buy-sell agreements, restrictive covenants

and other documents necessary to the proper functioning of closely-held New Jersey businesses.

VICTOR A. AFANADOR handles litigation and trials of civil and criminal cases. His experience includes municipal tort liability defense, police related state and federal civil rights defense, condemnation and redevelopment law, complex commercial litigation, and criminal defense. In addition, Mr. Afanador served from September 1999 through May of 2005 as Deputy Director of Law for the City of Perth Amboy. In that capacity, he provided counsel to the Mayor, the City Council, and City department directors on legal matters.

Mr. Afanador has successfully tried to verdict jury and bench trials in civil rights and redevelopment law matters. He has also tried municipal employee termination hearings before the Office of Administrative Law and numerous matters of many types in Municipal Court. He also litigated and managed the condemnation of sixteen properties in a single municipality.

In addition to his trial work, Mr. Afanador has argued before the Superior Court of New Jersey, Appellate Division. His published opinions include Deegan v. Perth Amboy Redevelopment Agency, 374 N.J. Super. 80 (App. Div. 2005). Mr. Afanador has also applied his investigative skills in the class action area. He interviewed Spanish-speaking employees and prepared a report for the Court as part of the firm's responsibilities as Class Administrator for an employment discrimination class action.

Mr. Afanador clerked for Judges Mathias E. Rodríguez and Frederick P. DeVesa, Superior Court of New Jersey, Law Division Criminal Part, in Middlesex County from 1998-1999.

Mr. Afanador was appointed by the Essex County Executive in September of 2005 to serve as a Commissioner on the Essex County Board of Public Utilities. He is a member of the New Jersey State Bar Association, The Association of the Federal Bar of the State of New Jersey, Seton Hall University School of Law Alumni Association, the Essex County Bar Association, and the Hispanic Bar Association of New Jersey. He is a 2003 Graduate of the Leadership Newark Fellowship Program and has served on the African Globe Theatreworks Board of Directors, a professional theater company based in Newark, New Jersey.

KATRINA CARROLL, a member of the firm based in the Chicago area, has been actively involved in many of the firm's class actions, most prominently in the areas of securities,

ERISA and anti-trust. Her successes at LDG have included In re Motorola Securities Litigation, Civ. No. 03-C-287 (N.D. Ill.), where LDG, as Co-Lead Counsel, achieved a \$193 million settlement just three business days before trial was to begin, and in Reginald Newton v. Tenet Healthcare Corp., (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.), where LDG, again as Co-Lead Counsel, won settlements for \$216.5 million against one defendant and \$65 million against the other defendant. Recently, Ms. Carroll obtained the appointment of LDG's clients as Lead Plaintiffs in In re Atlas Mining Securities Litigation, Civ. No. 07-428-N-EJL (D. Idaho), a national securities class action where the firm currently serves as Lead Counsel.

Prior to re-joining LDG in 2007, Ms. Carroll worked in the class action group of Much Shelist Freed Deneberg Ament & Rubenstein, P.C., once known as Chicago's premier class action firm. While at Much Shelist, Ms. Carroll concentrated her work on securities fraud class actions and derivative actions, and played a litigation role on the majority of that firm's securities cases, including those in which the firm served in lead counsel positions. Such matters included the following class actions: In re Hollinger International, Inc. Securities Litigation, No. 04-c-834 (N.D. Ill.); Ong v. Sears, Roebuck & Co., No. 03-C-4142 (N.D. Ill.), and In re Sara Lee Corp. Securities Litigation, No. 03-CV-3202 (N.D. Ill.).

Ms. Carroll has significant experience in all phases of other complex litigation and has worked on or managed a number of matters involving products and securities in industries as diverse as automobiles, chemicals, pharmaceuticals, software and technology. Outside of litigation, Ms. Carroll has also represented individuals, privately owned businesses and Fortune 500 clients before local, state and federal governments and enforcement agencies in a number of areas, helping clients secure temporary restraining orders and injunctions, structure entities, develop and document corporate resolutions, comply with securities-reporting requirements, and negotiate licensing agreements.

Ms. Carroll is a member of the American Bar Association and a former member of New Jersey's John C. Lifland American Inn of Court. She also serves as Chair of the Chicago chapter of the Hebrew Immigrant Aid Society's Young Leadership group.

MEMBERS OF THE FIRM

ALLYN Z. LITE, born Detroit, Michigan, October 18, 1943. Admitted to bar, 1979, New Jersey, U.S. District Court, District of New Jersey and U.S. Court of Appeals, Third Circuit; 1980, U.S. Tax Court; 1983, U.S. District Court, Southern and Eastern Districts of New York; 1987, U.S. Supreme Court; 1998, U.S. District Court, Eastern District of Michigan. Education: University of Michigan (B.S., 1966); Rutgers University (M.F.A., 1968); Seton Hall Law School (J.D., cum laude, 1978). Member, Federal Court Clerks Association, 1981-1985. Author *Another Attempt to Heal the Wounds of the Holocaust: 27 Human Rights No. 2*, (American Bar Association Spring 2000), *New Jersey Federal Practice Rules* (Gann Law Books, 2004), "Class Action Litigation," Chapter 9 in *New Jersey Federal Civil Procedure* (New Jersey Law Journal Books 1999) (with Bruce D. Greenberg); "Class Actions," *Federal Civil Practice Handbook* (N.J.ICLE 1992), "The Preaccusation Delay Dilemma," 10 *Seton Hall Review* 538 (1980). Adjunct Professor, Seton Hall Law School, 1980-1984; New York Law School, 1984-1986. Lecturer, Federal Judicial Center, 1982-1985. Law Clerk, Hon. H. Curtis Meanor, U.S. District Court Judge, District of New Jersey, 1978-1979. Executive Assistant to Hon. Clarkson S. Fisher, Chief Judge, District of New Jersey, 1981-1982. Clerk of U.S. District Court, District of New Jersey, 1982-1986. Certified Mediator, U.S. District Court, District of New Jersey. Member: U.S. District Court Speedy Trial Planning Group, 1979-- ; U.S. District Court Lawyers Advisory Committee, 1984-1995; U.S. Bankruptcy Court Committee on Local Rules, 1986-- ; Third Circuit Automation Committee, 1984-1986; U.S. District Court Bicentennial Committee, 1985--. Trustee, U.S. District Court Historical Society, 1986-1997. Member, New Jersey Supreme Court District Ethics Committee, 1988-1991, Chair-District V Ethics Committee, 1990-1991. Member: Essex County, New Jersey State (Member, Section on Federal Practice and Procedure; Committee on Securities Regulation and Litigation; Co-Chair, Committee on Class Action Litigation 2003-2006) and American (Member, Section on Science and Technology, Committee on Technology and Court Systems) Bar Associations; Association of the Federal Bar of New Jersey (Member, 1984; Vice-President, 1985--). Selected reported opinions: *Gross v. German Foundation Industrial Initiative*, 456 F.3d 363 (3d Cir. 2006); *Yang v. Odom*, 392 F.3d 97 (3d Cir. 2004); *Kos Pharmaceuticals v. Andrx Corp.*, 369 F.3d 700 (3d Cir. 2004); *In re Prudential Ins. Co. of America Sales Practices Litig.*, 278 F.3d 175 (3d Cir. 2002); *In re*

Prudential Ins. Co. of America Sales Practices Litig., 148 F.3d 283 (3d Cir. 1998); Aventis Pharmaceuticals v. Barr Laboratories, 335 F. Supp. 2d 558 (D.N.J. 2004); In re Electrical Carbon Products Antitrust Litig., 447 F. Supp. 2d 389 (D.N.J. 2006); Varacallo v. Mass. Mut. Ins. Co., 226 F.R.D. 207 (D.N.J. 2005); New Jersey v. Sprint Corp., 314 F. Supp. 2d 1119 (D. Kan. 2004); In re Bristol-Myers Squibb Securities Litig., 205 F.R.D. 437 (D.N.J. 2002); In re Nazi Era Cases Against German Defendants Litig., 198 F.R.D. 429 (D.N.J. 2000); Weiss v. Mercedes Benz of North America, Inc., 899 F. Supp. 1297 (D.N.J.), *aff'd*, 66 F.3d 314 (3d Cir. 1995); Leon v. Rite Aid Corp., 340 N.J. Super. 462 (App. Div. 2001). Federal Practice; Class Actions; Complex Commercial Litigation.

JOSEPH J. DEPALMA, born Newark, New Jersey, June 29, 1956. Admitted to bar, 1982, New Jersey and U.S. District Court, District of New Jersey; 1984, U.S. Court of Appeals, Third Circuit; 1986, U.S. Supreme Court. Education: Seton Hall University (B.S., 1978; J.D., cum laude, 1982; M.B.A., 1982). Lecturer: "Real Estate Law in New Jersey," National Business Institute. Member: New Jersey State (Member, Committee on Class Actions) and American Bar Associations. Selected reported opinions: In re Schering ERISA Litig., 420 F.3d 231 (3d Cir. 2005); Semerenko v. Cendant Corp., 223 F.3d 165 (3d Cir. 2000); In re Aremissoft Corp. Securities Litig., 210 F.R.D. 109 (D.N.J. 2002); In re Computron Software, Inc. Securities Litig., 6 F. Supp. 2d 313 (D.N.J. 1998); Brosious v. Children's Place Retail Stores, 189 F.R.D. 138 (D.N.J. 1998). Class Actions; Complex Commercial Litigation.

BRUCE D. GREENBERG, born Newark, New Jersey, April 8, 1957. Admitted to bar, 1982, New Jersey and U.S. District Court, District of New Jersey. Education: University of Pennsylvania (B.A., 1979); Columbia University (J.D., 1982), Harlan Fiske Stone Scholar. Author: "Class Action Litigation," Chapter 9 in *New Jersey Federal Civil Procedure* (New Jersey Law Journal Books 1999) (with Allyn Z. Lite); "25 Years of the New Jersey Antitrust Act," 26 *Seton Hall Law Review* 637 (1996); "The Right to a Civil Jury Trial in New Jersey," 47 *Rutgers Law Review* 1461 (1995); "Deflating the 'Puffery' Defense," 174 *New Jersey Law Journal* 295 (2003); "N.J. Doesn't Need Rule 23(f)," 170 *N.J.L.J.* 23 (2002); "The Supreme Court Dials In," 151 *New Jersey Law Journal* 1100 (1998); "A Towering Question is Settled," 141 *New Jersey Law Journal* 1210 (1997); "Using Antitrust Law to Prevent Land Use 'SLAPP Suits,'" 140 *New*

Jersey Law Journal 1187 (1995); "Time to Curtail the 'Time of Decision' Rule," 139 New Jersey Law Journal 1008 (1995); "Rent Boards Deserve No Deference," 126 New Jersey Law Journal 681 (1990); "New Jersey's 'Fairness and Rightness' Doctrine," 15 Rutgers Law Journal 927 (1984); "Probation Conditions and the First Amendment: When Reasonableness is not Enough," 17 Columbia Journal of Law and Social Problems 45 (1981). Lecturer, "How to Handle Brokerage Commission Claims Against Successors-in-Title," New Jersey Institute of Continuing Legal Education, January, 1995. Law Secretary, Hon. Daniel J. O'Hern, Associate Justice, New Jersey Supreme Court, 1982-1983. Special Land Use Counsel to Warren Township, New Jersey, 1998-1999. Chairman, New Jersey Law Firm Group (consortium of major private firms to further minority hiring), 1992-1993. Settlement Judge (Mediator), Essex County Superior Court, 1992-1999. Arbitrator, Essex County Superior Court Contract Arbitration Program, 1995-1999. Member, Supreme Court of New Jersey Committee on Character, 1990-2006. Member: New Jersey State Bar Association (Member: Appellate Practice Committee, Chair, 2004-2006; Securities Litigation and Regulatory Enforcement Committee; Land Use Law Section). Selected reported opinions: *Weiss v. Regal Collections*, 385 F.3d 337 (3d Cir. 2004); *Wilson v. Quadramed Corp.*, 225 F.3d 350 (3d Cir. 2000); *Thompson v. American General Life Ins. Co.*, 404 F. Supp. 2d 1023 (M.D. Tenn. 2005); *Varacallo v. Mass. Mut. Ins. Co.*, 226 F.R.D. 207 (D.N.J. 2005); *New Jersey v. Sprint Corp.*, 314 F. Supp. 2d 1119 (D. Kan. 2004); *In re Prudential Ins. Co. of America Sales Practices Litig.*, 962 F. Supp. 450 and 572 (D.N.J. 1997); *McGrogan v. Till*, 167 N.J. 414 (2001); *Lamorte Burns & Co. v. Walters*, 167 N.J. 285 (2001); *Rivkin v. Dover Tp. Rent Leveling Bd.*, 143 N.J. 352 (1996); *Sica v. Wall Tp. Bd. of Adj.*, 127 N.J. 152 (1992); *North Bergen Action Group v. North Bergen Tp. Planning Bd.*, 122 N.J. 567 (1991); *Muise v. GPU, Inc.*, 371 N.J. Super. 13 (App. Div. 2004); *Dunlea v. Belleville Tp.*, 349 N.J. Super. 506 (App. Div. 2002); *Leon v. Rite Aid Corp.*, 340 N.J. Super. 462 (App. Div. 2001); *Varacallo v. Mass. Mut. Life Ins. Co.*, 332 N.J. Super. 31 (App. Div. 2000); *Boardwalk Properties, Inc. v. BPHC Acquisition, Inc.*, 253 N.J. Super. 515 (App. Div. 1991); *Prudential Ins. Co. of America v. Guttenberg Rent Control Bd.*, 220 N.J. Super. 25 (App. Div. 1987); *Village Supermarket, Inc. v. Mayfair Super Markets, Inc.*, 269 N.J. Super. 224 (Law Div. 1993); *K. Hovnanian at Lawrenceville, Inc. v. Lawrence Tp.*, 234 N.J. Super. 422 (Law Div. 1988).

Complex Commercial Litigation; Class Actions; Appellate Practice; Land Use Litigation.

STEPHANIE M. KAY, born New Brunswick, New Jersey, August 19, 1966. Admitted to bar, 1992, New Jersey and U.S. District Court, District of New Jersey. Education: State University of New York at Albany (B.A., cum laude, 1988); Seton Hall School of Law (J.D., cum laude, 1992), Legislative Bureau, Director of Staffing and Symposium. Reported Opinions: *Sgro v. Getty Petroleum Corp.*, 854 F. Supp. 1164 (D.N.J. 1999), *aff'd*, 96 F.3d 1434 (3d Cir. 1996). Civil Litigation; Health Care Issues, Long Term Care and Guardianship Law.

MICHAEL E. PATUNAS, born Jersey City, New Jersey, January 4, 1967. Admitted to Bar, 1991, New Jersey and U.S. District Court, District of New Jersey; 2003, U.S. Court of Appeals for the Third Circuit. Education: Villanova University (B.A., cum laude, 1988); Seton Hall University School of Law (J.D., 1991). Member: American Bar Association (Section of Litigation). Reported opinions: *National Group for Communications and Computers, Ltd. v. Lucent Technologies*, 331 F. Supp. 2d 290 (D.N.J. 2004); *Ace Burlap & Bag Co., Inc. v. Sea-Land Service, Inc.*, 40 F. Supp. 2d 233 (D.N.J. 1999). Federal Practice, Civil Litigation; Real Estate Law; Land Use and Zoning Law; Corporate Law.

VICTOR A. AFANADOR, born Newark, New Jersey, May 30, 1973. Admitted to bar, 1999, New Jersey and United States District Court for the District of New Jersey; New York 1999; Education: Drew University (B.A. 1995); Seton Hall Law School (J.D. 1998). Law clerk, Hon. Mathias E. Rodriguez and Hon. Frederick P. DeVesa, Superior Court of New Jersey, Law Division, Criminal Part, Middlesex County, 1998-1999. Reported opinion: *Deegan v. Perth Amboy Redevelopment Agency*, 374 N.J. Super. 80 (App. Div. 2005). Civil Litigation; Commercial Litigation; Criminal Law; Municipal and Administrative Law.

KATRINA CARROLL, born Lvov, Ukraine, April 6, 1975. Admitted to bar, 2000, New Jersey and United States District Court for the District of New Jersey. Education: Northwestern University (B.A. 1997); Seton Hall University School of Law (J.D. 2000). Reported opinions: *In re Hollinger Int'l Securities Litigation*, 2006 WL 18063382 (N.D. Ill. June 28, 2006); *In re NUI Securities Litigation*, 314 F. Supp. 2d 388 (D.N.J. 2004). Civil Litigation; Commercial Litigation; Class Action Litigation.

OF COUNSEL

ANN M. DOOLEY, born Elizabeth, New Jersey, November 29, 1959. Admitted to bar, 1986, New Jersey and U.S. District Court, District of New Jersey; 1987, New York; 1994, U.S. District Court, Southern District of New York. Education: College of the Holy Cross (A.B. 1982); New York Law School (J.D. cum laude, 1986), Articles Editor B New York Law School Journal of International and Comparative Law; 1985. Law Intern, Hon. Serena Perretti, United States Magistrate, United States District Court, District of New Jersey, 1984-1985. 1986-- , litigation and contract practice including: 1986-1996, private practice litigation. 1996-1999, Sr. Trial Counsel, Allianz Insurance Companies. 1999-2004, General Counsel for large public works contractor including responsibility for World Trade Center PATH Station and Site Reconstruction. 1997-1999, Arbitrator, Superior Court of New Jersey, Essex County Civil Division. 1997-1999, Master, William J. Brennan Inn of Court. Reported Opinion: Raritan Plaza I Associates, L.P. v. Cushman & Wakefield Of New Jersey, Inc., 273 N.J. Super. 64 (App. Div. 1994). Commercial Litigation, Construction, Contracts, Public Works.

ASSOCIATES

MAYRA V. TARANTINO, born Newark, New Jersey, October 2, 1970. Admitted to bar, 1998, New Jersey and United States District Court for the District of New Jersey; 1999, New York; 2009, United States District Court for the Southern District of New York. Education: Fairleigh Dickinson University (B.S. 1992); Brooklyn Law School (J.D. 1998). Law Clerk to the Honorable W. Hunt Dumont, J.S.C., Superior Court of New Jersey, Law Division, Civil Part, Passaic County, 1998-1999; Law Clerk to the Honorable John J. Hughes, U.S.M.J., United States District Court, District of New Jersey, 1999-2000. Federal Practice, Complex Commercial Litigation, Civil Litigation, Class Actions.

MARISOL PEREZ, born Freehold, New Jersey, April 17, 1973. Admitted to bar, 1999, New Jersey and United States District Court, District of New Jersey. Education: Rutgers College (B.A., 1995); Temple University School of Law (J.D. 1998); Law Clerk, Hon. Susan L. Reisner, Superior Court of New Jersey, Law Division, Passaic County; Deputy Attorney General, State of New Jersey, 1999-2002. Civil Litigation; Health Care Issues, Long Term Care and Guardianship

Law.

JASON E. MACIAS, born Bronx, New York, November 23, 1978. Admitted to bar, 2005, New Jersey and United States District Court for the District of New Jersey. Education: Cornell University (B.S. in Policy Analysis and Management 2000); Rutgers School of Law - Newark (J.D. 2005). Class Actions; Civil Litigation; Commercial Litigation; Criminal Law; Municipal and Administrative Law.

SUSANA CRUZ HODGE, born Belleville, New Jersey, February 17, 1979. Admitted to bar, 2006, New Jersey. Education: Boston College (B.A. in Sociology 2001); Boston College Law School (J.D. 2005). Class Actions; Civil Litigation; Commercial Litigation; Criminal Law; Municipal and Administrative Law.

MAYLING C. BLANCO, born Havana, Cuba, November 5, 1978. Admitted to bar, 2007, New Jersey and United States District Court for the District of New Jersey. Education: Cornell University (B.A. in Philosophy 2000); Seton Hall University School of Law (J.D. 2007). Law Clerk, Hon. Mathias E. Rodriguez, Superior Court of New Jersey, Law Division, Civil Part, Middlesex County, 2006-2007. Civil Litigation; Municipal Law; Commercial Litigation; Class Actions.

MICHAEL R. ROSAS, born Brooklyn, New York, December 28, 1983. Admitted to bar, 2009, New Jersey. Education: John Jay College-City University of New York (B.A. in Criminal Justice 2005); Rutgers Business School—Newark (M.B.A. 2009); Rutgers School of Law—Newark (J.D. 2009). Civil Litigation; Municipal Law; Commercial Litigation; Criminal Law.

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

**RESOLUTION AUTHORIZING A CONTRACT WITH THE BUZAK
LAW GROUP, LLC AS SPECIAL COUNSEL IN DEFENSE OF APPEAL
BY KANE PROPERTIES, LLC OF DENIAL OF DEVELOPMENT
APPLICATION BY THE CITY COUNCIL**

WHEREAS, on March 24, 2010 the City Council considered and denied the development application of Kane Properties, LLC, which application was on appeal from the Zoning Board of Adjustment, appealed by Skyline Condominium Association Inc.; and which denial was memorialized May 5, 2010; and

WHEREAS, Kane Properties, LLC has appealed said action by the City Council to the Superior Court of New Jersey, Docket No. HUD-L-3395-10; and

WHEREAS, Edward J. Buzak of the Buzak Law Group LLC represented the City Council in all matters relative to the appeal before the City Council because of the inability of Michael B. Kates, Corporation Counsel, to do so, being precluded by his representation of Skyline Condominium Corporation Inc. prior to his becoming Corporation Counsel and when Skyline opposed the application of Kane Properties, LLC before the Zoning Board in 2009; and

WHEREAS, because of his experience in the matter and his special expertise and knowledge, Edward J. Buzak, Esq. is the logical and appropriate choice to continue the represent the City Council in this matter, and as a professional service defined by N.J.S.A. 40A:11-2(b), is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, The Buzak Law Group LLC will be required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and

WHEREAS, funds are available for this purpose.

NOW THEREFORE, BE IT RESOLVED (a majority of the whole Council concurring) that a professional services contract be authorized in an amount not to exceed Seven Thousand Five Hundred (\$7,500.00) Dollars for the services of the Buzak Law Group, LLC and Edward J. Buzak, Esq. as special legal counsel defending the appeal of Kane Properties, LLC; and,

BE IT FURTHER RESOLVED that this firm shall be paid an hourly rate of \$150.00 per hour based on actual time and expenses; and,

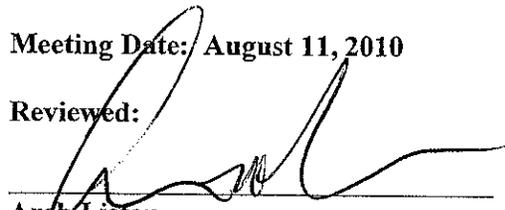
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.

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

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

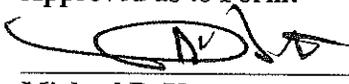
Meeting Date: August 11, 2010

Reviewed:



Arch Liston
Business Administrator

Approved as to Form:



Michael B. Kates
Corporation Counsel

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$7,500.00 is available in the following appropriations:

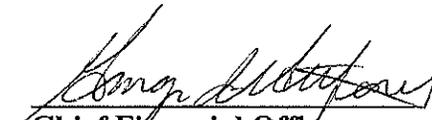
Parking Utility Other Expenses (1-01-20-156-021). These funds will be available in the TY 2010 temporary budget, than sufficient funds to meet the contractual commitment providing for:

Parking Utility Other Expenses

and awarded to the following vendor:

The Buzak Law Group LLC
150 River Road
Suite 4-N
Montville, NJ 07045

I further certify that this commitment together with all previously made commitments will not exceed the temporary appropriation balance available in the TY 2010 adopted budget for this purpose.


Chief Financial Officer

Date: 8/5/2010

Meeting August 11, 2010

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING AND EXTENDING APPOINTMENT OF GORDON N.
LITWIN OF ANSELL ZARO GRIMM & AARON AS SPECIAL LEGAL COUNSEL –
REDEVELOPMENT**

WHEREAS, since August 7, 2007 Gordon Litwin of Ansell Zaro Grimm & Aaron P.C. has served as special legal counsel for redevelopment relating to the sale of the DPW Garage site at Observer Highway and Willow Avenue; and

WHEREAS, the appointment of Gordon Litwin and his firm expired on June 30, 2010, and the closing of title not having been consummated but anticipated to take place on August 13, 2010, the Administration therefore seeking to extend this contract to a term expiring no later than December 31, 2010; and

WHEREAS, a previous extension of the law firm's contract for the period March 17, 2010 to and through June 30, 2010, at a hourly rate of One Hundred Forty (\$140.00) dollars, budgeted \$15,000.00 dollars, of which \$6,118.07 has been paid for services to and through May 31, 2010, leaving an unexpended balance of \$8,881.93; and

WHEREAS, considering the possibility of either a problematic closing or additional legal services to assure a closing of title and conveyance of the property to SHG Hoboken Urban Renewal Associates, LLC, the Council deems it prudent to allocate an additional sum for legal services in the transitional budget and Gordon Litwin of Ansell Zaro Grimm & Aaron P.C. will be required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and

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

WHEREAS, funds will be available for the services upon the adoption of the transitional budget;

NOW THEREFORE, BE IT RESOLVED (a majority of the whole Council concurring) that the existing professional services contract of Gordon Litwin, Ansell Zaro Grimm & Aaron P.C. be, and the same is hereby extended to December 31, 2010; and

BE IT FURTHER RESOLVED that a sum not to exceed \$15,000.00 dollars be allocated at a budgeted rate of One Hundred Forty (\$140.00) dollars an hour.

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

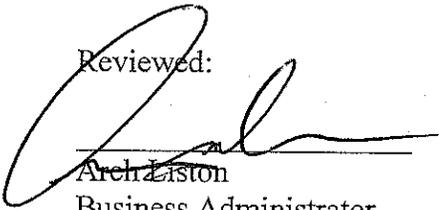
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and

BE IT FURTHER RESOLVED that this resolution shall take effect retroactive to July 1, 2010 and terminate on December 31, 2010; and

BE IT FURTHER RESOLVED, by the Council of the City of Hoboken in the County of Hudson that an extension agreement for Special Counsel for the City of Hoboken shall be prepared and executed with the following vendor:

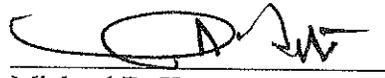
**Gordon Litwin of Ansell Zaro Grimm & Aaron P.C.
60 Park Place, Suite 1114
Newark, New Jersey 07102**

Reviewed:



Arch Liston
Business Administrator

Approved as to form:



Michael B. Kates
Corporation Counsel

Date of Meeting: August 11, 2010

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$15,000.00 is available in the following appropriations:

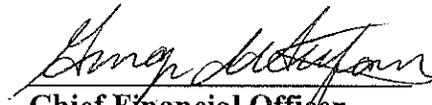
Special Counsel Other Expenses (1-01-20-156-021). These funds will be available in the TY 2010 temporary budget, than sufficient funds to meet the contractual commitment providing for:

Special Counsel Other Expenses

and awarded to the following vendor:

Gordon Litwin of
Ansell, Zaro Grimm and Aaron PC
60 Park Place Suite 114
Newark, NJ 07102

I further certify that this commitment together with all previously made commitments will not exceed the temporary appropriation balance available in the TY 2010 adopted budget for this purpose.


Chief Financial Officer

Date: 8/5/2010

Meeting August 11, 2010

Budgeted	\$199,500.00
Spent	(117,184.37)
Award	<u>(15,000.00)</u>
	\$ 67,315.63

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPOINTING LENOX CONSULTING AS FUNDING AND GRANT-
WRITING CONSULTANTS TO THE CITY OF HOBOKEN**

WHEREAS, the City of Hoboken requires the services of Lenox Consulting to assist in Citywide efforts to obtain funding and grants for City projects; and,

WHEREAS, the City of Hoboken has reviewed the qualifications of Lenox Consulting and used the services of Lenox Consulting on a short term project specific basis to determine its effectiveness, and has determined that this consulting firm can provide City-wide funding and grant-writing services for the City of Hoboken in an efficient manner; and,

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 public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, Lenox Consulting's proposal was submitted and reviewed in compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), which requires competitive negotiation for Professional Service contracts; and,

WHEREAS, funds for this agreement are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken does hereby authorize a contract between the City of Hoboken and Lenox Consulting to provide funding and grant-writing assistance for City-wide projects as set forth above;

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

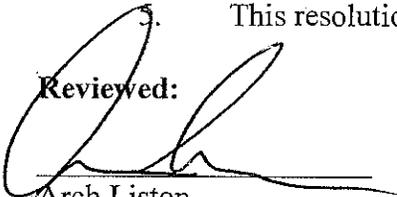
1. A contract for Funding and Grant-Writing Services for the City of Hoboken shall be prepared and executed with the following vendor:

Lenox Consulting
60 Roseland Avenue
Caldwell, NJ 07006

Such individual shall be paid a monthly rate of Four Thousand (\$4000.00) dollars per month, with a total amount not to exceed Twenty Four Thousand (\$24000.00) dollars.

2. This agreement shall be effective 1 July 2010 and terminate 31 December 2010.
3. The Mayor is hereby authorized to execute a contract with Lenox Consulting for professional funding and grant-writing consulting services on behalf of the City of Hoboken for City-wide projects, and the Mayor is further authorized to take any other actions necessary to complete and realize the intent and purpose of this resolution.
4. The City Clerk shall publish notice of this resolution in one newspaper authorized by law to publish the City's legal advertisements as required by N.J.S.A. 40A:11-5(1)(a) and shall keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.
5. This resolution shall take effect immediately.

Reviewed:



Arch Liston
Business Administrator

Approved as to form:



Michael B. Kates, Esq.
Corporation Counsel

Date of Meeting: August 11, 2010

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$24,000.00 is available in the following appropriations:

Redevelopment Other Expenses (1-01-21-181-000). These funds will be available in the TY 2010 temporary budget, than sufficient funds to meet the contractual commitment providing for:

Redevelopment Other Expenses

and awarded to the following vendor:

Lenox Consulting LLC
60 Roseland Avenue
Caldwell, NJ 07006

I further certify that this commitment together with all previously made commitments will not exceed the temporary appropriation balance available in the TY 2010 adopted budget for this purpose.


Chief Financial Officer

Date: 8/5/2010

Meeting August 11, 2010

Budget	\$ 175,000.00
Spent	(129,108.46)
Award	<u>(24,000.00)</u>
	\$ 21,891.54

Introduced By: _____
Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPOINTING "PAY-TO-PLAY" REFORM
COMPLIANCE OFFICER FOR THE CITY OF HOBOKEN**

WHEREAS, the City Code of the City of Hoboken requires a "Pay-to-Play" Reform Compliance Officer, at Section 20A-22; and

WHEREAS, the "Pay-to-Play" Reform Compliance Officer was incorporated into the City Code in 2008, as a result of a settlement agreement between the City of Hoboken and the People For Open Government; and

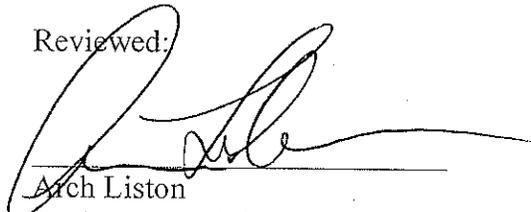
WHEREAS, to date there has not been an appointment to the position of "Pay-to-Play" Reform Compliance Officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the firm of Kates Nussman Rapone Ellis & Farhi, LLP, by and through the individual appointment of Alysia M. Smickley, Esq., is hereby appointed as the "Pay-to-Play" Reform Compliance Officer for the City of Hoboken; and

BE IT FURTHER RESOLVED that no additional compensation shall be provided to the firm or the individual appointee as a result of this appointment; and

BE IT FURTHER RESOLVED that said appointment shall begin immediately and shall terminate on December 31, 2010.

Reviewed:



Arch Liston
Business Administrator

Approved as to Form:

Michael B. Kates, Esq.
Corporation Counsel

Date of Meeting: August 11, 2010

Introduced By: _____
Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPOINTING PUBLIC AGENCY COMPLIANCE
OFFICER ("PACO") FOR THE CITY OF HOBOKEN**

WHEREAS, there exists a need for a Public Agency Compliance Officer (P.A.C.O.) for the City of Hoboken, pursuant to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27-1 et. seq.; and

WHEREAS, the State Department of Treasury Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (DDC), N.J.A.C. 17:27-1 et. seq. requires that the rules commonly known as "affirmative action" be followed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the firm of Kates Nussman Rapone Ellis & Farhi, LLP, by and through the individual appointment of Alysia M. Smickley, Esq., is hereby appointed as the Public Agency Compliance Officer for the City of Hoboken; and

BE IT FURTHER RESOLVED that no additional compensation shall be provided to the firm or the individual appointee as a result of this appointment; and

BE IT FURTHER RESOLVED that said appointment shall begin immediately and shall terminate on December 31, 2010.

Reviewed:



Arch Liston
Business Administrator

Approved as to Form:

Michael B. Kates, Esq.
Corporation Counsel

Date of Meeting: August 11, 2010

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

THIS RESOLUTION CONFIRMS THE CITY OF HOBOKEN'S SUPPORT OF THE HOBOKEN VOLUNTEER AMBULANCE CORPS BY VIRTUE OF AN SIX (6) MONTH TOTAL CONTRIBUTION OF ONE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS (\$146,365.00)

WHEREAS, the City Council desires to support the Hoboken Volunteer Ambulance Corps. (HVAC); and,

WHEREAS, the City of Hoboken will appropriate the sum \$146,365.00 in their Fiscal Transition period budget ending 31 December 2010 for the HVAC, as a municipal contribution toward the support of the HVAC; and,

WHEREAS, \$126,365.00 of this total appropriation to the HVAC will be allocated towards payment of the annual general liability insurance coverage for the HVAC; and

WHEREAS, this payment being payable and due during the City's transition budget period from the General Liability line item (11-01-30-400-010); and,

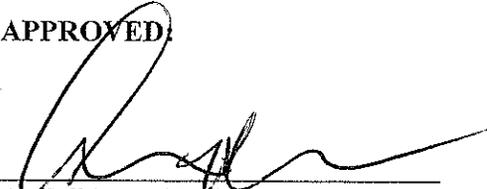
NOW, THEREFORE, BE IT RESOLVED, that the remaining \$20,000, as contribution for operating expenses of the HVAC, will be disbursed as follows: the City Chief Financial Officer shall upon adoption of this Resolution pay to the order of the HVAC the sum of \$20,000.00 as its contribution due in the SQ 2010.

BE IT FURTHER RESOLVED, that the \$20,000.00 for this payment is available in the approved Temporary Transition Budget line item appropriation titled, Unclassified, Hoboken Volunteer Ambulance Corps, Account # 11-01-25-260-020.

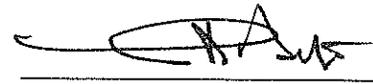
This resolution shall take effect immediately upon passage.

Meeting of: August 11, 2010

APPROVED:


Arch Liston, Business Administrator

APPROVED AS TO FORM:


Michael Kates, Corporation Counsel

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$146,365.00 is available in the following appropriations:

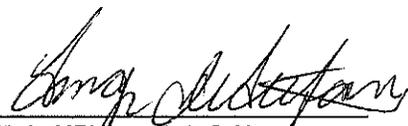
\$20,000.00 in Volunteer Ambulance Other Expenses (1-01-25-260-020) and \$126-365.00 in General Liability Insurance (1-01-30-400-010). These funds will be available only after the TY 2010 budget is adopted, than sufficient funds to meet the contractual commitment providing for:

Volunteer Ambulance Other Expenses
&
General Liability Insurance

and awarded to the following vendor:

Hoboken Volunteer Ambulance Corp
707 Clinton Street
Hoboken NJ 07030

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available in the TY 2010 adopted budget for this purpose.



Chief Financial Officer

Date: 8/3/2010

Meeting August 11, 2010

Hoboken Volunteer Ambulance Corps

P.O. BOX M-1368
707 CLINTON STREET
HOBOKEN, NEW JERSEY 07030
201-420-2135

Member; Third District-NEW JERSEY STATE FIRST AID COUNCIL, INC.

July 7, 2010

Mr., Arch Liston
Business Administrator
City Hall
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Liston:

The Hoboken Volunteer Ambulance Corps respectfully requests that we be approved to receive \$20,000.00 as part of the interim budget at the next City Council meeting of July 2010.

Also we request that you approve \$126,365.00 as the payment of the Hoboken Volunteer Ambulance Corps liability insurance.

If you have any questions or require any further information, please do not hesitate to contact me either via Email at tmolta@hobokenems.com or call me at the Corps at 201-420-2135 or on my cell at 201-704-7320.

Respectfully,



Thomas F. Molta
President

Cc: Mr. Richard England, Purchasing Department

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF
A CONDITIONAL DESIGNATION AGREEMENT WITH P&D HOBOKEN, LLC
INCLUDING PROVISIONS FOR AN ESCROW DEPOSIT TO DEFRAY THE COSTS
OF THE CITY**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the City desires that a portion of the land located in the Northwest Redevelopment Area, also known as Block 95, Lots 17 & 18 on the Tax Map of the City of Hoboken (hereinafter "Project Site"), be redeveloped in accordance with the Northwest Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, P&D Hoboken, LLC has submitted a Pre-Submission Form proposing the redevelopment of the Project Site; and

WHEREAS, the City and Redeveloper desire to negotiate a Redevelopment Agreement to resolve all issues including, but not limited to, the Project Description and the Project Schedule to redevelop the Project Site in accordance with the requirements of the Redevelopment Plan; and

WHEREAS, the City requires that Redeveloper pay the reasonable costs incurred by the City associated with the review of Redeveloper's proposal, drafting and negotiation of a Redevelopment Agreement and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement (should such an Agreement be executed), or the

determination by Hoboken that such an Agreement cannot be executed (should that result occur);
and

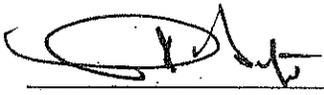
WHEREAS, a form of agreement between the parties has been executed by P&D Hoboken, LLC to provide for the conditional designation of P&D Hoboken for a ninety day period during which the negotiation of a Redevelopment Agreement will take place and a check payable to the City of Hoboken has been submitted in the amount of \$15,000, representing the initial escrow deposit.

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

1. The Mayor is hereby authorized to execute the **CONDITIONAL DESIGNATION AGREEMENT BY AND BETWEEN THE CITY OF HOBOKEN AND P&D HOBOKEN, LLC**, in the form attached hereto as Schedule A.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

REVIEWED BY:


Arch Eiston,
Business Administrator

APPROVED AS TO FORM:


Michael B. Kates
Corporation Counsel

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: August 3, 2010

TO: Hoboken City Council

CC: Arch Liston, Business Administrator
Michael Kates, Corporation Counsel
Dawn Zimmer, Mayor

FROM: Brandy Forbes, Community Development Director *BF*

RE: Conditional Designation Agreement Between City of Hoboken and P&D Hoboken, LLC

This memo is to provide background information regarding the resolution on the August 11, 2010 City Council agenda on the above issue.

This property is a smaller parcel where redevelopment has occurred around it. The applicant is seeking to construct a building to match the building immediately adjacent to it. We have drafted a conditional designation agreement to which the potential redeveloper is amenable. This agreement allows us to cover the City's costs in any amendments to the redevelopment plan and to negotiate a redevelopment agreement. The City is not bound to permanently designate this developer as the redeveloper of this property. However, this agreement is the mechanism that allows the City to negotiate the scope of the project and the terms of the redevelopment agreement.

Although this is the first time Hoboken has done this, this type of agreement is common practice in the realm of redevelopment. This demonstrates a commitment from the developer to negotiate and to be vetted, while covering the City's costs of doing so.

A copy of the pre-submission form from the potential redeveloper, as well as the letter of interest in entering into this agreement, is attached. The Planning, Zoning and Economic Development subcommittee met with Redevelopment Counsel Joe Maraziti to discuss this item.

ROBERT C. MATULE
ATTORNEY AT LAW
70 Hudson Street
Hoboken, N.J. 07030
201-659-0403

Fax Number
201-659-1088

E-Mail Address
Robert@Matulelaw.com

June 8, 2010

VIA E-MAIL

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
E-Mail: bforbes@hobokennj.org

RE: 928-930 Jefferson Street

Dear Ms. Forbes:

As you may recall on May 5, 2010 my client, Thomas Pintak along with his Architect, Frank Minervini, and I met with you and Mr. Maraziti regarding having Mr. Pintak appointed Designated Developer for the subject property for the purpose of constructing a fifteen residential unit building with twelve parking spaces. At the time we met Mr. Maraziti suggested that we enter into some sort of Interim Redevelopment Agreement along with a projected schedule for construction in order to start the process of reviewing the plans, etc. He also indicated that an interim escrow deposit would be necessary.

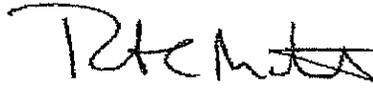
My client is working with a developmental approval contingency in the Contract to purchase this property and it is imperative that we be able to move this matter forward.

I would appreciate it if you would please advise as to what, if anything, you need from my office in order to have this interim designation put in place. I am also enclosing a copy of the Pre-Submission Form which we have used with respect to previous applications. By copy of this letter I am also copying Mr. Maraziti and would ask that he provide me with a list of any specific information he requires in order to have the Interim Agreement prepared.

Brandy A. Forbes, AICP, PP
Community Development Director
RE: 928-930 Jefferson Street
June 8, 2010
Page Two

Thank you in advance for your anticipated attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. C. Matule". The signature is written in a cursive style with a large initial "R" and "M".

ROBERT C. MATULE

RCM/d/Enclosure/3932-2A

cc: Joseph J. Maraziti, Jr., Esq., (with Enc.), via E-Mail, Jmaraziti@150JFK.com
Tom Pintak, via E-Mail

N O R T H W E S T R E D E V E L O P M E N T P L A N

PRE-SUBMISSION FORM
FOR REQUEST FOR DESIGNATION BY POTENTIAL
RE-DEVELOPER

A. APPLICANT P&D Hoboken LLC
ADDRESS 834 Bloomfield St., Hoboken, N.J. 07030
TELEPHONE 201-563-1455 FAX email: tpconstruction@optonline.net

B. The relationship of applicant to the property in question is:

OWNER _____

CONTRACT-PURCHASER _____

X

OTHER (PLEASE SPECIFY) _____

C. OWNER Estate of Josephine Fesken

(if other than applicant)

ADDRESS c/o L. Mifflin Hayes, Esq.
1810 Front St., Scotch Plains, N.J. 07076

TELEPHONE 908-322-5100 FAX 908-322-1717

D. ATTORNEY Robert C. Matule
ADDRESS 70 Hudson Street, Hoboken, N.J. 07030

TELEPHONE 201-659-0403 FAX 201-659-1088
email: Robert@Matulelaw.com

E. ARCHITECT Minervini-Vandermark
ADDRESS 360 Fourteenth Street, Hoboken, N.J. 07030

TELEPHONE 201-386 -0637 FAX 201-386-0628

F. PROPERTY DESCRIPTION (if property includes sites in more than one sub-zone, provide separate descriptions for each sub-zone)

Site #1

REDEVELOPMENT PLAN SUB-ZONE _____ ZONE - 1 _____

STREET ADDRESS 928-930 JEFFERSON ST.

BLOCK 95 LOTS 17 & 18

SITE SIZE (dimensions) 50' x 100' AREA (sq.ft.) 5,000 SF

RESIDENTIAL UNITS (number) 15 UNITS

COMMERCIAL/OFFICE (sq. footage) N/A

ACCESSORY PARKING SPACES 12

PUBLIC PARKING SPACES 0

PUBLIC SPACE (open or enclosed) 0

FULLY COMPLYING OR AMENDMENT REQUIRED (circle one)

Site #2

REDEVELOPMENT PLAN SUB-ZONE _____

STREET ADDRESS _____

BLOCK _____ LOTS _____

SITE SIZE (dimensions) _____ AREA (sq.ft.) _____

RESIDENTIAL UNITS (number) _____

COMMERCIAL/OFFICE (sq. footage) _____

ACCESSORY PARKING SPACES _____

PUBLIC PARKING SPACES _____

PUBLIC SPACE (open or enclosed) _____

FULLY COMPLYING OR AMENDMENT REQUIRED (circle one)

G. REQUIRED ATTACHMENTS (send one full set to planner, Elizabeth Vador, 26 Leroy Ave., Tarrytown, NY 10591 and send five sets to Director, Department of Community Development, City Hall:

- Site Survey (show spot elevations)
- Architectural Plans (site plan, elevations, location map within redevelopment area)
- Written project description (use, building size, number of parking spaces, estimated number of residents, employees, public space, proposed method of financing)
- Written description of amendments required from Counsel (if applicable)

P & D Hoboken LLC consists of 2 longtime childhood friends, Thomas Pintak and Michael DiBella. As partners they recently finished the construction of a new 5-story 4 - condo residential building at 62 Madison St. Hoboken NJ. They purchased the property in May 2008, began construction knocking down the existing structure in July 2008 and completed the project in November 2009. All 4 units have been sold or are under contract set to close by mid March 2010.

Thomas Pintak, 41, has been in the Construction industry for 25 years. He started working on residential construction sites as a laborer as a summer job during high school and college while learning the trade and becoming a skilled carpenter by the time he graduated from Villanova University with a B.S. in Business Operations Management in 1991. Following graduation Thomas worked for 2 years as a carpenter for a residential renovation contractor and in 1993 took a job as Construction Manager for U.S. Home Corp., a large home building company working on sites in central and southern NJ. In 1995 Thomas left U.S. Home Corp. and formed his own construction company, Pintak Construction LLC. His company grew from residential home renovations and additions primarily in Bergen County northern NJ to constructing ground up residential condominium buildings in Hoboken NJ where he has lived since 1994. His recent projects include a 3-condo complete gut, renovation, with rear addition building at 834 Bloomfield St. in Hoboken, where he currently resides, completed in the fall of 2005. He then purchased the property at 223 Park Ave in Hoboken and also completed the gut, renovation with rear addition 4-condo project in the fall of 2007. Along with Michael and P&D Hoboken LLC he then built the aforementioned 5-story 4-condo building at 62 Madison St. Hoboken.

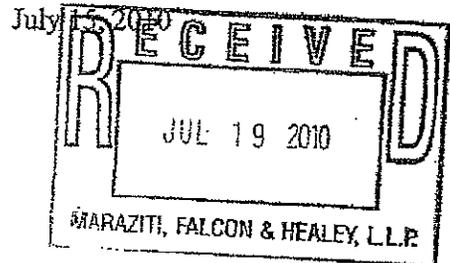
Michael DiBella, 42, has been in the Solid waste industry for 25 years. In 1985 Michael started as a driver in the family owned business DiBella sanitation Inc. Michael left DiBella Sanitation Inc. in 1992 and started his own solid waste collection company, Environmental Waste Industries Inc. in Albany NY where he was Chief Operating Officer until 1998. That same year Michael founded Interstate Waste Services Inc., serving northern NJ and southern NY state, where he was president and Chief Operating Officer. In 2007 Michael sold Interstate Waste Services Inc. and joined Action Carting Environmental Services Inc., serving all boroughs of New York City, where he is currently the Chief Operating Officer and Chairman of Board of Directors.

ROBERT C. MATULE
ATTORNEY AT LAW
70 Hudson Street
Hoboken, N.J. 07030
201-659-0403

Fax Number
201-659-1088

E-Mail Address
Robert@Matulelaw.com

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon & Healey LLP
150 John F. Kennedy Pkwy.
Short Hills, New Jersey 07078



RE: P&D Hoboken LLC Conditional Designation Agreement

Dear Mr. Maraziti:

Enclosed please find four (4) copies of the Conditional Designation Agreement which have been executed by Thomas Pintak as managing member of P&D Hoboken LLC. I am also enclosing a check in the sum of \$15,000 payable to the City of Hoboken representing the escrow deposit required and a W-9 Form for the LLC.

Please feel free to redate Page 1 when the document is signed. P&D is a New Jersey limited liability company. Once the documents are signed please have two executed copies returned to me. Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Matule".

Robert C. Matule

RCM/ld
Enclosure
3932-2A
cc: Tom Pintak

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
 DIVISION OF WORKERS' COMPENSATION
 ATTORNEY CALENDAR NOTICE

D.O. :FREEHOLD DATE : 08-18-2010 JUDGE : MULVANEY

HEARING LOCATION :

WORKERS' COMPENSATION COURT - FREEHOLD
 2 PARAGON WAY
 FREEHOLD NJ 07728-0000

MAILED TO

HOBOKEN CITY
 94 WASHINGTON STREET

HOBOKEN NJ 07030-0000

HEARING DATE : 08-18-2010
 JUDGE : MULVANEY

<p>PROC TYPE:9:00 AM 1 2008 33382 F JOHNSTONE VS SPRING LAKE HEIGHTS P 11-01-2008 **** LIEN ****</p>	<p>MTN MED/TEMP PA-HOBBIE CORRIGAN ET AL RA-GRAZIANO PIASECKI WHITELAW &</p>	<p>P-STEPHEN METZ R-DAVID MICHAEL</p>	<p>PA-LEVINSON AXELROD RA-GRAZIANO PIASECKI WHITELAW &</p>
<p>P-BARRY JOHNSTONE R-SPRING LAKE HEIGHTS POLICE DEPAR</p>	<p>PA-SHEBELL & SHEBELL RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ</p>	<p>18 2006 16924 F BERGER V TOWNSHIP OF EDISON 07-14-2005 P-LAURA BERGER R-TOWNSHIP OF EDISON R-TOWNSHIP OF EDISON</p>	<p>PA-GARCES & GRABLER PC RA-EDISON TOWNSHIP RA-DI'FRANCESCO BATEMAN COLEY YO</p>
<p>2 2009 13273 F HVIZDUS V PINK VAN ENTERPRISES 01-24-2009 P-DEBORAH HVIZDUS R-PINK VAN ENTERPRISES R-PINK VAN ENTERPRISES</p>	<p>PA-SHEBELL & SHEBELL RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ</p>	<p>19 2006 20268 F HALL VS WDS SUPPORT CONTRACT SERVI 10-15-2005 P-STEPHEN HALL R-WDS SUPPORT CONTRACT SERVICES</p>	<p>PA-DRAZIN & WARSHAW PC RA-GRAZIANO PIASECKI WHITELAW &</p>
<p>3 2009 21234 F VANSLOVIE VS RICHARD A. GINDI, D.M --2001 P-DEBORAH VANSLOVIE R-RICHARD A. GINDI, D.M.D. R-RICHARD A. GINDI, D.M.D.</p>	<p>PA-SHEBELL & SHEBELL RA-NATIONAL FIRE INS CO OF HART RA-CNA INSURANCE CO</p>	<p>20 2006 23150 F CAROLINO V FEDEX GROUND PACKAGE SY 04-17-2006 P-DOUGLAS CAROLINO R-FEDEX GROUND PACKAGE SYSTEM, INC.</p>	<p>PA-ANSELL GRIMM & AARON RA-WORTHINGTON & WORTHINGTON</p>
<p>4 2010 5116 F PRINCIPE VS JERSEY CITY BRD OF ED 09-21-2009 P-LORI ANN PRINCIPE R-JERSEY CITY BRD OF ED</p>	<p>PA-SHEBELL & SHEBELL RA-FLORIO & KENNY LLP</p>	<p>21 2007 2482 F GIMBEL VS TOWNSHIP OF HOWELL 07-08-2004 P-CHARLES GIMBEL R-TOWNSHIP OF HOWELL</p>	<p>PA-ROSENBERG KIRBY CAHILL & STA RA-FLORIO & KENNY LLP</p>
<p>PROC TYPE:8:00 AM 5 2002 40764 F KAZLAUSKAS V UNITED SAMSCO 12-01-2002 P-DWAYNE KAZLAUSKAS R-UNITED SAMSCO</p>	<p>PARTIAL TRIAL PA-HOBBIE CORRIGAN ET AL RA-CHARLES PETER HOPKINS II ESQ</p>	<p>22 2007 18201 F RAPUANO V CITY OF LONG BRANCH 10-16-2006 P-MASSIMINO RAPUANO R-CITY OF LONG BRANCH R-CITY OF LONG BRANCH</p>	<p>PA-SHEBELL & SHEBELL RA-LONG BRANCH CITY RA-FLORIO PERRUCCI STEINHARDT</p>
<p>6 2006 18900 F VELLA V HOWELL TWP. POLICE DEPT. 01-24-2006 P-CARL VELLA R-HOWELL TWP. POLICE DEPT.</p>	<p>PA-SHEBELL & SHEBELL RA-FLORIO & KENNY LLP</p>	<p>23 2007 30949 F OSBORNE V CABLEVISION 10-06-2006 P-KEVIN OSBORNE R-CABLEVISION R-CABLEVISION</p>	<p>PA-GREGORY V SHARKEY RA-NEW HAMPSHIRE INSURANCE CO RA-GRAZIANO PIASECKI WHITELAW &</p>
<p>PROC TYPE:8:00 AM 7 1995 32738 F BROWN V NEVADA BOB'S/PAR ENTERPRIS 09-11-1994 P-CHARLES BROWN R-NEVADA BOB'S/PAR ENTERPRISES</p>	<p>TRIAL PA-DENISE A RAGOZA LLC RA-GRAZIANO PIASECKI WHITELAW &</p>	<p>24 2008 8220 F FIERRO V TOWNSHIP OF MILLSTONE 03-03-2008 P-LEONARD FIERRO R-TOWNSHIP OF MILLSTONE R-TOWNSHIP OF MILLSTONE</p>	<p>PA-JONATHAN F MARSHALL ESQ RA-QUALCARE PREFERRED PROVIDERS RA-GRAZIANO PIASECKI WHITELAW &</p>
<p>8 2002 40764 F KAZLAUSKAS V UNITED SAMSCO 12-01-2002 P-DWAYNE KAZLAUSKAS R-UNITED SAMSCO</p>	<p>PA-HOBBIE CORRIGAN ET AL RA-CHARLES PETER HOPKINS II ESQ</p>	<p>25 2008 21280 F FERGUSON VS MATAWAN WORLD OF GARDE 06-22-2008 P-DEBORAH A. FERGUSON R-MATAWAN WORLD OF GARDENING</p>	<p>PA-MILSTEIN WEBER COLLAZO & DEB RA-BROWN & CONNERY</p>
<p>PROC TYPE:8:00 AM 9 1989 19761 F A.ROSS VS SEAVIEW ORTHOPEDICS 03-08-1989 P-ANNETTE ROSS R-SEAVIEW ORTHOPEDICS</p>	<p>PRE-TRIAL PA-SCHIBELL MENNIE & KENTOS LLC RA-CHARLES PETER HOPKINS II ESQ</p>	<p>26 2008 24393 F FERGUSON VS MATAWAN WORLD OF GARDE 10-01-2007 P-DEBORAH A. FERGUSON R-MATAWAN WORLD OF GARDENING</p>	<p>PA-MILSTEIN WEBER COLLAZO & DEB RA-BROWN & CONNERY</p>
<p>10 1995 31932 F BARRETT V JESSIE CORP. 11-10-1994 P-ALAN BARRETT R-JESSIE CORP.</p>	<p>PA-RESNIKOFF & RESNIKOFF ESQS RA-GRAZIANO PIASECKI WHITELAW &</p>	<p>27 2008 24693 F HOLLENBACK V U S GROUNDS MAINTEANC 10-12-2006 P-JOHN HOLLENBACK R-U S GROUNDS MAINTEANCE</p>	<p>PA-ANDREW G GREENBERG RA-BROWN & CONNERY</p>
<p>11 1997 30864 F BLUMIG V NATIONAL GLASS 04-11-1995 P-JAMES BLUMIG R-NATIONAL GLASS</p>	<p>PA-BONNIE KASS-VIOLA ESQ RA-CHARLES PETER HOPKINS II ESQ</p>	<p>28 2008 28230 F MAROWITZ V CRITICAL THERAPEUTICS 02-21-2008 P-ELLEN MAROWITZ R-CRITICAL THERAPEUTICS R-CRITICAL THERAPEUTICS</p>	<p>PA-MAYO & RUSS ESQS RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ</p>
<p>12 2003 12869 F HULL V DUNKIN DONUTS*LIEN 03-01-2003 P-TINA HULL R-DUNKIN DONUTS R-DUNKIN DONUTS</p>	<p>PA-ROBERT A OLKOWITZ ESQ RA-CHARLES PETER HOPKINS II ESQ RA-CHARLES PETER HOPKINS II ESQ</p>	<p>29 2008 28478 F ZELLMAN V INNOVATIVE COMPANIES INC 06-13-2008 P-CHARLES ZELLMAN R-INNOVATIVE COMPANIES INC T/A R-INNOVATIVE COMPANIES INC T/A</p>	<p>PA-GARY P SARLO ESQ RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ</p>
<p>13 2004 14009 F BLUMIG V FINAL TOUCH GLASS MIRROR* 01-19-2004 P-JAMES BLUMIG R-FINAL TOUCH GLASS MIRROR</p>	<p>PA-BONNIE KASS-VIOLA ESQ RA-BAUMANN & VISCOMI - SOMERSET</p>	<p>30 2008 31197 F THORPE VS CITY OF HOBOKEN 03-24-2008 P-LAWRENCE F. THORPE R-CITY OF HOBOKEN</p>	<p>PA-MARCIANO & TOPAZIO RA-FLORIO & KENNY LLP</p>
<p>14 2004 18725 F HERMANSKI V C.L.L. LANDSCAPING 09-25-2000 P-GENE HERMANSKI R-SECOND INJURY FUND R-C.L.L. LANDSCAPING</p>	<p>PA-SHEBELL & SHEBELL RA-DEPUTY ATTY GENERAL-2ND INJU RA-CHARLES PETER HOPKINS II ESQ</p>	<p>31 2008 31198 F THORPE VS CITY OF HOBOKEN 04-28-2008 P-LAWRENCE F. THORPE R-CITY OF HOBOKEN R-CITY OF HOBOKEN</p>	<p>PA-MARCIANO & TOPAZIO RA-HOBOKEN CITY RA-FLORIO & KENNY LLP</p>
<p>15 2005 12097 F OLIVER V DAVIS ROOSEVELT GROUP 09-12-2003 P-MICHAEL OLIVER R-DAVIS ROOSEVELT GROUP</p>	<p>PA-FRANK S SALZER ESQ RA-WILLIAM E STAEBLE</p>	<p>32 2009 1238 F SIMPSON VS WILLIAM ZINSSER 10-12-2007 P-LEROY SIMPSON R-WILLIAM ZINSSER</p>	<p>PA-LEVINSON AXELROD RA-CHARTWELL LAW OFFICES LLP</p>
<p>16 2005 27318 F LOURO VS EARLE ASPHALT CO. (LIEN) 09-20-2004 P-SERGIO LOURO R-EARLE ASPHALT CO. R-EARLE ASPHALT CO.</p>	<p>PA-DRAZIN & WARSHAW PC RA-CHARLES PETER HOPKINS II ESQ RA-CHARLES PETER HOPKINS II ESQ</p>	<p>33 2009 1951 F AMENGUAL VS THE BACHMAN COMPANY 07-01-2008 P-FIDEL AMENGUAL R-THE BACHMAN COMPANY</p>	<p>PA-ROBERT A OLKOWITZ ESQ RA-CHARLES PETER HOPKINS II ESQ</p>
<p>17 2005 32553 F METZ VS DAVID MICHAEL 07-16-2005 **** LIEN ****</p>			

34	2009	2881	F	MURPHY V CARE ALTERNATIVE HOSPICE(11-10-2008	P-WILLIAM MAYHEW R-GEM LIMOUSINE	PA-NELSON FROMER CROCCO & JORD RA-BROWN & CONNERY
**** LIEN ****							
P-FELICIA MURPHY R-CARE ALTERNATIVE HOSPICE				PA-GERALD POSS PA RA-FLORIO PERRUCCI STEINHARDT			
35	2009	2950	F	GREEN VS CHANREX CONSTRUCTION, INC	01-12-2009	PROG TYPE: 9:00 AM 58 1996 27934 F	PEND MEDICARE APPROV COLLINS V HARBOR INN, INC. 02-21-1996
P-DARRYL GREEN R-CHANREX CONSTRUCTION, INC.				PA-JILL ELAINE GREENE ESQ RA-CHARLES PETER HOPKINS II ESQ	P-TERRI COLLINS R-HARBOR INN, INC. PA-ROBERT A OLKOWITZ ESQ RA-GRAZIANO PIASECKI WHITELAW &		
36	2009	4304	F	THORPE VS CITY OF HOBOKEN	04-28-2008	PROG TYPE: 9:00 AM 59 2009 4717 F	MEDICAL PAYMENT CONF ATLANTIC AMBULATORY ANESTHESIA ASS 10-06-2006
P-LAWRENCE F. THORPE R-CITY OF HOBOKEN				PA-MARCIANO & TOPAZIO RA-FLORIO & KENNY LLP	P-KEVIN OSBORNE R-CABLEVISION PA-SCHACHTER PORTNOY LLC RA-GRAZIANO PIASECKI WHITELAW &		
37	2009	11162	F	MAGARELLI VS STEVEN GERTLER, ESQ.	03-28-2008	PROG TYPE: 1:30 PM 60 2008 30045 F	PARTIAL TRIAL ROSARIO V TOWNSHIP OF HOWELL 05-08-2008
P-BRENDA MAGARELLI R-STEVEN GERTLER, ESQ.				PA-HOBBIE CORRIGAN ET AL RA-MORGAN MELHUIH ABRUTYN	P-JOSE ROSARIO R-TOWNSHIP OF HOWELL PA-HENDRICKSON & EDELSTEIN RA-FLORIO & KENNY LLP		
38	2009	11793	F	WILLIAMS VS SAVVYBUYER, INC. T/A D	03-11-2009		
**** LIEN ****							
P-CLIFFORD WILLIAMS R-SAVVYBUYER, INC. T/A DIRECT BUY (PA-SCHIBELL MENNIE & KENTOS LLC RA-CHARLES PETER HOPKINS II ESQ			
39	2009	13327	F	HVIZIUS V PINK VAN ENTERPRISES/CAB	01-25-2009		
P-DEBORAH HVIZIUS R-PINK VAN ENTERPRISES/CABI LLC R-PINK VAN ENTERPRISES/CABI LLC				PA-LOMBARDI & LOMBARDI PA RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ			
40	2009	18284	F	JENKINS VS TDK	--1984		
P-GLORIA JENKINS R-TDK				PA-HOBBIE CORRIGAN ET AL RA-GRAZIANO PIASECKI WHITELAW &			
41	2009	21135	F	SCISCILLO VS JERSEY CITY PUBLIC SCH	03-06-2009		
P-SUSAN A SCISCILLO R-JERSEY CITY PUBLIC SCHOOLS				PA-FALCETANO & DECONCA PC RA-FLORIO & KENNY LLP			
42	2009	21235	F	VANSLOVIE VS RICHARD A. GINDI, D.M	06-13-2008		
P-DEBORAH VANSLOVIE R-RICHARD A. GINDI, D.M.D. R-RICHARD A. GINDI, D.M.D.				PA-SHEBELL & SHEBELL RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ			
43	2009	21237	F	LEE VS RICHARD A. GINDI, D.M.D.	--2008		
P-VIVIAN LEE R-RICHARD A. GINDI, D.M.D.				PA-SCHIBELL MENNIE & KENTOS LLC RA-CHARLES PETER HOPKINS II ESQ			
44	2009	21666	F	AIELLO V BAYONNE CITY	08-07-2007		
P-PETER AIELLO R-BAYONNE CITY				PA-HERBERT I ELLIS ESQ RA-FLORIO & KENNY LLP			
45	2009	22884	F	MCDONOUGH VS CELTIC CONCEPTS LANDS	09-17-2008		
P-TREVOR MCDONOUGH R-CELTIC CONCEPTS LANDSCAPING R-CELTIC CONCEPTS LANDSCAPING				PA-ANSELL GRIMM & AARON RA-FARM FAMILY CASUALTY INS CO RA-BROWN & CONNERY			
46	2009	23116	F	MCGINTY VS LINDA NORTHINGTON T/A L	04-30-2009		
P-DONNA MCGINTY R-LINDA NORTHINGTON T/A LA HAIR CO R-LINDA NORTHINGTON T/A LA HAIR CO				PA-GAYLORD POPP LLC RA-CNA INSURANCE CO RA-CHARLES PETER HOPKINS II ESQ			
47	2009	24820	F	LEWIS V CITY OF BAYONNE	02-11-2008		
P-JULIAN LEWIS R-CITY OF BAYONNE				PA-DAVID J ADES ESQ RA-FLORIO & KENNY LLP			
48	2009	28580	F	OLIVER V DAVIES ROOSEVELT GROUP	01--2008		
P-MICHAEL OLIVER R-DAVIES ROOSEVELT GROUP R-DAVIES ROOSEVELT GROUP R-DAVIES ROOSEVELT GROUP R-DAVIES ROOSEVELT GROUP				PA-FRANK S SALZER ESQ RA-WILLIAM E STAEBLE RA-PHOENIX INS CO RA-LITTLE SEARCH BIGLEY BAUGHMA RA-BAUMANN & VISCOMI - SOMERSET			
49	2009	29433	F	VANSLOVIE VS RICHARD GINDI	02-01-2009		
P-DEBORAH VANSLOVIE R-RICHARD GINDI				PA-SHEBELL & SHEBELL RA-NATIONAL FIRE INS CO OF HART			
50	2009	31722	F	ABEL V ULTIMATE CREATIONS	06-14-2009		
P-CATHY ABEL R-ULTIMATE CREATIONS				PA-MANDELBAUM SALSBERG GOLD ESQ RA-GRAZIANO PIASECKI WHITELAW &			
51	2009	31946	F	MONHEIT V KNOCK ON GLASS, INC	04-01-2009		
P-MICHAEL MONHEIT R-KNOCK ON GLASS, INC				PA-BATHGATE WEGENER & WOLF RA-EDWARD P PAPALIA JR ESQ			
52	2010	5353	F	THOMAS VS CABLEVISION	02-05-2010		
P-BRIAN THOMAS R-CABLEVISION				PA-DRAZIN & WARSHAW PC RA-GRAZIANO PIASECKI WHITELAW &			
53	2010	5679	F	LOGAN V QUICK SERVICE	06-11-2009		
P-DOMINIQUE LOGAN R-QUICK SERVICE R-QUICK SERVICE				PA-ROBERT D FARBER ESQ RA-MONIQUE T MORAN ESQ RA-MANUFACTURERS ALLIANCE INS C			
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54	2009	17427	F	LOGAN V QUICK SERVICE MANAGEMENT	06-11-2009		
P-DOMINIQUE LOGAN R-QUICK SERVICE MANAGEMENT R-QUICK SERVICE MANAGEMENT				PA-ROBERT D FARBER ESQ RA-MONIQUE T MORAN ESQ RA-MANUFACTURERS ALLIANCE INS C			
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55	2006	26796	F	INGRAHAM V D C HERRING COMPANY	02-09-2006		
P-DAVID INGRAHAM R-D C HERRING COMPANY				PA-RONNER WEINER & TRAN RA-MORGAN MELHUIH ABRUTYN			
PROG TYPE: 9:00 AM MTN HEARING							
56	2003	39360	F	CAROLINO V INTERNAT. PAINTS, INC.(09-09-2003		
**** LIEN ****							
P-DOUGLAS CAROLINO R-INTERNATIONAL PAINTS, INC.				PA-ANSELL GRIMM & AARON RA-ORAZIANO PIASECKI WHITELAW &			
57	2007	12773	F	MAYHEW V GEM LIMOUSINE	03-28-2005		

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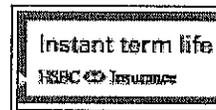
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Payment Confirmation Number : 029JX9M591
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Payment for account ending in : 128028
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Amount : \$100.00
Payment Date : 08/09/2010



Note: Your payment will be credited to your account on the payment day that you select. Please allow 2-3 days for your payment to be displayed online.

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Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION GRANTING PERMISSION TO LEXENT METRO CONNECT TO
INSTALL TELECOMMUNICATIONS FACILITIES ALONG, UNDER AND OVER THE
PUBLIC RIGHT-OF-WAY**

WHEREAS, Lexent Metro Connect (Lexent) is a telecommunications carrier authorized to provide service by the New Jersey Board of Public Utilities (BPU) and the Federal communications commission (FCC); and

WHEREAS, Lexent, which is a public utility and common carrier, has requested approval to install telecommunications facilities in Hoboken rights-of-way which are considered a deregulated service pursuant to NJBPU and FCC; and

WHEREAS, Lexent is seeking to lease conduit space and access to poles from other utilities, particularly Verizon New Jersey Inc.; and, Verizon has required that Lexent obtain City of Hoboken's approval as a condition of such access, pursuant to N.J.S.A. 48:3-18 and N.J.S.A. 48:3-19 agreements such as the aforementioned must obtain municipal consent to use poles and conduits.

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

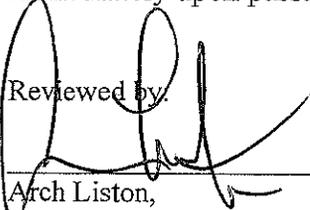
FURTHER RESOLVED, that:

1. Permission and authority are hereby granted to Lexent to enter into an agreement with Verizon to install telecommunications facilities on existing utility poles or within existing underground conduits located in the public right-of-way in the City of Hoboken, in order to provide telecommunications services to the public, and to operate, maintain and repair said facilities, subject to the following:
 - A. The facilities shall be installed in existing underground conduit and/or onto existing utility poles in the public right-of-way.
 - B. Lexent, its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements for the use of the public right-of-way.
 - C. Lexent, its successors and assigns, shall comply with all Federal, State, and Local laws requiring permits prior to beginning construction.
 - D. Such permission be and is hereby given upon the condition and provision that Lexent, its successors and assigns, not only indemnify and hold harmless the City of Hoboken, its officers, agents and servants from any claims whatsoever arising from or in any way connected to the acts or omissions of Lexent in use of the public right-of-way but shall agree on behalf of the City to defend any action at law or equity which may be brought against the City upon such claims or from claims arising during the construction period, excluding in all instances claims arising out of gross negligence or willful misconduct on the part of the City.
 - E. In no event shall either party be liable to the other or to any third party, whether in contract, tort, by indemnity or otherwise, for any punitive, special, indirect, incidental or consequential damages or any lost business damages in the nature of lost revenues or profits. Notwithstanding any provision contained herein, neither the City nor Lexent shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this instrument.

- F. Lexent hereby agrees to indemnify, defend and hold the City and its officials, officers, agents and employees against and from all suits, demands, claims, damages, or costs of suit and defense (including reasonable attorney fees), including but not limited to workers' compensation claims by the employees of Lexent or its sub-contractors, to which the City or its aforesaid officials, officers, agents and employees may be put by reason of injury or damage to the person or property of others resulting from defective materials used or furnished by Lexent, or from any carelessness or negligence of, or wrongful act or omission by Lexent or its agents, employees or sub-contractors arising from Lexent's performance in connection with the permission and consent granted herein, that causes such injury or loss.
- G. In addition to the aforesaid indemnity agreement, Lexent, its successors and assigns shall at its own cost and expense procure and keep at all times in full force and effect paid up policies for Comprehensive General Liability Insurance in favor of the City, in the amount of at least \$5,000,000, inclusive of umbrella coverage, bodily injury and property damage arising out of any one incident. Proof of said coverage, naming the City as an insured and including the indemnification clause in Section D shall be filed with the City Clerk prior to the installation of any plant. The City shall have the right to increase the amount of Comprehensive General Liability Insurance and to alter the terms of insurance called for under this section. Said insurance shall not be subject to cancellation or change until thirty (30) days after the City Clerk has received written notice thereof as evidenced by return receipt of certified or registered letter.
- H. Such permission is hereby given upon the further condition that in the use of the public right-of-way Lexent, its successors and assign, shall become subject to any lawful Ordinance or Resolution now or hereinafter adopted by the City.
- I. Such permission is hereby given upon the condition that Lexent shall obtain all applicable permits which may be required by the City, and shall comply with, and bear the expenses of, all applicable City requirements regarding traffic control and police supervision while any work in the public right-of-way is occurring.
- J. Lexent shall be responsible for the repair of damage to paving, existing utility lines, or any surface or substance installations, etc., arising from the construction, installation or maintenance of said facilities.
- K. Lexent's use of the public right-of-way is conditioned on compliance with all City codes including but not limited to Chapter 141A, dealing with Parking and Chapter 168 dealing with use of streets and sidewalks.

NOW THEREFORE BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Reviewed by:


Arch Liston,
Business Administrator

Approved as to form:


Michael B. Kates,
Corporation Counsel

Date of Meeting: August 11, 2010

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A
GRANT FOR ALCOHOL AND DRUG ABUSE**

WHEREAS, the City Council of the City of Hoboken, New Jersey, County of Hudson, State of New Jersey recognizes the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and,

WHEREAS, the City Council of the City of Hoboken further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

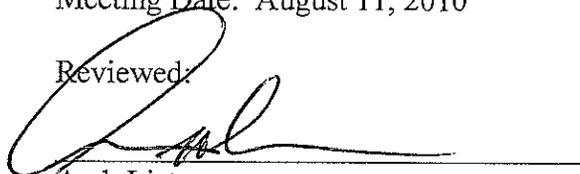
WHEREAS, the City of Hoboken Municipal Alliance Committee Against Alcohol and Drug Abuse has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, hereby recognizes the following:

1. The City Council of the City of Hoboken does hereby authorize submission of an application by the Hoboken Municipal Alliance Committee Against Alcohol and Drug Abuse for a grant for the calendar year 2011 in the amount of \$40,261.00.
2. The City Council of the City of Hoboken acknowledges the terms and conditions for administering the Municipal Alliance grant, including a \$10,066.00 City cash match, the administrative compliance and audit requirements.

Meeting Date: August 11, 2010

Reviewed:



Arch Liston
Business Administrator

Approved as to Form:



Michael B. Kates
Corporation Counsel

CERTIFICATION

I, James Farina, Municipal Clerk of the City of Hoboken, County of Hudson, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the City Council of Hoboken on this _____ day of August, 2010.

James Farina, Municipal Clerk

COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES

595 COUNTY AVENUE, BLDG. 2
SECAUCUS, NEW JERSEY 07094

THOMAS A. DeGISE
County Executive

PHONE: (201) 369-5280

CAROL ANN WILSON
Director

FAX: (201) 369-5281

July 29, 2010

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

Dear Mayor Zimmer:

The County of Hudson, through its Department of Health & Human Services, has been notified by the Governor's Council on Alcoholism and Drug Abuse (GCADA) that monies will be available for the implementation and continuation of Hudson's Municipal Alliance programs with the various municipalities.

The FY2011 allocation for Hoboken is anticipated to be as follows:

ALLOCATION	\$40,261
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The grant period will begin January 1, 2011 and continue through December 31, 2011.

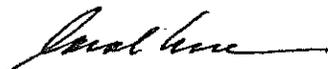
To be eligible to draw your Municipality's dollars, it will be necessary to submit your community's FY2011 Municipal Alliance Plan, including a detailed budget, to this office by Monday August 23rd. Please submit to Derron Palmer, DHHS, 595 County Avenue, Bldg. 2, Secaucus, NJ 07094.

It is imperative that this deadline be met so that the County can submit its formal application and plan to the State by the required deadline. Please be aware that due to the tight budget constraints in the State, the failure to make a timely submission could result in a reduction of your FY2011 dollars.

Attached please find a copy of the contract package. Your cooperation in submitting your community's plan by deadline is appreciated.

If you have any questions or need additional information, don't hesitate to contact this office at 201-369-5282.

Very truly yours,



Carol Ann Wilson, Director
Department of Health & Human Services

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE TERMINATION
OF THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND MONROE CENTER DEVELOPMENT L.L.C.**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, *et seq.*, as amended and supplemented (the "Act"), authorizes municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment, the Council of the City of Hoboken ("City Council") by resolution designated certain properties in the City as areas in need of redevelopment in accordance with the Act; and

WHEREAS, on May 20, 1998, the City Council by ordinance adopted the Northwest Redevelopment Plan ("Plan") which has been amended from time to time, and which sets forth the plan for the redevelopment area; and

WHEREAS, on October 4, 2000, the City Council adopted a Resolution designating Monroe Center Development L.L.C. as Redeveloper of a portion of the Northwest Redevelopment Area; and

WHEREAS, on June 18, 2001, the City executed a Redevelopment Agreement ("Agreement") with Monroe Center Development, L.L.C., and;

WHEREAS, Monroe Center Development, L.L.C. subsequently obtained approvals from the Hoboken Planning Board to construct the project in five (5) phases, consisting of residential, commercial, parking and dedicated open space also known as "Village West"; and

WHEREAS, the Agreement contained, among other things, a schedule by which Monroe Center Development, L.L.C. was obligated to undertake the redevelopment of the various phases of the redevelopment project within twenty-four (24) months from the date of the 2001 Agreement and to complete the construction within sixty (60) months thereafter; and

WHEREAS, on November 7, 2007, the City Council adopted a Resolution to provide a ten (10) month extension to complete the construction of Phase I of the "Village West" development; and

WHEREAS, as of the date of this Resolution, Phase I of the "Village West" portion of the project has not been completed and construction has not taken place on any of the other four Phases of the project; and

WHEREAS, proceedings in Bankruptcy Court of the United States of America regarding various phases of the project are currently ongoing; and

WHEREAS, Monroe Center Development, L.L.C. has failed to comply with the obligations set forth in the Redevelopment Agreement; and

WHEREAS, on May 21, 2010, Special Redevelopment Counsel for the City of Hoboken notified Monroe Center Development, L.L.C. by letter that Monroe Center Development, L.L.C. was in default of its obligations as contained in the Agreement and demanded that Monroe Center Development, L.L.C. cure the defaults and comply with its obligations as set forth in the Agreement ("Notification") (a copy is attached as Schedule 1); and

WHEREAS, on June 21, 2010, Monroe Center Development, L.L.C. responded to the Notification by, among other things, denying it was in default, requesting an indefinite extension of time to comply with its obligations and declining to agree to cure the defaults cited in the Notification (a copy is attached as Schedule 2); and

WHEREAS, on July 8, 2010, Special Redevelopment Counsel for the City again notified Monroe Center Development, L.L.C. of the defaults of its obligations and demanded that Monroe Center Development, L.L.C. cure the defaults and come into compliance with its obligations provided and requested a further opportunity to cure the defaults and to provide any additional factual information to consider before a recommendation of termination is made to the City Council ("Second Notification") (a copy of the Second Notification is attached as Schedule 3); and

WHEREAS, Monroe Center Development, L.L.C. has failed to respond to the Second Notification and has failed and refused to cure the default of its obligations under the Agreement and remains in default of its obligations under the Agreement; and

WHEREAS, no additional response has been provided to Special Redevelopment Counsel and he has recommended that the City Council adopt a Resolution to authorize the termination of the Agreement; and

WHEREAS, termination of the Agreement with Monroe Center Development, L.L.C. and termination of Monroe Center Development, L.L.C.'s status as the designated redeveloper of the Northwest Redevelopment Area would facilitate the ability of the City of Hoboken to obtain another redeveloper or redevelopers to undertake and complete the redevelopment of this project, which is of major importance and significance to the economic, environmental and cultural well being of the City;

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

1. A further extension of time to comply with the obligations of the Redevelopment Agreement is rejected because Monroe Center Development, L.L.C. has failed to demonstrate sufficient reasons to support an extension of time; has failed to demonstrate that it has the financial and managerial capability to implement the project; has failed to present a credible proposed schedule of activities to bring the project to completion and cure the defaults and the City Council hereby determines that it is not in the public interest to grant an extension of time to complete the project; and

2. The City's Redevelopment Counsel, Maraziti, Falcon & Healey, is hereby authorized and directed to notify Monroe Center Development, L.L.C. that its designation as the designated

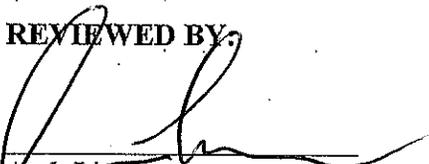
redeveloper for the Northwest Redevelopment Area is terminated.

3. The City's Special Redevelopment Counsel, Maraziti, Falcon & Healey is hereby authorized and directed to notify Monroe Center Development, L.L.C. on behalf of the City that the Redevelopment Agreement be terminated and that the City does not waive any of its rights and remedies under the Agreement.

4. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

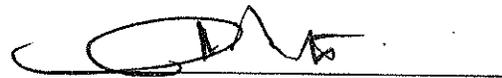
5. This Resolution shall be effective immediately.

REVIEWED BY:



Aroh Liston,
Business Administrator

APPROVED AS TO FORM:



Michael B. Kates
Corporation Counsel



JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER†
ALBERT I. TELSEY†
ANDREW M. BREWER
BRENT T. CARNEY
ANTON L. LENDOR
CHRISTOPHER D. MILLER
HEATHER A. PIERCE
†ALSO MEMBER NY BAR

150 JOHN F. KENNEDY PARKWAY
SHORT HILLS, NEW JERSEY 07078

PHONE: (973) 912-9008
FAX: (973) 912-9007
WWW.MFHLLAW.COM

Direct Dial Number: (973) 912-6818

May 21, 2010

Regular and Certified Mail RRR
Monroe Center Development, LLC
720 Monroe Street, Unit C-308
Hoboken, New Jersey 07030

Re: City of Hoboken – Monroe Center Development, LLC Redevelopment Agreement
Notice of Defaults and Demand to Cure

Dear Mr. Madam or Sir:

This firm serves as Special Redevelopment Counsel to the City of Hoboken in connection with the above referenced matter. This letter shall serve as notice pursuant to Paragraph 13 of the Redevelopment Agreement that Monroe Center Development, LLC ("Monroe") has failed to comply with the terms and conditions of the Redevelopment Agreement and the Amended Redevelopment Agreement dated January 31, 2005 (collectively the "Agreement" or "Redevelopment Agreement") and a demand that Monroe immediately cure each default and breach of the Agreement.

The terms and conditions of the Redevelopment Agreement provide that notification of failure to comply with the terms and conditions of the Agreement may eventually result in the ability of the City of Hoboken to commence actions in law or equity and/or pursue other proceedings to enforce the terms of the Agreement. This letter is being provided in satisfaction of the requirement of formal written notice and a request that Monroe remedy its failure to comply with the terms and conditions of the Agreement. Set forth below is a description of each failure to perform a covenant, condition or agreement in the Redevelopment Agreement, which are known to date, and a request that such be remedied pursuant to the terms of the Redevelopment Agreement.

Section 6(b) – Diligent Pursuit of Construction Permits Re Phases II, III, IV and V.

Pursuant to Section 6(b), (as amended per January 31, 2005 Amendment) -Monroe was and is obligated to diligently pursue the issuance of construction permits for each of the five phases of the Project. It has been over five years since the January 31, 2005 Amendment, and Monroe has not obtained or diligently pursued the issuance of the construction permits for all five phases of the Project. Monroe has breached this condition of the Agreement, as amended, in that it has failed and refused to diligently pursue these permits. This letter shall serve as a demand by the City for Monroe to comply with this requirement and remedy this failure to comply with the terms of the Redevelopment Agreement. Monroe's failure to remedy this breach and default within 30 days of the date of receipt of this letter will

SCHEDULE 1

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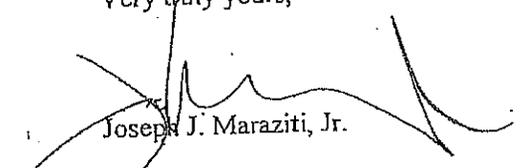
enable Hoboken to take any and all actions and remedies that are available. This letter shall serve as notice that in the event that Monroe is unwilling and/ or unable to cure this default, the City of Hoboken reserves the right to terminate the Agreement, terminate Monroe's status as the designated Redeveloper and seek an alternative redeveloper for the Project, or otherwise proceed with respect to the project site.

Section 6(b) Completion of Phase I

Pursuant to Section 6(b), (as amended per January 31, 2005 Amendment) Monroe was obligated to complete construction of Phase I within two (2) years of its acquisition of construction permits for Phase I. Construction permits for Phase I were issued to Monroe more than two (2) years ago, but construction has not been completed on Phase I. Monroe has breached this condition of the Agreement in that it has not completed construction of Phase I within the time period provided in the Agreement, as amended. This letter shall serve as a demand by the City for Monroe to comply with this requirement and remedy this failure to comply with the terms of the Redevelopment Agreement. Monroe's failure to remedy this breach and default within 30 days of the date of receipt of this letter will enable Hoboken to take any and all actions and remedies that are available. This letter shall serve as notice that in the event that Monroe is unwilling and/ or unable to cure this default, the City of Hoboken reserves the right to terminate the Agreement, terminate Monroe's status as the designated Redeveloper and seek an alternative redeveloper for the Project or otherwise proceed with respect to the project site.

It is imperative that Monroe take the appropriate action to fully respond and satisfy the legal commitments it entered into. Failure to do so will enable the City of Hoboken to commence all actions and proceedings necessary to remedy or cure Monroe's defaults under the Redevelopment Agreement seek damages from Monroe or take any other action in the best interest of the City of Hoboken.

Very truly yours,


Joseph J. Maraziti, Jr.

c: Honorable Dawn Zimmer, Mayor, City of Hoboken
Michael Kates, Esq., Corporation Counsel, City of Hoboken
Glenn C. Kienz, Esq., Counsel for Monroe Center Development, LLC
Joseph Daly, Esq., Counsel for Monroe Center Development, LLC
Brandy Forbes, Director of Community Development, City of Hoboken
Barry D. Kleban, Esq., Counsel for Principal Commercial Funding II, LLC
Dale E. Barney, Esq., Counsel for Applied Monroe Lender, LLC
Sheila Calello, Esq., Counsel for Strategic Performance Funk-II, Inc.
and SPF Monroe Center Lender LLC

MONROE CENTER DEVELOPMENT, LLC
P. O. BOX 691
HOBOKEN, NJ 07030
(201)951-3388

June 21, 2010

Via Certified Mail RRR
City of Hoboken
Department of Human Services
City Hall
94 Washington Street
Hoboken, NJ 07030

Re: City of Hoboken – Monroe Center Development, LLC
Developer's Agreements
Mazarati & Falcon, Healey, LLP's Letter dated May 21, 2010

Dear Sir or Madam:

We are in receipt of the above-referenced letter. Monroe Center Development, LLC ("Monroe") denies that it has failed to comply with the terms and conditions of the Developer's Agreement, as amended, inclusive of the resolution by the Mayor and the City Council of the City of Hoboken ("Agency") dated November 7, 2007. On the contrary, elements and / or agents of the Agency have been involved in acts of bad faith.

(A) Alleged defaults and breaches.

Paragraph 6(b) – Diligent Pursuit of Construction Permits.

Paragraph 6(b) of the Developer's Agreement, (as amended per January 31, 2005 Amendment to Developer's Agreement) states in relevant part:

"Redeveloper shall diligently pursue the issuance of construction permits for each phase in accordance with the intent of the phasing schedule approved by the Planning Board for "Village West". (Emphasis added.)

As you are aware, Phase I permits were diligently pursued and issued. Furthermore, permits for Phase II were diligently pursued and issued; the work on the foundation was started. Unfortunately, new environmental issues were encountered on the site. In keeping with a progressive environmental philosophy, Monroe tried to remediate the environmental conditions rather than transfer the environmental contaminants to another location. Monroe has spent approximately

SCHEDULE 2

\$4 million to remedy the environmental issues, which it did not cause. We informed the Agency that we were seeking the benefit of section 14 of the Developer's Agreement to extend the time to complete the project, and the Agency through its Director of Community Development concurred.

We are hereby seeking further extension pursuant to paragraph 14 of the Developer's Agreement due to a state of economic emergency (that has been codified by the Permit Extension Act of 2008) as well as the continuing environmental condition of the Phase II site.

Even though, paragraph 6(b) requires that we pursue the issuance of construction permits for each phase in accordance with the intent of the phasing schedule approved by the Planning Board (i.e. phases I, II, III, IV, and V in sequence), we have gone above and beyond in our diligent pursuit of the construction permits and prepared the construction drawings for a large part of Phase IV as well as the entirety of Phase V.

Paragraph 6(b) Completion of Phase I

For the record, the Agency -- through the Developer's Agreement, Amendment to Developer's Agreement and its resolution dated November 7, 2007 -- gave a period ending July 27, 2008 for the completion of Phase I. Pursuant to the requirements of the Planning Board approval, Phase I is 95% complete.

We are hereby requesting a Certificate of Completion for Phase I from the Agency pursuant to paragraph 10 of the Developer's Agreement (as amended per January 31, 2005 Amendment to Developer's Agreement).

Additionally, we are hereby requesting an extension for Phase I pursuant to paragraph 14 of the Developer's Agreement due to a state of economic emergency (that has been codified by the Permit Extension Act of 2008) until the Certificate of Completion for Phase I is issued by the Agency.

(B) Acts of bad faith by the Agency.

Prior to the issuance of the referenced letter, the Agency in contravention of its agreements with Monroe (through the law firm of Scarinci & Hollenbeck) in federal court proceedings took positions that would have effectively ended Monroe's ability to complete the various phases; the Agency's pronouncements in these court proceedings have apparently poisoned the Judge's and the other participants' minds and are already having a deleterious effect on Monroe's ability to perform.

Furthermore, prior to the issuance of the referenced letter, representatives of the Agency have been planning changes to the various phases of Monroe

Center and actively negotiating with other developers – once again in conflict with its agreements.

Finally, prior to the issuance of the referenced letter, representatives of the Agency have been going through the Phase I buildings and telling tenants about the Agency's intentions to change the zoning for the subject properties as a fait accompli. For that matter, we have been informed that representatives of the Agency were actively scouring for any disgruntled person who might have been denied a lease in Phase I so that a case for de-designating Monroe could be made.

It is imperative that the Agency refrain from acts contrary to its agreements with Monroe, acts that are prejudicial to Monroe and acts of bad faith. We reserve our rights to pursue all remedies.

Sincerely,

Monroe Center Development, LLC

BY: 
DIL HODA, MANAGING MEMBER

C:
Corporation Counsel, City of Hoboken (via certified mail RRR)
Ms. Brandy Forbes, City of Hoboken (via email)
Joseph J. Maraziti, Jr., Esq., Maraziti & Falcon, Healey, LLP (via email)

JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER†
ALBERT I. TELSEY†
ANDREW M. BREWER
BRENT T. CARNEY
ANTON L. LENDOR
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Direct Dial Number: (973) 912-6813

July 8, 2010

Regular and Certified Mail RRR
Monroe Center Development, LLC
720 Monroe Street, Unit C-308
Hoboken, New Jersey 07030

Re: **Hoboken -- Monroe Center Development, LLC Redevelopment Agreement
Notice of Defaults and Demand to Cure**

Dear Mr. Hoda:

Please accept this letter in response to your letter of June 21, 2010 addressed to the City of Hoboken and in response to my Letter of May 21, 2010. As set forth below, your request for an extension pursuant to Section 14 is not in compliance with the applicable provisions of the Agreement, fails to set forth a covered basis for an extension and it is our recommendation to the City of Hoboken that it should be denied. Your request for a Certificate of Completion is premature in that you admit in your letter that Phase I is not fully complete. Finally, your letter makes clear that rather than cure the cited breaches and defaults, Monroe's course of action is to seek repeated extensions. We have addressed the specific points in your letter in greater detail below.

Request for Extension Pursuant to Section 14

Please be advised that your request for an extension under Section 14 is denied for several reasons. Section 14 addresses situations of "enforced delay" in performance. The representative examples provided in Paragraph 14 are situations in which performance was prevented. The cited "reasons" in your letter do not constitute enforced delay. Your letter does not even attempt to explain how the Permit Extension Act has prevented you from proceeding with the completion of the Project. Your citation to environmental contamination also does not constitute an enforced delay that would entitle you to an extension under this Section. You have failed to set forth how either situation has prevented Monroe from proceeding. The generalized recitation of difficulties is not a justification for a delay pursuant to this Section.

SCHEDULE 3

Your request for an extension also failed to comply with the specific notice provisions in the Agreement. In particular, any request for an extension must be made in writing within 60 days of the beginning of the enforced delay. Your letter fails to cite an enforced delay and further failed to request the extension within 60 days of the commencement of an enforced delay. Accordingly, the request must be denied.

Diligent Pursuit of Building Permits

Your letter appears to admit that you have failed to diligently pursue building permits for Phases III, IV and V. The self-serving and unsupported claim that Monroe has gone "above and beyond" is a meaningless phrase that fails to address Monroe's failure to comply with this requirement.

Request for Certificate of Completion

Your request for a Certificate of Completion for Phase I is premature, invalid and inconsistent with the assertions set forth in your letter. By its very nature, a Certificate of Completion may only be issued upon "completion" of the Phase for which it is sought. In your letter you candidly admit that the project is 95% complete. We note that you have not given any explanation as to how that figure was established, but note that it is an admission that Phase I is not yet complete, making your request both premature and invalid. I further note that despite requesting the Certificate of Completion, your letter also seeks an extension of time to complete Phase I.

Allegations of Bad Faith

Please be advised that Hoboken categorically rejects your assertion that any actions taken by its agents or attorneys has been in bad faith. Your assertion of poisoning the judge's mind has absolutely no basis whatsoever. The judge's opinion of Monroe was established when Monroe's principal Jerry Sadell admitted under oath that he misappropriated Monroe's funds to pay personal legal bills and expenses. That is the reason that the judge found it necessary to appoint a Chapter 11 Trustee and remove Mr. Sadell and you from fiduciary control over Monroe. The City's counsel simply stated the obvious in court, that the City wanted and needed to have the development of the properties moved forward, and that Monroe had been unable to do so for years.

No action by the City's counsel had the effect of ending Monroe's ability to complete the various phases. Monroe's own actions however had this effect. In particular:

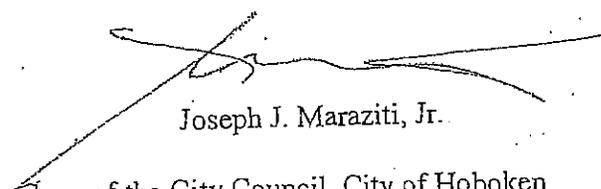
- a. In March, 2009, before the City had even retained the Scarinci firm to represent it in the Monroe matter, Monroe had already lost control of Phase II when the court appointed a Chapter 7 trustee to liquidate Phase II.

- b. By the time the Scarinci firm appeared in court, the Phase II secured lender had already instituted foreclosure proceedings, which recently resulted in the lender taking title to Phase III at a foreclosure sale.
- c. On May 18, 2010, which is apparently the court hearing of which you reference, Monroe had already filed a plan of reorganization for Phases I and IV which called for Monroe's existing equity interests to be extinguished, unless interest holders buy in after plan confirmation at "fair market value." Mr. Sadell and you are not entitled to this "buy-in" right. Thus apparently your rights are permanently extinguished.

Accordingly, independent of any actions by the Scarinci firm, Monroe had already lost, or voluntarily chosen to surrender Phases I, II, III & IV of the project.

For all of the above reasons, it will be my recommendation to the City of Hoboken that Monroe's request for an extension of time and request for a Certificate of Completion be denied. It will also be my recommendation that the City of Hoboken terminate the Redevelopment Agreement and Monroe's status as redeveloper based upon Monroe's defaults in its obligations and the refusal of Monroe to cure those defaults despite notice and a demand to cure. In the event that Monroe changes its position regarding the obligation to cure the cited defaults and confirms this position in writing within 10 days of the date of this letter I will reconsider the recommendation as to how the City of Hoboken should proceed in this matter. Please let me know if you have any additional factual information to provide for my consideration.

Very truly yours,



Joseph J. Maraziti, Jr.

- c: Mayor Zimmer and Members of the City Council, City of Hoboken
Michael Kates, Esq., Corporation Counsel
Glenn C. Kienz, Esq., Counsel for Monroe Center
Brandy Forbes, Community Development Director
Mortgage Holders (See attached list)

**MONROE CENTER DEVELOPMENT, LLC
MORTGAGE HOLDERS**

Joseph Daly, Esq.
Weiner Lesniak
629 Parsippany Road
P.O. Box 438
Parsippany, New Jersey 07054
Counsel for Monroe Center Development, LLC

Barry D. Kleban, Esq.
McElroy, Deutsch, Mulvaney
Three Gateway Center
100 Mulberry Street
Newark, NJ 07102
Counsel for Principal Commercial Funding II, LLC

Dale E. Barney, Esq.
Gibbons PC
One Gateway Center
Newark, NJ 07102
Counsel for Applied Monroe Lender, LLC

Shelia E. Calello, Esq.
McCarter & English
100 Mulberry Street
Newark, New Jersey 07102
Counsel for Strategic Performance Funk-II, Inc. and SPF Monroe Center Lender LLC

JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER†
ALBERT L. TELSEY†
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Direct Dial Number: (973) 912-6818
jmaraziti@mfhenvlaw.com

MEMORANDUM

TO: Council President Marsh and Members of the City Council

COPY: Brandy A. Forbes, AICP, P.P., Community Development Director
Michael Kates, Esq.

FROM:  Joseph J. Maraziti, Esq.

DATE: July 30, 2010

RE: Termination of Redevelopment Agreement with
Monroe Center Development L.L.C.

I write to recommend the adoption of a Resolution to authorize the termination of the Redevelopment Agreement dated June 18, 2001, between the Mayor and the City Council of the City of Hoboken and Monroe Center Development L.L.C. (the "Agreement"). The Agreement required the Redeveloper to construct a multi-phased mixed use project. After the execution of the Agreement, Monroe Center Development, L.L.C. (the "Redeveloper") obtained Planning Board approval to construct the project in five (5) phases.

The Agreement required that "construction shall begin no later than twenty-four (24) months from the date of the execution of this agreement and shall be completed within sixty (60) months". In November 2007, the City Council adopted a Resolution to provide a ten (10) month extension to complete the construction of Phase I. Aside from the incomplete construction of Phase I, construction of other phases of the project have neither begun nor been completed, as required by the Agreement.

In addition to mortgage foreclosure actions regarding several of the Phases of the Project (Phases I, II, III and IV), proceedings in Bankruptcy Court are underway regarding Phases I, II, and IV.

I have served two notices of default to the Redeveloper to provide it with an opportunity to submit information that would form a basis to avoid the issuance of a termination notice. In response, a request for an extension of unstated duration grounded on "a state of economic emergency" and baseless allegations of bad faith by the City, was received.

It is my recommendation in my capacity as Special Redevelopment Counsel that the City Council authorize the termination of the Agreement in order to allow the City to undertake the necessary steps to proceed with the proper redevelopment of this important area of the City, in order to serve the public interest by maximizing the potential benefits to the City of the revitalization of the area.

Sponsored By: _____

Co-Sponsored By: _____

City of Hoboken

Resolution No. _____

Resolution: Approval to submit a grant application and execute a grant agreement for the Municipal Aid Program with the New Jersey Department of Transportation for Improvements to Various Streets, Fiscal Year 2011.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2011-Hoboken City-000386 to the New Jersey Department of Transportation on behalf of the City of Hoboken,

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council

On this _____ day of _____, 20____.

Clerk
James J. Farina

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

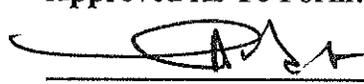
ATTEST and AFFIX SEAL _____
(Clerk)
James J. Farina

(Presiding Officer)
Dawn Zimmer
Mayor

Meeting Date: August 11, 2010

Department of Environmental Services


Jennifer W. Maier, Director

Approved As To Form:


Michael Kates, Corporation Counsel

Sponsored By: _____

Co-Sponsored By: _____

City of Hoboken

Resolution No. _____

Resolution: Approval to submit a grant application and execute a grant agreement for the Centers of Place Program with the New Jersey Department of Transportation for the Washington Street Pedestrian Improvements, Fiscal Year 2011.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as COP-2011-Hoboken City-00038 to the New Jersey Department of Transportation on behalf of the City of Hoboken,

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 20_____.

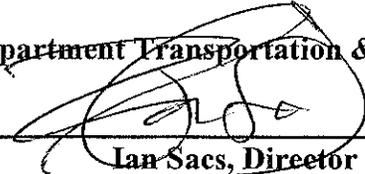
Clerk
James J. Farina

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Clerk)
James J. Farina

(Presiding Officer)
Dawn Zimmer
Mayor

Meeting Date: August 11, 2010

~~Department Transportation & Parking~~


Ian Sacs, Director

Approved As To Form:


Michael Kates, Corporation Counsel

Sponsored By: _____

Co-Sponsored By: _____

City of Hoboken

Resolution No. _____

Resolution: Approval to submit a grant application and execute a grant agreement for the Bikeway Grant Program with the New Jersey Department of Transportation for the City-Wide Bike Lane Improvements, Fiscal Year 2011.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as BIKE-2011-Hoboken City-00078 to the New Jersey Department of Transportation on behalf of the City of Hoboken,

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council

On this day of , 20 .

Clerk
James J. Farina

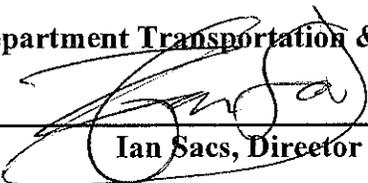
My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Clerk)
James J. Farina

(Presiding Officer)
Dawn Zimmer
Mayor

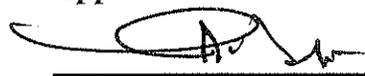
Meeting Date: August 11, 2010

Department Transportation & Parking



Ian Sacs, Director

Approved As To Form:



Michael Kates, Corporation Counsel

Sponsored By: _____

Co-Sponsored By: _____

City of Hoboken

Resolution No. _____

Resolution: Approval to submit a grant application and execute a grant agreement for the Safe Streets to Transit Program with the New Jersey Department of Transportation for the Hudson Place and Hudson Street Intersection Improvements, Fiscal Year 2011.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as SST-2011-Hoboken City-00062 to the New Jersey Department of Transportation on behalf of the City of Hoboken,

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 20_____.

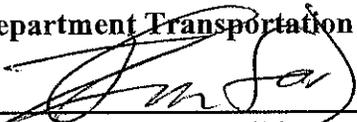
Clerk
James J. Farina

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

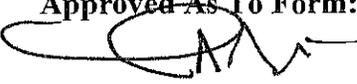
ATTEST and AFFIX SEAL _____
(Clerk)
James J. Farina

(Presiding Officer)
Dawn Zimmer
Mayor

Meeting Date: August 11, 2010

Department Transportation & Parking


Ian Saes, Director

Approved As To Form:


Michael Kates, Corporation Counsel

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

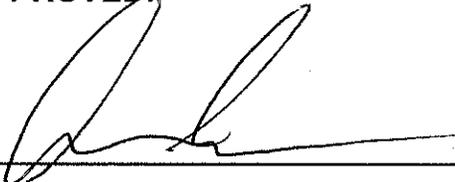
THIS RESOLUTION RATIFIES THE ACTION OF THE ADMINISTRATION TO ADVERTISE FOR AN AUCTION OF ABANDONED VEHICLES/SURPLUS EQUIPMENT/BICYCLES TO BE HELD ON 6 AUGUST 2010.

WHEREAS, the Purchasing Agent, Department of Administration requests authorization of the Council to dispose of abandoned vehicles/surplus equipment/bicycles, that are in the possession of the Hoboken Police Department, Department of Environmental Services, and/or the Hoboken Parking Utility for over thirty days, the said authorized pursuant to provision of N.J.S.A. 39:10A-1 and

NOW THEREFORE BE IT RESOLVED, the Purchasing Agent, Department of Administration or his duly authorized representative is hereby authorized to expose for sale at Public Auction, Friday, 6 August 2010, at 11 A.M., in the Court Room in City Hall, the vehicles/equipment/bicycles set forth on the attached list pursuant to law.

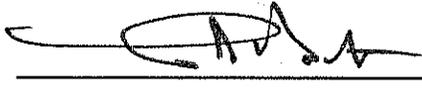
MEETING OF: 11 August 2010

APPROVED:



A. Liston, Business Administrator

APPROVED AS TO FORM:



Michael Kates, Corporation Counsel



CITY OF HOBOKEN

**Division of Purchasing
94 Washington Street
Hoboken, NJ 07030-4585
(201) 420-2027
(Fax) 201-420-2009**

DAWN ZIMMER
Mayor

Richard England
Purchasing Agent

21 July 2010

**Mr. James Farina
City Clerk
City Hall
Hoboken, New Jersey 07030**

Dear Jim:

Attached is a public notice for an abandoned vehicle/surplus equipment/bicycle auction to be scheduled for Friday, 6 August 2010 at 11 A.M. Also attached is a draft of a resolution approving the advertisement for this auction.

Please advertise in the appropriate daily newspapers at least ten (10) days prior to the auction sale date.

The list of vehicles/equipment/bicycles that are part of this resolution may be updated prior to the Council meeting.

Thank you,

Sincerely yours,

**RICHARD ENGLAND
Purchasing Agent**

Attachments:

**cc: D. Zimmer, Mayor
A. Liston, Business Administrator
J. Maier, Director of Environmental Services
Lt. E. Schell, H.P.D.**

**CITY OF HOBOKEN
COUNTY OF HUDSON
PUBLIC NOTICE**

TAKE NOTICE, which the undersigned shall expose, the attached list of motor vehicles/surplus equipment/bicycles for sale in accordance with provision of N.J.S.A. 39:10A-1 at Public Auction on Friday, 6 August 2010 at 11 A.M. in the Court Room in City Hall. The abandoned vehicles may be inspected at the place of storage, Mile Square Towing, 1520 Jefferson Street, Hoboken, New Jersey, on Thursday 5 August 2010, between the hours of 9:00 A.M. - 2:00 P.M.. These abandoned vehicles have come into the possession of the Hoboken Police Department and/or Hoboken Parking Utility through abandonment or failure of the owners to claim same, have been deemed so by the City of Hoboken. The surplus equipment herein listed shall be available for inspection at their place of storage, City of Hoboken municipal garage, 256 Observer Highway, Hoboken at the same times as shown above. The bicycles shall be available for viewing at the Demarest School, 400 Garden Street, Hoboken, New Jersey on Thursday 5 August 2010 between the hours of 11 A.M. and 1 P.M.. The undersigned shall reserve the right to withdraw any of these vehicles being auctioned individually. **MINIMUM BID FOR ABANDONED VEHICLES WILL START AT \$75.00 per vehicle being auctioned individually with TEN (\$10.00) increments. MINIMUM BULK BID SHALL BE \$50.00 per vehicle. The pricing for the other equipment/bicycles shall be as shown on the attached lists. Such Public Sale shall be conducted as follows:**

- 1. The undersigned shall offer the entire list of such vehicles for sale in bulk to the highest bulk bidder.**
- 2. After the bulk bidding is completed, the undersigned shall then offer each vehicle on an individual basis to the highest bidder.**
- 3. After both the bulk and the individual bidding are completed:**
 - a) If the amount of the bulk bid exceeds the total amount of the cumulative individual bids, then the undersigned shall award all of the auctioned vehicles in bulk to the highest bulk bid.**
 - b) If the cumulative total of individual bids is higher than the bulk bid, then the undersigned shall sell each vehicle for the highest bid for that vehicle.**
 - c) If the award of bids is based on provision 3.b above; then any vehicles which received no individual bids will then be packaged for sale to the highest bidder on a bulk basis.**

Payment shall be made in full at the time of the sale. Take further notice that all vehicles and equipment must be removed from the City's place of storage no later than three (3) business days after the date of the sale. In the event any such successful bidder fails to remove said vehicle in the time set forth then the City may declare the particular vehicle(s) which have not been removed in accordance therewith void and the monies by such successful bidder shall be forfeited.

The sale of motor vehicles pursuant to this law has barred all claims or interest in such motor vehicles forever, except for the right to reject any and all bids for the vehicles.

JAMES FARINA, City Clerk

LIST OF ABANDONED VEHICLES

<u>Vehicle Description</u>	<u>Last Owner</u>
2000 Ford (Black/4 Dr) Vin: 2FAFP71W8YX170952 Mileage: Digital?	Bruce Campbell 238 Springdale Ave. Meriden, CT 06451
1996 Buick Skylark (Teal/4 Dr) Vin: 1G4NJ52M4TC433108 Mileage: 106,005	Alfredo Lugo 80 Arlington Ave. Jersey City, NJ 07305
1994 Nissan Sentra (Green/2 Dr) Vin: 1N4EB31F1RC862066 Mileage: 169,576	John Field 340 Bramhall Avenue Jersey City, NJ 07304

LIST OF SURPLUS EQUIPMENT

<u>Vehicle Description</u>	<u>Minimum Bid</u>
1990 Chevrolet (4Dr) Vin: 1GNEV16K3LF160338	\$ 50.00
2001 Cushman Sweeper Vin: 1CHMH66631L000498	\$ 50.00
2001 Dodge Truck Vin: 2B3HD46R31H623728	\$ 50.00
1994 Ford Crown Victoria Vin: 2FALP71W0RX198877	\$ 50.00
1990 International Vin: 1HTSAZRK9LH216629	\$ 50.00

(THIS SURPLUS EQUIPMENT HAS A MINIMUM BULK BID OF \$250.00)

BICYCLES

<u>Number</u>	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>Serial #</u>	<u>Minimum Bid</u>
101	Raleigh	Mountain Bike	Red	R928260211	\$10.00
102	Mongoose	Mountain Bike	Purple	R3502TRT03M1JA	\$10.00
103	Pacific	Bike	Purple	SNFSD06J81735	\$10.00
104	Ross	10 Speed	Brown	0678284388	\$10.00
105	Cannondale	F300	Black	00222CSN20	\$10.00
106	Trek	Mountain Bike	Green	WTW2126118N	\$10.00
107	Unknown?	Bike	Black	GS070726683	\$10.00
108	Ross	EuroTour 3Spd	Copper	None	\$10.00
109	Kent	Mountain Bike	Blue	None	\$10.00
110	Road Master	Bike	Red/Black	SNXD04008361	\$10.00
111	Specialized	HRXC Capa T-26	Black	ICSP7F02943	\$10.00
112	Schwinn	Mountain Bike	Purple	CSC3B08580	\$10.00
113	Ironman	Bike	Unknown	P99C015882	\$10.00
114	Mongoose	Bike	Blue	None	\$10.00
115	Marin	Mountain Bike	Blue/Yellow	None	\$10.00
116	Mongoose	Mountain Bike	Blue/White	None	\$10.00
117	Bianchi	10 Speed	Pink	AS69449-19	\$10.00
118	Giant	Mountain Bike	Black/Silver	C46AC099	\$10.00
120	Schwinn	Mountain Bike	Pink/White	SNIDC06F22889	\$10.00
121	Royce Union	Bike	Blue	99856742	\$10.00
122	Dragon Impact	Mountain Bike	Green	GH0705427	\$10.00
123	Schwinn	X-2000	Unknown	None	\$10.00
124	Next	Bike	Yellow	694466226	\$10.00

MINIMUM BULK BID FOR ALL BICYCLES MUST BE \$230.00

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meetings of March 3, March 10, (Special Meeting) and March 17, 2010, (w/corrections) April 7, April 21, 2010 have been reviewed and approved as to legal form and content. (WITH CORRECTIONS)

Approved as to form:

Meeting Date: August 11, 2010

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 11,955.44**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
MET LIFE HOME LOANS C/O TOTAL MORTGAGE SOLUTIONS, LP ATT: REFUND DEPT 1555 WALNUT HILL LANE STE 200-A IRVING, TEXAS 75038	66/9/C0012	517-521 JACKSON ST	2/10	\$ 1,562.53
CHASE HOME FINANCE, LLC 3415 VISION DRIVE COLUMBUS, OH 43219-6009	86/1/C0306	800 JACKSON ST	2/10	\$ 4,100.40
CHASE C/O CORELOGIC 1 CORELOGIC WAY WESTLAKE, TX 76262	178/7/C00GF	223 PARK AVE	4/09	\$ 2,970.76
ROOPAN, V RAJIV & AMISHA PATEL 1125 MAXWELL LANE #731 HOBOKEN, NJ 07030	261.03/1/C0731	1125 MAXWELL LANE	3/10	\$ 1,561.14
WELLS FARGO HOME MORTGAGE MAC X2302-04D, TAX DEPT 1 HOME CAMPUS DES MOINES, IA 50328	261.03/1/C1006	1125 MAXWELL LANE	4/09	\$ 1,760.61

Meeting: AUGUST 11, 2010

Approved as to Form:



CORPORATION COUNSEL



Sharon Curran

PAGE TWO OF TWO

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: August 2, 2010

TO: City Council Members

CC: Zoning Board Members
Planning Board Members
Zoning Board Professionals
Planning Board Professionals
Dawn Zimmer, Mayor
Arch Liston, Business Administrator
Cathy DePalma, Board Secretary
Joan Anastasio, Board Escrow Clerk

FROM: Brandy Forbes, Community Development Director
Michael Kates, Corporation Counsel

RE: Escrow Billing

In an effort to better manage the budgets and escrow accounts for the Planning Board and Zoning Board, the City is taking steps to effectively fund the relevant professional services through the appropriate escrow accounts. To do so, we are revising both municipal legislation and policy.

LEGISLATION

As for legislation, it is recommended that the City Council consider increases in the initial amount of escrow to be collected at the time of application. As well, the application fees would be increased to better address the City's cost of administration for these projects. The intent is for the amount in escrow to cover the professionals' initial review of the application through the hearing without having to be concerned about running out of escrow prior to a decision being rendered. We will be monitoring these changes to see that the increased amounts do actually cover that initial review and adjust accordingly as necessary.

Attached are the *current* fees and escrows and the *proposed* fees and escrows for comparison. Considering that in the past we have had several escrows that were delinquent with outstanding bills to be paid from such, it is necessary for the City to ensure that adequate escrows are being collected from the start of a project. The reason is that once a decision is rendered, especially when a denial is issued, it is much more difficult to collect that past due amount. Yet it is ultimately the applicant's responsibility to pay for those professional reviews of their application.

POLICY

On the policy side, we have set forth the following procedures to make an effort to ensure that an escrow has sufficient funds throughout the application review.

Prior Applications

We are revising the application checklist to include a checkbox regarding prior applications to check for delinquencies in prior applications by the same applicant. As new applications are submitted, as part of determining an application complete, we will evaluate whether or not the applicant is delinquent in escrow payments from prior applications. If so, the application will not be deemed complete until such delinquency is rectified.

Initial Review

It is the expectation that the revised initial escrow will cover the initial review of the application.

Subsequent Revisions and Reviews

If after the initial review there are revisions to be made, the board professional should contact the Escrow Clerk, Joan Anastasio to determine that there are funds available in the specified escrow account. If there is not, the board professional should provide the Escrow Clerk with an estimate for the subsequent review. The Escrow Clerk will coordinate with the Board Secretary to promptly request of the applicant additional escrow funds to cover expected additional board review expenditures. As additional subsequent revisions and reviews are required, this process should be repeated.

Board Hearing

When a hearing is put on the agenda, the Board Secretary will coordinate with board professionals and the Escrow Clerk to address any outstanding bills on the project and to project any additional escrow that may be needed. If there is not sufficient escrow to get through the hearings, the Board Secretary will promptly request of the applicant additional escrow funds to cover the amount estimated for the hearing. If it has not been replenished enough to cover prior billings and the estimated cost of the hearing, the hearing will be held until such time that the escrow is brought current.

Post Hearing

If at some point the escrow management process has less than successful results, it is still the obligation of the applicant to pay for the board professional review of their application. Thus, we will be notifying applicants that they will not receive their memorializing resolution or first certificate of zoning if the escrow is delinquent.

Current Escrow & Fee Amounts

ACTION REQUESTED	PROJECT TYPE	PROJECT SIZE	APPLICATION FEE	ESCROW FEE
SITE PLAN, PUD, CONDITIONAL USE APPROVAL				
Minor site plan (per §196-26A(1)(b))				
	residential	3-9 dwelling units	\$400.00	\$1,000.00
	non-residential	3000-4999sq.ft.	\$400.00	\$1,000.00
	other	per §196-26	\$400.00	\$1,000.00
Preliminary site plan, PUD, conditional use				
	residential	10+ dwelling units	\$500 plus \$50/dwelling unit	\$1000 plus \$100/dwelling unit
	non-residential	under 5000sq.ft.	\$500.00	\$1,000.00
	non-residential	5000-9999sq.ft.	\$1000 plus \$50/1000sq.ft.	\$4,000.00
	non-residential	10,000-24,999sq.ft.	\$1500 plus \$50/1000sq.ft.	\$4,000.00
	non-residential	over 25,000sq.ft.	\$2000 plus \$50/1000sq.ft.	\$5,000.00
Final site plan	all	all	50% of preliminary	50% of preliminary
Amendment or extension of preliminary or final site plan or conditional use approval	all	all	\$500.00	\$1,000.00
APPEALS, INTERPRETATIONS, VARIANCES				
Appeals, per N.J.S.A. 40:55D-70a	all	all	\$300.00	\$500.00
Interpretations, per N.J.S.A. 40:55D-70b	all	all	\$300.00	\$500.00
Hardship variance, per N.J.S.A. 40:55D-70c	all	all	\$300 for first \$150 for each add'l.	\$1000 if NOT part of site plan \$3000 if part of site plan
Use variance, per N.J.S.A. 40:55D-70d	all	all	\$500 for first \$250 for each add'l.	\$1000 if NOT part of site plan \$3000 if part of site plan
OTHER FEES				
Special meeting request	all	all	\$1,000.00	NONE
Informal or concept review	all	all	\$400.00	\$500.00
Redevelopment plan amendment	all	all	\$1,000.00	\$1,000.00
ZONING REVIEW				
residential	residential	1-4 dwelling units	\$100.00	NONE
residential	residential	5+ dwelling units	\$100 plus \$25/dwelling unit over 4	NONE
non-residential	non-residential	under 5000sq.ft.	\$100.00	NONE
non-residential	non-residential	5000-9999sq.ft.	\$200.00	NONE
non-residential	non-residential	10,000-49,999sq.ft.	\$400.00	NONE
non-residential	non-residential	over 50,000sq.ft.	\$500.00	NONE
HISTORIC PRESERVATION COMMISSION				
residential	residential	1-4 dwelling units	\$50.00	NONE
residential	residential	5+ dwelling units	\$20/dwelling unit	NONE
non-residential	non-residential	all	\$25/1000 sq.ft.	NONE
SUBDIVISION				
minor or major	all	all	\$5/lot	NONE

Sponsored by: _____

Seconded by: _____

**CITY OF HOBOKEN
ORDINANCE NO. _____**

**AN ORDINANCE TO AMEND AND SUPPLEMENT
SECTION 196-63 OF THE ADMINISTRATIVE CODE OF
THE CITY OF HOBOKEN ENTITLED "ZONING –
APPLICATION AND ESCROW FEES"**

WHEREAS, the application fees associated with development applications before the Hoboken Zoning Board of Adjustment and Planning Board, as set forth in Code Section 196-63, do not, after analysis, adequately cover the administrative costs associated with those applications; and

WHEREAS, escrow fees required of applicants to pay for professional services associated with those applications, set forth in Code Section 196-63, do not adequately represent the costs associated with professional services being rendered to the land use boards; and

WHEREAS, pursuant to N.J.S.A. 40:55D-8(b), the City is entitled to be fully reimbursed for the administrative costs of development applications from the application fees established by ordinance; and, pursuant to N.J.S.A. 40:55D-53.1 and 2, the City is entitled to offset the costs of professional services engendered by a development application from said escrow deposits; and

WHEREAS, the inadequacy of escrow deposits has been a severe and repetitive deficiency necessitating collection efforts against developers and/or payments out of the general funds of the City to its professionals pending collection from developers; and

WHEREAS, the City Council of the City of Hoboken, in an effort to minimize administrative losses, and to alleviate administrative efforts to obtain outstanding debts from individual applicants, and to eliminate delinquent professional service invoices relating to development applications, has determined increases in application fees and escrow fees are necessary;

NOW, THEREFORE, the City Council of the City of Hoboken does hereby ordain the following Code amendments:

SECTION ONE: AMENDMENTS

Section 196-63, entitled "Application and Escrow Fees" is hereby deleted in its entirety and the following substituted in its place:

The following application fees covering administration and overhead shall be charged to the applicant and shall be submitted at the time of an application for a review by the Planning Board or a review or hearing by the Zoning Board of Adjustment. Application fee checks shall be made payable to City of Hoboken. Where an application involves more than one (1) of the categories itemized below, the fees applicable to each category shall be required.

In addition to the fees to be paid herein, the applicant shall submit the following escrow deposits at the time of submission of an application for a review by the Planning Board or a review or hearing by the Zoning Board of Adjustment. Escrow deposit checks shall be made payable to the City of Hoboken. Where an application involves more than one (1) of the categories itemized below, the escrow deposit applicable to each category shall be required. The escrow funds shall be deposited into a separate trust account by the City, pursuant to N.J.S.A. 40:55D-53.1, and if the deposit amount required is greater than five thousand dollars (\$5,000.), interest will accrue to the applicant. Disbursements may be made from the escrow fund only after approval by the Board reviewing the application.

Disbursements shall be limited only to professional charges for review of applications, review and preparation of documents and inspections of development under construction, and for review by outside consultants, including but not limited to the engineering, legal and planning services, including both professionals serving the Boards and outside professional consultants in any discipline relevant to an application and the needs of the Board to retain professional services to review an application and beyond the scope of expertise of the professional(s) normally utilized by the City. Where the review costs exceed the escrow deposit fee, the applicant shall pay the additional amount within fifteen (15) days of the request. Failure to remit the additional required deposit within the requested timeline shall render the application incomplete, and no further action or proceedings shall be taken by the review Board until after compliance. Where the review costs are less than the amount of the escrow deposit, the difference shall be returned to the applicant within one hundred twenty days (120) of final disposition of the application.

An application shall be deemed to be incomplete until all application fees and escrow deposits are submitted.

ACTION REQUESTED	PROJECT TYPE	PROJECT SIZE	APPLICATION FEE	ESCROW FEE
SITE PLAN, PUD, CONDITIONAL USE APPROVAL				
Minor site plan (per § 196-26A(1)(b))	Residential	3-9 dwelling units	\$500.00	\$5,000.00
	Non-residential	3,000-4,999 sq ft	\$500.00	\$5,000.00
	Other	Per § 196-26	\$500.00	\$5,000.00
Preliminary site plan (major), PUD, conditional use	Residential	10+ dwelling units	\$750 plus \$50/dwelling unit	\$10,000 plus \$100/dwelling unit
	Non-residential	Under 5,000 sq ft	\$750.00	\$5,000.00
	Non-residential	5,000-9,999 sq ft	\$1,000 plus \$50/1,000 sq ft	\$7,500.00
	Non-residential	10,000-24,999 sq ft	\$1,500 plus \$50/1,000 sq ft	\$10,000.00
	Non-residential	25,000 sq ft and over	\$2,000 plus \$50/1,000 sq ft	\$15,000.00
Final site plan (major)	All	All	50% of preliminary	50% of preliminary
Amendment or extension of preliminary or final site plan or conditional use approval	All	All	\$500.00	\$2,500.00

APPEALS, INTERPRETATIONS, VARIANCES				
Appeals, per N.J.S.A. 40:55D-70a	All	All	\$300.00	\$1,000.00
Interpretations, per N.J.S.A. 40:55D-70b	All	All	\$300.00	\$1,000.00
Dimensional variance, per N.J.S.A. 40:55D-70c	All	All	\$300 for first \$150 for each additional	\$1,000 if NOT part of site plan \$3,000 if part of site plan
Use variance, per N.J.S.A. 40:55D-70d	All	All	\$500 for first \$250 for each additional	\$1,000 if NOT part of site plan \$3,000 if part of site plan

ACTION REQUESTED	PROJECT TYPE	PROJECT SIZE	APPLICATION FEE	ESCROW FEE
OTHER FEES				
Special meeting request	All	All	\$1,000.00	NONE
Informal or concept review	All	All	\$400.00	\$500.00
Redevelopment plan amendment	All	All	\$2,500.00	\$5,000.00

ZONING REVIEW	Residential	1-4 dwelling units	\$100.00	NONE
	Residential	5+ dwelling units	\$100 plus \$25/dwelling unit over 4	NONE
	Non-residential	Under 5,000 sq ft	\$100.00	NONE
	Non-residential	5,000-9,999 sq ft	\$200.00	NONE
	Non-residential	10,000-49,999 sq ft	\$400.00	NONE
	Non-residential	50,000 sq ft and over	\$500.00	NONE

HISTORIC PRESERVATION REVIEW	Residential	1-4 dwelling units	\$50.00	NONE
	Residential	5+ dwelling units	\$35.00/dwelling unit	NONE
	Non-residential	all	\$50.00/1,000 sq ft	NONE

SUBDIVISION	Minor	All	\$500/lot	\$1,000.00
	Major	All	\$500/lot	\$10,000.00

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance

shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: August 11, 2010

ADOPTED:

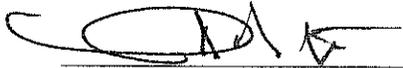
APPROVED:

James J. Farina, City Clerk

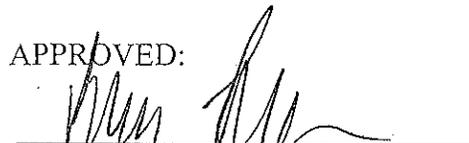
Dawn Zimmer, Mayor

APPROVED AS TO FORM:

APPROVED:



Michael B. Kates
Corporation Counsel



Brandy Forbes, Director
Department of Community Development

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER
190 OF THE ADMINISTRATIVE CODE OF THE CITY OF
HOBOKEN ENTITLED VEHICLES AND TRAFFIC, ADOPTED
SEPTEMBER 4, 1991 AS ORDINANCE #2278.**

WHEREAS, pursuant to Chapter 190 of the City of Hoboken Administrative Code, loading zones upon municipal streets are enumerated; and,

WHEREAS, the Council has the authority to add and eliminate loading zones among municipal streets as it deems necessary.

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

Section One: 190-11 Loading Zone

The following location is hereby **repealed** as a loading zone.

Name of Street	Time	Side	Location
First Street	6:00am to 6:00pm Monday to Saturday	South	beginning at a point of 78 feet east of the easterly curbline of Clinton Street and extending 73 feet easterly therefrom.

Section Two: Repeal of Inconsistent Provisions

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

Section Three: Severability

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Four: Effective Date

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

Section Five: Codification

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ADOPTED:

APPROVED:

James J Farina, City Clerk

Dawn Zimmer, Mayor

APPROVED AS TO FORM:



Michael Kates, Corporation Counsel

Date of Introduction: August 11, 2010

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND AND SUPPLEMENT SECTION 5 OF
CHAPTER 190 OF THE ADMINISTRATIVE CODE OF THE CITY OF
HOBOKEN ENTITLED VEHICLES AND TRAFFIC – OVERNIGHT
PARKING OF COMMERCIAL VEHICLES PROHIBITED**

WHEREAS, pursuant to Chapter 190 of the City of Hoboken Administrative Code, parking regulations are enumerated, including parking restrictions on commercial vehicles; and

WHEREAS, the Council has the authority to amend the commercial vehicle parking regulations, pursuant to N.J.S.A. 39:4-197(1)f.

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

Section One: Amendments

The following amendments are hereby made to Section 190-5:

§ 190-5. Overnight parking of commercial vehicles prohibited.

A. For purposes of this §190-5, commercial vehicles are defined as follows:

1. *Large commercial vehicles* are defined as those weighing more than 4.5 tons or those less than 4.5 tons with a height of more than 9.5 feet including installed accessories and/or a cargo area/work platform more than 14 feet in length.
2. *Medium commercial vehicles* are defined as those weighing less than 3.5 tons, less than 9.5 feet in height including installed accessories and/or a cargo area/work platform less than 14 feet in length.
3. *Light commercial vehicles* are defined as those weighing less than 2.5 tons and a cargo area/work platform that is less than the height of the vehicle cab and no more than 9 feet in length.

A-B. In accordance with the provisions definitions of this § 190-5A, no person, firm or corporation shall park any truck, bus, semitrailer, pole trailer, tractor or large commercial vehicle ~~having a registered weight of four (4) tons~~ upon any municipal street from the hours of 8:00 p.m. to 8:00 a.m. on any day of the week. Such prohibition shall extend and include any construction and/or excavation vehicles not occupying a bona fide job site.

C. Overnight parking of medium and light commercial vehicles owned by residents is limited to no more than two and one per household, respectively. Alternatively, one household may park on-street overnight a maximum of one medium and one light commercial vehicle.

B D. The posting of "No parking overnight for trailers, buses, trucks and commercial vehicles" signs shall be deemed to be notice to the owner and/or operator thereof.

Section Two: Repeal of Inconsistent Provisions

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

Section Three: Severability

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Four: Effective Date

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

Section Five: Codification

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

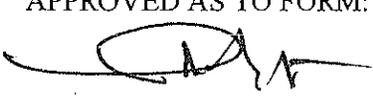
ADOPTED:

APPROVED:

James J Farina, City Clerk

Dawn Zimmer, Mayor

APPROVED AS TO FORM:



Michael Kates, Corporation Counsel

Date of Introduction: August 11, 2010