

OFFICE OF THE TAX COLLECTOR  
MONTHLY REPORT

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

Honorable Mayor and Council Members,

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

Receipts on Taxes

2010 Taxes 3-4 Quater...	736,237.05	
N.G. Checks Minus....	5,572.83	
2010 Taxes 1-2 Quarter....	9.19	
Total 2010 Taxes Collected		730,673.41

Miscellaneous Tax Receipts

Interest on Taxes...	10,189.57	
N.G. Checks Minus....	44.21	
Duplicate Tax Bill Fee....	15.00	
Bounced Check Fee....	80.00	
Tax Search Fee....	12.00	
Total Miscellaneous Tax Receipts		10,252.36

Pilot Accts

Pilot Principal.....	117,542.00	
Interest....	2,100.76	
Total collected on Pilot Accts.....		119,642.76

Total Taxes & Miscellaneous Tax Receipts.... **860,568.53**

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

Abatements

Abatement Principal.....	12,084.57	
Abatement Interest.....	70.51	
Abatement Totals.....		<u><b>12,155.08</b></u>

Bounced Checks

	Amount
262.3/1/C0101	3,926.04
268.1/2/C004N	<u>1,691.00</u>
Total	5,617.04

Respectfully yours,

Sharon Curran, Tax Collector



<b>REDEMPTIONS FOR THE MONTH OF SEPTEMBER 2010</b>									
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT		
9/3/2010	209	22.2		09-80161	1028 WASHINGTON ST	8,091.37	5,100.00	NEW PREMIUM	
9/7/2010	165	21	C005R	09-80122	230 PARK AVE	2,749.71	2,000.00	NEW PREMIUM	
9/7/2010	59	6	C0001	09-80058	413 MADISON ST	6,932.88	-		
9/8/2010	237	21		09-80176	804 CASTLE POINT TER	14,774.54	5,100.00	NEW PREMIUM	
9/8/2007	2	5	C0045	030023	352 OBSERVER HIGHWA	706.53	-		
9/8/2010	67	33	C0GAR	094241	500 MADISON ST.	90,700.00	-		
9/9/2010	66	11		080051	521 JACKSON ST	1,572.59	1,000.00	OLD PREMIUM ACCT	
9/13/2010	25	1	C003Q	09-80034	700 FIRST ST	271.67	700.00	NEW PREMIUM	
9/13/2010	66	9	C0005	09-80061	517-521 JACKSON ST.	9,179.04	-		
9/15/2010	2	5	C0097	030056	352 OBSERVER HIGHWA	683.55	-		
9/20/2010	91	1.2	CP082	09-80088	812 GRAND ST	281.12	-		
9/27/2010	13	23	C004F	09-80007	50-52 PATERSON AVE	2,492.09	700.00	NEW PREMIUM	
9/24/2010	95	25	C0P24	09-80093	900-912 JEFFERSON ST	541.79			
9/27/2010	182	31		09-80136	742 GARDEN ST	17,838.53	9,100.00	NEW PREMIUM	
9/27/2010	194	29.2		09-80149	738 BLOOMFIELD ST	16,542.10	12,000.00	NEW PREMIUM	
						173,357.51	35,700.00		



*Municipal Court of Hoboken  
City Hall*

100 Newark Street  
Hoboken, New Jersey 07030  
201 - 420-2120  
Fax 201 - 420-2138



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

ROSEANN GOHDE  
Court Director

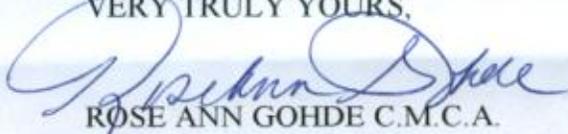
OCTOBER 5, 2010

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

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 4822 IN THE TOTAL AMOUNT OF \$427,709.94 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF SEPTEMBER 2010 (ATS/ACS SYSTEM)

VERY TRULY YOURS,

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

C: HON. DAWN ZIMMER, MAYOR  
ARCH LISTON, BUSINESS ADMINISTRATOR  
MICHAEL MONGIELLO, C.J.M.C.

RECEIVED  
2010 OCT -5 PM 12:07  
CITY CLERK  
HOBOKEN, NJ 07003

Rcvd Batch Id Range: First to Last		Rcvd Date Start: 09/29/10 End: 10/01/10		Report Format: Condensed		
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/30/10	JMW	10-00045	ADVERTISING FY2010	00262	JERSEY JOURNAL	9,970.34
09/30/10	JMW	10-01590	COUNCIL RESOLUTION 9/16/09	04037	BIRDSALL ENGINEERING	750.00
09/30/10	JMW	10-02245	PROFESSIONAL SERVICES	00779	KATES, NUSSMAN, RAPONE, ELLIS	8,625.00
09/30/10	JMW	10-02488	COUNCIL RESOLUTION-2/17/10	00862	THE BUZAK LAW GROUP LLC	2,602.62
09/30/10	JMW	10-02607	H1N1 GRANT	00959	NATIONAL BUSINESS FURNITURE	2,198.00
09/30/10	JMW	10-02987	SUPPLIES	08922	A & M INDUSTRIAL SUPPLY CO.	319.50
09/30/10	JMW	10-03193	SUBSCRIPTION/MONTHLY	06090	WEST GROUP	306.24
09/30/10	JMW	10-03257	COUNCIL RESOLUTION 5/19/10	00779	KATES, NUSSMAN, RAPONE, ELLIS	9,715.00
09/30/10	JMW	10-03695	4TH OF JULY EQUIPMENT	01104	GALL'S, INC.	1,557.00
09/30/10	JMW	10-03707	CAR 155 PARTS	00857	DIFEO GM PARTS CENTER	108.83
09/30/10	JMW	10-03721	4TH OF JULY	01809	V. E. RALPH & SONS, INC.	1,889.55
09/30/10	JMW	10-03771	ADMIN CODE 8	06137	LEXIS NEXIS	267.00
09/30/10	JMW	11-00140	CYLINDER LATCH	02423	FIRE FIGHTERS EQUIPMENT CO.	164.65
09/30/10	JMW	11-00257	2 BUSES TO RYE PLAYLAND	07917	PLATINUM TOURS	700.00
09/30/10	JMW	11-00354		01306	US PACK LOGISTICS, LLC	52.68
09/30/10	JMW	11-00513	masks	02401	LAB SAFETY SUPPLY CO.	626.94
09/30/10	JMW	11-00539	YOUTH SOCCER SPORTS EQUIPMENT	00690	STAN'S SPORT CENTER	6,000.00
09/30/10	JMW	11-00540	SUPPORT/UPDATES 12 MONTHS	04000	DRUGPAK LLC	260.00
09/30/10	JMW	11-00573	RYE PLAYLAND BUS TRIP	07917	PLATINUM TOURS	700.00
09/30/10	JMW	11-00609	STATEMENT FOR JULY 2010	07426	DAVID F. CORRIGAN, ESQ.	1,930.50
09/30/10	JMW	11-00614	Classified Advertisement	00767	NJAPA-NEW JERSEY CHAPTER OF	30.00
09/30/10	JMW	11-00616		00779	KATES, NUSSMAN, RAPONE, ELLIS	55.00
09/30/10	JMW	11-00637	JANITOR SUPPLIES	00077	CITY PAINT AND HARDWARE	437.74
09/30/10	JMW	11-00642	MONTHLY RISO MACHINE PAYMENT	06601	DE LAGE LANDEN PUBLIC FINANCE	567.64
09/30/10	JMW	11-00707	REGISTRATION FEE NJEHA	07751	N. J. ENV. HEALTH ASSOCIATION	65.00
09/30/10	JMW	11-00709	LEAGUE FEES	08064	NCSA	4,609.00
09/30/10	JMW	11-00724		02910	WEST PUBLISHING CORPORATION	321.55
09/30/10	JMW	11-00729	PROFESSIONAL SERVICES	01270	H2M GROUP	290.00
09/30/10	JMW	11-00730	PROFESSIONAL SERVICES	04037	BIRDSALL ENGINEERING	1,622.50
09/30/10	JMW	11-00733	RECORDS MANGEMENT SYSTEM SUPP.	04190	ADMIT COMPUTER SERVICES INC.	38,972.00
09/30/10	JMW	11-00743	SOCCER SPORTING EQUIPMENT	00690	STAN'S SPORT CENTER	218.00
09/30/10	JMW	11-00746	RELAY VALVE	01365	PARDO'S TRUCK PARTS WHSE	50.41
09/30/10	JMW	11-00747	CAR 155 REPAIRS	00304	KLINGER TIRE & SERVICE CO.	679.94
09/30/10	JMW	11-00752	ENGINE 101	00348	ABSOLUTE FIRE PROTECTION	1,300.89
09/30/10	JMW	11-00753	UPTWON EXHAUST REPAIRS	02969	AIR PURIFIERS, INC.	800.00
09/30/10	JMW	11-00754	COAT LINER REPAIR	00801	TURNOUT FIRE AND SAFETY	167.98
09/30/10	JMW	11-00755	ONLINE BACKUP FOR FIRE HQ	07771	SHORE SOFTWARE	69.95
09/30/10	JMW	11-00765	JULY LEGAL ADS	00262	JERSEY JOURNAL	5,794.16
09/30/10	JMW	11-00767	MUNICIPAL FINANCE ADMINISTRATION	00237	RUTGERS UNIVERSITY	736.00
09/30/10	JMW	11-00770	SUBSCRIPTION RENEWAL	01214	THOMPSON WEST	32.00
09/30/10	JMW	11-00773	CONF. REGISTRATION	08088	AMANJ	110.00
09/30/10	JMW	11-00774	CONFERENCE REGISTRATION	00331	N. J. STATE MUNICIPALITIES	100.00
09/30/10	JMW	11-00775	PROFESSIONAL SERVICES	04660	KAUFMAN, BERN & DEUTSCH, LLP	3,564.00
09/30/10	JMW	11-00782	TENNIS REIMBURSEMENT FEE	01367	LISA KASHISH	25.00
09/30/10	JMW	11-00797	PROFESSIONAL SERVICES	00262	JERSEY JOURNAL	49.18
09/30/10	JMW	11-00803	FOOTBALL SPORTING EQUIPMENT	00690	STAN'S SPORT CENTER	3,039.00
09/30/10	JMW	11-00806	FOOTBALL EQUIPMENT	00690	STAN'S SPORT CENTER	4,990.00
09/30/10	JMW	11-00807	PROFESSIONAL SERVICES	05788	THE GALVIN LAW FIRM	140.00
09/30/10	JMW	11-00808	REPLENISH PETTY CASH TY 2010	07064	CHIEF RICHARD BLOHM	300.00
09/30/10	JMW	11-00810	LEGAL ADS	00148	HUDSON REPORTER	547.95
09/30/10	JMW	11-00817	T C SEMINAR 12/8/2010	02626	PROFESSIONAL GOVERNMENT	90.00
09/30/10	JMW	11-00842	SERVICES RENDERED	00840	BRAD THORNTON	1,500.00

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/30/10	JMW	11-00845	SERVICES RENDERED	00841	BRANDON PIERCE	1,500.00
09/30/10	JMW	11-00851	MAINT. BUSINESS COMMUNICATIONS	03342	ENTERPRISE CONSULTANTS	415.50
09/30/10	JMW	11-00853	WI RELESS SERVICE FOR LAPTOPS	01320	VERIZON WI RELESS SERVICES LLC	1,146.23
09/30/10	JMW	11-00869	REGI STRATION FEE	02138	NJCM	25.00
09/30/10	JMW	11-00882	REIMBURSEMENT	06553	MI CHAEL STEFANO	60.00
09/30/10	JMW	11-00888	PROFESSIONAL SERVICES	02147	ROSENBERG & ASSOCIATES	626.00
09/30/10	JMW	11-00890	PROFESSIONAL SERVICES	07912	EFB ASSOCIATES, LLC	2,900.00
09/30/10	JMW	11-00891	TAX COLLECTORS SEMI NAR 10/7/10	07269	TAX COLLECTORS & TREAS NJ	25.00
09/30/10	JMW	11-00894	REDEMPTION 261.03/1/CP166	08370	PAM INVESTORS	245.57
09/30/10	JMW	11-00897	SERVICES RENDERED ACTING JUDGE	01095	AMARILIS A. DIAZ	300.00
09/30/10	JMW	11-00898	REDEMPTION	02135	J & A INVESTMENTS	90,700.00
09/30/10	JMW	11-00901	REFUND ZONING PERMIT	01376	MADELEINE UM	100.00
09/30/10	JMW	11-00902	REDEMPTION	09710	KYLE ENGER	2,572.59
09/30/10	JMW	11-00905	REDEMPTION	01288	VI RGO MUNI CIPAL FINANCE FUND	971.67
09/30/10	JMW	11-00909	LFB APPL WAI VER DPW GARAGE	09168	FERRAIOLI, WIELKOTZ, CERULLO &	2,500.00
09/30/10	JMW	11-00910	RESOLUTION 2 CANCEL TRUST FUND	09168	FERRAIOLI, WIELKOTZ, CERULLO &	350.00
09/30/10	JMW	11-00913	REDEMPTION	00795	US BANK CUST FOR CCTS CAPITAL	9,179.04
09/30/10	JMW	11-00915	6/10/10 0002870986	00693	NORTH JERSEY MEDIA GROUP	55.24
09/30/10	JMW	11-00918	PROFESSIONAL SERVICES	02147	ROSENBERG & ASSOCIATES	350.00
09/30/10	JMW	11-00919	PROFESSIONAL SERVICES	07912	EFB ASSOCIATES, LLC	2,428.75
09/30/10	JMW	11-00920	HCI A POOLED NOTE I SSUE	09168	FERRAIOLI, WIELKOTZ, CERULLO &	6,000.00
09/30/10	JMW	11-00922	8/19 103151874-08192010	00879	STAR LEDGER	167.04
09/30/10	JMW	11-00923	REFUND MUNI CIPAL COURT BAIL	01379	ESTATE OF BARBARA FALLO	250.00
09/30/10	JMW	11-00924	PROFESSIONAL SERVICES	00290	KATES NUSSMAN RAPONE ELLIS &	388.98
09/30/10	JMW	11-00925	PROFESSIONAL SERVICES	05788	THE GALVIN LAW FIRM	1,225.00
09/30/10	JMW	11-00926	SPECIAL COUNSEL	04804	SCARINCI & HOLLENBECK LLC	24,652.40
09/30/10	JMW	11-00927	LITIGATION	04804	SCARINCI & HOLLENBECK LLC	5,895.84
09/30/10	JMW	11-00928	MONTHLY MAINTENANCE	03342	ENTERPRISE CONSULTANTS	212.50
09/30/10	JMW	11-00930	FOOTBALL SPORTING EQUIPMENT	00690	STAN' S SPORT CENTER	700.00
09/30/10	JMW	11-00938	EXTRAORDINARY CHARGES	04492	ALCAZAR COMMUNI CATION, INC.	90.00
09/30/10	JMW	11-00939	FOURTH OF JULY CELEBRATION	01381	CARLSTADT ICE CO.	500.00
09/30/10	JMW	11-00941	PROFESSIONAL SERVICES	04037	BIRDSALL ENGI NEERING	522.50
09/30/10	JMW	11-00944		04804	SCARINCI & HOLLENBECK LLC	20,952.52
09/30/10	JMW	11-00945	LITIGATION	04804	SCARINCI & HOLLENBECK LLC	29,634.19
09/30/10	JMW	11-00954	LABOR NEGOTIATIONS	04804	SCARINCI & HOLLENBECK LLC	3,317.41
09/30/10	JMW	11-00987	REIMBURSEMENT PARKING/TOLLS	06668	QUETCY MORALES	61.65
09/30/10	JMW	11-00988	SERVICES RENDERED - BUS DRIVER	07633	GEORGE RIVERA	144.00
09/30/10	JMW	11-00989	SERVICES RENDERED - BUS DRIVER	08433	HOVI E FORMAN	144.00
09/30/10	JMW	11-00990	SERVICES RENDERED - BUS DRIVER	06668	QUETCY MORALES	144.00
09/30/10	JMW	11-00991	SERVICES RENDERED - BUS DRIVER	01294	MI CHAEL HEITZMAN	144.00
09/30/10	JMW	11-00997	PROFESSIONAL SERVICES	07968	MASER CONSULTING	1,440.00
09/30/10	JMW	11-01060	SERVICES RENDERED	08918	MI GUEL ACEVEDO	420.00
09/30/10	JMW	11-01061	SERVICES RENDERED	08281	LUI S ACEVEDO	600.00
09/30/10	JMW	11-01062	SERVICES RENDERED	08241	DERRI CK LADSON	420.00
09/30/10	JMW	11-01064	SERVICES RENDERED	08241	DERRI CK LADSON	280.00
					-----	
					Total for Batch: JMW	334,775.36
09/30/10	MEM	11-00045	7-12/10 HPU B-D-G	04214	CITY OF HOBOKEN-OEP	3,120.00
09/30/10	MEM	11-00046	7-12/10 HPU	03342	ENTERPRISE CONSULTANTS	112.50
09/30/10	MEM	11-00047	7-12/10 HPU GASOLINE	05470	EXXONMOBIL FLEET/GECC	1,496.03
09/30/10	MEM	11-00048	7-12/10 HPU	00424	P. S. E. & G. COMPANY	8,856.91
09/30/10	MEM	11-00052	7-12/10 HPU ACCT #195889811	050	SPRINT SOLUTIONS, INC.	154.97
09/30/10	MEM	11-00054	7-12/10 HPU	01089	VERIZON	311.36

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/30/10	MEM	11-00106	HEAT PUMP SYSTEM @ HPU GARAGE	01265 RETCON MECHANICAL CORP.	15,000.00	
09/30/10	MEM	11-00512	SHUTTLE BUS DISPLAY	04485 CDWG/MICRO WAREHOUSE	601.91	
09/30/10	MEM	11-00556	SUPPLIES DELMAR ENTERPRISES	09197 DELMAR ENTERPRISES, INC.	146.70	
09/30/10	MEM	11-00660	CABMAPPER DEVELOPMENT ACTIVITY	01134 PARKINGMAPPER GROUP, INC.	4,500.00	
09/30/10	MEM	11-00662	SUPPLIES FOR MAINTENANCE	01597 M & G AUTO PARTS, INC.	66.55	
09/30/10	MEM	11-00666	SERV RENDERED THROUGH 7/30/10	00031 BOSWELL ENGINEERING	2,761.25	
09/30/10	MEM	11-00669	CITY GARAGE REPAIRS	01424 Z'S IRON WORKS	120.00	
09/30/10	MEM	11-00670	CITY GARAGE REPAIRS	01424 Z'S IRON WORKS	3,940.00	
09/30/10	MEM	11-00684	FOR PROFESSIONAL SERV HPU	00031 BOSWELL ENGINEERING	7,042.50	
09/30/10	MEM	11-00685	PEDESTRIAN SAFETY-CLINTON ST.	00031 BOSWELL ENGINEERING	1,222.83	
09/30/10	MEM	11-00686	FOR PROFESSIONAL SERVICES HPU	00031 BOSWELL ENGINEERING	1,545.00	
09/30/10	MEM	11-00696	SUPPLIES RESIDENT PARKING	01361 J.S. DESIGN	2,500.00	
09/30/10	MEM	11-00697	SERVICES SIGNAL & TRAFFIC	02133 SUPER CUBES	2,475.00	
09/30/10	MEM	11-00699	SIGN SUPPLIES S&T DIV	02803 MOJACK	1,510.98	
09/30/10	MEM	11-00701	FOR PROFESSIONAL SERVICES	00031 BOSWELL ENGINEERING	401.50	
09/30/10	MEM	11-00702	PROF SERV HPU	00031 BOSWELL ENGINEERING	166.00	
09/30/10	MEM	11-00703	PROF SERV HPU	00031 BOSWELL ENGINEERING	41.50	
09/30/10	MEM	11-00708	SUPPLIES FOR HPU & MAINTENANCE	00077 CITY PAINT AND HARDWARE	1,198.24	
09/30/10	MEM	11-00713	SUPPLIES 2ND ST GARAGE	00142 HOBOKEN LOCK & SUPPLY	170.00	
09/30/10	MEM	11-00766	PROF SERV HPU 6/14-24/10	00031 BOSWELL ENGINEERING	3,614.50	
09/30/10	MEM	11-00860	PEDESTRIAN SAFETY-OBS.HGWY.	00031 BOSWELL ENGINEERING	9,244.00	
09/30/10	MEM	11-00861	PEDESTRIAN SAFETY-NEWARK ST.	00031 BOSWELL ENGINEERING	581.00	
09/30/10	MEM	11-00862	PEDESTRIAN SAFETY-CLINTON ST.	00031 BOSWELL ENGINEERING	83.00	
09/30/10	MEM	11-00863	GRANT MANAGEMENT - TIGER II	00031 BOSWELL ENGINEERING	1,494.00	
09/30/10	MEM	11-00864	PEDESTRIAN SAFETY-HUDSON PLACE	00031 BOSWELL ENGINEERING	1,452.00	
09/30/10	MEM	11-00866	SERVICES FOR HPU	07798 NET TECH SOLUTIONS	500.00	
09/30/10	MEM	11-00867	REPAIRS FOR MAINTENANCE DEPT	09804 METER PRODUCTS COMPANY INC.	560.15	
09/30/10	MEM	11-00868	POSTAGE METER REFILL HPU	02513 PURCHASE POWER	334.87	
09/30/10	MEM	11-00956	SUPPLIES HPU & TAXI DIVISION	05307 W. B. MASON CO., INC.	405.40	
09/30/10	MEM	11-00957	SUPPLIES FOR TAXI DIVISION	05307 W. B. MASON CO., INC.	195.89	
09/30/10	MEM	11-00959	SUPPLIES FOR HPU OFFICE	05307 W. B. MASON CO., INC.	461.83	
09/30/10	MEM	11-00977	SERVICES HPU TRUCKS	02202 DAVES AUTO PARTS & ACCESSORIES	696.18	
Total for Batch: MEM					79,084.55	
09/30/10	MPG	10-02586	PROFESSIONAL SERVICES	06995 BCA	438.18	
09/30/10	MPG	10-03598	PD CAR PARTS	03645 DIFEO CHEVROLET	363.68	
09/30/10	MPG	11-00003	7-12/10 INTEREST	07283 BANK OF NEW YORK MELLON	122.18	
09/30/10	MPG	11-00008	7-12/10 TOWING	06543 MILE SQUARE TOWING	630.00	
09/30/10	MPG	11-00009	7-12/10 CONSUMABLE SUPPLIES	05307 W. B. MASON CO., INC.	2,309.95	
09/30/10	MPG	11-00016	7-12/10 ACCT #1238468	07031 THE PMA INSURANCE GROUP	18,037.00	
09/30/10	MPG	11-00017	7-12/10 MAIL EQUIP LEASE	00399 PITNEY BOWES, INC.	2,394.00	
09/30/10	MPG	11-00018	7-12/10 POSTAGE	04414 U. S. P. S. (POSTAGE BY PHONE)	20,000.00	
09/30/10	MPG	11-00020	7-12/10 COPY/PRINTER SUPPLY	05307 W. B. MASON CO., INC.	116.56	
09/30/10	MPG	11-00023	7-12/10 LD/TOLL SERV	07601 COOPERATIVE COMMUNICATIONS, INC	917.05	
09/30/10	MPG	11-00026	7-12/10 CITY	01089 VERIZON	12,228.21	
09/30/10	MPG	11-00027	7-12/10 CELL SERV-MAYOR	03973 VERIZON WIRELESS	143.50	
09/30/10	MPG	11-00029	7-12/10 SL	00424 P. S. E. & G. COMPANY	57,527.79	
09/30/10	MPG	11-00030	7-12/10 ELECTRICITY	00424 P. S. E. & G. COMPANY	47,828.65	
09/30/10	MPG	11-00035	7-12/10 DENTAL INSURANCE	06606 BLUE CROSS BLUE SHIELD NJ (D)	48,616.94	
09/30/10	MPG	11-00036	7-12/10 HEALTH	00701 BLUE CROSS-BLUE SHIELD OF NJ	1,071,706.58	
09/30/10	MPG	11-00039	7-12/10 PRESCRIPTION	01084 GSPO PROVIDER SERVICES CORP.	360,825.75	
09/30/10	MPG	11-00314	CLEANING SUPPLIES OBSERVER F. D	01776 STATE CHEMICAL MFG.	575.17	
09/30/10	MPG	11-00319	CATERING CHARGES	07384 THE BROWNSTONE	3,828.50	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/30/10	MPG	11-00320	TABLE/CHAIR RENTAL	00627 ALL STAR RENTALS, INC.	1,509.60	
09/30/10	MPG	11-00341	SUPPLIES FOR JULY 2010	00077 CITY PAINT AND HARDWARE	1,273.70	
09/30/10	MPG	11-00342	SUPPLIES FOR JULY 2010	00077 CITY PAINT AND HARDWARE	159.31	
09/30/10	MPG	11-00438	BAGS FOR SANITATION AT PARKS	07310 CLEAN ALL TECH. CORP.	1,114.10	
09/30/10	MPG	11-00443	TIRE FOR MEDICAL TRANSPORT	04420 DAVE'S AUTO REPAIR	190.00	
09/30/10	MPG	11-00580	Broken hot water line	02451 QUALITY PLUMBING & HEATING	200.00	
09/30/10	MPG	11-00602	SUPPLIES FOR PARKS	03719 JOHN EARL CO.	3,890.80	
09/30/10	MPG	11-00612	SUMMER 2010-SOUND ASSISTANCE	09262 RANDY TABER	236.33	
09/30/10	MPG	11-00613	SUMMER 2010 - SOUND ASSISTANCE	09262 RANDY TABER	375.00	
09/30/10	MPG	11-00615	WATER UNITS CITY HALL	08311 QUENCH USA, LLC	540.00	
09/30/10	MPG	11-00628	BATTERY P.D. MG65783	02202 DAVES AUTO PARTS & ACCESSORIES	115.49	
09/30/10	MPG	11-00629	NEW F. HUB P.D. YSG56K CHEVY	02202 DAVES AUTO PARTS & ACCESSORIES	304.06	
09/30/10	MPG	11-00630	REPAIR OF PUMP P.D. 2005 JEEP	02202 DAVES AUTO PARTS & ACCESSORIES	347.40	
09/30/10	MPG	11-00632	NEW BELT 2004 JEEP MG61332	02202 DAVES AUTO PARTS & ACCESSORIES	45.00	
09/30/10	MPG	11-00634	SUPPLIES FOR MULTI CENTER	03719 JOHN EARL CO.	292.23	
09/30/10	MPG	11-00638	MAIL MACHINE SUPPLIES CH	03030 PITNEY BOWES, INC.	263.47	
09/30/10	MPG	11-00640	PRO. SERVICES DPW ASSESSMENT	00031 BOSWELL ENGINEERING	1,848.00	
09/30/10	MPG	11-00688	SALT FOR CENTRAL GARAGE	00667 ATLANTIC SALT, INC.	3,800.68	
09/30/10	MPG	11-00689	ON CALL ENGINEERING	00031 BOSWELL ENGINEERING	581.00	
09/30/10	MPG	11-00691	REPAIR 2007 P.D. MOTORCYCLE	08289 HARLEY DAVIDSON OF LONG BRANCH	416.86	
09/30/10	MPG	11-00694	SUPPLIES CENTRAL GARAGE	01122 DAVID WEBER OIL CO.	1,063.65	
09/30/10	MPG	11-00704	SERVICES RENDERED	08809 CHRISTIAN SCHNEDLER	750.00	
09/30/10	MPG	11-00711	EMPLOYEE HEALTH BILL	01297 CONCENTRA	483.17	
09/30/10	MPG	11-00714	SWINGS FOR CSPARK	06406 SUMMIT SUPPLY	986.00	
09/30/10	MPG	11-00734	SIDE WALK REPAIR 8TH ST. F.D.	01362 B & M CONTRACTING, INC	10,800.00	
09/30/10	MPG	11-00741	SERVICES RENDERED	01192 REBEKAH ARAMINI LUPO	80.00	
09/30/10	MPG	11-00742	SERVICES RENDERED	01192 REBEKAH ARAMINI LUPO	80.00	
09/30/10	MPG	11-00787	FESTIVAL ENTERTAINMENT	01113 ERIN LEE KELLY	500.00	
09/30/10	MPG	11-00789	SOUND EQUIPMENT/FALL FESTIVAL	03618 BANANA SOUND INC.	2,100.00	
09/30/10	MPG	11-00790	SERVICES RENDERED	06697 RALPH DEMATTHEWS	61.75	
09/30/10	MPG	11-00798	OBSERVENCE OF 911 EVENT	00627 ALL STAR RENTALS, INC.	310.00	
09/30/10	MPG	11-00809	REPLENISH PETTY CASH TY 2010	00810 ENVIRONMENTAL SERVICES	500.00	
09/30/10	MPG	11-00811		02202 DAVES AUTO PARTS & ACCESSORIES	114.37	
09/30/10	MPG	11-00813	SUPPLIES SEPTEMBER 2010	02320 MAC PEST CONTROL	600.00	
09/30/10	MPG	11-00816	SUPPLIES SEPTEMBER 2010	02320 MAC PEST CONTROL	1,400.00	
09/30/10	MPG	11-00818	DOG LITTER BAGS FOR PARKS	05551 PROPET DISTRIBUTORS	946.90	
09/30/10	MPG	11-00819	ELEVATOR REPAIR CITY HALL	08519 GS ELEVATOR INDUSTRIES	195.00	
09/30/10	MPG	11-00820	WINDOW REPAIR FIRE HEAD.	00141 HOBOKEN GLASS COMPANY	380.00	
09/30/10	MPG	11-00821	PORTABLE TOILETS FOR PIER A	01091 DAVID ZUIDEMA & SONS	300.00	
09/30/10	MPG	11-00822	IRRIGATION REPAIRS FOR PIER A	06663 HUFNAGEL LANDSCAPING INC.	3,015.00	
09/30/10	MPG	11-00823	PORTABLE TOILETS PARKS	09246 ZUIDEMA/ROYAL THRONE PORTABLE	150.00	
09/30/10	MPG	11-00826	REPAPIR 2005 FORD CV P.D.	02202 DAVES AUTO PARTS & ACCESSORIES	817.84	
09/30/10	MPG	11-00827	REPAIR 2005 JEEP MG72030	02202 DAVES AUTO PARTS & ACCESSORIES	354.51	
09/30/10	MPG	11-00828	REPAIR DODGE CARAVAN MG21468	02202 DAVES AUTO PARTS & ACCESSORIES	578.28	
09/30/10	MPG	11-00829	REPAIR P.D. JEEP MG74341	02202 DAVES AUTO PARTS & ACCESSORIES	698.34	
09/30/10	MPG	11-00830	REPAIR P.D. CHEVY LDG67X	02202 DAVES AUTO PARTS & ACCESSORIES	467.62	
09/30/10	MPG	11-00832	OIL FILTER REMOVAL DPW VEH.	03138 LORCO PETROLEUM SERVICES	160.00	
09/30/10	MPG	11-00833	ELEVATOR MAINTENANCE FOR 9/10	08519 GS ELEVATOR INDUSTRIES	588.60	
09/30/10	MPG	11-00834	PRO. SERVICES THROUGH 7/16/10	00031 BOSWELL ENGINEERING	1,411.00	
09/30/10	MPG	11-00835	GARBAGE/RECYCLING CHARGES 8/10	03241 HUDSON COUNTY IMPROVEMENT AUTH	189,209.83	
09/30/10	MPG	11-00837	REPAIR FORD RANGER V6-183 3.0L	02202 DAVES AUTO PARTS & ACCESSORIES	292.81	
09/30/10	MPG	11-00838	REPAIR P.D. VEH 2006 YSG56K	02202 DAVES AUTO PARTS & ACCESSORIES	253.06	
09/30/10	MPG	11-00839	WATER UNITS CITY HALL 9/10	08815 QUENCH	540.00	
09/30/10	MPG	11-00840	BAGS FOR CENTRAL GARAGE	07310 CLEAN ALL TECH. CORP.	2,911.25	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/30/10	MPG	11-00841	SWEEPER REPAIR CENTRAL GARAGE	02429	KEYSTONE PLASTICS, INC.	2,466.72
09/30/10	MPG	11-00843		00321	CALI CARTING, INC.	106,250.00
09/30/10	MPG	11-00844	RECYCLING COLLECTION JULY/10	00321	CALI CARTING, INC.	22,536.00
09/30/10	MPG	11-00846	POSTERS FOR ART FESTIVAL	00281	MINUTEMAN PRESS	204.75
09/30/10	MPG	11-00847	SUMMER CONCERTS IN THE PARK	44693	MEDIAMI X ENTERTAINMENT	1,200.00
09/30/10	MPG	11-00857		07310	CLEAN ALL TECH. CORP.	2,510.50
09/30/10	MPG	11-00878	REPAIR P.D. VEH. MG65781	02202	DAVES AUTO PARTS & ACCESSORIES	209.66
09/30/10	MPG	11-00881	OIL FOR ALL CITY VEHICLES	01122	DAVID WEBER OIL CO.	950.90
09/30/10	MPG	11-00883	SOLID WASTE COLLECTION 9/10	00321	CALI CARTING, INC.	128,786.00
09/30/10	MPG	11-00884	REPAIR P.D. 2003 YSG56K	02202	DAVES AUTO PARTS & ACCESSORIES	132.17
09/30/10	MPG	11-00886	BRAKE REPAIR P.D. VEHICLES	02202	DAVES AUTO PARTS & ACCESSORIES	6,426.12
09/30/10	MPG	11-00893	REPLENISH PETTY CASH TY2010	00810	ENVIRONMENTAL SERVICES	150.00
09/30/10	MPG	11-00911	SEWER CLOG LITTLE LEAGUE FIELD	02280	RICHARD DUNKIN	130.00
09/30/10	MPG	11-00916	BRAKE REPAIR MG65778	02202	DAVES AUTO PARTS & ACCESSORIES	535.51
09/30/10	MPG	11-00931	BRAKE REPAIR MG65781 CAR #104	02202	DAVES AUTO PARTS & ACCESSORIES	535.51
09/30/10	MPG	11-00932	NEW EQUIP INSTL/LINES MOVED	03342	ENTERPRISE CONSULTANTS	1,253.99
09/30/10	MPG	11-00935	BRAKE REPAIR CITY VEHICLE	02202	DAVES AUTO PARTS & ACCESSORIES	987.67
09/30/10	MPG	11-00936	OFFICE SUPPLIES FOR FESTIVAL	05307	W. B. MASON CO., INC.	86.00
09/30/10	MPG	11-00942	REPAIR GARBAGE TRUCK	00230	BEYER BROTHERS CORP.	1,065.66
09/30/10	MPG	11-00965	SUMMER LUNCH PROGRAM	03566	KARSON FOOD SERVICE, INC.	17,106.48
09/30/10	MPG	11-00974	ACCOUNT ACTIVATION	01383	CAPTUREPOINT.COM	3,922.00
09/30/10	MPG	11-01000	RADIATOR FOR MG67501 GARAGE	02202	DAVES AUTO PARTS & ACCESSORIES	317.99
09/30/10	MPG	11-01003	REBUILD TRANSMISSION MG65786	02202	DAVES AUTO PARTS & ACCESSORIES	2,100.00
09/30/10	MPG	11-01004	CHANGE OIL&FILTER MG84062	02202	DAVES AUTO PARTS & ACCESSORIES	44.99

Total for Batch: MPG 2,189,120.32

Total for Date: 09/30/10 Total for All Batches: 2,602,980.23

10/01/10	RFE	10-02752	CITYCOUNCIL RESOLUTION 3/17/10	06166	MARAZITI, FALCON & HEALEY	15,159.43
10/01/10	RFE	10-02755	CITYCOUNCIL RESOLUTION 11/16/09	04037	BIRDSALL ENGINEERING	12,772.00
10/01/10	RFE	10-03610	CITY COUNCIL RESOLUTION 4/7/10	00031	BOSWELL ENGINEERING	5,082.00
10/01/10	RFE	10-03710	CITY COUNCIL RESOLUTION	01239	WESTON SOLUTION, INC.	64,998.98
10/01/10	RFE	11-00178	PROFES. SERVICES	08797	REMI NGTON & VERNI CK ENGINEERS	290.00
10/01/10	RFE	11-00302	PRO. SERVICES CSO MONITORING	00031	BOSWELL ENGINEERING	207.50
10/01/10	RFE	11-00495	GENERAL LABOR MATTERS	09531	WEINER & LESNIAK, LLP	2,581.50
10/01/10	RFE	11-00497	KRIS WEHRHAHN-SEPERATION	09531	WEINER & LESNIAK, LLP	707.72
10/01/10	RFE	11-00498	JOHN MCDONALD	09531	WEINER & LESNIAK, LLP	45.00
10/01/10	RFE	11-00499	RICHARD ENGLAND	09531	WEINER & LESNIAK, LLP	405.00
10/01/10	RFE	11-00500	STEVEN KLEINMAN	09531	WEINER & LESNIAK, LLP	45.00
10/01/10	RFE	11-00501	CHIEF ISSUES	09531	WEINER & LESNIAK, LLP	3,134.00
10/01/10	RFE	11-00646	PIER REHABILITATION WORK	00031	BOSWELL ENGINEERING	9,359.00
10/01/10	RFE	11-00740	FLOOD ZONE PROTECTION	01352	EM NET, LLC	82,766.00
10/01/10	RFE	11-00872	ENGINEERING SERVICES - 9/11	08797	REMI NGTON & VERNI CK ENGINEERS	7,126.45
10/01/10	RFE	11-00889	PROFESSIONAL SERVICES	04037	BIRDSALL ENGINEERING	855.00
10/01/10	RFE	11-01008	PRO. SERVICES BOY/GIRL CLUB PK.	00031	BOSWELL ENGINEERING	473.50
10/01/10	RFE	11-01016	MULTIPLE PROJECTS -ENGINEERING	00031	BOSWELL ENGINEERING	1,300.50
10/01/10	RFE	11-01017	MULTIPLE PROJECTS ENGINEERING	00031	BOSWELL ENGINEERING	2,988.00
10/01/10	RFE	11-01018	REMEDIATION OF BULKHEADS	00031	BOSWELL ENGINEERING	6,389.00

Total for Batch: RFE 216,685.58

Total for Date: 10/01/10 Total for All Batches: 216,685.58

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
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	Batch Id	Batch Total
Total for Batch:	JMW	334,775.36
Total for Batch:	MEM	79,084.55
Total for Batch:	MPG	2,189,120.32
Total for Batch:	RFE	216,685.58
Total Of All Batches:		=====
		2,819,665.81

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	0-01	121,978.82	0.00
PARKING UTILITY FUND	0-31	5,164.50	0.00
	0-55	3,426.18	0.00
Year Total:		130,569.50	0.00
CURRENT FUND	1-01	2,324,925.49	0.00
PARKING UTILITY FUND	1-31	76,770.55	0.00
Year Total:		2,401,696.04	0.00
	C-04	113,993.50	0.00
GRANT FUND	G-02	38,290.93	0.00
	G-55	290.00	0.00
Year Total:		38,580.93	0.00
TRUST FUND & OTHER	T-03	118,692.80	0.00
	T-13	1,064.68	0.00
	T-24	5,447.36	0.00
Year Total:		125,204.84	0.00
Total Of All Funds:		2,810,044.81	0.00

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Project Description	Project No.	Project Total
1400 CLINTON STREET	010550	105.00
503 MONROE STREET	292796	210.00
1316 WILLOW AVENUE	292800	70.00
1422 GRAND STREET	292804	1,860.00
1401 WASHINGTON STREET	292826	2,041.00
728 BLOOMFIELD STREET	292829	430.00
822 HUDSON STREET	292837	175.00
609 MONROE STREET	292839	315.00
222 JACKSON STREET	292840	70.00
300 WASHINGTON STREET	292841	580.00
615 MONROE STREET	292843	522.50
600 HUDSON STREET	292846	290.00
78 JEFFERSON STREET	292847	253.75
501 ADAMS STREET	292848	362.50
221 WASHINGTON STREET	292849	616.25
506 GARDEN STREET	292858	70.00
1201 - 1222 WASHINGTON STREET	292859	70.00
517 GARDEN STREET	292860	70.00
1714 WILLOW AVENUE	292861	70.00
1101 - 1125 HUDSON STREET	45245	1,440.00
		=====
Total Of All Projects:		9,621.00

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:

02-Sep-10	TO	15-Sep-10	Paydate	9/22/2010	
<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	9,155.78	0.00	0.00	9,155.78
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	11,234.73	0.00	6,297.48	17,532.21
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	14,870.08	1,325.88	0.00	16,195.96
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	23,024.12	0.00		23,024.12
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	8,777.50	0.00	0.00	8,777.50
ASSESSOR'S OFFICE	1-01-20-150	13,362.54	0.00	0.00	13,362.54
CORPORATE COUNSEL	1-01-20-155	6,156.73	0.00	0.00	6,156.73
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	5,824.62	645.17	0.00	6,469.79
INFORMATION TECHNOLOGY	1-01-20-147	4,305.46	1,660.77	0.00	5,966.23
ZONING OFFICER	1-01-21-186	4,746.88	0.00	0.00	4,746.88
HOUSING INSPECTION	1-01-21-187	5,451.38	121.53	15.40	5,588.31
CONSTRUCTION CODE	1-01-22-195	27,844.46	0.00	0.00	27,844.46
POLICE DIVISION	1-01-25-241	537,949.64	7,726.65	5,750.40	551,426.69
CROSSING GUARDS	1-01-25-241	8,846.93	0.00	0.00	8,846.93
EMERGENCY MANAGEMENT	1-01-25-252	4,437.50	0.00	250.00	4,687.50

<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	455,822.14			455,822.14
STREETS AND ROADS	1-01-26-291-011	24,023.16	5,773.22	0.00	29,796.38
ENV SRVCS DIR OFFICE	1-01-26-290	9,937.15	0.00	0.00	9,937.15
RECREATION SEASONAL EMP	1-0128370016	10.00	0.00	0.00	10.00
CENTRAL GARAGE	1-01-26-301	6,325.35	1,129.44		7,454.79
SANITATION	1-01-26-305	24,389.30	2,482.97		26,872.27
LICENSING DIVISION	1-01-20-115-011	3,732.34	0.00	0.00	3,732.34
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	20,380.96	0.00	0.00	20,380.96
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	15,904.87	0.00	0.00	15,904.87
RENT STABILIZATION	1-01-27-347	7,285.92	0.00	0.00	7,285.92
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	15,536.35		0.00	15,536.35
PARKS	1-01-28-375	20,440.35	6,657.48	0.00	27,097.83
PUBLIC PROPERTY	1-01-28-377	27,161.02	516.83	0.00	27,677.85
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	35,060.24	0.00	0.00	35,060.24
PARKING UTILITY	1-31-55-501-101	75,249.86	11,456.11	0.00	86,705.97
MUN COURT OVERTIME	T-0340000-037	0.00	2,352.23	0.00	2,352.23
GRANT#	T0340000004	0.00	219.78	0.00	219.78
GRANT#	G-02-44-701-380	0.00	4,400.00	0.00	4,400.00
FIRE EDUCATION	T-13-10-000-000	0.00	3,885.75	0.00	3,885.75
CULTURAL AF AFFAIRS	1-01-271-760-11	3,479.30	0.00	0.00	3,479.30

<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>
<b>OTHER:</b>					
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00		0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	36,020.00	36,020.00
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00		0.00
GRANT	G-02-44-701-310			1,200.00	1,200.00
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0.00	0.00	19,780.00	19,780.00
<b>GRAND TOTAL</b>		1,475,812.66	50,353.81	69,467.13	1,595,633.60
					1,595,633.60



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

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

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

**RESOLUTION APPROVING A SHARED SERVICES AGREEMENT WITH THE  
HOBOKEN HOUSING AUTHORITY FOR SHARED POLICE SERVICES**

**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;

**WHEREAS**, the **City of Hoboken** (“City”) and the **Hoboken Housing Authority** (“HHA”) have agreed, pursuant to a **Shared Service Agreement** (annexed hereto as **Exhibit A**), to share in the use of Hoboken Police Department personnel at the HHA’s housing developments;

**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 Shared Service Agreement, 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 the formal contract, in compliance with N.J.S.A. 40A:65-7, known as the Shared Service Agreement, which is attached hereto;

**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;

**BE IT FURTHER RESOLVED** that the City Clerk maintain a copy of the executed Shared Service Agreement 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 and the executed Shared Service Agreement 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:

Approved as to form:

\_\_\_\_\_  
Arthur Liston  
Business Administrator

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel

Date of Meeting: October 6, 2010

## **SHARED SERVICE AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the HOUSING AUTHORITY OF THE CITY OF HOBOKEN, a public body corporate, with offices located at 400 Harrison Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Authority") and the CITY OF HOBOKEN a public body corporate, with offices located at 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "City").

### **RECITALS**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1, *et seq.*, permits, authorizes and encourages public bodies such as municipalities and other autonomous public entities to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative or otherwise; and

**WHEREAS**, the Authority previously determined that the City has superior technical competence, personnel and general qualifications to provide police services to the Authority's housing developments in order to ensure the safety and protection of the residents of the Authority's various housing developments (hereinafter referred to as "Police Services"); and

**WHEREAS**, the Authority acknowledges that it cannot provide the equivalent level of Police Services necessary to assure its residents' safety and security for the same or lesser cost than can be provided by the City under this Agreement; and

**WHEREAS**, the parties previously entered into a contract for Police Services

which is set to expire on or about November 30, 2010; and

**WHEREAS**, the parties wish to continue their arrangement through the creation of a shared service agreement (the "Agreement") by and among the parties for the purpose of effectuating cost savings measures and improve the efficient and effective provision of Police Services for the Authority; and

**WHEREAS**, the parties have the necessary funds available to utilize in the planning, development, staffing and supplying of Police Services to the Authority for the betterment of the citizens of Hoboken; and

**WHEREAS**, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with applicable federal, state, and local laws and regulations governing the provision of police services.

The parties therefore agree as follows:

## **SECTION ONE DURATION, CANCELLATION, AND DEFINITIONS**

### **A. DURATION OF AGREEMENT AND RIGHT OF CANCELLATION**

The term for this Agreement shall commence on November 1, 2010 and shall extend through October 31, 2015. This Agreement will continue in effect on the terms and conditions provided herein until cancelled by either party. Cancellation shall be effected by any party providing written notice to the other of its intent to terminate the Agreement no later than May 1<sup>st</sup> of any year of this Agreement, and such cancellation shall be effective on the first day of November following either party's timely service of the notice of intent to cancel the Agreement. Cancellation shall also be subject to the provisions of Sections Seven and Eight of this Agreement.

## B. DEFINITIONS

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1. "Agreement" shall refer to the within Shared Service Agreement executed by the City and the Authority.
2. "Authority" shall refer to the Hoboken Housing Authority.
3. "City" shall refer to the City of Hoboken.
4. "Police Department" shall mean the Hoboken Police Department.
5. "Chief of Police" shall mean the Chief of Police of the Hoboken Police Department who is vested with all of the powers and duties set forth in NJSA 40A:14-118 et seq.
6. "Police Services" is defined to mean those services provided by the City through its Police Department to the Authority of police personnel and/or officers to perform patrols (including vertical patrols) within properties west of Jackson Street to the tracks; south of 2nd Street bordering the Hudson Light Rail Station on the southwest from Jackson, Harrison and Marshall Drive north to 6<sup>th</sup> Street. The assigned patrol personnel will also assume patrol of Hoboken Housing Units located on 8<sup>th</sup> Street north to 9<sup>th</sup> Street, Adam Street and Grand Street.
7. "Hoboken Housing Authority Bureau" (HHAB) shall mean the Police Personnel assigned to provide Police Services to the Authority.
8. "Police Personnel" shall include: one (1) Police Sergeant and four (4) Patrolmen assigned to the Hoboken Housing Authority Bureau (HHAB). Police Personnel

assigned to the HHAB shall be assigned and detailed to patrol the geographic area of the Hoboken Housing Authority. All assigned Police Personnel shall fall under the supervision of the Sergeant assigned to oversee HHAB. The Sergeant shall report to the Patrol Division Commander and meet, on a weekly basis, with the Hoboken Housing Authority Executive Director.

9. "Reports" shall mean written submissions from the Police Department setting forth all the activities of the HHAB and non-HHAB activities on Authority property during the term of this Agreement at not less than fifteen (15) day intervals. The Reports shall reflect and include the number and type of all arrests (and the disposition thereof), as well as any other incidents occurring on Authority property involving or observed by Police Personnel during the prior thirty (30) day period.

## **SECTION TWO POLICE SERVICES**

- A. Police Services shall be provided according to the following terms and conditions:
  1. The Police Chief shall be solely responsible for assigning Police Personnel to the HHAB. The Police Chief shall assure compliance with all aspects and requirements of the Agreement between the City and the Authority. The Police Chief shall provide all Reports requested in writing by the Executive Director of the Authority (with copies to the City's Business Administrator), except those that are privileged due to their investigative nature or confidentiality.
  2. Police Personnel assigned to the HHAB shall not leave their assignment except when requested by appropriate police superior officers in cases where an immediate loss of property or injury of persons is imminent, and/or when an officer is facing impending danger of serious bodily harm and is requesting assistance. The assigned Police Personnel are not to be removed from their assignments for any routine police functions.
  3. The Police Chief shall formulate a policy and procedure in which the

Police Department produces a list of those persons who, as a result of being convicted of a criminal conviction or finding of delinquency for drug or violence related offenses, are prohibited on Authority property. That list shall be the exclusive authority of the Police Chief but shall have the input of the Executive Director of the Authority. This list shall not be available to the public and any individual on the list shall be notified in person and not by any other type of communication. The Police Chief shall provide a procedure for an individual to challenge their name being placed on the list and a procedure for a person to request that their name be removed from the list after the passage of time.

4. The responsibilities of the Sergeant are as follows:
  - a) Ensuring compliance with the Police Department's policies, procedures and regulations.
  - b) Monitoring statistics and directing selective enforcement at targeted crime/traffic areas as applicable.
  - c) Making work assignments through verbal instruction, daily work rosters, weekly work assignments, and Patrol Division Commanders' operational orders.
  - d) Acting as primary back-up to patrol officers.
  - e) Keeping informed of the whereabouts of patrol officers.
  - f) Responding to calls for service and completing assignments.
  - g) Keeping the Police Department updated on operational plans and strategies.
  - h) Maintain the good order and discipline of HHAB Police Personnel.
  - i) Conduct incident analysis.
  
3. The responsibilities of the Police Officers are as follows:
  - a) Conducting preventive patrol including making person and property inquiries and inspections focused on preventing crimes and accidents, maintaining public order, and discovering hazards.
  - b) Responding to and handling calls for service.
  - c) Conducting preliminary and/or full investigations of crimes, offenses, incidents, and conditions.
  - d) Directing traffic and enforcing Authority parking rules and regulations.
  - e) Providing emergency services.
  - f) Promptly preparing thorough, complete, and accurate reports of all occurrences and incidents.
  - g) Enforcing appropriate criminal statutes with proper discretion and care.
  - h) Demonstrate initiative and vision in performing tasks in accomplishment of the department's mission statement.

- i) Building sweeps.
- j) Issuing summons for violations of City ordinances.

4. HHAB operational requirements:

- a) The HHAB shall work from 8:00 PM to 4:00 AM. The assigned personnel will work an 8-hour tour, Monday through Sunday, weekends and holidays. For all other times, the Authority shall be included in routine patrols by the Police Department as deemed appropriate for public safety and security.
- b) Assigned Police Personnel shall complete and submit the required Reports.
- c) The Sergeant assigned to the HHAB shall patrol with the Police Officers whenever possible.
- d) Patrols will be carried out in two (2) officer squads, if more than two officers are on duty, they will redeploy in teams of 2.
- e) One marked police car will be made available for the HHAB to be made available for meal periods, transportation to the Authority and other Authority facilities.
- f) Walking patrols and vertical building sweeps shall be maintained.
- g) The Sergeant shall monitor the Authority's 47 surveillance cameras located at 4<sup>th</sup> and Harrison Street.
- h) The City shall install a direct telephone line to the HHAB office on 4<sup>th</sup> and Harrison Street for use by Authority residents.
- i) Establish observation (surveillance) procedures.
- j) Devise crime prevention strategy to enhance the prevention of crime.
- k) Enforce the Authority's "Zero Tolerance" Policy for all quality of life criminal activity, including (but not limited to) arrests for criminal trespass, consumption of alcohol on public property, unreasonable noise violations, violations of City Ordinances concerning dogs, urinating in public, graffiti, vandalism, removal of vendors between the hours of 9:00 p.m. to 9:00 a.m. and not allowing the congregation of members of a gang.
- l) Coordinate with Authority staff.
- m) Protect life and property.
- n) Suppress criminal activity.
- o) Apprehend and prosecute criminal offenders.
- p) Regulate noncriminal conduct.
- q) Preserve public peace.

B. The Authority shall take the following actions:

1. Establish a Public Safety Resident Council composed of residents representing a cross section of the Authority to provide a method to provide feedback on police issues and/or developments.

2. The Public Safety Council shall create a formalized process for residents to provide their input into police and security issues/goals/service levels.
3. The Public Safety Council shall prepare written goals and objectives reflecting its opinion of police and security issues, level of services and the like.
4. The Public Safety Council shall meet at least quarterly and provide its findings to the Authority's Executive Director for use in meetings with the Police Chief and/or HHAB.
5. The Executive Director shall meet with the HHAB and/or Police Chief on a regular basis, but not less than monthly to discuss crime and safety issues at the Authority.
6. The Executive Director shall prepare written minutes of all meetings with the Public safety Resident Council, meetings with the HHAB and/or Police Chief to be provided to the Chief and the City's Business Administrator within fifteen (15) days of all such meetings.
7. The Executive Director shall be responsible for informing all Authority residents of crime/security information in a timely manner.
8. The Authority shall provide and maintain adequate facilities to be used as a substation on Authority property for use as office space related to the Police Services provided herein. Any equipment and/or furnishings located in this office space will remain the property of the Authority and shall not be removed from the office.

### **SECTION THREE COMPENSATION**

Effective November 1, 2010, in exchange of the City providing Police Services under this Agreement, the Authority shall pay to the City an annual payment of \$540,000.00, payable in twelve (12) equal monthly installments due on the first of every month. On each subsequent November 1<sup>st</sup> for the life of this Agreement, the annual payment shall increase by the same percentage increase for that year as is negotiated between the City and the Hoboken Policeman's Benevolent Association, Local \_\_\_\_.

#### **SECTION FOUR INDEPENDENT CONTRACTOR**

- A. In entering into and complying with this Agreement, the City is at all times providing Police Services through Police Personnel as independent contractors. Nothing in this Agreement, and no act performed in accordance or pursuant to this Agreement by either party or their respective employees shall constitute or be construed as a creation of a partnership or joint venture between the City and the Authority, or their successors or assigns.
- B. Police Personnel supplied by the City are subject to the sole and exclusive control, supervision and authority of the City through its Police Department and Police Chief.

#### **SECTION FIVE EQUIPMENT**

All property, equipment, supplies, materials and vehicles furnished by the City or used by Police Personnel in performing Police Services under this Agreement shall remain the property of the City. At the expiration of this Agreement, the City shall promptly remove all of its said equipment from the Authority's premises.

#### **SECTION SIX INDEMNIFICATION/INSURANCE**

The City shall be responsible for all claims and suits resulting from or arising out of the negligence or intentional misconduct of its Police Personnel, and the City agrees to fully indemnify and hold harmless the Authority from any such claims or suits including, but not limited to, any reasonable attorneys fees and costs of suit incurred by the Authority as a result thereof. The Authority shall indemnify and hold harmless the City, its officers, directors, employees, agents and representatives, for any claim or suit

brought by third parties for action taken by any employees or agent of the Authority.

The City shall provide insurance coverage as set forth immediately herein below. The City shall furnish to the Authority, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and which said coverage shall name the Authority as an additional insured for the City.

- (a) All Police Personnel shall be fully and properly insured for Worker's compensation coverage as required by the laws of the State of New Jersey.
- (b) Comprehensive General Liability Insurance coverage in the amount of \$2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability covering the risk of false arrest, false imprisonment, and malicious prosecution, defamation of character, libel and slander.
- (c) Automobile Liability insurance with coverage limits of \$1,000,000.00 combined single limit for losses resulting from operation of vehicle of owned or leased by the City and used in providing Police Services to be rendered under this Agreement.

#### **SECTION SEVEN MANNER AND FREQUENCY OF PAYMENTS**

The parties agree that all payments to be made hereunder and in conjunction herewith be made not less frequently than on a monthly basis, with all payments being be made through the issuance of an invoice by the City and delivery of a check by the Hoboken Housing Authority drawn upon the respective parties' account pursuant to State regulation and the ordinances, regulations and policies of the Authority and the City. Proof of timely payment shall be provided by the Authority to the City's Business Administrator.

## **SECTION EIGHT DEFAULT**

The following events shall constitute default of this Agreement:

A. Failure of the Authority to pay the City any undisputed amount that becomes due under this Agreement, for a period of sixty (60) days after the amount becomes due;

B. The assessment by the Authority that: (i) the Police Department has not performed the obligations set forth in this Agreement hereunder in an adequate or satisfactory manner; or (ii) failure to be provided Reports as required in this Agreement, subject to the right to cure as set forth in Section Nine of this Agreement.

C. The appointment of a receiver or other trustee for either of the parties;

D. Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, when such failure continues for a period of thirty (30) days after notice of such failure from the non-defaulting party.

E. The failure of the Authority to appropriate necessary funding for the annual payment shall furnish grounds for termination of the Agreement pursuant to Section Nine. Termination under this Subparagraph E of this Agreement shall be effectuated by either party's providing six (6) months' written notice of its intent to terminate this Agreement. Such termination shall be effective upon the expiration of the aforementioned six (6) month period.

## **SECTION NINE TERMINATION**

1. In the event of default as defined in Section Eight of this Agreement, except as set forth in Subsection (E) of Section Eight, the non-defaulting party may serve upon the defaulting party a written notice of its intent to terminate this Agreement

and demand that the defaulting party cure such default within sixty (60) days from the date of such written notice. If the defaulting party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no force or effect. If, however, the defaulting party has not cured the default by the end of the sixty-day period, after the expiration of the sixty (60) day period, the non-defaulting party may serve upon the defaulting party written notice of the former party's intent to terminate this Agreement upon the expiration of ten (10) days from the date of such written notice. At the expiration of the ten (10) day period, the Agreement shall terminate.

2. On termination of this Agreement, the Authority shall promptly pay to the City any unpaid sums due under this Agreement.

3. The rights granted pursuant to this Section Nine are in addition to any other rights and remedies for breach of contract available to the non-defaulting party at law or in equity.

## **SECTION TEN SUCCESSORS AND ASSIGNS**

The terms of this Agreement shall be binding upon all transferees, successors, or assigns of the parties as though named in this Agreement.

## **SECTION ELEVEN NOTICE**

1. All notices, request, or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, and shall be registered or certified or may be provided via personal service or via Federal Express or other recognized national overnight mail carrier.

2. If intended for the Authority, such correspondence shall be sent to the Executive Director at 400 Harrison Street, Hoboken, New Jersey 07030. If intended for

the City, all such correspondence shall be sent to the Council President, City Attorney and City Clerk, located at 94 Washington Street, Hoboken, New Jersey 07030.

3. A change in address must be noticed in the manner set forth in this Section. Any notice, request or approval required or permitted shall be deemed given and received by the addressee on the third business day after mailing or upon delivery, if personally delivered or sent by overnight carrier.

## **SECTION TWELVE RESOLUTION OF DISPUTES**

Should any bona fide dispute arise between the parties with respect to any of the terms and conditions hereunder, such bona fide dispute shall be presented to the New Jersey State Board of Mediation for mediation. The parties agree that every best effort shall be made by both parties to resolve any and all disputes prior to mediation and, if no resolution is reached, the dispute shall be presented to mediation. In the event mediation fails, all disputes arising under this Agreement shall be subject to binding arbitration.

## **SECTION THIRTEEN WAIVER**

A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

## **SECTION FOURTEEN MISCELLANEOUS**

A. If any provision of this Agreement is held unenforceable or invalid by a court

of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.

- B. Entire Agreement/Modifications. This Agreement supersedes any and all prior or other oral or written agreements between the parties. This Agreement may be altered, modified or amended only in writing executed by both of the parties hereto. This Agreement contains the entirety of the Agreement between the parties. There are no other oral agreements or presentations binding the parties hereto.
- C. Governing Law. This Contract shall be governed by the laws of the State of New Jersey and in compliance with all directives and policies of the Department of Housing and Urban Development (HUD) and all ordinances, policies and provisions of the City.

#### **SECTION FIFTEEN EFFECTIVE DATE**

This Agreement shall become effective upon final approval by the Authority and the City Council, the adoption of whichever resolution is later.

#### **SECTION SIXTEEN SIGNATURES**

The parties agree that this Agreement may be signed and executed in counterpart, and that the failure of the parties to be mutually present during such signing or execution, or that the failure of all parties' signatures to appear on the same original of the Agreement, shall not be construed as taking from the validity and effect of same.

CITY OF HOBOKEN

HOUSING AUTHORITY OF THE  
CITY OF HOBOKEN

By: \_\_\_\_\_  
Dawn Zimmer, Mayor

By: \_\_\_\_\_  
Jean Rodriguez, Chairwoman  
Board of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carmelo Garcia, Executive Director

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Hoboken Corporation Counsel

\_\_\_\_\_  
Charles P. Daglian, Esq.  
Hoboken Housing Authority

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

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

**RESOLUTION ACCEPTING THE SEPTEMBER 10, 2010 CHANGE  
ORDER FOR THE HOBOKEN CITY HALL ADA COMPLIANT  
EXTERIOR DOOR ON NEWARK STREET**

**WHEREAS**, the City of Hoboken has contracted with the contractor, Fine Wall Corporation, and the architects, BCA Architects, for an ADA compliant exterior door replacement at the Newark Street entrance of City Hall; and

**WHEREAS**, a change work order has been provided to the City for approval of an increase in the contract sum by Thirteen Thousand Five Hundred Twenty Four Dollars (\$13,524.00) to provide for a new wood subfloor and tiles, new concrete footing, and a magnetic locking system; and

**WHEREAS**, funds are available to cover this additional cost.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken does hereby agree to amend the original agreement to include the changes set forth in the Change Work Order dated September 10, 2010, for an increase of Thirteen Thousand Five Hundred Twenty Four Dollars (\$13,524.00);

**BE IT FURTHER RESOLVED**, that the Council of the City of Hoboken does hereby approve the Change Work Order to install new subfloors, new concrete footing and a magnetic locking system as well as the increase cost contained therein, for which funds are available to cover the additional cost; and,

**BE IT FURTHER RESOLVED**, that this resolution shall be advertised after passage and a copy shall be sent by the City Clerk to the municipal auditor for incorporation into the annual audit.

**Meeting Date: October 6, 2010**

Reviewed:

Approved as to Form:

\_\_\_\_\_  
Arch Liston  
Business Administrator

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,524.00 is available in the following appropriations:

These funds, the amount within the introduced TY 2010 budget, are sufficient to meet the contractual commitment providing for:

The September 10, 2010 Change Order for the City Hall ADA Compliant Exterior  
Door on Newark Street

as submitted by the following vendor:

Fine Wall Corporation  
and  
BCA Architects

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

\_\_\_\_\_  
Chief Financial Officer

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

**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

DATE: September 29, 2010  
TO: Hoboken City Council  
CC: Dawn Zimmer, Mayor  
Arch Liston, Business Administrator  
Mark A. Tabakin, Corporation Counsel  
FROM: Brandy Forbes, Community Development Director *BF*  
RE: NJ Housing and Mortgage Finance Agency's Live Where You Work Program

The Planning, Zoning and Economic Development Subcommittee met last week to discuss the possibility of partnering with NJ Housing and Mortgage Finance Agency (NJHMFA) on their Live Where You Work Program.

NJHMFA created the New Jersey Live Where You Work (LWYW) program in order to increase homeownership and enhance housing affordability opportunities within partner municipalities. The LWYW program offers home-buying incentives to persons employed within participating municipalities. Additionally, LWYW encourages the use of public transit and other forms of non-auto transportation for commuting to work, in furtherance of smart growth planning principles.

The home-buying incentives offered by HMFA include: (1) down payment and closing cost assistance within Smart Growth Areas under the Agency's Smart Start Program to eligible borrowers as defined in the LWYW Program Guidelines; and (2) expanded housing and debt ratios for homebuyers in underwriting the mortgage loan to factor in the reduction in travel expenses realized as a result of the homebuyer living close to their place of employment.

To partner with NJHMFA with this program, the City has to commit to pay for ½ the cost of marketing brochures (approximately \$1,250) and enter into a Memorandum of Understanding (MOU) regarding the promotion of the program. The draft resolution and MOU are attached.

The subcommittee is in support of the City becoming a partner in this program, as it will allow qualified individuals the opportunity to affordably live where they work. Edward Collins from NJHMFA has agreed to come to the City Council meeting on October 6, 2010 to answer any questions the City Council has regarding this program.

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

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

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE  
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND THE CITY OF  
HOBOKEN FOR THE LIVE WHERE YOU WORK PROGRAM**

**WHEREAS**, the New Jersey Housing and Mortgage Finance Agency (HMFA) created the Live Where You Work (LWYW) program in order to increase homeownership and enhance housing affordability opportunities within partner municipalities; and

**WHEREAS**, the LWYW program is a home mortgage incentive program that provides low-interest mortgage loans to eligible homebuyers purchasing homes in towns where they are employed, with the goal being to build stronger communities by promoting homeownership and encouraging people to live closer to their jobs; and

**WHEREAS**, the LWYW program encourages the use of public transit and other forms of non-auto transportation for commuting to work, in furtherance of smart growth planning principles; and

**WHEREAS**, the HMFA through the LWYW program is the responsible party for providing enhanced financing benefits to eligible homebuyers; and

**WHEREAS**, the LWYW program will offer home-buying incentives to persons employed within the City of Hoboken by providing (1) down payment and closing cost assistance under the HMFA's Smart Start Program to eligible borrowers; and (2) expanded housing and debt ratios for homebuyers in underwriting mortgage loans to factor in the reduction in travel expenses realized as a result of the homebuyer living close to their place of employment; and

**WHEREAS**, HMFA and the City will jointly develop a marketing brochure to promote the LWYW program, and said brochures will be distributed to major City employers and all municipal employees; and

**WHEREAS**, in order to become a participating municipality, an Agreement is necessary to create an understanding by and between the HMFA and the City of Hoboken regarding the shared responsibilities in administering the LWYW Program; and

**WHEREAS**, this Agreement will require the City to contribute up to half the cost of printing and reproducing marketing brochures (approximately \$1,250.00).

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the Mayor, Administrator, Chief Financial Officer, and/or City Clerk are authorized to execute an Agreement with the HMFA for the LWYW program, and that up to half the costs for printing and reproducing marketing brochures will be provided by the City (approximately \$1,250.00).

**Date: October 6, 2010**

**REVIEWED BY:**

**APPROVED AS TO FORM:**

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Arch Liston  
Business Administrator

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Mark A. Tabakin, Esq.  
Corporation Counsel

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James Farina, RMC  
City Clerk

**AGREEMENT BETWEEN  
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AND CITY OF HOBOKEN FOR  
THE LIVE WHERE YOU WORK PROGRAM**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, by and between CITY OF HOBOKEN (“municipality”) and the New Jersey Housing and Mortgage Finance Agency (“HMFA”), a body corporate and politic and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, N.J.S.A. 55:14K-1 et seq. (the “Act”), having with a place of business at 637 South Clinton Avenue, Trenton, New Jersey.

**Purpose**

The purpose of this Agreement is to create an understanding by and between HMFA and the municipality regarding the shared responsibilities in administering HMFA’s Live Where You Work (LWYW) Program.

**Background**

HMFA created the LWYW program in order to increase homeownership and enhance housing affordability opportunities within partner municipalities. The LWYW program offers homebuying incentives to persons employed within participating municipalities. Additionally, LWYW encourages the use of public transit and other forms of non-auto transportation for commuting to work, in furtherance of smart growth planning principles.

LWYW is a partnership between HMFA and participating municipalities. HMFA is responsible for providing enhanced financing benefits to eligible homebuyers as defined in the LWYW Fact Sheet, (see Attachment A) which the Agency may amend. Municipalities are responsible for marketing LWYW to persons employed within their municipal boundaries.

The financing benefits from HMFA include: (1) down payment and closing cost assistance under the Agency’s Smart Start Program to eligible borrowers as defined in the LWYW Program Guidelines; and (2) expanded housing and debt ratios for homebuyers in underwriting the mortgage loan to factor in the reduction in travel expenses realized as a result of the homebuyer living close to their place of employment.

**Understanding**

1. **RESPONSIBILITIES OF THE MUNICIPALITY.**
  - a. The municipality shall create an Outreach and Distribution Plan (“The Plan”). The Plan will, at a minimum, identify the top ten employment centers in the municipality and schedule outreach meetings with executive and human resource managers to market the program. The Plan shall provide a strategy for

approaching the local media network (radio or television) through which the municipality can make public service announcements about the Program.

- b. The municipality shall approve the final marketing brochure prior to public release. The municipality shall provide program brochures for distribution to employers and distribute them to all municipal employees.
- c. The municipality shall contribute up to half the cost of printing and reproducing the brochure (up to approximately \$3000).
- d. The municipality shall describe the LWYW program on their municipal website. The LWYW web page must employ a short domain name that can be referenced easily from the LWYW brochure.
- e. The municipality shall participate in at least one public relations event for the Program.
- f. The municipality shall coordinate one public housing fair, which includes arranging for a location, providing necessary staff support, and promoting the event through local channels.
- g. The municipality is encouraged to identify further incentives for homebuyers in addition to the benefits offered through the LWYW program. The incentive may come from a third party, such as a local lender who serves as the originator of HMFA mortgage. For example, the lender could waive the application fee or provide direct closing cost/downpayment assistance. Other examples might include gifts (bicycles, transit passes, local event or museum passes, etc.), credit counseling or discounts to appliance stores.

Third party partners will not be mentioned by name, logo, or website on the HMFA LWYW website or brochure. Instead, consumers will be encouraged to visit their municipality's website to learn about further incentives which are exclusive to their municipality. Municipalities are encouraged to promote their third party partnerships on their website.

- h. In addition, the municipality is encouraged to provide some quantifiable incentive to mortgage applicants who do not qualify for the HMFA financing. The incentive may come from a third party, such as a local lender who serves as the originator of HMFA mortgages and offers an alternative loan product for households not eligible for HMFA mortgages.

Third party partners will not be mentioned by name, logo, or website on the HMFA LWYW website or brochure. Instead, consumers will be encouraged to visit their municipality's website to learn about further incentives which are exclusive to their municipality. Municipalities are encouraged to promote their third party partnerships on their website.

2. RESPONSIBILITIES OF HMFA

- a. HMFA shall design a tri-fold marketing brochure and reproduce the necessary number of brochures, up to 25,000, for the Program.
- b. HMFA shall develop a custom website for LWYW that will provide information about the program in general, as well as specific pages for each participating municipality; participating municipalities will be able to link directly to their specific page.
- c. HMFA shall coordinate and manage one public relations event.
- d. HMFA shall assist the municipality in planning the housing fair.
- e. HMFA shall approve the municipal Outreach and Distribution Plan.
- f. HMFA shall assist the municipality with identifying appropriate municipal incentives for non-HMFA eligible applicants. HMFA shall approve the municipal incentive.

3. TERMS OF MEMORANDUM OF UNDERSTANDING

Unless terminated earlier in accordance with provision 4 hereof, this Agreement shall remain in full force until three (3) years from the execution of this Agreement.

4. EARLY TERMINATION

Termination Upon Notice. The municipality or HMFA may terminate this Agreement upon 60 calendar days advance notice to the parties. If the Agreement is terminated under this section, the municipality and HMFA shall complete all unfinished and ongoing obligations under the Agreement.

Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Agreement notwithstanding, the parties agree that their ability to honor the terms and conditions of this Agreement is contingent upon the availability of HMFA financing to support the mortgages, down payment and closing cost assistance, and funds to support operating and marketing costs. If, during the term of this Agreement, funds are unavailable, both parties reserve the right, upon Notice to the other party, to commensurately reduce the extent of their obligations under this Agreement or to terminate the Agreement.

5. ADDITIONAL PROVISIONS

Application of New Jersey Law. This Agreement shall be governed, construed, and interpreted in accordance with laws of the State of New Jersey. If any legal action should be filed by any party against any the other in connection with this Agreement

and/or other Loan Documents, the venue and forum for such action shall be the New Jersey Superior Court, Mercer County.

Limitation of Liability. It is mutually agreed by the Municipality and the Agency that the Agency and its members, directors, officers, agents, servants, employees, and attorneys shall not be liable for any action performed under this Agreement, and that the Municipality shall hold them harmless from any claim or suit of whatever nature.

Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Municipality agrees that it shall be applicable to claims arising under this Agreement. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Exercise of Rights. A failure or a delay on the part of the municipality or HMFA in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege.

Moreover, a single or partial exercise shall not prevent another or further exercise of that or any other right, power privilege

6. AGREEMENT SIGNATURES AND DATES. The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement set forth on the preceding pages in paragraphs 1 through 6, and any related Annex(es). This Agreement contains within its four corners the entire agreement of parties and oral evidence tending to contradict, amend or supplement the Agreement is inadmissible; the parties having made the Agreement as the final and complete expression of their understanding.

**CITY OF HOBOKEN**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

Agreement Expiration Date: \_\_\_\_\_

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS  
STATE TAX COURT**

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

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

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$6,606.59**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
SMYTH, WESLEY 82 CLINTON ST #5B HOBOKEN, NJ 07030	20/28/C005B	82 CLINTON ST	2009	\$ 1,930.27
ZIPP & TANNENBAUM, LLC NORTH FORK BANK 166 GATZMER AVENUE JAMESBURG, NJ 08831	214/1.1/	301-11 WASHINGTON ST	2007	\$ 1,745.00
DAVENPORT & SPIOTTI ATTORNEYS AT LAW 219 CHANGEBRIDGE ROAD MONTVILLE, NJ 07045	216/7/	511 WASHINGTON ST	2009	\$ 2,931.32

**Meeting: OCTOBER 6, 2010**

**Approved as to Form:**

\_\_\_\_\_  
**CORPORATION COUNSEL**

\_\_\_\_\_  
**SHARON CURRAN**

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 **\$ 5,454.83**

<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 1555 W WALNUT HILL LANE STE #200A IRVING, TX 75038	57/23/C004R	402 MONROE ST	1/10	\$ 1,384.71
CUTLER, DAVID & BRIDGET 456 NINTH ST #47 HOBOKEN, NJ 07030	96/1/C0047	456 NINTH ST	3/10	\$ 339.57
BARNES, C JEFFREY & JAMIE P 19 EVERGREEN PLACE MAPLEWOOD, NJ 07040	202/11.1/C0002	321 BLOOMFIELD ST	3/09	\$ 125.31
GRAYBILL, JASON R & REGAN M 1116 GARDEN ST HOBOKEN, NJ 07030	252/38/	1116 GARDEN ST	1/09	\$ 3,491.79
GROHOWSKI, TERI 1125 MAXWELL LANE #603 HOBOKEN, NJ 07030	261.03/1/CP175	1125 MAXWELL LANE	1/10	\$ 113.45

**Meeting: OCTOBER 6, 2010**

**Approved as to Form:**

---

**CORPORATION COUNSEL**

---

**Sharon Curran**

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

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

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

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS CLEANUP GRANT PROGRAM AT THE BOYS & GIRLS CLUB PARK AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED AGENT FOR THE DURATION OF THE PROGRAM**

**WHEREAS** the Boys & Girls Club Park is located at 109 Jefferson Street, Hoboken, New Jersey; and

**WHEREAS** the Boys & Girls Club Park was subject to a preliminary assessment conducted by Boswell McClave Engineering, the City Engineer, to identify potential environmental concerns associated with the site; and

**WHEREAS** the resulting report submitted by Boswell McClave cited contamination by hazardous substances found in historic fill at the site (lead and polycyclic aromatic hydrocarbons); and

**WHEREAS** the Council recognizes that the Boys & Girls Club Park is a highly valued community resource and fully utilized park space; and

**WHEREAS** the Director of the City of Hoboken Department of Environmental Services has recommended that the City of Hoboken seek funds to cleanup the contamination found at the Boys & Girls Club Park; and

**WHEREAS** there are grant funds available through the United State Environmental Protection Agency Brownfields Cleanup Grant Program, under the Small Business Liability Relief and Brownfields Revitalization Act; and

**WHEREAS** the Boys & Girls Club Park site qualifies as a brownfield site as per the proposal guidelines made public by the United States Environmental Protection Agency; and

**WHEREAS** the Department of Environmental Services will submit an application to the United States Environmental Protection Agency on or about October 15, 2010, for a \$\_\_\_\_\_ grant.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the City of Hoboken Department of Environmental Services, with the Mayor as authorized agent, is authorized to submit an application to the United States Environmental Protection Agency Brownfields Cleanup Grant Program for a \$\_\_\_\_\_ grant to perform cleanup activities at the Boys & Girls Club Park site; and

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute any and necessary documents for this grant application.

**Meeting Date: October 6, 2010**

Reviewed by:

Approved as to form:

\_\_\_\_\_  
Jennifer Maier, Director  
Department of Environmental Services

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel

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

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

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

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE UNITED STATE ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT GRANT PROGRAM FOR THE CHURCH SQUARE PARK AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED AGENT FOR THE DURATION OF THE PROGRAM**

**WHEREAS** the Church Square Park is located at 401 Willow Avenue, Hoboken, New Jersey; and

**WHEREAS** the Council recognizes that the Church Square Park is a highly valued community resource fully utilized by residents of the City of Hoboken; and

**WHEREAS** the Director of the City of Hoboken Department of Environmental Services has recommended that the City of Hoboken seek funds to conduct a brownfields assessment at the Church Square Park site; and

**WHEREAS** there are grant funds available through the United State Environmental Protection Agency Brownfields Assessment Grant Program, under the Small Business Liability Relief and Brownfields Revitalization Act; and

**WHEREAS** the Department of Environmental Services will submit an application to the United States Environmental Protection Agency on or about October 15, 2010, for a \$\_\_\_\_\_ grant.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the City of Hoboken Department of Environmental Services is authorized to submit an application to the United States Environmental Protection Agency Brownfields Assessment Grant Program for a \$\_\_\_\_\_ grant to perform preliminary assessment activities at the Church Square Park site; and

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute any necessary documents for this grant application.

**Meeting Date: October 6, 2010**

Reviewed by:

Approved as to form:

\_\_\_\_\_  
Jennifer Maier, Director  
Department of Environmental Services

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel

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

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

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

**AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE STATE  
LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM FOR THE JULY 1,  
2010 TO JUNE 30, 2011 TERM, ACCEPTING THE \$100,000.00 GRANT FROM THE  
PROGRAM AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED  
AGENT FOR THE DURATION OF THE PROGRAM**

**WHEREAS**, the City of Hoboken has been approved by the State of New Jersey Department of Community Affairs for participation in the program known as “State Local Cooperative Housing Inspection Program” which would provide the City of Hoboken with \$100,000.00 to effectuate proper housing inspections of multiple family dwellings, hotels and motels within the City limits; and,

**WHEREAS**, the City Council of the City of Hoboken finds it advantageous for the City to accept participation into this program to help effectuate proper inspections of the numerous multiple family dwellings within the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the City is authorized to participate in the State of New Jersey State Local Cooperative Housing Inspection Program for the term commencing July 1, 2010 and terminating June 30, 2011;

**BE IT FURTHER RESOLVED**, the City of Hoboken accepts the \$100,000.00 allocated grant for participation in the program; and,

**FURTHER RESOLVED**, that the Mayor, or her designee, is hereby authorized on behalf of the City of Hoboken to:

1. Execute and furnish any documentation necessary to effectuate the City’s participation in this program and funding for participation in this program;
2. Act as authorized agent and correspondent for the City of Hoboken; and,
3. Execute necessary contracts, as needed, to have the funding awarded.

**Meeting Date: October 6, 2010**

Reviewed by:

Approved as to form:

\_\_\_\_\_  
Leo Pellegrini, Director  
Director- Department of Human Services

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel

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

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

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

**RESOLUTION GRANTING CONSENT TO BLOCK 103  
DEVELOPMENT, LLC'S SUBMISSION OF A WATER  
QUALITY APPLICATION TO THE STATE OF NEW  
JERSEY DEPARTMENT OF ENVIRONMENTAL  
PROTECTION'S DIVISION OF WATER QUALITY**

**WHEREAS**, Block 103 Development, LLC has a construction site at 1100-1110 Jefferson Street in the City of Hoboken;

**WHEREAS**, Block 103 Development, LLC has requested the City of Hoboken provide consent to submission of Water Quality forms to the Department of Environmental Protection; and,

**WHEREAS**, the City Council feels it is appropriate to grant the developer's request to submit an application to the DEP regarding water quality at the site.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Hoboken hereby grants its consent to Block 103 Development, LLC's request to submit an application to the Water Quality Division of the New Jersey DEP; and,

**BE IT FURTHER RESOLVED** that the Mayor is the authorized representative to execute any documentation regarding this submission, on behalf of the City.

**Meeting Date: October 6, 2010**

**Reviewed by:**

**Approved as to Form:**

\_\_\_\_\_  
**Arch Liston  
Business Administrator**

\_\_\_\_\_  
**Mark A. Takabin, Esq.  
Corporation Counsel**

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

Co-sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
THE YMCA**

**Whereas**, the Board of Directors of the YMCA, located at 1301 Washington Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds (an operating grant) during the period of Single Room Occupancy construction; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Sub-recipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved that**, the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the YMCA, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-Sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

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

**Whereas**, the Board of Directors of Nuestros Ninos Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds and \$11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Nuestros Ninos Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-Sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
MILE SQUARE DAY CARE**

**Whereas**, the Board of Directors of Mile Square Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds and \$57,818 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Mile Square Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-Sponsored By: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
THE JUBILEE CENTER**

**Whereas**, the Board of Directors of The Jubilee Center, located at 601 Jackson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of After School and Summer Programs within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Jubilee Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-Sponsored By: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
HOPES HEAD START**

**Whereas**, the Board of Directors of HOPES Head Start, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds and \$25,531 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and HOPES Head Start, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
HOBOKEN FAMILY PLANNING**

**Whereas**, the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$20,000 out of available Community Development funds and \$3,000 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Family Planning, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
DAY CARE 100**

**Whereas**, the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$25,000 out of available Community Development funds and \$5,508 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

Co-sponsored By: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE FUNDING AGREEMENT WITH  
BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)**

**Whereas**, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 119 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Recreation Services within the City of Hoboken; and

**Whereas**, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$10,000 out of available Community Development funds and \$2,000 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

**Resolved**, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

**Further Resolved**, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Club of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Meeting date: October 6, 2010**

**Department of Community Development**

**Approved as to form:**

\_\_\_\_\_  
**Brandy A. Forbes, Director**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

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

**THIS RESOLUTION AWARDS A CONTRACT TO WB MASON CO., INC., FOR PROVIDING FURNITURE TO THE VIOLATIONS BUREAU OF THE CITY IN ACCORDANCE WITH NEW JERSEY STATE CONTRACT AND N.J.S.A. 40A:11-1 et. seq.**

WHEREAS, the Violations Bureau of the Municipal Court located within City Hall has been identified as needing replacement furniture, and

WHEREAS, the purchase has been authorized by the Assignment Judge of Hudson County Superior Court, and

WHEREAS, the acquisitions and improvements of the Violation Bureau of the City of Hoboken shall have no impact on the taxpayers; and

WHEREAS, a proposal of \$53,348.45 for this replacement furniture has been received, from W.B. Mason Co., Inc., by the Director of the Violations Bureau of the Municipal Court, and

WHEREAS, the City may purchase goods under New Jersey State Contract awarded to W.B. Mason Co., Contract #A69930;

WHEREAS, the Fifty-Three Thousand Three Hundred Forty-Eight Dollars and Forty-Five Cents (\$53,348.45) has been set aside from the Municipal Court's Parking Offense Adjudication Act(POAA) trust funds located in account T-03-40-000-041,

**NOW THEREFORE BE IT RESOLVED** as follows:

- A. This resolution authorizes the Administration to purchase replacement furniture for the Violations Bureau, as outlined in the attached proposal, from W.B. Mason Co., Inc. for the amount of \$53,348.45, for the provision of the replacement furniture outlined in the attached proposal.
- B. Pursuant to the provisions of N.J.S.A. 40A:11-14, the Administration shall issue a purchase order for the above award.
- C. This resolution shall take effect immediately upon passage.

Meeting of: 6 October 2010

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Arch Liston, Business Administrator

\_\_\_\_\_  
Mark A. Tabakin, Interim Corporation Counsel

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$53,348.45 is available in the following appropriations:

Municipal Court P.O.A.A. Trust Fund (T-03-40-000-041) These funds, the amount within the introduced TY 2010 budget, are sufficient to meet the contractual commitment providing for:

Replacement Furniture for the Violations Bureau

and awarded to the following vendor:

W.B. Mason Co., Inc.  
535 Secaucus Road  
Secaucus, New Jersey 07094

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

\_\_\_\_\_ Chief Financial Officer

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

**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

DATE: September 27, 2010  
TO: Hoboken City Council  
CC: Dawn Zimmer, Mayor  
Arch Liston, Business Administrator  
Mark A. Tabakin, Corporation Counsel  
FROM: Brandy Forbes, Community Development Director *BF*  
RE: Conditional Designation Agreement between City of Hoboken and 83 Willow, LLC

This memo is to provide background information regarding the resolution on the October 6, 2010 City Council agenda on the above issue.

This property is a smaller parcel within the Public Works Garage Redevelopment Area. This is a separate property than the City-owned site within the area and is owned by 83 Willow, LLC. The applicant is seeking to construct a building with one ground floor retail space with 1,480 sq ft of customer space and 32 residential units. There are several variances proposed, which would likely trigger a revision to the redevelopment plan. As well, the applicant is proposing to provide 32 parking spaces off site, in addition to the 9 parking spaces they are legally required to provide for Jefferson Trust residents.

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.

This interim agreement is a relatively new step in redevelopment in Hoboken; however, this type of agreement is common practice in the realm of redevelopment in New Jersey. 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, the draft resolution and the draft agreement are attached. The Planning, Zoning and Economic Development subcommittee met with Redevelopment Counsel Jong Sook Nee of McManimon & Scotland to discuss this item.

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

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

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

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE  
EXECUTION OF A CONDITIONAL DESIGNATION AGREEMENT  
WITH 83 WILLOW, L.L.C., 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 from time to time (the “**Act**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, the City of Hoboken (the “**City**”) desires that a portion of the land located in the Public Works Garage Site, commonly known as Block 1, Lots 11-14 on the Tax Map of the City (the “**Project Site**”), be redeveloped in accordance with the Amended Redevelopment Plan for The Public Works Garage Site (the “**Redevelopment Plan**”); and

**WHEREAS**, 83 Willow, L.L.C. (the “**Conditional Redeveloper**”) has submitted a Pre-Submission Form proposing the redevelopment of the Project Site into a mixed-use development containing approximately one (1) retail location and approximately thirty-two (32) residential units, as more fully described therein (the “**Project**”); and

**WHEREAS**, the City and the Conditional Redeveloper desire to negotiate a redevelopment agreement to memorialize their agreement on all issues including, but not limited to, the implementation of the Project and the construction schedule to redevelop the Project Site in accordance with the requirements of the Redevelopment Plan and the Act; and

**WHEREAS**, the City requires the Conditional Redeveloper to pay the customary and reasonable costs associated with the City’s review of the Conditional Redeveloper’s proposal, drafting and negotiation of a redevelopment agreement and all other costs and expenses relating to this Project Site incurred by the City prior to the execution of a redevelopment agreement or the determination by the City that such an agreement cannot be executed; and

**WHEREAS**, a form of a Conditional Designation Agreement has been executed by the Conditional Redeveloper to provide for the conditional designation of the Conditional Redeveloper for a ninety (90) day period, during which the negotiation of a redevelopment agreement shall take place and the Conditional Redeveloper shall make funds available to the City in the amount of \$15,000, representing the initial escrow deposit to pay for the City’s costs and expenses.

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

1. The recitals are hereby incorporated as if set forth herein in their entirety.

2. The Mayor is hereby authorized to execute the Conditional Designation Agreement By and Between the City of Hoboken and 83 Willow, L.L.C. (the “**Agreement**”) in the form attached hereto as Exhibit A, with such amendments, modifications, changes or deletions as may be required in the Mayor’s discretion, after consultation with the City’s professionals.

3. The Mayor, City staff, consultants and professional are hereby authorized and directed to take any and all other administrative actions necessary to undertake the execution of the Agreement, the establishment of an escrow and to otherwise effectuate the goals and intent of this Resolution.

4. This Resolution shall take effect immediately.

**Date: October 6, 2010**

**REVIEWED BY:**

**APPROVED AS TO FORM:**

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Arch Liston  
Business Administrator

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Mark A. Tabakin, Esq.  
Corporation Counsel

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James Farina, RMC  
City Clerk

**CONDITIONAL DESIGNATION AGREEMENT BY AND BETWEEN  
THE CITY OF HOBOKEN AND 83 WILLOW, L.L.C.**

This Conditional Designation Agreement (this “**Agreement**”) dated as of September 2010, by and between the **CITY OF HOBOKEN**, (the “**City**” or “**Hoboken**”), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), and **83 WILLOW, L.L.C.**, a limited liability company authorized to do business in New Jersey, with offices at 318 Pines Lake Drive East, Wayne, New Jersey 07470 (“**Redeveloper**” and together with the City, the “**Parties**”).

**WITNESSETH**

**WHEREAS**, the Redevelopment Law 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 Public Works Garage Redevelopment Area, commonly known as Block 1, Lots 11-14 on the Tax Map of the City of Hoboken, (the “**Project Site**”) be redeveloped in accordance with the Amended Redevelopment Plan for the Public Works Garage Site (the “**Redevelopment Plan**”); and

**WHEREAS**, Redeveloper has submitted a Pre-Submission Form which contains a proposal for the redevelopment of the Project Site, which provides for the construction of a mixed-use development containing approximately one (1) retail locations and approximately thirty-two (32) residential units (the “**Proposal**”); and

**WHEREAS**, the City and Redeveloper desire to negotiate a redevelopment agreement for the purpose of establishing the rights and obligations of the Parties relating to the redevelopment of the Project Site in accordance with the requirements of the Redevelopment Plan and the Redevelopment Law (the “**Redevelopment Agreement**”); and

**WHEREAS**, the City shall, during the Interim Period (as defined below), negotiate exclusively with Redeveloper with regard to the Project Site; 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 regardless of whether any Agreement is executed; and

**WHEREAS**, the Parties agree to work in good faith toward agreement on the terms of a Redevelopment Agreement.

**NOW, THEREFORE**, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. Conditional Designation. Upon the complete execution of this Agreement, Redeveloper shall be the conditional designated redeveloper for the Project Site, on the express and absolute condition that the Parties shall successfully negotiate and execute a Redevelopment Agreement within the time frame set forth herein. The Parties acknowledge that the redevelopment of the Project Site will be pursuant to the terms of the Redevelopment Agreement, the Redevelopment Plan and the Redevelopment Law. In the event that the Parties are unable to reach agreement on the terms of a Redevelopment Agreement this Agreement shall be terminated and the designation in this paragraph shall end immediately.

2. The Interim Period. The “**Interim Period**” shall be the ninety (90) day period that commences on the date of this Agreement during which the City agrees to negotiate exclusively with Redeveloper toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and Redeveloper. Such ninety (90) day period may be extended by the City in its sole discretion. At the conclusion of the Interim Period, or any time during an extension of such Interim Period the City may, in its sole discretion, cease negotiations and cancel this Agreement with Redeveloper if the terms of a Redevelopment Agreement are not agreed upon. In the event that this Agreement is cancelled by the City, then neither Party shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 hereof.

3. Payment of Interim Costs.

A. “**Interim Costs**” shall include, but not be limited to, all expenses and costs incurred by the City in connection with (i) the review of the Proposal of Redeveloper, (ii) the review of additional information provided by the Redeveloper, (iii) the preparation and negotiation of the Redevelopment Agreement, (iv) all City staff time, and (v) the fees and costs of any professional consultant, contractor or vendor retained by Hoboken in connection with same.

B. Redeveloper shall pay all reasonable Interim Costs incurred by Hoboken during the Interim Period through and including (i) the time Hoboken and Redeveloper enter into a Redevelopment Agreement or (ii) the time the City determines that a Redevelopment Agreement cannot be executed for any reason. Redeveloper agrees to pay all Interim Costs even if the Redevelopment Agreement cannot be executed for any reason. Redeveloper agrees that in the event the Parties continue negotiations following the expiration of the Interim Period, all costs incurred by Hoboken related to such additional negotiations shall be included in the definition of Interim Costs and shall be paid by Redeveloper as provided in this Paragraph 3.

C. Within ten (10) days from the execution of this Agreement, Redeveloper shall deposit Fifteen Thousand Dollars (\$15,000.00) (the “**Project Funds**”) to the City to be maintained in a separate account by the City and to be drawn down by the City to cover Interim Costs. The City shall provide Redeveloper with invoice(s) setting forth the costs incurred by Hoboken that have been drawn down. Within fifteen (15) days of the receipt by Redeveloper of written notice from the City that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00), Redeveloper shall replenish the Project Funds to the amount of Fifteen Thousand Dollars (\$15,000.00). If the costs incurred by Hoboken exceed the amount of the

Project Funds, Redeveloper agrees to pay such costs in immediately available funds within fifteen (15) days of receipt of written notice from the City.

D. In the event that a Redevelopment Agreement is not executed and this Agreement is terminated, Hoboken shall draw down the Project Funds to pay all invoices for Interim Costs incurred up to the date of termination. Within thirty (30) days from the date of termination the City shall return all remaining Project Funds to Redeveloper. In the event that a Redevelopment Agreement is executed, the Project Funds shall remain deposited with the City to cover any additional Interim Costs incurred by Hoboken and to cover costs incurred by Hoboken in implementing the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. Scope. The Parties have had preliminary discussions regarding the scope of the Project to be covered by the Redevelopment Agreement which is contained in the Proposal prepared by the Redeveloper and attached to this Agreement as Exhibit A. The Parties agree that the description set forth in the Proposal shall provide the basis for negotiation of the Redevelopment Agreement. The parties further agree that the parties are not bound by the terms set forth in the Proposal nor does the Proposal contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement.

**{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed, all as of the date first above written.

**CITY OF HOBOKEN**

Attest:

\_\_\_\_\_

By:

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

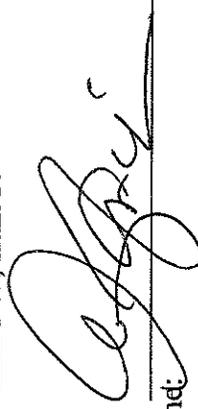
**83 WILLOW, L.L.C.**

Attest:

\_\_\_\_\_

By:

Name:

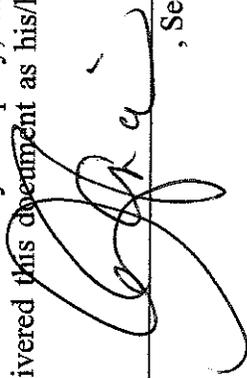
\_\_\_\_\_   
 

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON POCONOIC

I CERTIFY that on September 16, 2010, Alan J. Fischer personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the owner of 83 WILLOW, L.L.C., a New Jersey limited liability company, which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of the said entity.

  
\_\_\_\_\_, Secretary

Signed and sworn to before me  
on 09/16, 2010.

TATYANA FERRI  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 14, 2012



STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on \_\_\_\_\_, 2010, James J. Farina, RMC, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the City of Hoboken, named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper City of Hoboken official who is Dawn Zimmer, Mayor;
- (c) this document was signed and delivered by the City of Hoboken as its voluntary act duly authorized by a proper resolution of the City of Hoboken; and
- (d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
\_\_\_\_\_

Signed and sworn to before me  
on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

# CITY OF HOBOKEN PRE-SUBMISSION FORM

## REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form and submit five (5) copies of this form including full sets of the required attachments to the City of Hoboken Director of Community Development, City Hall, 94 Washington Street, Hoboken, New Jersey 07030. The City retains the right to reject any application for any reason, in its sole discretion. All submissions made to the City shall be the property of the City and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

### I. APPLICANT INFORMATION

Name: 83 Willow, LLC - STEPHEN M. APOLLO, ESQ.  
Address: 318 PINES LAKE DRIVE EAST 405 Lexington Ave 213/104  
WAYNE NJ 07470 Newark, NJ 10174  
Telephone: Stephen Apollo Esq - 201.406.5802 Fax: 206.212.9516  
Email: SAPOLLO18@YOL.COM

### II. PROJECT SITE (If the Project Site consists of more than one property, please provide full descriptions of each property on separate sheets of paper)

Block: 1 Lots: 11, 12, 13, 14  
Block: \_\_\_\_\_ Lots: \_\_\_\_\_  
Block: \_\_\_\_\_ Lots: \_\_\_\_\_

Address: CORNER: NEWARK + Willow

Redevelopment Area: \_\_\_\_\_

Dimensions: 100' wide Area (sq. ft.): 9,350 SQUARE FT.  
DEPTH: 83.5' WILLOW  
103.5' NEWARK

No. of Residential Units: 32

Market Rate: \_\_\_\_\_

Rental: \_\_\_\_\_

Affordable: \_\_\_\_\_

Commercial/Office (sq. ft.) 1,480 SQ FEET RETAIL

Accessory Parking: NONE

Public Parking: NO - see ATTACHMENT

Public Space: \_\_\_\_\_

Amendments required of the Redevelopment Plan: Yes  No

**III. RELATIONSHIP OF THE APPLICANT TO THE PROJECT SITE**

Owner B3 WILLOW, LLC

Contract Purchaser N/A

Other (Please Specify) \_\_\_\_\_

**IV. APPLICANT PROFESSIONALS**

Attorney Name: Stephen M. Apollo Esq.

Address: 405 Lexington Ave 26<sup>th</sup> Floor  
NEW YORK NY 10174

Telephone: O: 212. 900. 2055 Fax: 206. 212. 8516  
C: 201. 406. 5802

Email: SAPOLLO10 @ AOL.COM

Architect Name: DEAN MARCHETTI ARCHITECTS PC.

Address: 1225 Willow Avenue  
HOBOKEN NJ 07030

Telephone: 201. 795. 1505 Fax: 201. 795. 0171

Email: DEAN @ DMARCHETTI  
DMARCHITECT.COM

Engineer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

V. **REQUIRED SUBMISSIONS**

1. Description of Applicant Qualifications
  - a. List of prior experience
  - b. References
  - c. Description of project team members and qualifications
  - d. Demonstration of financial qualifications
2. Description of Project
  - a. Use
  - b. Building number and size
  - c. Parking
  - d. Estimated number of residents and employees
  - e. Public benefits and amenities, such as open space
  - f. Method for addressing any affordable housing requirements
  - g. Proposed method of financing
3. Project Site Survey - Showing spot elevations
4. Architectural Plans and Drawings
  - a. Site Plan
  - b. Elevations
  - c. Location map within Redevelopment Area
5. Proposed Schedule for Construction
6. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore. (Please note that the City's designation of an Applicant as a redeveloper shall not be deemed approval of any amendments to a Redevelopment Plan)

• PRIOR CONDOMINIUM  
CONVERSIONS - ~~160~~ 160 KEN

• New Home construction:

LIVINGSTON  
FLORHAM PARK  
UPPER MONTCLAIR  
WAYNE

LICENSED NEW  
HOME BUILDER  
IN NEW JERSEY

Please See Letter Attachment

STEPHEN M. APOLLO  
ATTORNEY AT LAW

THE CHRYSLER BUILDING  
405 LEXINGTON AVENUE  
26<sup>TH</sup> FLOOR  
NEW YORK, NY 10174

**COPY**

SAPOLLO18@AOL.COM

TEL: 212.980.2055  
CELL: 201.406.5882  
FAX: 206.212.8516

June 7, 2010

Honorable Dawn Zimmer, Mayor  
Honorable Council Members:  
Peter Cunningham  
Carol Marsh  
Ravinder Bhalla  
David Mello  
Theresa Castellano  
Elizabeth Mason  
Michael Russo  
Michael "Mike" Lenz  
Angelo "Nino" Giacchi, Council Members

City of Hoboken  
94 Washington Avenue  
Hoboken, New Jersey 07030

Re: City of Hoboken - Redevelopment  
Block 1, Lots 11, 12, 13, 14 – 83 Willow Ave. LLC

Dear Madam Mayor and Council Members:

Please accept this letter, together with the Bulk Study, Location Map, Key Map and Zoning Data, prepared by Dean Marchetto, as amended August 12, 2009 (the "Drawings") as the request of 83 Willow, LLC (the "Applicant") for a Resolution authorizing an Amendment to the City of Hoboken's Redevelopment Plan for the Public Works Garage, as amended June 18, 2008 (the "Redevelopment Plan") in order that the Applicant's proposal as delineated in the Drawings may be presented to Planning Board for approval.

## OVERVIEW

[References to Sections, set forth below, are those in the Redevelopment Plan]

**Section 2B** addresses the subject property, which consists of Block 1, Lots 11, 12, 13, and 14.

**Section 3C Relationship to the Zoning Code** states that the Property is located in the R-1 District, which includes, among other uses, residential buildings, and retail businesses and services. The R-1 zone permits accessory uses incidental to principal permitted uses. Permitted conditional uses include, among other uses, restaurants and sidewalk cafes.

Unless otherwise indicated, the development standards of the Redevelopment Plan shall supercede the provisions of I-2 and R-1 zoning districts. Where there is a conflict between specific use, bulk or other development provisions of the Redevelopment Plan and the I-2 and R-1 zoning districts, the provisions of the Redevelopment Plan shall apply.

**Section 4C Specific Land Use Provisions (amended May 2008)** Block 1, Lots 11, 12, 13, and 14 – [These] parcels shall be regulated according to the Plan but utilizing the use, bulk, density and parking requirements articulated in the R-1 zoning district. All other applicable standards (such as façade, signage, etc) as set forth in the City of Hoboken Zoning Ordinance, will also apply.

The following variances are required in order to conform to the Redevelopment Plan, in accordance with the City's Zoning Ordinances and/or the Redevelopment Plan.

<u>Required/Permitted</u>	<u>Proposed</u>	<u>Variance Required</u>
2 Retail Businesses on Newark and Willow Block Fronts [N1]	No existing retail 2 proposed retail in City Garage Redevelopment Plan	§ 196-33A
Ground Floor Retail Limit of 1,000 SF Customer Service	1,480 SF	§ 196-33C
Lot Coverage 60% 5610 SF	7,050 SF = 75%	§ 196- 14E (4) (a)
Building Height 3 stories or 40 ft above base flood [N2]	7 stories 75 ft height 80 ft above base flood	§ 196- 14E (6) (a)
Front Yard Dimension Min 5 ft/Max 10 ft	0 ft	§ 196- 14 E (7)(a)[1]
Rear Yard Dimension 30 ft or 30% Depth	0 ft	§ 196- 14 E (7)(a)[2]
Density 12 units	32 units	§ 196- 14 E (8)(a)[1] § 196- 14 E (8)(a)[2] § 196- 14 E (8)(c)[3]
Parking 0 [N3]	32 Spaces to be provided In off-site parking garage	
Roof Coverage 10%	17%	
Façade Ordinance Masonry/Non-Masonry 75% min/25% max	Willow Ave. 60%/40% Newark St. 80%/20%	§ 14 G (1)(c)[a][b]

## DISCUSSION

While it is clear that the use, bulk, density and parking requirements, and all other applicable standards (such as façade, signage, etc.) of the Zoning Ordinance apply to the subject Property, the Redevelopment Plan respecting Block 1, Lot 1, the Municipal Garage Site, supercedes many of the standards contained in the Zoning Ordinance.

Inasmuch as the two sites are contiguous, both front on Willow Avenue, and are part of the Redevelopment Plan, the changes in standards for Lot 1 should be considered with respect to the proposed plans for the subject property; they do not diminish the salient purposes of the Plan, and are consistent with the Redevelopment Plan – both in concept and its cohesive implementation. Among other objectives pursuant to **Section 4B Specific Land Use and Development Goals**, is to

Encourage creative design and architecture, particularly a pedestrian-friendly and visually interesting street-level presence through ground-floor treatments, architectural detail, and ground-floor entrances.

**N1 Retail Businesses** While Zoning Ordinance § 196-33A requires that there be two (2) existing retail businesses on the Newark and Willow Block fronts, it is anticipated that there will be two (2) such retail businesses as proposed in the City Garage Redevelopment Plan. Specifically, **Section 4 B - Specific Land Use & Development Goals** and **Section 4C - Specific Land Use Provisions** set forth the goals of replacing the Municipal Public Works Garage Facility (Lot 1) with **a)** a high quality residential development of up to 240 multifamily units, and **b)** along Observer Highway and Willow and Park Avenue, allowing up to 15,000 square feet of ground floor retail, community services, artists' studios and certain other uses, to provide convenient shopping and services to the surrounding community.

The R-1 Zone allows retail businesses. The Applicant proposes one (1) ground floor retail space with 1,480 square feet of customer service. While two (2) retail businesses required by Zoning Ordinance § 196-33A do not exist, pursuant to the Bulk Standards criteria for Lot 1, it is realistically anticipated that there will be two (2) such retail businesses in Block 1, Lot 1 (the Municipal Garage) fronting on Willow Avenue.

With respect to the permissible maximum square footage for customer service, the applicant seeks 1,480 square feet located on the ground floor - 480 square feet (48%) more than the permissible 1,000 square feet set forth in Zoning Ordinance § 196-33C.

The location of the proposed retail space does not add to the footprint of the building; and the location and access are buffered on the westerly side by the public space. The Newark Avenue side is approximately ten (10) feet from the property line, and has two (2) means of access. The increased ground floor retail space is consistent with the bulk standards for Lot 1, which is contiguous to the subject property.

In light of the public space proposed in the front of the Property, the additional ground floor customer service area will serve to foster a sense of community consistent with the purposes of the Redevelopment Plan, by increasing the economic base of the Redevelopment Area.

**Lot Coverage** The area of the lot is 9,350 square feet. Pursuant to Zoning Ordinance § 196- 14E (4) (a), the maximum permissible square footage of the building would be 60%, or 5,610 square feet, compared with the proposed 7,050 square feet, an increase of 1,440 square feet, or 25%.

One factor to be taken into consideration is the fact that the proposed retail space does not increase the lot coverage. In addition, with the existence of the public area in front of the building, there is maximal and optimal usage of the property. The overall plan is certainly an example of "...creative design and architecture, ... which creates a "...pedestrian-friendly and visually interesting street-level presence through ground-floor treatments, architectural detail, and ground-floor entrances."

**N2 Building Height** While Zoning Ordinance § 196- 14E (6) (a) allows a building height maximum of three (3) stories or 40 ft above base flood, the proposed building height of seven (7) stories, 75 feet high, and eighty (80) feet above base flood, is designed to meet the permitted height of the Redevelopment Plan for the Public Works Garage in Block 1, Lot 1, which allows a maximum total height of twelve (12) stories and 127 feet at the southernmost portion of the redevelopment area, located between 0 and 100 feet from the property line bordering Observer Highway; and a maximum total height of eight (8) stories and 87 feet at the northernmost portion of the Redevelopment Area, located between 100 and 325 feet from the property line bordering Observer Highway.

Stephen M. Apollo  
Attorney at Law  
Page 6

Significantly, the northernmost portion of the Property (the boundary line of Lot 11) closest to Observer Highway is approximately one (1) foot more than the 325-foot criterion with respect to maximum building height.

The Redevelopment Plan clearly evidences a design plan for the entire Redevelopment Area with gradually decreasing heights, from a maximum of 12 stories (127 feet) closest to Observer highway to eight (8) stories (87 feet) at the location adjacent to the Property (i. e. the property line of Lot 11) closest to Observer Highway).

The Redevelopment Plan unequivocally supersedes the Zoning Ordinance maximum height limitations (Zoning Ordinance § 196- 14E (6) (a)) and manifests an intention to have buildings far in excess of the Zoning Ordinance maximum of three (3) stories. By extension, applicant's plan is consistent with the criteria for Lot 1 – both in design concept and aesthetically.

**Front Yard Dimension** While the Zoning Ordinance Front Yard Dimension § 196- 14 E (7)(a)[1] states a minimum of 5 feet and a maximum of 10 feet, the Redevelopment Plan for Lot 1 has street-facing setbacks as follows:

Along Willow and Park Avenues, the first level shall be set back between three (3) feet and seven (7) feet from the street in order to create a landscaped area; levels 2 through 5 have a 0 to 10 foot stepback from Willow Avenue.

The proposed 0 foot setback does not in any way detract from the goal of creating a landscaped area, by virtue of the proposed public access space in front of the proposed building, with landscaped areas as set forth in the drawings. Moreover, it would be in harmony with the setback requirements along Willow in Lot 1.

**Rear Yard Dimension:** The Zoning Ordinance requires 30 feet or 30% depth, whichever is less. The sole reason for the zero (0) foot rear yard setback is the creation of the public access area in front of the building, resulting in the lack of a courtyard area in the rear of the property. In other words the setback space in the rear of the building has been substituted by the public access space in the front of the building. The Redevelopment Plan Rear Setbacks for Lot 1 requires no minimum rear setback at all levels bordering Lot 16, and permits a zero (0) lot line setback, which would, of course, be consistent with the applicant's proposal.

Stephen M. Apollo  
Attorney at Law  
Page 7

It also permits a zero (0) rear setback at the first level along the line near Lot 17, as well as zero (0) rear lot line setback along the boundaries with Lots 18, 19 and 20.

**Density** - Number of Units in the proposed building – As set forth in the drawings, applicant will be seeking a total of thirty-two (32) residential dwelling units. While that is more than the Zoning Ordinance maximum of 12 units utilizing the formulas set forth in Zoning Ordinance §§ 196- 14 E (8)(a)[1], (8)(a)[2] and (8)(c)[3], the Redevelopment Plan unequivocally supersedes that maximum number of allowable units in **Section 4C Yield** for Lot 1, i.e. 240 units. Particularly in light of the public access area in front, allowing thirty-two (32) units on seven (&) stories) is certainly consistent with the density criteria for Lot 1.

**N3 Parking Redevelopment Plan Residential Parking Ratios** Applicant is not seeking any on-site parking; and proposes to provide for 32 parking spaces in the approved parking garage on Block 2, Lot 7, or alternatively, at the existing Central Parking private lot at 77 Park Avenue, which has a total of 679 spaces. Applicant has been informed by Central Parking that there are presently a minimum of 100 monthly spaces available, and that provisions will be made not only for 32 spaces (one per unit) in the proposed residential building, but also for Jefferson Trust residents and nine (9) spaces for existing retail businesses.

The applicant will comply with all of the requirements set forth in the November 8, 2007 Consent order and the May 2008 Amended Consent Order (copies attached) in litigation entitled Jefferson Trust Condominium Association, Inc. v. City of Hoboken Zoning Board of Adjustment, 307 Newark Street, LLC., and Alan Fischer, Superior Court of New Jersey, Law Division, Hudson County, Docket No. HUD-L-437807, ordering, among other things, that it shall give notice of all hearings and copies of all applications and plans submitted in support of said applications to Jefferson Trust Condominium Association Plaintiff by certified mail, to Douglas Metzger at Julip Property Management and Jennifer Alexander, Esq. at Griffin, Griffin & Alexander, P.C.

The May 2008 Amended Consent Order in the foregoing litigation provides:

8. This order and Agreement shall be and is hereby binding upon the parties' successors and assigns and shall run with the land.

and orders the following parking requirements to be provided by applicant

§ 3. Interim parking for the residents fo Jefferson Trust Condominium for that period of time they are displaced from the parking lot on which the parking facility is to be constructed at 307 Newark street; -

a minimum of 17 standard size parking spaces at Central Parking at \$ 185.00 per month;

a minimum of 33 standard size parking spaces without valet at 81 Willow Avenue at \$185.00 per month

the remaining spaces, if any, up to 100 spaces to be provided for Jefferson Trust residents, as close as possible to Jefferson Trust Condominium at \$185.00 per month

- § 4. Once the Parking Facility is constructed, assign specific standard size parking spaces to those residents fo Jefferson Trust Condominium who wish to use the parking Facility on a monthly rental basis, and will have the first opportunity to enter into standard rental agreements for the the right to exclusive use fo a standard size parking space.

Jefferson Trust Condominium residents shall be entitled to lease spaces set for parking at Municipal Lot D in Hoboken (subject to the 100 car limit) at the then current rates for Hoboken residents; 307 Newark Street, LLC and 83 Willow LLC shall make available up to 100 standard size spaces for that purpose.

- § 5. Details of notices and sign - up are omitted, and are incorporated by reference as specified in the Amended Consent Order.

**Roof Coverage** The total roof coverage, comprised of residential mechanicals, common area mechanicals, commercial mechanicals, elevator bulkhead, egress stair and parapet, total 863 square feet, or seventeen (17%) per cent of the roof coverage, seven per cent (7%) or approximately five hundred (500) square feet more than the ten per cent (10%) allowed in the Zoning Ordinance.

**Façade Coverage** There does appear to be any specific requirements/standards set forth in the Redevelopment Plan. The Façade Ordinance requirements are masonry/non-masonry – 75% (minimum)/ 25 % (maximum) while the building design has 60%/40% masonry-non-masonry on Willow Ave. and 80%/20% on Newark Street (Plans page 8A). The net façade area on Newark Street is 483 square feet (1,575 total façade area less 1,092 fenestration) and net façade area of 1,862 square feet on Willow Avenue (3,908 total façade area less 2,046 square feet of fenestration). The Newark Street net façade area is relatively minimal (483 square feet); while on Willow Avenue the difference between the required 75% minimum masonry required (1,397 square feet) and the proposed 60% (1,122 square feet) is 275 square feet. The differential is minimal, and relaxing this standard is in keeping with the total design of the building and its configuration on the property, with the public area in front.

It is respectfully submitted that the required variances be expanded as necessary in an Amendment to the Redevelopment Plan in the following instances in order that a viable residential building be permitted with appropriate and necessary expansions of the limits.

All calculations and increases in permitted square footage calculations will be discussed by Dean Marchetto, the architect who prepared the Plans.

It is respectfully submitted that these increased square foot calculations are in no way inconsistent with the spirit of the permitted requirements and amending the Redevelopment Plan as requested will not have any negative impact upon the Plan, but rather, will enhance it, and serve to implement the worthy objectives and goals of the Redevelopment Plan, while enhancing the aesthetics of the surrounding area, while helping to achieve the goals of the Plan.

Moreover, the configuration of the building, including retail space on the ground floor and most significantly, the open public space, in front of the building at the intersection of Willow Avenue and Newark Street, to be owned and maintained by the Applicant, and for use by the general public, is consistent with the Redevelopment Plan Goals and Objectives, to provide for appropriate land uses that will eliminate blight, promote economic development and growth opportunity and serve the needs of the community.

Stephen M. Apollo  
Attorney at Law  
Page 10

The existence of the public space in front of the building will enable free access to an open space, in close proximity of the proposed retail space on the ground floor of the building. In turn, the public space will have a positive effect on economic growth and justifies the increased ground floor area of 1,480 square feet, rather than the limit of 1,000 square feet, in accordance with Zoning Ordinance § 196-33 C (an increase of 48%). The increased retail space will help make up for the lack of retail business presently existing on the Newark and Willow block frontage, and justifies the retail business requirement to be met by the intended retail business space in the Public Works Garage along Observer Highway and Willow Avenue (see N1 above).

It is our hope that the Governing Body of the City of Hoboken will entertain this application at its earliest possibility toward the end of Applicant's moving forward before the Planning Board and such other approving agencies so that it may effectuate its Plan within the guidelines and spirit of Hoboken's Redevelopment Plan.

Respectfully submitted,



Stephen M. Apollo

Cc: City Clerk James Farina  
Michael Kates, Esq., Corporation Counsel  
Brandy Forbes, Director, Community Development  
Paul A. Phillips Phillips Preiss Shapiro Associates, Inc.  
Elizabeth Vandor  
Eileen F. Banyra  
Gordon Litwin, Esq.  
Kathy Depalma, Secretary, Planning Board  
Douglas Metzger Julip Property Management CMRRR  
Jennifer Alexander, Esq. CMRRR

All with Enclosures

FILED

NOV 08 2007

GRIFFIN, GRIFFIN & ALEXANDER, P.C.  
Attorneys at Law  
415 Route 10, Suites 6-8  
Randolph, New Jersey 07869  
973-366-1188; fax (973) 366-4848  
Attorneys for Plaintiff

JOHN A. DEBUNNEN, ESQ.

	:	SUPERIOR COURT OF NEW JERSEY
JEFFERSON TRUST CONDOMINIUM	:	LAW DIVISION
ASSOCIATION, INC.,	:	
a not-for-profit corporation	:	HUDSON COUNTY
	:	
Plaintiff,	:	
	:	DOCKET NO. HUD-L- 437807
	:	
v.	:	Civil Action
	:	
CITY OF HOBOKEN ZONING	:	
BOARD OF ADJUSTMENT,	:	CONSENT ORDER
CITY OF HOBOKEN,	:	
307 NEWARK STREET, LLC., and	:	
ALAN FISCHER	:	
Defendants.	:	

This matter having been opened to the Court on application of Griffin, Griffin & Alexander, Robert C. Griffin, Esq. appearing, for an Order to Show Cause; and Frank Marciano, Esq. appearing on behalf of Defendants, 307 Newark Street, LLC, and Alan Fischer, and Kaufman, Bern & Deutsch, LLP, Douglas M. Bern, Esq. appearing on behalf of the Hoboken Zoning Board of Adjustment, and Steven W. Kleinman, Esq. Corporate Counsel, appearing on behalf of the City of Hoboken; and the Court having considered the briefs and affidavits submitted and the arguments of counsel, and counsel for the parties having consented to the relief specified herein;

IT IS ON THIS 8<sup>th</sup> DAY OF Nov. ~~OCTOBER~~, 2007, ORDERED:

①

1. The Plaintiff's application for an Order to Show Cause, seeking temporary restraints is withdrawn, without prejudice.
2. The Action in Lieu of Prerogative Writ shall be placed on the inactive list until April 1, 2008. The Parties shall not be required to Answer the Complaint until 35 days following restoration of the matter to the active list.
3. 307 Newark Street, LLC agrees to immediately apply to the Redevelopment Commission of the City of Hoboken, the Planning Board, the Zoning Board, or other appropriate agency(ies) to construct the building it plans to construct at 81 Willow Avenue and 261 Newark Street, also known as Block 1, Lots 11, 12, 13 and 14 on the tax maps of the City of Hoboken.
4. 307 Newark Street, LLC shall give notice of each hearing, and copies of all applications and plans submitted in support of said applications to Plaintiff by certified mail, to:

Douglas Metzger  
Julip Property Management  
1821 Merrick Avenue  
P.O. Box 68  
Merrick, New York 11566

Jennifer Alexander, Esq.  
Griffin, Griffin & Alexander, P.C.  
415 Route 10, Suites 6-8  
Randolph, New Jersey 07869

5. The Plaintiff shall have the right at the hearing to appear and discuss issues with respect to the parking on both applications, as per the terms and conditions of the Agreement dated December 4, 1984 in the Hudson County Clerk's Office on Deed Book 3435, Page 229-230, including but not limited to the application passed by resolution by the Hoboken Zoning Board of Adjustment Board on August 21, 2007.

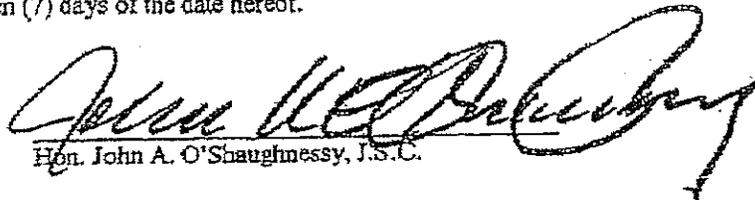
6. 307 Newark Street, LLC agrees not to apply for buildings permits for the property at 307 Newark Street, Block 2.1, Lots 7 and 8 until the application for 81 Willow Avenue and 261 Newark Street, Block 1, Lots 11, 12, 13 and 14 shall have been approved.

7. Based upon the language in the Agreement dated December 4, 1984 in the Hudson County Clerk's Office on Deed Book 3435, Page 229-230, which states that the Agreement shall not preclude the parties from

" . . . applying to the Hoboken Planning Board for a release from or modification of the within Agreement if an alternative parking proposal for the premises known as 300-306 Newark Street, Hoboken, New Jersey meeting the parking requirements of the zoning ordinance of the City of Hoboken is submitted by Jefferson Trust Renaissance Associates and approved by the Board."

it is not necessary for the Plaintiff to pass an amendment to its Master Deed in which 2/3 vote of the membership of the Association would be required along with 100% approval of the institutional lien holders as the Applicant is still meeting the parking requirements of the zoning ordinance of the City of Hoboken in its application, and as such will not be substantially affecting the terms and conditions of the agreement.

**AND IT IS FURTHER ORDERED:** that a copy of this order shall be served upon the Defendants with seven (7) days of the date hereof.

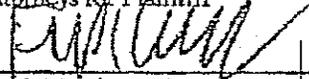
  
Hon. John A. O'Shaughnessy, J.S.C.

I hereby agree to the form and entry

of the within Order.



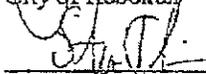
Robert C. Griffin, Esq.  
Griffin, Griffin & Alexander, P.C.  
Attorneys for Plaintiff



Frank Marciano, Esq.  
Attorney for Defendants,  
307 Newark Street, LLC, and  
Alan Fischer



Douglas M. Bern, Esq.  
Kaufman, Bern & Deutch, LLP  
Attorneys for the Zoning Board of Adjustment  
City of Hoboken



Steven W. Kleinman, Esq.  
Corporate Counsel  
City of Hoboken

Jefferson Renaissance 309 Newark Street Brief Prerogative Writ Consent Order re Order to Show Cause



**GRIFFIN, GRIFFIN & ALEXANDER, P.C.**

Attorneys at Law  
415 Route 10, Suites 6-8  
Randolph, New Jersey 07869  
973-366-1188; fax (973) 366-4848  
Attorneys for Plaintiff

		: SUPERIOR COURT OF NEW
		: JERSEY
JEFFERSON TRUST CONDOMINIUM	:	LAW DIVISION
ASSOCIATION, INC.,	:	
a not-for-profit corporation	:	HUDSON COUNTY
	:	
Plaintiff,	:	
	:	: DOCKET NO.: HUD-L-437807
	:	
v.	:	Civil Action
	:	
CITY OF HOBOKEN ZONING	:	
BOARD OF ADJUSTMENT,	:	AMENDED CONSENT ORDER
CITY OF HOBOKEN,	:	
307 NEWARK STREET, LLC., and	:	
ALAN FISCHER	:	
Defendants.	:	
	:	

This matter having been previously settled by virtue of a Consent Order dated November 8, 2007, attached hereto, and the parties having agreed to amend the Consent Order and counsel for the parties have consented to the modifications of the initial Consent Order:

IT IS ON THIS \_\_\_\_ DAY OF MAY, 2008, ORDERED:

1. Unless expressly modified by the Amended Consent Order, the terms of the Original Consent Order shall be binding on the parties
2. The Defendant, 307 Newark Street, LLC, shall within 3 days hereof submit the architectural plans of Dean Marchetto, dated June 27, 2007 for 81 Willow Avenue / 261 Newark Street Block 1 Lots 11, 12, 13, & 14, to the Hoboken

Redevelopment Authority to initiate the approval process for the residential condominium project proposed on this site. A copy of this submission shall be sent simultaneously to counsel for the Jefferson Trust Condominium Association, Inc. Copies of all subsequent correspondence and all amendments to the site or architectural plans shall likewise be sent to counsel for the Jefferson Trust Condominium Association, Inc. Counsel for the Jefferson Trust Condominium Association, Inc., shall be notified of and invited to attend any hearing of any public body at which an approval or modification of the redevelopment plan is sought.

3. 307 Newark Street, LLC and 83 Willow, LLC will provide interim parking for the residents of the Jefferson Trust Condominium for the period of time that they are displaced from the parking lot on which the Parking Facility to be constructed at 307 Newark Street. 307 Newark Street, LLC and 83 Willow, LLC jointly and severally will provide a minimum of 17 standard size spaces at Central Parking Systems at \$185.00 per month. 307 Newark Street, LLC and 83 Willow, LLC jointly and severally will provide a minimum of 33 standard size parking spaces without valet parking at 81 Willow Avenue at \$185.00 per month. The remaining spaces, if any, up to the 100 spaces to be provided for Jefferson Trust residents, will be provided at locations as close as possible to the Jefferson Trust Condominium Association at \$185.00 per month.
4. Once the Parking Facility is constructed, 307 Newark Street, LLC, will assign specific standard size parking spaces to those residents of the Jefferson Trust

Condominium that wish to use the Parking Facility on a monthly rental basis.

The spaces will initially be located starting from the midpoint (defined as midway between the farthest space from the elevator on the top floor and the closest to the elevator on the bottom floor) of the garage and then proceeding space by space in both directions, upward and downwards. Once the Parking

Facility is constructed) residents at the Jefferson Trust Condominium

Association shall have the first opportunity to enter into standard rental agreements at the new Parking Facility for the right to exclusive use of a

standard size parking space. Residents of the Jefferson Trust Condominium

shall be entitled to lease spaces at the rates set for parking at Municipal Lot D in Hoboken (subject to the 100 car limit), as those rates at that facility may be

amended from time to time as the Municipal Lot D rates in Hoboken are

amended for Hoboken residents. 307 Newark Street, LLC and 83 Willow,

LLC shall make available up to 100 standard size spaces for that purpose.

Copies of executed standard rental agreements by Jefferson Trust

Condominium Residents shall be provided to Jefferson Trust Property

Manager, or such person as the Association may designate in writing, within 7

days of execution. The Jefferson Trust Property Manager, or such person as

the Association may designate, shall be notified by 307 Newark Street, LLC

and 83 Willow, LLC within 7 days of the termination of any rental agreement

pertaining to a Jefferson Trust Resident.

5. Following the initial sign-up period, if a Jefferson Trust Condominium resident seeks to obtain a parking space at the new parking facility and a

parking space is not readily available, a request for a parking space shall be submitted by the Property Manager or such other person as the Association may direct, in writing, and 307 Newark Street, LLC and 83 Willow, LLC shall be required to immediately send a notice to a current parking space monthly occupant, who is not a Jefferson Trust Condominium resident, terminating a parking space occupancy upon 30 days notice, and assigning said space to the Jefferson Trust Condominium resident requesting a parking space. 307 Newark Street, LLC and 83 Willow, LLC shall use their best efforts to remove any car from the Parking Facility whose lease was terminated pursuant to this section. In the event that a Jefferson Trust Condominium resident moves, that resident may, upon 30 days notice to 307 Newark Street, LLC and 83 Willow, LLC, through its designee, assign the parking space(s) to the new resident(s) of that unit. 307 Newark Street, LLC and 83 Willow, LLC shall provide a standard lease for the new resident(s), to be signed at the closing of title to the unit. Failure of the new resident(s) to sign the new lease, shall result in a termination of the existing lease, at the time of closing. There shall be no waiting list for residents of the Jefferson Trust Condominium. The Jefferson Trust Condominium Association shall make all arrangements with and address any problems or issues to: Frank Marciano, Esq. 86 Hudson Street, Hoboken, New Jersey 07030, or such other person or contact as 307 Newark Street, LLC or 83 Willow, LLC may, in writing, direct, from time to time.

6. Paragraph #6 of the original Consent Order is specifically modified so that 307 Newark Street, LLC its successors or assigns, may apply for a building permit immediately upon the formalization of this Amended Consent Order and begin construction. Accordingly, the issuance of the building permit, the construction of the Parking Facility and the issuance of a Certificate of Occupancy shall not be contingent upon the issuance of any permits or approvals for 81 Willow Avenue and 261 Newark Street Block 1 Lots 11, 12, 13 & 14.
7. This Order shall constitute the final Order with respect to all matters in the lawsuit. The Complaint shall be and is hereby dismissed with prejudice, and without costs to any party.
8. This Order and Agreement shall be and is hereby binding upon the parties' successors and assigns and shall run with the land.

AND IT IS FURTHER ORDERED: that a copy of this order shall be served upon the all counsel within seven (7) days of the date hereof.

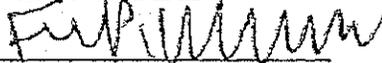
Hon. John A. O'Shaughnessy, J.S.C.

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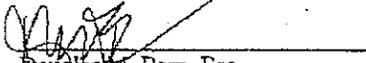
I hereby agree to the form and entry  
of the within Order.



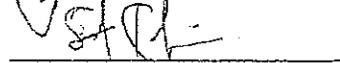
Robert C. Griffin, Esq.  
Griffin, Griffin & Alexander, P.C.  
Attorneys for Plaintiff



Frank Marciano, Esq.  
Attorney for Defendants, 307 Newark  
Street, LLC and Alan Fischer



Douglas M. Bern, Esq.  
Kaufman, Bern & Deutch, LLP  
Attorneys for the Zoning Board of Adjustment  
City of Hoboken



Steven W. Kleinman, Esq.  
Corporate Counsel  
City of Hoboken

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

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

RESOLUTION NO. \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION APPOINTING MARK A. TABAKIN AS  
CORPORATION COUNSEL**

**WHEREAS**, the Code for the City of Hoboken establishes the Office of Corporation Counsel, pursuant to the Code of the city of Hoboken, § 54-32 *et seq.*; and

**WHEREAS**, Mayor Dawn Zimmer hereby appoints Mark A. Tabakin, Esq. Corporation Counsel, pursuant to N.J.S.A. 40A:9-139 and Code of the City of Hoboken, § 54-32 *et seq.*, effective October 6, 2010; and

**WHEREAS**, funds are available for this purpose upon adoption and passage of the TY 2010 municipal budget.

**NOW, THEREFORE, BE IT AND HEREBY RESOLVED** that the Council of the City of Hoboken hereby concurs in the appointment of Mark A. Tabakin, Esq. to the Office of Corporation Counsel, pursuant to N.J.S.A. 40A:9-139 and the Code of the City of Hoboken, § 54-32 *et seq.*, and

**BE IT FURTHER RESOLVED**, that Mark A. Tabakin, Esq. is to be compensated pursuant to the terms of the "Agreement to Provide Legal Services" dated October 6, 2010 at a cost not to exceed: (1) One Hundred and Three Thousand Five Hundred (\$103,500.00) dollars for services as Corporation Counsel; (2) Two Hundred Thousand (\$200,000.00) Dollars for litigation as assigned per the contract; and (3) Ten Thousand (\$10,000.00) Dollars to file only an Answer and Counterclaim in the matter of SHG Urban Renewal Association v. The City of Hoboken, Docket No. HUD-L-4492-10 (contract attached hereto).

Reviewed by:

Approved as to form:

\_\_\_\_\_  
Arch Liston, Business Administrator

\_\_\_\_\_  
Mark A. Tabakin, Interim Corporation Counsel

**Date of Meeting: October 6, 2010**

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

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

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

**RESOLUTION AUTHORIZING A CONTRACT WITH MCMANIMON & SCOTLAND, LLC TO SERVE AS SPECIAL COUNSEL FOR LITIGATION OF THE WILLOW VIEW URBAN RENEWAL ASSOCIATES, LLC ET ALS V. CITY OF HOBOKEN (DOCKET NO. HUD-L-5067-10) AND 100 PATERSON REALTY LLC V. CITY OF HOBOKEN (DOCKET NO. HUD-L-2981-10)**

**WHEREAS**, the City of Hoboken faces extremely pressing deadlines relating to the above referenced cases which creates an urgent need for legal representation of the matter; and,

**WHEREAS**, the above referenced litigations will require the skilled expertise of experienced attorneys to represent the City of Hoboken's interests; and,

**WHEREAS**, the firm of Mcmanimon & Scotland, LLC is widely recognized for its expertise in the area of New Jersey Local Redevelopment and Housing Law and PILOT agreements, as well as general litigation, and the attorneys at the firm have intensive backgrounds in these areas which will provide specialized knowledge to effectively represent all of the City's interests relating to the above referenced litigation; and,

**WHEREAS**, this special expertise and knowledge, as well as the emergent need for expert legal representation, provide 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**, Mcmanimon & Scotland, LLC is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and,

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

**WHEREAS**, funds will be available for this purpose after adoption of the TY 2010 budget.

**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 Fifty Thousand (\$50,000.00) Dollars with the firm of Mcmanimon & Scotland, LLC, to serve as Special Counsel for litigation of Docket No. HUD-L-5067-10 for the City of Hoboken and Docket No. HUD-L-2981-10; and,

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

**BE IT FURTHER RESOLVED** that this contract shall commence immediately and expire on December 31, 2010, which term shall be renewable upon necessity subject to availability of funds and approval of the term extension by the City Counsel, pursuant to N.J.S.A. 40A:11-1 et seq.; and

**BE IT FURTHER RESOLVED** that the City Counsel specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), is waived for the following reasons: (1) failure to appoint legal counsel to this litigation immediately will jeopardize the City's legal position and result in failure to maintain the litigation schedule set by the New Jersey Rules of Court; and, (2) the firm of Mcmanimon & Scotland, LLC offers the City special expertise and substantive knowledge relating to the legal issues underlying the above referenced litigation; and

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

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

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

**Meeting Date: October 6, 2010**

**Approved:**

**Approved as to Form:**

---

**Arch Liston**  
**Business Administrator**

---

**Mark A. Tabakin**  
**Corporation Counsel**

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$75,000.00 is available in the following appropriations:

These funds, the amount within the introduced TY 2010 budget, are sufficient to meet the contractual commitment providing for:

**SPECIAL COUNSEL FOR LITIGATION OF THE SHG HOBOKEN URBAN RENEWAL ASSOCIATES, LLC V. CITY OF HOBOKEN (DOCKET NO. HUD-L-4492-10)**

For payment to be submitted to the following contractor:

Weiner Lesniak, LLC  
629 Parsippany Road  
PO Box 438  
Parsippany, NJ 07054

I further certify that, subject to adoption of the TY 2010 budget, this commitment together with all previously made commitments do not exceed the appropriation balance available for this purpose.

\_\_\_\_\_  
Chief Financial Officer

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

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

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

**RESOLUTION AUTHORIZING A CONTRACT WITH WEINER  
LESNIAK, LLP FOR THE SERVICES OF MARK A. TABAKIN, ESQ.  
AS SPECIAL COUNSEL FOR LITIGATION OF THE SHG  
HOBOKEN URBAN RENEWAL ASSOCIATES, LLC V. CITY OF  
HOBOKEN (DOCKET NO. HUD-L-4492-10)**

**WHEREAS**, the City of Hoboken faces extremely pressing deadlines relating to the above referenced case which creates an urgent need for legal representation of the matter; and,

**WHEREAS**, the above referenced litigation will require the skilled expertise of experienced attorneys to represent the City of Hoboken's interests; and,

**WHEREAS**, the firm of Weiner Lesniak, LLP is widely recognized for its expertise in the area of New Jersey municipal law as well as general contract litigation, and the attorneys at the firm have various backgrounds which will provide specialized knowledge to effectively represent all of the City's interests relating to the above referenced litigation; and,

**WHEREAS**, Mark A. Tabakin, Esq. offers special expertise in representing New Jersey public agencies with complex legal issues; and

**WHEREAS**, this special expertise and knowledge, as well as the emergent need for expert legal representation, provide 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**, Weiner Lesniak, LLP is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and,

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

**WHEREAS**, funds will be available for this purpose after adoption of the TY 2010 budget.

**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 Ten Thousand (\$10,000.00) Dollars with the firm of Weiner Lesniak, LLP, with Mark A. Tabakin, Esq. as lead attorney, to serve as Special Counsel for litigation of Docket No. HUD-L-4492-10 for the City of Hoboken; and,

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

**BE IT FURTHER RESOLVED** that this contract shall commence immediately and expire on December 31, 2010, which term shall be renewable upon necessity subject to availability of funds and approval of the term extension by the City Counsel, pursuant to N.J.S.A. 40A:11-1 et seq.; and

**BE IT FURTHER RESOLVED** that the City Counsel specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), is waived for the following reasons: (1) failure to appoint legal counsel to this litigation immediately will jeopardize the City's legal position and result in failure to maintain the litigation schedule set by the New Jersey Rules of Court; and, (2) the firm of Weiner Lesniak, LLP offers the City special expertise and substantive knowledge relating to the legal issues underlying the above referenced litigation; and

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

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

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

**Meeting Date: October 6, 2010**

**Approved:**

**Approved as to Form:**

---

**Arch Liston**  
**Business Administrator**

---

**Mark A. Tabakin**  
**Corporation Counsel**

\_\_\_\_\_  
**Chief Financial Officer**

**Date:** \_\_\_\_\_

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriations:

These funds, the amount within the introduced TY 2010 budget, are sufficient to meet the contractual commitment providing for:

**SPECIAL COUNSEL FOR LITIGATION OF THE SHG HOBOKEN URBAN RENEWAL ASSOCIATES, LLC V. CITY OF HOBOKEN (DOCKET NO. HUD-L-4492-10)**

For payment to be submitted to the following contractor:

Weiner Lesniak, LLP  
629 Parsippany Road  
PO Box 438  
Parsippany, NJ 07054

I further certify that, subject to adoption of the TY 2010 budget, this commitment together with all previously made commitments do not exceed the appropriation balance available for this purpose.

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

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

**City of Hoboken**

**Resolution No. \_\_\_\_\_**

**RESOLVED, that filed minutes for the Hoboken City Council regular meetings of May 5, May 10 (Special Meeting) and May 19, 2010, June 2, June 13 (Special Meeting) June 16, June 22, (Special Meeting) have been reviewed and approved as to legal form and content.**

\_\_\_\_\_  
**Approved as to form:**

**Meeting Date: September 15, 2010**