



MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Hoboken Library Board

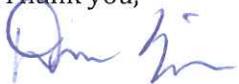
Mr. Farina,

In place of Mairead Patterson, who has resigned from the Hoboken Library Board as of November 10th, 2011, I have appointed the following applicant:

Alan Krantz

Please administer the oath of office and update your records accordingly.

Thank you,


Mayor Dawn Zimmer

RECEIVED
2011 DEC 14 AM 11:33
CITY CLERK
HOBOKEN, NJ 07030

Tax Assessor's Office

Memo

To: Alysia Smickley, Assistant Corporation Counsel
From: William Earle, Assistant Tax Assessor 
CC: Arch Liston , Business Administrator
Date: December 16, 2011
Re: Refunds

Please consider this memo to accompany the current resolution for refunds. Be advised that whenever an individual refund on a property is in excess of \$50,000 in a given year, the Office of the Assessor extends the courtesy of informing the City Council of such. Feel free to contact our office with any questions.

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
DECEMBER 21, 2011**

TAXI, LIVERY, AND LIMOUSINE DRIVERS 2 ITEMS
(SEE ATTACHED)

PARKING FACILITIES 5 ITEMS

CRYSTAL BRIDGE LIMITED (\$300.00)	FACILITY AT
PO BOX 6039	216 GRAND ST
HOBOKEN, NJ	
CRYSTAL BRIDGE LIMITED (\$300.00)	FACILITY AT
PO BOX 6039	502-508 MADISON ST
HOBOKEN, NJ	
RITE PARK LLC (\$300.00)	FACILITY AT
21 BURNHAM CT	720 MONROE ST
SCOTCH PLAINS, NJ	
JDA HOBOKEN BUSINESS CENTER (\$300.00)	FACILITY AT
50 HARRISON ST	50 HARRISON ST
HOBOKEN, NJ 078030	
POGGI REALTY	(\$300.00) FACILITY AT
1501 ADAMS ST	1501 – 1531 ADAMS ST
HOBOKEN, NJ 07030	

RAFFLES**7 ITEMS**

STS. PETER AND PAUL CHURCH (1 DRAW \$20) RA1381
404 HUDSON ST.
HOBOKEN, NJ 07030

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1382
636 BLOOMFIELD ST HELD AT
HOBOKEN, NJ 606 HUDSON ST

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1383
713 BLOOMFIELD ST HELD AT
HOBOKEN, NJ 421 JEFFERSON

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1384
713 WASHINGTON ST HELD AT
HOBOKEN, NJ 218 JACKSON ST

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1385
713 WASHINGTON ST HELD AT
HOBOKEN, NJ 914 BLOOMFIELD

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1386
713 WASHINGTON ST HELD AT
HOBOKEN, NJ 84 MADISON ST

THE FRIENDS OF HOBOKEN CHARTER SCHOOL INC RA1387
713 WASHINGTON ST HELD AT
HOBOKEN, NJ 1201 HUDSON ST

MECHANICAL AMUSEMENT DEVICES**1 ITEM**

REDBOX AUTOMATED RETAIL, LLC 1 VENDING MACHINE

900 MADISON STREET
HOBOKEN NJ 07030

MISCELLANEOUS LICENSES

DRIVERS

(2 ITEMS @ \$75.00)

EDUARDO GUZMAN
PEDRO CRESPO

47 ELM STREET, JERSEY CITY, NJ
1005 PALISADE AVE, UNION CITY, NJ

TAXI
LIMO

2 DRIVERS

APPROVED LICENSES

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF NOVEMBER 2011													
			13,363,925.31		13,351,313.22								
DATE	Total	Interest	2011 1&2 Qtr. Taxes	2011 3&4 Qtrs. Taxes	2011 Added Assessments	2012 Added Assessmnt	2012 1&2 Qtrs Taxes	Dup. Bill Fee	Tax Search	Pilot	Pilot Interest	Abatement Principal	Abatement Interest
11/1/2011	447,683.85	236.47	1,689.67	387,228.36	54,851.57		3,677.78					75,654.32	
11/1/2011	403,631.67	105.43	1,326.93	401,620.01	281.10		293.20	5.00					
11/1/2011	364,314.65	172.62	8.64	340,642.74	22,135.44		1,340.21	15.00					
11/2/2011	649,366.64	1.03		265,150.94	196.39		1.88			384,004.92	11.48	21,967.07	
11/2/2011	1,178,881.14	332.39	1,666.09	1,166,429.12	7,661.62		2,791.92						
11/3/2011	659,564.05	37.39	88.97	488,231.14	17,448.12		4,259.92		10.00	149,488.51		11,446.40	
11/3/2011	145,605.66	0.03		139,268.72	6,149.81		187.10						
11/4/2011	36,470.91			36,470.91									
11/4/2011	938,252.24	157.79		928,686.97	231.05		9,176.43					12,733.19	
11/4/2011	777,868.87	234.03		510,472.17	22,141.42		1,013.01			244,008.24			
11/4/2011	534,843.81			534,216.10	627.71								
11/7/2011	645,168.94	82.30	341.64	620,329.83	21,795.24	4.95	2,614.98					10,593.09	
11/7/2011	716,113.39	0.10		686,112.27	28,883.56		1,117.46						
11/9/2011	1,050,345.74	427.66	2,564.64	1,033,446.34	12,936.87	432.05	533.18	5.00				39,372.08	
11/9/2011	999,584.59	140.94	341.86	867,874.39	129,903.69		1,208.71	115.00					
11/9/2011	70,680.25			70,680.25									
11/10/2011	289,884.45			268,704.09	21,180.36								
11/10/2011	487,739.88	55.57		470,262.35	17,421.96								
11/10/2011	52,863.82	0.01			52,863.81								
11/10/2011	535,232.10			392,000.15	6,195.97					137,035.98		121,629.74	317.26
11/10/2011	526,330.83	0.03		436,890.56	86,515.00	2,264.23	651.01	10.00					
11/10/2011	225,942.83	0.03		225,919.42			23.38						
11/10/2011	301,891.61	1.46		298,659.27	2,555.41		670.47	5.00					
11/14/2011	100,329.20	613.65	1,613.30	92,687.54	2,499.86		2,914.85					4,878.24	
11/15/2011	84,471.22	814.65	3,995.29	78,772.11			889.17						
11/16/2011	70,134.13	440.55		68,773.75	808.68		111.15						
11/17/2011	128,944.02	1,291.08	1,465.10	124,817.21			1,370.63					1,719.71	7.54
11/18/2011	89,379.26	1,637.58	3,897.45	83,781.45			62.78						
11/21/2011	141,686.37	1,748.86	4,636.72	129,380.99			5,919.80						
11/22/2011	91,444.27	1,338.63	3,750.93	86,349.74			4.97					3,677.02	39.34
11/23/2011	34,283.33	501.57		33,738.70			43.06						
11/28/2011	232,974.43	2,300.24	2,502.99	226,879.41	77.03		1,214.76					3,999.56	31.59
11/29/2011	198,058.16	2,055.24		178,107.32	17,535.17	14.28	346.15					7,998.05	79.73

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 NOVEMBER, 2011.

Receipts on Taxes

2012 Taxes

2012 Taxes 1-2 Quarters...	44,173.97	
2012 Added/Omitted Taxes...	2,715.51	
Total 2012 Taxes Collected...		46,889.48

Receipts on Taxes

2011 Taxes

2011 Taxes 1-2 Quarters....	32,302.11	
2011 Taxes 3-4 Quarters...	11,820,239.47	
N.G Checks...	12,545.90	
2011 Added/Omitted Taxes...	533,231.84	
Total 2011 Taxes Collected....		12,373,227.52

Miscellaneous Tax Receipts

Interest on Taxes...	16,548.28	
N.G. Checks....	66.19	
Tax Serarch.....	10.00	
Dup. Bill Fee...	155.00	
Total Miscellaneous Tax Receipts		16,647.09

Pilot Accts

Pilot Principal.....	914,537.65	
Pilot Interest...	11.48	
Total collected on Pilot Accts.....		914,549.13

Total Taxes & Miscellaneous Tax Receipts.... **13,351,313.22**

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

Abatements

Abatement Principal.....	315,865.96	
Abatement Interest.....	477.00	
Abatement Totals.....		<u>316,342.96</u>

Bounced Checks

	Amount
82/11/C000A	472.00
223/7.1	7,307.62
25/1/C17PC	1,765.07
262.3/1/C0101	<u>3,067.40</u>
Total	12,612.09

Respectfully yours,

Sharon Curran, Tax Collector

 Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Cash: Y Check: Y Credit: Y
 Range of Years: First to 2012
 Range of Periods: 1 to 12
 Range of Dates: 11/01/11 to 11/30/11
 Print Ref Num: N
 Range of Installment Due Dates: First to Last
 =====

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2010	2011	Future		
001 TAX-Billing	4674	0.00	0.00	11,695,173.52	44,173.97	14,520.39	11,753,867.88
014 ADDED ASSESSMENT/OMI	205	0.00	0.00	533,231.84	2,715.51	294.91	536,242.26
082 IN LIEU OF TAXES	18	0.00	0.00	914,537.65	11.48	0.00	914,549.13
SUB SUBSEQUENT TAX	88	0.00	0.00	157,368.06	0.00	1,732.98	159,101.04
Tax Payments	4985	0.00	0.00	13,300,311.07	46,900.96	16,548.28	13,363,760.31
076 PENALTY-LIEN	1	8,418.56	0.00	0.00	0.00	6,730.64	15,149.20
00L OUTSIDE REDEEM	41	367,393.49	0.00	0.00	0.00	77,326.39	444,719.88
FEE	7	2,353.00	0.00	0.00	0.00	0.00	2,353.00
Lien Payments	49	378,165.05	0.00	0.00	0.00	84,057.03	462,222.08
010 TAX SEARCHES	1	10.00	0.00	0.00	0.00	0.00	10.00
012 DUPLICATE BILLS	8	155.00	0.00	0.00	0.00	0.00	155.00
Misc Payments	9	165.00	0.00	0.00	0.00	0.00	165.00
NSF BOUNCED CHECK	5	0.00	0.00	12,545.90-	0.00	66.19-	12,612.09-
Tax NSF	5	0.00	0.00	12,545.90-	0.00	66.19-	12,612.09-
Payments Total:	5043	378,330.05	0.00	13,300,311.07	46,900.96	100,605.31	13,826,147.39
NSF Reversals Total:	5	0.00	0.00	12,545.90-	0.00	66.19-	12,612.09-
Total:	5048	378,330.05	0.00	13,287,765.17	46,900.96	100,539.12	13,813,535.30

Total Cash: 56,893.39

Total Check: 13,756,641.91

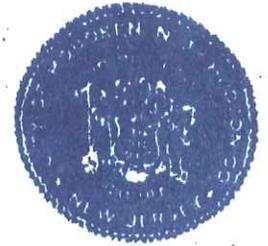
Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF NOVEMBER 2011									
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT		
11/9/2011	245	1	C0001	11-00103	1301-11 WASHINGTON ST	36,155.84			
11/9/2011	245	1	C0002	09-80209	1301-11 WASHINGTON ST	100,292.75	81,000.00	NEW PREMIUM	
11/9/2011	209	34		09-80163	1000 WASHINGTON ST	5,304.00	100.00	NEW PREMIUM	
11/15/2011	81	2.01		070143	JACKSON ST/7TH & 8TH	266.36			
11/15/2011	81	1.01		070142	701 HARRISON ST	315,252.12	120,000.00	OLD PREMIUM	
11/16/2011	52	16		11-00033	329 GRAND ST	4,848.12	1,000.00	NEW PREMIUM	
11/22/2011	51	15	C0003	020087	329 ADAMS ST.	102.89	200.00	OLD PREMIUM	
						462,222.08	202,300.00		
** NOTE ** 11/9/2011 245/1/C0002 CERT.# 09-80209 OVER PAID REDEMPTION									
REFUND \$6,919.49.									
TRANSFER									



*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

DECEMBER 5, 2011

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

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 5307 IN THE TOTAL AMOUNT OF \$388,909.19 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF NOVEMBER 2011(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.

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUN T
ADM BUSINESS ADMINISTRATION	OPERATING	CY-01200	TARIFF BILLING SPECIALISTS	PHONE CHARGE REVIEW	\$ 3,124.48
		CY-04353	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 47.85
		CY-04411	ADAM B REISMAN, ATTY AT LAW	CONFLICT MUNICIPAL PUBLIC DEF	\$ 150.00
		CY-04469	ARCH LISTON	REIMBURSEMENT FOR LEAGUE	\$ 321.84
		CY-04488	PREMIER TECHNOLOGY SOLUTIONS	COMPUTER EQUIPMENT NEEDED	\$ 2,836.00
ADM FINANCE SUPERVISORS OFF	OPERATING	CY-03263	RUTGERS STATE UNIVERSITY OF NJ	RUTGERS MUNICIPAL FINANCE	\$ 1,144.00
		CY-03288	RUTGERS STATE UNIVERSITY OF NJ	RUTGERS FINANCIAL MANAGEMENT	\$ 1,654.00
		CY-03798	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 2,809.88
		CY-04387	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING CHARGES	\$ 2,417.62
ADM INFO. TECH	TRUST	CY-04276	COMERCIAL CONSTRUCTION	REFUND OEP	\$ 260.00
	OPERATING	CY-04475	ASL PRODUCTIONS LLC	HOBOKEN CITY COUNCIL MEETINGS	\$ 3,600.00
ADM LEGAL ADVERTISING	OPERATING	CY-04248	STAR LEDGER	LEGAL ADS FOR 10/11	\$ 2,185.84
		CY-04667	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR 9, 10/11	\$ 950.34
ADM MUNICIPAL COURT	OPERATING	CY-02306	LAWYERS DIARY AND MANUAL	SUBSCRIPTION RENEWAL	\$ 534.00
		CY-02671	N.J. LAW JOURNAL	SUBSCRIPTION RENEWAL	\$ 440.00
		CY-04308	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 105.00
		CY-04379	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50
ADM PARKING UTILITY	PARKING UTILITY	CY-03872	FCA LIGHTING	ELECTRICAL/SIGNAL & TRAFFIC	\$ 19.50
		CY-04183	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	\$ 372.00
		CY-04293	CITY PAINT AND HARDWARE	VARIOUS SUPPLIES - 10/11	\$ 2,458.23
		CY-04297	TERMINIX	TERMITE PROGRAM	\$ 3,250.00
		CY-04443	M&T INVESTMENT GROUP	UTILITY BONDS PAYMENT	\$ 5,000.00
		CY-04444	BUY WISE AUTO PARTS	PARTS FOR HPU VEHICLE	\$ 242.76
		CY-04448	QUALITY AUTOMALL	PARTS FOR H-1 REPAIRS	\$ 52.68
		CY-04450	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE - 11/11	\$ 112.50
		CY-04456	HIGH TECH PROTECTIVE SVS.INC.	MONITORING CONTRACT-916 GARDEN	\$ 241.00
		CY-04478	PC ENCLOSURES	LCD GUARDIAN & ACCESSORIES	\$ 1,397.00
		CY-04480	ARCOLA SALES & SERVICE CORP	PARTS FOR HPU VEHICLE	\$ 110.46
		CY-04481	BOB'S GLASS WORKS	GARAGE D PLEXIGLASS	\$ 310.00
		CY-04511	METROPOLITAN COFFEE SERVICE	WATER BOTTLES FOR COOLER	\$ 48.00
		CY-04514	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE	\$ 125.00
		CY-04516	KEVCO ELECTRIC INC.	ELECTRICAL/SIGNAL & TRAFFIC	\$ 2,310.00
		CY-04517	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL-916 GARDEN	\$ 33.01
		CY-04518	CABLEVISION	SERVICES - MIDTOWN GARAGE	\$ 63.86
		CY-04520	UNITRONICS INC.	TECHNICIAN SERVICES-916 GARDEN	\$ 15,600.00
		CY-04672	PAETEC COMMUNICATIONS INC.	LD/TOLL CHARGES - 11/11	\$ 446.55
		CY-04677	HOBOKEN MUNICIPAL COURT	PARKING TICKETS HPU VEHICLES	\$ 84.00
CY-04681	AT&T MOBILITY	MULTI-METERS 11/11	\$ 240.60		
ADM SPECIAL COUNSEL	OPERATING	CY-04684	P.S.E.& G. COMPANY	HPU UTILITIES - NOV. 2011	\$ 12,936.39
		CY-03573	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 25,425.00

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUN T		
ADM SPECIAL COUNSEL	OPERATING	CY-04061	LINDABURY,MCCORMICK	LEGAL SERVICES	\$ 8,820.00		
		CY-04062	LINDABURY,MCCORMICK	LEGAL SERVICES	\$ 5,100.00		
		CY-04487	ANSELL GRIMM & AARON	SPECIAL COUNSEL	\$ 238.00		
		CY-04569	THE PMA INSURANCE GROUP	INSURANCE	\$ 8,153.77		
	PARKING UTILITY	CY-03573	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 1,911.00		
ADM TAX ASSESSOR	OPERATING	CY-02978	LAWYERS DIARY AND MANUAL	LAW DIARY	\$ 89.00		
ADM TAX COLLECTOR	OPERATING	CY-03989	M.G.L. FORMS-SYSTEMS LLC	HOMESTEAD TAX FORMS	\$ 123.00		
		CY-04626	DRAGONFLY DEVELOPMENT	TAX OVERPAYMENTS	\$ 5,195.78		
		CY-04627	BRACH EICHLER LLC	TAX COURT JUDGEMENTS	\$ 4,514.72		
		CY-04628	NOWELL AMOROSO KLEIN	TAX COURT JUDGEMENT	\$ 23,415.00		
		CY-04629	WATERS, MC PHERSON, MC NEILL	TAX COURT JUDGEMENT	\$ 31,302.00		
		CY-04630	SKOLOFF AND WOLFE, P.C.	TAX COURT JUDGEMENT	\$ 2,468.95		
		CY-04631	NATHAN P. WOLF, ESQ.	TAX COURT JUDGEMENT	\$ 4,389.13		
		CY-04633	MARIO PATI & M PARMENTOLA	TAX OVERPAYMENTS	\$ 214.88		
		CY-04634	SIMPLICITY TITLE AGENCY, LLC	TAX OVERPAYMENTS	\$ 1,220.93		
			TRUST	CY-04553	CRUSADER SERVICING CORP.	REDEMPTION	\$ 74,388.94
				CY-04608	NUCO TITLE INSURANCE	REFUND OVRPYMNT FRM TRUST ACCT	\$ 6,919.49
				CY-04619	FERNWOOD FUNDING LLC	REDEMPTION	\$ 302.89
				CY-04656	ROBERT HELMAN	REDEMPTION	\$ 534.15
		ADM/CITY CLERK	OPERATING	CY-04324	NJLM	2010 CENSUS SUMMARY OF N.J.	\$ 6.00
		ADM/CONSTRUCTION CODE	OPERATING	CY-04651	JERSEY PROFESSIONAL MANAGEMENT	SERVICES RENDERED MANAGEMENT	\$ 3,102.50
ADM/ELECTIONS	OPERATING	CY-04322	RICHARD J. SCHUBRING	GENERAL ELECTION NOV. 8, 2011	\$ 100.00		
		CY-04323	RICHARD SCHUBRING	ELECTIONS	\$ 100.00		
		CY-04326	ALYSSA PASCULLI	ELECTIONS	\$ 100.00		
		CY-04327	FARINA, JAMES	ELECTIONS	\$ 42.05		
		CY-04328	RICHARD REPETTI	ELECTIONS	\$ 100.00		
		CY-04329	JONATHAN BUONFIGLIO	ELECTIONS	\$ 100.00		
		CY-04330	LISA'S ITALIAN DELI, INC	ELECTIONS	\$ 136.00		
		CY-04331	MICHAEL TAGLIERI	ELECTIONS	\$ 100.00		
		CY-04332	RALPH GALLO	ELECTIONS	\$ 100.00		
		CY-04333	MATTHEW GALLO	ELECTIONS	\$ 100.00		
		CY-04336	ROYAL PRINTING	ELECTIONS	\$ 125.00		
		CAPITAL ACCOUNT	CAPITAL	10-02755	BIRDSALL SERVICES GROUP	EPA REMEDIATION HOBOKEN COVE	\$ 758.70
CD DIRECTOR'S OFFICE	CAPITAL	CY-04642	PUBLIC SERVICE ELECTRIC AND	INSTALLATION LIGHTS HOB COVE	\$ 19,973.65		
	OPERATING	CY-02521	4WARD PLANNING LLC	WESTERN EDGE MARKET ANALYSIS	\$ 5,510.00		
CD GRANTS MANAGEMENT	GRANT	CY-04089	PHAROS ENTERPRISES, LLC	ADA RESTROOM IMPROVEMENTS MSC	\$ 37,601.66		
		CY-04256	HOPES INC.	CDBG PARTIAL REIMB FOR PSE&G	\$ 4,210.91		
CD MLUL PB ESCROW ACCTS	ESCROW	CY-04298	AUDIO EDGE TRANSCRIPTION LLC	PROFESSIONAL SERVICES	\$ 495.00		
		CY-04302	BIRDSALL SERVICES GROUP	PROFESSIONAL SERVICES	\$ 1,337.50		
		CY-04305	MASER CONSULTING	PROFESSIONAL SERVICE	\$ 1,000.00		

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUNT
CD MLUL PB ESCROW ACCTS	ESCROW	CY-04673	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 11,530.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	CY-04339	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 3,796.65
		CY-04496	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICES	\$ 574.50
CD MLUL ZONING BD OF ADJ	OPERATING	CY-00331	EXECU-TECH INCORPORATED	WORKFORCE HOUSING ADMINISTRATN	\$ 10,000.00
		CY-04215	F. CLIFFORD GIBBONS, ESQ. LLC	PROFESSIONAL SERVICES	\$ 2,468.75
		CY-04349	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 4,157.26
ES CENTRAL GARAGE	OPERATING	CY-03882	QUALITY AUTOMALL	PARTS/CENTRAL & POLICE DEPT.	\$ 141.56
		CY-04172	RIVERFRONT CAR WASH	CAR WASH	\$ 6.00
		CY-04620	JERSEY PROFESSIONAL MANAGEMENT	PROFESSIONAL SERVICES RENDERED	\$ 5,440.00
		CY-04635	JERSEY PROFESSIONAL MANAGEMENT	PROFESSIONAL SERVICES RENDERED	\$ 4,632.50
		CY-04649	JERSEY PROFESSIONAL MANAGEMENT	PROFESSIONAL SERVICES RENDERED	\$ 5,270.00
ES PUBLIC PROPERTY	OPERATING	CY-03329	DYKES LUMBER COMPANY	SUPPLIES-WOOD	\$ 278.40
		CY-03395	ENVIVOVISION CONSULTANTS, INC	ASBESTOS INSPECTION CITY HALL	\$ 10,752.50
		CY-03449	HOBOKEN GLASS COMPANY	NEW WINDOWS TAX COLL. OFFICE	\$ 5,200.00
		CY-04218	MATERA'S NURSERY	BLOWER MULTI CENTER PP	\$ 159.00
		CY-04238	JEWEL ELECTRIC SUPPLY	FAN BREATHOZIZER ROOM P.D.	\$ 153.35
		CY-04278	CITY PAINT AND HARDWARE	SUPPLIES FOR PP OCTOBER 2011	\$ 1,914.34
		CY-04355	ENVIRONMENTAL CLIMATE CONTROL	HVAC SERVICES-PD	\$ 460.50
		CY-04357	STATE CHEMICAL MFG.	CLEANING SUPPLIES CITY HALL	\$ 1,050.55
		CY-04358	MAC PEST CONTROL	RODENT CONTROL GARAGE	\$ 75.00
		CY-04398	GS ELEVATOR INDUSTRIES	TESTING ELEVATOR POLICE DEPT.	\$ 475.00
		CY-04399	GS ELEVATOR INDUSTRIES	TESTING ELEVATOR CITY HALL	\$ 475.00
		CY-04400	GS ELEVATOR INDUSTRIES	TESTS ELEVATOR MULTI CENTER	\$ 475.00
		CY-04401	CITY PAINT AND HARDWARE	BACKPACK HOOVER C.H.	\$ 1,199.96
		CY-04402	QUALITY PLUMBING & HEATING	CEILINLG LK. CITY HALL/P.U.	\$ 1,050.00
		CY-04403	QUALITY PLUMBING & HEATING	BLOCK SEWER FIRE HEAD.	\$ 1,125.00
ES ROADS	OPERATING	CY-04203	CLIFFSIDE BODY CORP.	PARTS/SNOW PLOW #195 ROADS	\$ 1,882.55
		CY-04356	ABBOTT CONTRACTING CO.	INSTALL MANHOLE NEWARK ST.	\$ 2,500.00
		CY-04396	ROBBINS & FRANKE, INC.	TIRES SNOW EQUIP ROADS	\$ 1,478.40
ES SOLID WASTE	OPERATING	CY-04404	CALI CARTING, INC.	SOLID WASTE/RECYCLING 11/11	\$ 128,333.33
		CY-04463	HUDSON COUNTY IMPROVEMENT AUTH	SW DISPOSAL	\$ 206,849.57
FINANCE DEPARTMENT	GRANT	CY-04309	HOBOKEN FAMILY PLANNING, INC.	CDBG REIM NOVEMBER	\$ 1,917.00
GRANTS MANAGEMENT	GRANT	CY-04096	TURNOUT FIRE AND SAFETY	1010R FIRE HELMETS	\$ 13,200.00
HS BD OF HEALTH	OPERATING	CY-00406	NJLBHA	MEMBERSHIP RENEWAL 2011	\$ 95.00
		CY-04348	M.G.L. FORMS-SYSTEMS LLC	ENVELOPES INDEX BINDER	\$ 290.00
HS CULTURAL AFFAIRS	TRUST	CY-03158	ALL STAR RENTALS, INC.	CHAIR-TABLE RENTAL	\$ 1,533.60
		CY-03562	LIZ MORIN	ASSISTED WITH SPAGHETTI DINNER	\$ 30.00
		CY-03652	ROYAL THRONE	PORTABLE TOILET RENTAL	\$ 375.00
		CY-03888	LIZ MORIN	GENERAL OFFICE ASSISTANCE	\$ 318.50
		CY-04012	DAVID ALEXANDER GEISS	SOUND ASSISTANCE FALL FEST.	\$ 168.00

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUNT		
HS CULTURAL AFFAIRS	TRUST	CY-04026	STAR LEDGER	AD- ARTIST STUDIO TOUR	\$ 1,372.44		
		CY-04031	DAVID ALEXANDER GEISS	SOUND ASSISTANCE HARVEST FEST.	\$ 78.00		
		CY-04418	MOLLY GALLENTE	GENERAL OFFICE ASSISTANCE	\$ 565.50		
		CY-04423	LIZ MORIN	GENERAL OFFICE ASSISTANCE	\$ 162.50		
		CY-04591	FALLO, GERALDINE	REIMBURSEMENT FOR CARD STOCK	\$ 49.65		
		CY-04600	FALLO, GERALDINE	REIMBURSEMENT	\$ 20.59		
		CY-04603	FALLO, GERALDINE	REIMBURSEMENT	\$ 37.67		
HS PARKS	CAPITAL	CY-04279	GRO RITE LANDSCAPE SERVICES	LANDSCAPING SERVICES	\$ 5,489.10		
		CY-04281	GRO RITE LANDSCAPE SERVICES	IRRIGATION/LANDSCAPE SERVICES	\$ 3,660.00		
	O M FUND	CY-02811	ABBOTT CONTRACTING CO.	INSTALL IRRIGATION SYSTEM	\$ 2,380.00		
		CY-03089	QUALITY PLUMBING & HEATING	NEW DRINKING FOUNTAIN PIER A	\$ 4,700.00		
		CY-03937	D'ONOFRIO & SON, INC.	IRRIGATION REPAIR - PIER A	\$ 616.95		
		CY-04212	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL PIER A	\$ 300.00		
		CY-04314	CLIFFSIDE BODY CORP.	PLOW FOR TRUCK #138 (PARKS)	\$ 3,891.00		
		CY-04317	D'ONOFRIO & SON, INC.	LANDSCAPE MAINTENANCE	\$ 1,536.55		
		CY-04338	SOUTH JERSEY ELECTRIC	COLUMBIA MEGA DROP SIDE	\$ 10,145.00		
		CY-04431	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL PIER A	\$ 300.00		
		OPERATING	CY-02533	JOHN A. EARL CO.	TOILET PAPER FOR PARKS	\$ 784.34	
			CY-02562	JOHN A. EARL CO.	CENTER FOLD TOWELS FOR PARKS	\$ 521.10	
			CY-03241	DYKES LUMBER COMPANY	PLYWOOD FOR ELYSIAN PARK	\$ 76.80	
			CY-03258	DYKES LUMBER COMPANY	WOOD FOR STEVENS PARK	\$ 62.88	
			CY-03489	CLEAN ALL TECH. CORP.	BLACK GARBAGE BAGS	\$ 2,529.50	
			CY-04213	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00	
			CY-04273	RICHARD DUNKIN	SNAKE OUT DRAIN-ELYSIAN PARK	\$ 130.00	
			CY-04274	CITY PAINT AND HARDWARE	PARKS SUPPLIES - OCTOBER 2011	\$ 937.93	
			CY-04313	HOBOKEN GLASS COMPANY	REPLACE GLASS ON BOAT HOUSE	\$ 185.00	
			CY-04430	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00	
			CY-04434	QUALITY PLUMBING & HEATING	REPAIRED TOILET - LL FIELD	\$ 375.00	
			CY-04435	QUALITY PLUMBING & HEATING	REPLACED FLUSHOMETER	\$ 575.00	
			CY-04436	QUALITY PLUMBING & HEATING	REPLACED THERMAL COUPLE	\$ 375.00	
			CY-04437	QUALITY PLUMBING & HEATING	REPLACED WASTE PIPING	\$ 375.00	
			HS PIER A	O M FUND	CY-04453	HUFNAGEL LANDSCAPING INC.	TREE TRANSPLANT
		HS RECREATION	CAPITAL	CY-03911	TUMBL TRAK	CHEERLEADING EQUIPMENT	\$ 6,402.00
				OPERATING	CY-03908	HOVIE FORMAN	TRANSPORTATION TO GAMES
TRUST REC FEES	CY-04315		STAN'S SPORT CENTER	HOODED SWEATSHIRTS W/LOGO	\$ 1,099.00		
	CY-04316		STAN'S SPORT CENTER	MARTIN REVERSIBLE TOPS W/LOGO	\$ 2,720.00		
	CY-04432		HUDSON POOL MANAGMENT INC	CHEMICALS FOR POOL	\$ 221.88		
GRANT	CY-04660		LEO PELLEGRINI	REIMBURSEMENT	\$ 603.24		
	OPERATING		CY-01066	STAR LEDGER	YEARLY ADVERTISING RENT LEV.	\$ 95.12	
HS RENT LEVELING/STABILIZATION			CY-04343	SUZANNE HETMAN	REIMBURSEMENT	\$ 24.91	

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUN T
HS SENIOR CITIZEN PROGRAM	OPERATING	CY-04417	JOHN K. DEMAURO	REIMBURSEMENT OF EZ PASS TOLLS	\$ 111.60
		CY-04433	METROPOLITAN COFFEE SERVICE	COOLER RENTAL - OCT, NOV, DEC.	\$ 60.00
		CY-04438	INSERRA SUPERMARKETS	REPLENISH SHOPPING CARD	\$ 1,000.00
PS FIRE	HAZMAT	CY-04461	TETRACORE, INC.	HAZMAT SUPPLIES	\$ 589.75
	OPERATING	CY-00973	CITY PAINT AND HARDWARE	SUPPLIES	\$ 950.79
		CY-01752	SHORE SOFTWARE	ONLINE BACKUP FOR FD	\$ 69.95
		CY-01762	TURNOUT FIRE AND SAFETY	BADGES	\$ 753.59
		CY-01995	TURNOUT FIRE AND SAFETY	NAME PLATES	\$ 360.00
		CY-02283	CON-SPACE	PART SERVICED	\$ 133.65
		CY-03390	WEST MARINE	ROW BOATS	\$ 5,011.52
		CY-03444	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
		CY-03553	ABSOLUTE FIRE PROTECTION	APPARATUS REPAIRS	\$ 851.79
		CY-03594	CUMMINS POWER SYSTEMS	EQUIPMENT	\$ 359.68
		CY-03837	FOLEY INCORPORATED	CUSTOMER SUPPORT AGREEMENT	\$ 796.00
		CY-03842	CITY PAINT AND HARDWARE	SUPPLIES	\$ 183.00
		CY-03981	TURNOUT FIRE AND SAFETY	PERSONAL PROTECTIVE GEAR	\$ 424.96
		CY-03982	GENERATOR EXCHANGE	BRAKE PARTS	\$ 97.50
		CY-03984	GENERATOR EXCHANGE	PADS	\$ 126.81
		CY-03997	ABSOLUTE FIRE PROTECTION	VEHICLE PART	\$ 33.65
		CY-04133	ABSOLUTE FIRE PROTECTION	APPARATUS PARTS	\$ 707.88
		CY-04180	CITY PAINT AND HARDWARE	GENERAL EXPENSES	\$ 285.63
		CY-04334	CITY PAINT AND HARDWARE	PARTS/SUPPLIES/ETC.	\$ 229.79
		CY-04335	JOHN A. EARL CO.	TOILET PAPER SUPPLIES	\$ 238.72
		CY-04388	ABSOLUTE FIRE PROTECTION	ENGINE 5 REPAIRS	\$ 356.00
		CY-04466	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
		CY-04495	CUMMINS POWER SYSTEMS	EMERGENCY REPAIRS E1	\$ 6,576.85
PS FIRE SAFETY	FIRE ED	CY-02297	FOREMOST PROMOTIONS	SUPPLIES FOR PREVENTION	\$ 4,122.20
		CY-03677	FOREMOST PROMOTIONS	CRAYON COLOR WHEELS	\$ 1,780.00
		CY-04196	PINNACLE WIRELESS INC	RADIOS	\$ 3,661.34
		CY-04197	FOREMOST PROMOTIONS	COLORING WHEELS	\$ 1,780.00
PS POLICE	OPERATING	CY-04247	ESI EQUIPMENT	SERVICE CONTRACT	\$ 1,430.00
		10-00085	RIVERFRONT CAR WASH	FY2010	\$ 280.00
		CY-00359	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICE	\$ 297.00
		CY-00360	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICE	\$ 221.00
		CY-00361	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICE	\$ 152.00
		CY-03825	ELECTRONIC SERVICE SOLUTIONS	HT1000 ANTENNAS	\$ 435.12
		CY-04002	HEWLETT PACKARD DIRECT	HEAVY DUTY LASER PRINTERS	\$ 2,439.00
		CY-04003	DRAEGER SAFETY DIAGNOSTICS	ALCOTEST CALIBRATION & SUPPLIE	\$ 142.00
		CY-04361	STREET CRIMES	STREET CRIMES SEMINAR	\$ 790.00
CY-04373	CHIEF ANTHONY FALCO	RE-IMBURSEMENT	\$ 33.50		

CITY OF HOBOKEN
CLAIMS LISTING
DECEMBER 21, 2011

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	AMOUNT
PS POLICE	OPERATING	CY-04374	SGT. JAMES MARNELL	TUITION RE-IMBURSEMENT	\$ 1,200.00
UNCLASS/COMPUTER TECH UPGRADES	OPERATING	CY-04490	PREMIER TECHNOLOGY SOLUTIONS	EMPLOYEE COMPUTER EQUIPMENT	\$ 1,846.99
UNCLASSIFIED	OPERATING	11-00037	COBRA ELECT	7-12/10 ADM FEE	\$ 30.00
		CY-00015	U.S.P.S (POSTAGE BY PHONE)	CY2011 REPLENISH POSTAGE	\$ 20,000.00
		CY-00018	CABLEVISION LIGHTPATH, INC.	CY2011 INTERNET SERV #45278	\$ 2,377.34
		CY-00019	CABLEVISION LIGHTPATH, INC.	CY2011 REVERSE 911 SYST SERV	\$ 5,582.40
		CY-00023	VERIZON	CY2011 PHONE SERVICE	\$ 12,088.23
		CY-00024	VERIZON WIRELESS	CY2011 CELL SERV-MAYOR	\$ 168.37
		CY-00032	BLUE CROSS BLUE SHIELD NJ (D)	CY2011 DENTAL	\$ 50,436.28
		CY-04307	PART D ADVISORS, INC.	POSTAGE FEES-NOTICES MAILED	\$ 25,215.85
UNCLASSIFIED JUDGEMENTS	OPERATING	CY-04675	LOSURDO BROTHERS	JUDGEMENT	\$ 921.10
		CY-04676	JOHN MCDONALD	JUDGEMENT 12/7/2011	\$ 7,250.00
UNCLASSIFIED/COPIERS	OPERATING	CY-00016	RICOH BUSINESS SOLUTIONS	CY11 COPIER/LEASE/MAINT/SPLY	\$ 4,299.48
Grand Total					\$ 1,007,971.11

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:

24-Nov-11	TO	07-Dec-11	Paydate	12/14/2011	
<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	8,713.95	0.00	0.00	8,713.95
MAYOR'S OFFICE	1-01-20-110	9,882.70	0.00	0.00	9,882.70
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	11,369.57	0.00	0.00	11,369.57
ABC BOARD	1-01-20-113	0.00	0.00	121.75	121.75
PURCHASING	1-01-20-114	7,263.89	0.00	0.00	7,263.89
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,998.69	511.68	0.00	15,510.37
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	23,646.75	0.00	0.00	23,646.75
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	8,971.13	0.00	0.00	8,971.13
ASSESSOR'S OFFICE	1-01-20-150	13,537.37	0.00	0.00	13,537.37
CORPORATE COUNSEL	1-01-20-155	9,873.84	37.92	0.00	9,911.76
COMMUNITY DEVELOPMENT	1-01-20-160	4,280.77	0.00	0.00	4,280.77
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	6,221.54	297.90	1,584.00	8,103.44
INFORMATION TECHNOLOGY	1-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	1-01-21-186	4,740.65	0.00	0.00	4,740.65
HOUSING INSPECTION	1-01-21-187	5,571.39	370.17	700.00	6,641.56
CONSTRUCTION CODE	1-01-22-195	22,794.69	0.00	550.00	23,344.69
POLICE DIVISION	1-01-25-241	543,382.40	2,509.60	12,145.44	558,037.44
CROSSING GUARDS	1-01-25-241	10,299.83	0.00	12,386.60	22,686.43
EMERGENCY MANAGEMENT	1-01-25-252	4,437.50	0.00	96.15	4,533.65

<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	403,972.66	1,359.12	7,953.60	413,285.38
STREETS AND ROADS	1-01-26-291-011	23,715.75	3,379.21	5,600.00	32,694.96
ENV SRVCS DIR OFFICE	1-01-26-290	6,553.00	0.00	0.00	6,553.00
RECREATION SEASONAL EMP	1-0128370016	1,512.00	0.00	0.00	1,512.00
CENTRAL GARAGE	1-01-26-301	2,465.84	645.38	933.33	4,044.55
SANITATION	1-01-26-305	21,627.17	2,435.42	7,350.00	31,412.59
LICENSING DIVISION	1-31-55-501-101	3,791.75	0.00	0.00	3,791.75
HUMAN SRVCS DIR OFFICE	1-01-27-330	9,376.19	0.00	0.00	9,376.19
BOARD OF HEALTH	1-01-27-332	20,225.12	0.00	0.00	20,225.12
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	18,210.77	130.92	700.00	19,041.69
RENT STABILIZATION	1-01-27-347	9,577.02	0.00	0.00	9,577.02
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	13,237.43	0.00	2,100.00	15,337.43
PARKS	1-01-28-375	18,199.41	363.36	5,672.00	24,234.77
PUBLIC PROPERTY	1-01-28-377	28,088.19	871.58	6,300.00	35,259.77
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	2,623.81	0.00	0.00	2,623.81
MUNICIPAL COURT	1-01-43-490	35,527.89	0.00	0.00	35,527.89
PARKING UTILITY	1-31-55-501-101	98,114.62	8,767.53	16,625.00	123,507.15
MUN COURT OVERTIME	T-0340000-037	0.00	3,106.88	0.00	3,106.88
GRANT#	T0340000004	1,640.61	877.88	0.00	2,518.49
GRANT#	G-02-44-701-380	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-393	0.00	0.00	0.00	0.00
GRANT#	G-02-41-200-PAL	0.00	0.00	0.00	0.00
GRANT#	T-03-40-000-108	315.00	0.00	520.00	835.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
CULTURAL AF AFFAIRS	1-01-271-760-11	2,961.54	0.00	0.00	2,961.54

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
SALARY ADJUSTMENT	1-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00	260,049.62	260,049.62
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	41,986.50	41,986.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	1-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,440,167.88	25,664.55	383,373.99	1,849,206.42
					1,849,206.42

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO EXPRESS COUNCIL SUPPORT FOR THE ADMINISTRATION
EXPLORING HOBOKEN UNIVERSITY MEDICAL CENTER'S REQUEST TO CHANGE THE
EMERGENCY DISPATCHING OPERATIONS FROM OCEAN COUNTY-BASED MONOC
SERVICE TO THE BAYONNE-BASED MCCABE E-911 DISPATCH CENTER.**

WHEREAS the City Council and the Administration support Hoboken University Medical Center, the only full-service acute care facility in Hoboken and wants Hoboken University Medical Center to succeed for the long term; and

WHEREAS Hoboken University Medical Center has expressed concerns to the City about the emergency dispatching system currently in place, stating: "for many years the physicians, patients and administrators...were very dissatisfied with the way ambulances were dispatched here" and "we have received many complaints from doctors and their patients that they were driven to another facility despite their demands to be brought here;" and

WHEREAS 911 calls for emergency dispatching of ambulances are currently handled by the Ocean County-based MONOC Service; and

WHEREAS Hoboken University Medical Center has requested that emergency dispatching of ambulances be handled instead by a local provider - the McCabe E-911 Dispatch Center in Bayonne - which has been in operation since New Jersey implemented a 911 system, is licensed by the State of New Jersey 911 Commission, has call-takers/dispatchers who are all Emergency Medical Dispatch certified and never deviate from State protocols and policy, and which has been dispatching emergency vehicles in Secaucus since earlier this year; and

WHEREAS McCabe has pledged that neither the City of Hoboken nor any of its residents will be charged for the dispatch service.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Hoboken affirms its continued support for Hoboken University Medical Center and expresses its support for the Administration exploring Hoboken University Medical Center's request to change the emergency dispatching operations from Ocean County-based MONOC Service to the Bayonne-based McCabe E-911 Dispatch Center.

Meeting Date: December 21, 2011

Approved:

**Arch Liston
Business Administrator**

Approved as to Form:

**Mark A. Tabakin
Corporation Counsel**

DEC 13 2011

December 13, 2011

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

Dear Mayor Zimmer:

We strongly believe the residents of Hoboken, along with those who work in your city every day, would be much better served if the emergency dispatching of ambulances were to be handled by the McCabe E-911 Dispatch Center in Bayonne instead of by the Ocean County-based MONOC Service, which is under contract to the County of Hudson until summer, 2012, or HUDCEN, which formerly held the County contract for decades.

McCabe has been successfully dispatching emergency medical vehicles since the implementation of the state's 911 system a half century ago, and McCabe upgraded to the enhanced system as soon as it was created. (*Thus, the E-911 designation.*) McCabe has also been dispatching emergency vehicles in Secaucus since early this year.

For many years the physicians, patients and administrators of Hoboken University Medical Center were very dissatisfied with the way ambulances were dispatched here. They prevailed upon County officials to choose a new provider in 2010. However, we have seen little improvement since the change was made.

Approximately 3,000 calls are made from Hoboken to 911 each year. Under the current system, each call goes to an office maintained by the Hudson County Sheriff on Duncan Avenue, Jersey City. If the call is deemed to be medical in nature, it is routed to MONOC headquarters in Ocean County. Dispatchers there contact Hoboken Police Department, and a Hoboken Volunteer Ambulance is dispatched. If no volunteer vehicle is available, another EMS service is contacted.

We believe the community would be better served with a local provider who can ensure more precise coordination of services and faster response times. Also, the EMTs on responding ambulances would no longer be able to arbitrarily transport patients to hospitals other than the one they or their physicians prefer. At Hoboken University Medical Center we have received many complaints from doctors and their patients that they were driven to another facility despite their demands to be brought here.

Under the current system if a person were to fall a block away from Hoboken University Medical Center, any ambulance responding to the 911 call is able to transport that patient past our Emergency Department entrance en route to the driver's favorite hospital. Dispatchers make certain the patient is picked up by the ambulance but have little concern about the hospital to which the patient is taken.

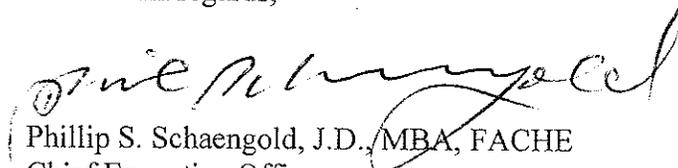
December 13, 2011

One recent example of this was a Hoboken resident who had been treated here frequently and whose physician practiced only here. Despite the doctor's demand that her patient come here, where she awaited him and the Emergency Department staff already had his medical records and had prepared the appropriate treatment, the patient was driven additional miles to a Jersey City hospital where the EMTs were employed.

McCabe has pledged that neither the City of Hoboken nor any of its residents would be charged for the dispatch service. McCabe E-911 Dispatch Center is licensed by the State of New Jersey 911 Commission and all call-takers/dispatchers are Emergency Medical Dispatch (EMD) certified. The Dispatch Center is fully staffed and operational 24 hours a day, seven days a week. They never deviate from State protocols and policies. Although they currently have capacity to handle more than the anticipated 3,000 annual calls from Hoboken, they are building an even larger Dispatch Center to be ready for additional expansion of services and new contracts.

We at the Hoboken University Medical Center look forward to your changing the City's 911 dispatch system from the out-of-area MONOC to McCabe. We are certain that Tom Van Tassel, the Hudson County Coordinator of 911 systems, will act promptly on your request so that the citizens of Hoboken can immediately enjoy their improved service.

With warm regards,



Phillip S. Schaengold, J.D., MBA, FACHE
Chief Executive Officer
Hoboken University Medical Center

c.c Mr. Vivek Garipalli
Mr. James Lawlor
Mr. Jeff Mainor
Mr. Mickey McCabe

City of Hoboken
Resolution No. _____

Resolution: Approval to submit a grant application and execute a grant contract with the United States Environmental Protection Agency for a Stormwater Infrastructure Master Plan under the FY2011 Urban Waters Small Grants Program.

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

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the United States Environmental Protection Agency on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to provide in-kind matching resources in the amount of \$2,500.00 towards the total cost of the project.

BE IT FURTHER RESOLVED that the \$2,500.00 in-kind matching resources satisfy the minimum requirements of the FY2011 Urban Waters Small Grants Program and the actual dollar amount of the in-kind contribution provided by the City of Hoboken is likely to surpass this minimal requirement.

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

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 2011

Clerk

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

ATTEST AND AFFIX SEAL _____

Clerk

Mayor

Sponsored By: _____

Seconded By: _____

RESOLUTION #: _____

AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE HUDSON COUNTY OPEN SPACE TRUST FUND FOR DEVELOPMENT FUNDS FOR IMPROVEMENTS TO STEVENS' FIELD, THE DOG RUN AND THE ADJOINING PLAYGROUND

WHEREAS, the Hudson County Department of Planning is soliciting applications for funding through the Hudson County Open Space Trust Fund for the support of development projects within the County of Hudson; and

WHEREAS, The City of Hoboken desires to further the public interest by obtaining funding in the amount of \$500,000 in grant funds toward Improvements to Stevens' Field, the Dog Run, and the Adjoining Playground (401 Hudson Street, Block 232, Lot 1) at a projected cost of \$542,000 (balance to be paid for by the City of Hoboken if necessary).

NOW, THEREFORE, the governing body resolves that Dawn Zimmer, Mayor or her designee is hereby authorized to:

- (a) make application for such a grant
- (b) provide additional application information and furnish such documents as may be required
- (c) act as the authorized correspondent of the above named applicant, **and be it further** –

RESOLVED BY THE Council of the City of Hoboken:

1. That, should funding be awarded, the Mayor is hereby authorized to execute an agreement thereto with the County of Hudson with respect to the Improvements to Stevens' Field and Adjoining Playground project;
2. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project, and;
3. That this resolution shall take effect immediately.

Meeting Date: December 21, 2011

Department of Human Services

Approved as to form:

Leo Pellegrini, Director

Mark Tabakin, Corporation Counsel

CERTIFICATION

I, James Farina, City Clerk of the City of Hoboken, hereby certify the foregoing to be a true copy of a resolution adopted by the City of Hoboken Council at their meeting held December 21, 2011.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 21st day of December, 2011.

James J. Farina, City Clerk

Introduced by: _____

Seconded by: _____

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

**RESOLUTION AUTHORIZING EXTENSION UNTIL DECEMBER 31, 2011
OF ALL SPECIAL LEGAL COUNSEL CONTRACTS WITH OUTSIDE
ATTORNEYS AND FIRMS WHICH TERMINATED IN THE 2011
CALENDAR YEAR**

WHEREAS, the City of Hoboken currently has outstanding litigation and outstanding legal representation pursuant to contracts which are set to expire during the 2011 calendar year pursuant to individual contracts with attorneys and firms, and the City seeks to extend all Special Legal Counsel contracts until December 31, 2011 in order for the City to begin to systematically and universally transition the terms of contracts for professional services in accordance with the City's transition to a calendar year; and,

WHEREAS, compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), is waived to the extent affected by this resolution for the following reasons: (1) failure to continue to maintain and retain legal counsel will jeopardize the City's legal positions in multiple litigations and negotiations; and, (2) the attorneys and firms currently representing the City offer the City special expertise and substantive knowledge relating to the legal issues underlying their respective litigations and legal representations; and

WHEREAS, all attorneys and firms affected by this Resolution and the corresponding contractual amendments are hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) and the affirmative action contract compliance requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

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

WHEREAS, said amendments and extensions to the contracts affected shall not change the not to exceed amounts of the contracts at issue; and,

WHEREAS, this resolution does not affect the City's budget, as no additional funds are expended under this Resolution and the corresponding contracts.

NOW THEREFORE, BE IT RESOLVED (*a majority of the whole Council concurring*) that the professional service contracts for Special Legal Counsel services to the City of Hoboken be amended and extended as follows:

1. The retention of all attorneys for services as Special Legal Counsel to the City of Hoboken with current contracts during the calendar year 2011 shall have the term extended until December 31, 2011;
2. The not to exceed amounts of the contracts shall not change as a result of this Resolution.

BE IT FURTHER RESOLVED that the City Council 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 continue to maintain and retain legal counsel will jeopardize the City's legal positions in multiple litigations and negotiations; and, (2) the attorneys and firms currently representing the City offer the City special expertise and substantive knowledge relating to the legal issues underlying their respective litigations and legal representations; and

BE IT FURTHER RESOLVED that this approval by the City Council is contingent upon all effected Special Legal Counsel attorneys and firms complying with all requirements of Hoboken Code Section 20A-14 and all requirements of the Affirmative Action laws and regulations of the State of New

Jersey, and failure to comply with all requirements within fifteen (15) days of the adoption of this Resolution shall render this resolution null and void as it effects that particular attorney and/or firm; 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, apply retroactively to January 1, 2011, and terminate on January 1, 2012.

Meeting Date: December 21, 2011

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

Approved:

Approved as to Form:

Arch Liston
Business Administrator

Mark A. Tabakin
Corporation Counsel

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION RESCINDS THE AWARD OF A CONTRACT TO APPLIED LANDSCAPE TECHNOLOGIES FOR THE CONSTRUCTION OF 1600 PARK ARTIFICIAL TURF FIELD FOR THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 11-14.

WHEREAS, on July 1, 2011, by way of Resolution Number 14, the City awarded a contract to Applied Landscape Technologies for the construction of the 1600 Park artificial turf field in accordance with the specifications in Bid No. 11-14; and,

WHEREAS, the City has since been provided with new information by the New Jersey Department of Environmental Protection (“DEP”) that the property has been approved for a decreased elevation level, and such decreased elevation levels would positively benefit the City and the park project scheduled for 1600 Park, and thereafter the City received amended conceptual drawings which take into account the DEP’s approval of decreased elevation levels for the location; and,

WHEREAS, in light of the new information and approvals from the DEP and the revised conceptual plans resulting therefore, the City will pursue lowering the property elevation for the benefit of the City and the project; and,

WHEREAS, as a result of the change in circumstances, and the new direction the City must pursue to effectuate the elevation approvals of the DEP, the provisions called for in the contract awarded to Applied Landscape Technologies are no longer appropriate or necessary; and,

WHEREAS, the City Council hereby rescinds the award of said contract and directs the Administration to take the appropriate action to effectuate this rescission.

NOW THEREFORE BE IT RESOLVED as follows:

- A. This resolution rescinds the award of a contract to Applied Landscape Technologies which was authorized by the City Council’s Resolution #14 of 1 July 2011, for the reasons stated herein; and,
- B. The City Council requests the Administration to take the appropriate action to effectuate this Resolution, and to take whatever additional action is necessary to reap the benefits of the recent approvals of the DEP relating to the decrease in elevation at 1600 Park; and,
- C. This resolution shall take effect immediately upon passage.

Meeting of: 21 December 2011

APPROVED:

APPROVED AS TO FORM:

Arch Liston, Business Administrator

Mark A. Tabakin, Corporation Counsel

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: December 15, 2011

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Arch Liston, Business Administrator
Mark Tabakin, Corporation Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: Rescind Contract for Applied Landscape Technologies

As you know, in July the City met with the representatives of the Department of Environmental Protection (DEP), where the DEP expressed new flexibility in environmental remediation measures that will allow us to significantly lower the height of the retaining wall and field previously designed, while still maintaining the necessary environmental remediation controls. Although the field will still be elevated somewhat, these revisions to the design will allow us to make the field more visually connected to the waterfront and roadways around the site.

The City has been actively working with the landscape architect and the planning and engineering consultants to create conceptual design options for the site. In doing so, the conceptual designs (on display at City Hall) confirm that the change in design will change the scope of work significantly, as was presented by Remington and Vernick in the attached letter dated August 12, 2011. The revision to the scope will include not only reducing quantities of items already in the bid but also adding additional technical work that was not previously part of the bid (i.e., movement of contaminated soils, paving, etc.) Therefore, it is necessary to rescind the contract with Applied Landscape Technologies and rebid the project upon completion of the new design drawings. This firm was the lowest bidder and the bid was awarded to them at the July 1st City Council meeting.

The resolution to rescind the bid is on this week's agenda. Please let me know if you have any questions regarding this issue.

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vona, PE, PP, CME (deceased 2008)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4207 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick
& Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

August 12, 2011

Ms. Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: 1600 Park Artificial Turf field
City of Hoboken, Hudson County
Our File: 0905T015

Dear Ms. Forbes:

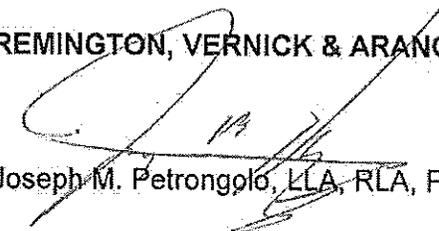
As you are aware, we met onsite with a representative of New Jersey Department of Environmental Protection to review the project and the environmental constraints thereof. Due to the opportunity provided to us by the NJDEP representative, we will be able to redesign the site to lower the elevation of the soccer field, thereby significantly reducing, if not eliminating, the wall. This opportunity also allows us to consider design alternatives for the overall layout of the park. Given the above revisions, this will be a significant change to the scope of work, necessitating the need to reject all bids and re-bid the project upon completion of the new design drawings.

We hereby rescind our June 29, 2011, award recommendation letter (copy attached).

If you have any questions, feel free to contact our office.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS


Joseph M. Petrongolo, LLA, RLA, PP

JMP/KT

cc: James J. Farina, City Clerk

Earning Our Reputation Every Day Since 1901
www.rve.com

Sponsored By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON www.GOVDEALS.com, (AN ONLINE AUCTION WEBSITE)

Whereas, the City of Hoboken has determined that surplus items including but not limited to: one 1987 Seagrave Ladder Fire Truck; one 1998 Ford Van; two 2004 Dodge Dakota Trucks; one 1995 Ford Crown Victoria; two 2000 Ford Crown Victorias; one 1992 Cushman; three 2001 Cushmans; two 2002 Harley Davidson motorcycles; and seven 2003 Harley Davidson motorcycles; and

Whereas, the State of New Jersey permits the sale of surplus property no longer needed for public use through the use on an online auction services, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

Whereas, the City of Hoboken has the property listed in Schedule A, attached to this Resolution and desires to sell this property online through www.govdeals.com.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the City of Hoboken is authorized to post an offer to sell the items listed on schedule A, on an auction website as follows:

Online Auction Site: www.govdeals.com

Start Date: _____, 2011 (see Schedule A)

End Date: _____, 2011 (see Schedule A)

Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.

Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: _____, Hoboken, New Jersey 07030.

Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.

Other Terms: All items are being sold "as is, where is."

Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have made prior.

Minimum Bid: There is no minimum bid and no reserve requirements for the vehicles to be auctioned.

Meeting Date: December 21, 2011

Reviewed by:

Approved as to form:

Arch Liston, Business Administrator

Mark A. Tabakin, Corporation Counsel

Schedule A

1. **Auction 1:** 1987 Seagrave Ladder Fire Truck, HT-07DF VIN#: 1F9FU38H6HCST2054
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

2. **Auction 2:** 1998 Ford Van VIN#: 1FTSS34F2WHA25737
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

3. **Auction 3:** 2004 Dodge Dakota VIN#: 1D7HG12K14S654623
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

4. **Auction 4:** 2004 Dodge Dakota VIN#: 1D7HG12K34S654624
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

5. **Auction 5:** 1995 Ford Crown Victoria VIN#: 2FALP71W4SX196295
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

6. **Auction 6:** 2000 Ford Crown Victoria VIN#: 2FAFP71W8YX102165
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

7. **Auction 7:** 2000 Ford Crown Victoria VIN#: 2FAFP71W1YX102167
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

8. **Auction 8:** 1992 Cushman 470 VIN#: 16UMH327NL000614
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

9. **Auction 9:** 2001 Cushman VIN#: 1CHMH66601L000152
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

10. **Auction 10:** 2001 Cushman VIN#: 1CHMH66631L000176
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

11. **Auction 11:** 2001 Cushman VIN#: 1CHMH66601L000491
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

12. **Auction 12:** 2002 Harley Davidson Motorcycle VIN#: 1HD1FHW132Y646007
 Bid Start: _____ (DATE AND TIME)
 Bid Stop: _____ (DATE AND TIME)

13. **Auction 13:** 2002 Harley Davidson Motorcycle VIN#: 1HD1FHW142Y646372
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
14. **Auction 14:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW113Y715892
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
15. **Auction 15:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW183Y716263
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
16. **Auction 16:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW1X3Y722520
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
17. **Auction 17:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW123Y721961
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
18. **Auction 18:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW123Y722611
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
19. **Auction 19:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW193Y722900
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)
20. **Auction 20:** 2003 Harley Davidson Motorcycle VIN#: 1HD1FHW133Y722701
Bid Start: _____ (DATE AND TIME)
Bid Stop: _____ (DATE AND TIME)

**RESOLUTION
FOR ADOPTING CHANGES TO
AN EXISTING DEFERRED COMPENSATION PLAN PURSUANT TO THE
FINAL INTERNAL REVENUE CODE SECTION 415 REGULATIONS, PENSION PROTECTION
ACT OF 2006, THE HEROES EARNINGS ASSISTANCE AND RELIEF TAX ACT OF 2008 AND THE
WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008**

WHEREAS, the _____ (hereinafter referred to as the "Employer") by resolution adopted a Deferred Compensation Plan (hereinafter referred to as the "Plan") effective _____, for the purpose of making available to eligible employees the accrual of tax benefits under a Section 457 Deferred Compensation Plan; and

WHEREAS, the Employer by resolution retained The Variable Annuity Life Insurance Company ("VALIC") as the contractor under the Deferred Compensation Plan and executed a Service Agreement with said contractor; and

WHEREAS, the final Internal Revenue Code ("Code") Section 415 regulations, Pension Protection Act of 2006 ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA") amended Section 457 of the Code; and

WHEREAS, State and local governmental Section 457(b) plan sponsors must amend their plans to comply with the PPA legislative changes by the last day of the 2011 plan year;

WHEREAS, the Employer desires its Plan to conform with the changes in the Code; and

WHEREAS, the Employer desires to adopt an amended and restated Plan that conforms with the changes in the Code; and

WHEREAS, such amended and restated Plan shall supersede the previously adopted Plan;

NOW, THEREFORE, BE IT RESOLVED that the Employer does hereby adopt the amended and restated Plan prepared by VALIC and assigned Plan Document identifier 81-PD-VALIC-103111 by the Director of the Division of Local Governmental Services.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Director of the Division of Local Government Services.

I, _____,
of the Employer, in the County of _____ and the State of New Jersey, do hereby certify
the foregoing to be a true and correct copy of a RESOLUTION adopted by the Employer on the ____ day of
_____, 20____.

Witness my hand and seal of the Employer on the ____ day of _____, 20____.

Signature

SPECIMEN
SECTION 457(b) DEFERRED COMPENSATION PLAN

GOVERNMENTAL EMPLOYERS

This specimen plan document is intended to meet the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, that is sponsored by a governmental employer, as defined thereunder. This document is provided for consideration by the employer and its legal counsel. Modifications may be required depending on the specific facts and circumstances of the employer, including any applicable state or local laws, rules or regulations regarding deferred compensation or retirement benefits for governmental employees. VALIC cannot and does not provide legal or tax advice.

DEFERRED COMPENSATION PLAN
(New Jersey Governmental)

ARTICLE I. INTRODUCTION

- 1.01 Establishment of Plan. _____ (hereinafter the "Employer"), a body of politic of the State of New Jersey, hereby establishes (or amends and restates, as applicable) the _____ Deferred Compensation Plan (hereinafter the "Plan"). The Plan is intended to qualify as an eligible deferred compensation plan under section 457(b) of the Internal Revenue Code of 1986, as amended.
- 1.02 Purpose of the Plan. The purpose of this Plan is to provide an optional benefit to Employees whereby a designated amount of the Participant's Compensation is withheld each month by the Employer and invested at the discretion of and in a manner approved by the Employer until one of the specified events occurs which permits all or part of the monies withheld, together with earnings, if any, to be payable to the Participant or Beneficiary. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

- 2.01 Plan Effective Date. ("Effective Date.") (Check one.)
- This Plan is being established by the Employer effective _____, _____.
- This Plan amends and restates the Plan previously established by the Employer and is effective _____, _____. The Plan was originally established by the Employer effective _____.
- 2.02 Unforeseeable Emergency Withdrawals. (Check one.)
- Yes. Withdrawals under Section 8.08 shall be available under this Plan. (Check one.)
- Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or, if applicable, (c) _____, _____ (insert date that this option was first available, if such date was later than August 17, 2006).

Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.

No. Withdrawals under Section 8.08 shall not be available under this Plan.

2.03 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 8.10. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code §411(a)(11)(A) (currently \$5,000).

No. Section 8.10 shall not apply to this Plan.

2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 8.11. (Check one.)

Yes, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.

No. Section 8.11 shall not apply to this Plan.

2.05 Loans. (Check one.)

Yes, loans are allowed and Article XI shall apply to this Plan.

No, loans are not allowed and Article XI shall not apply to this Plan.

2.06 Distributions to Individuals in Uniformed Services. (Check one.)

The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 8.12 shall not apply to this Plan.

Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 8.12).

2.07 Deductions from Distributions to Eligible Retired Public Safety Officers.
(Check one.)

- For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 8.13, to have up to \$3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.
- The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 8.13.

2.08 Non-spousal Beneficiary Rollovers. As described in Section 10.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)

- Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.
- Non-spousal Beneficiary rollovers are allowed effective _____, _____ (insert date not earlier than January 1, 2007 and not later than December 31, 2009).

2.09 Required Minimum Distributions for 2009. (Check one of the boxes in each of subsections a and b, below. If none of the boxes in a subsection is checked, the first option shall apply to the Plan.)

- (a) For purposes of 2009 required minimum distributions:
 - This option reflects VALIC standard operations during 2009.** The provisions of Section 8.05(a) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).
 - The provisions of Section 8.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
 - The provisions of Section 8.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).

Other:

Not applicable (Plan established as a new Plan after 2009).
(Do not complete subsection (b), below.)

(b) For purposes of Section 8.05(d), the Plan will treat the following as eligible rollover distributions in 2009:

This option reflects VALIC standard operations during 2009. A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code section 401(a)(9)(H).

Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.

Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(H).

2.10 Optional Benefit Accruals under HEART Act. (Check one.)

The optional benefit accrual provisions described in Section 5.09 for individuals who die or become disabled while performing qualified military service shall not apply.

The optional benefit accrual provisions described in Section 5.09 for individuals who die or become disabled while performing qualified military service shall apply effective _____, _____ (insert date not earlier than first day of 2007 Plan Year).

ARTICLE III. DEFINITIONS

3.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any amounts accepted as a transfer under Section 10.01, any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.

- 3.02 Administrator: The official or officials of the Employer appointed by resolution of the Employer to administer the Plan and bear fiduciary responsibilities hereunder.
- 3.03 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provides for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 3.04 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 3.05 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 3.06 Contractor: The Variable Annuity Life Insurance Company, VALIC Retirement Services Company or such other entity as the Employer designates to perform administrative services under this Plan.
- 3.07 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 10.01, or any other amount that the Employer agrees to credit to a Participant's Account, and that does not exceed the Maximum Limitation.
- 3.08 Deferred Compensation Agreement: A Joinder Agreement entered into between an Employee and the Employer under which an Employee participates in the Plan, including any amendments or modifications thereof. Such Deferred Compensation Agreement shall fix the amount of Deferred Compensation, specify the Participant's Investment Option or Investment Options with respect to his Deferred Compensation, designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference.

- 3.09 Director: The Director of the Division of Local Government Services, Department of Community Affairs, of the State of New Jersey.
- 3.10 Eligible Retirement Plan: A plan described in section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to section 457(e)(16) of the Code.
- 3.11 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in section 402(c)(4) of the Code.
- 3.12 Employee: Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For years beginning after December 31, 2008, the term Employee also includes an individual receiving “differential wage payments,” as that term is defined in Section 3.13 (Includible Compensation), from the Employer.
- 3.13 Includible Compensation: For a taxable year, the Participant’s compensation, as defined in Code section 415(c)(3), for services performed for the Employer. For years beginning after 2008, Includible Compensation shall include “differential wage payments,” as defined in Code section 3401(h)(2) (a payment by the Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer). The amount of Includible Compensation shall be determined without regard to any community property laws.
- 3.14 Investment Option: A form of investment made by the Administrator on behalf of the Employer and approved by the Director and approved for sale by the New Jersey Insurance Department of one or more of the following types: (1) a group fixed annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (2) a group variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; (3) a combination group fixed and variable annuity contract issued by an insurance company authorized to do business in the State of New Jersey; or (4) shares of regulated investment company stock (*i.e.*, mutual fund shares).
- 3.15 Normal Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan. For years beginning after 2008, Normal Compensation shall include “differential wage payments,” as that term is defined in Section 3.13 (Includible Compensation).

- 3.16 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 6.01(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under section 415(b)(2)(H)(ii)(I) of the Code, then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70 1/2.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 6.01(b), his Normal Retirement Age may not be changed.

- 3.17 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 3.18 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 3.19 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years after 2008, solely for purposes of the withdrawal restrictions of Code section 457(d)(1)(A), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in Code section 3401(h)(2)(A). For years prior to 2002, references in this Plan to Severance from Employment shall mean the Participant's severance of the Participant's employment with the Employer, within the meaning of Code section 402(e)(4)(D)(i)(III), rather than termination of the Participant's employment relationship with the Employer.

ARTICLE IV. ADMINISTRATION

- 4.01 Duties of the Administrator. This Plan shall be administered under the direction of the Administrator who shall represent the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power and authority to issue directives affecting the administration of the Plan or to otherwise interpret the provisions of same, provided such action is not inconsistent with P.L. 1977, C. 381, P.L. 1980, C. 78, or regulations promulgated thereunder. Any decision of the Administrator with respect to the administration of the Plan shall be final. The Administrator shall have the authority to make any discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan; provided, however, that no person acting as Administrator may participate in any discretionary decision directly affecting his individual participation in the Plan.
- 4.02 Duties of the Contractor. The Contractor appointed by the Employer shall perform such nondiscretionary administrative functions in connection with the Plan as shall be set forth in its agreement with the Employer, including the maintenance of Participants' accounts and the provision of periodic reports of the status of each Account to the Administrator which reports shall remain the property of the Employer. All records regarding participation, the amount of deferrals, account balances, withdrawals, and any other information regarding a Participant's account shall be held confidential by the Contractor, the Administrator, and any other persons performing services in connection with the Plan. Summary plan information, including, but not limited to, cash flow analysis, investment reports, audits and quarterly reports, shall be made available by the Administrator and Contractor upon a written request from a Participant or the Director.
- 4.03 Contractor Disclosure. The Contractor must fully disclose to the Administrator, and to the Employees where appropriate, the fees charged by the Contractor, the fee and commission structure of the Contractor, the investment program offered by the Contractor, and any other pertinent information which the Employer may need in evaluating the Contractor's fee and service.

All service agreements or contracts entered into by the Employer shall contain termination clauses with respect to transfers of assets or responsibility under the Plan.

Any and all policies, contracts, or other legal documents executed by the Employer and any Contractor must be kept in a safe and secure place by the Administrator; the Administrator shall not permit a Contractor to keep the original and all copies of any policies, contracts, or other legal documents.

- 4.04 Annual Audit. The Employer's audit must be submitted within six (6) months of the conclusion of its fiscal year. The audit of the Employer's Plan is included as part of the annual audit of the Employer's books, accounts and financial transactions.

The Contractor shall transmit to the Employer a summary of financial data in a statement form giving a full accounting of the Plan transactions occurring during the Employer's fiscal year, including beginning and ending fund balances. The accounting must also reflect the amount of each Participant's account, the date of each contribution, the beginning and ending fund balances under each Investment Option chosen, earnings and/or losses incurred, administrative charges and fees assessed, any transfer made among Investment Options, the amount of any deposits and withdrawals, and any and all adjustments made to the account. The Contractor shall submit to the Employer applicable confirmation statements or applicable Plan statements, together with its most recent audit report of independent auditors. At the request of the Employer, the Contractor shall make available details of all transactions for each Participant.

The Contractor shall furnish annually to the Director and to the Administrator a copy of the Contractor's Statement of Accounting Standards (SAS) 70 Report, as defined by the American Institute of Certified Public Accountants (AICPA).

The Contractor must further certify to the Director that the annual accounting data supplied to the Employer is accurate and complete.

The independent registered municipal accountant shall evaluate the Employer payroll records and Deferred Compensation Agreements against the information transmitted by the Contractor. The independent registered municipal accountant shall make an appropriate statement and express limited assurances thereon.

The assertions may be made a part of the Employer's annual audit pursuant to N.J.S.A. 40A:5-4 in addition to being transmitted under separate cover to the Director in accordance with AICPA's Statement on Standards for Accounting, Review Services 1 as defined in "Review of Financial Statement."

- 4.05 Conflict of Interest and Related Matters: No Employee or official of the Employer (or any family member of such person or business in which such person has a 10% or greater proprietary interest) shall have any interest, financial or otherwise, in any contract entered into by the Employer relating to the administration of the Plan. The Employer may not enter into a contract with a Contractor that pays money to an organization of which the Employer is a member for endorsement of the Contractor's Plan. There shall be no collusion, or evidence or appearance

of collusion, between any Employee or official of the Employer, and any official or employee of any contractor, vendor, insurance company, bank, consultant, brokerage firm or any other firm that has attempted to solicit or that has been awarded a contract by the Employer. No organization seeking to be a Contractor shall by any means solicit Employees to participate in the Plan or support the efforts of that organization to become a Contractor or, without the knowledge and express written consent of the Employer, otherwise communicate with a prospective Participant.

- 4.06 Nondiscrimination. Any organization seeking to be a Contractor shall certify to the Director, as part of the solicitation of documents specified in N.J.A.C. 5:37-7.7, that it does not discriminate in its employment or investment policies and practices.

ARTICLE V. PARTICIPATION IN THE PLAN

- 5.01 Initial Participation. An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer. An Employee may become a Participant as of the first day of any calendar month by entering into a Deferred Compensation Agreement with respect to compensation not yet paid or made available. A new Employee may become a Participant on the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment with respect to compensation not yet paid or made available. The Deferred Compensation Agreement shall defer compensation not yet paid or made available, and each Deferred Compensation Agreement must be made before the beginning of the month in which it is to become effective or, with respect to a new employee, on or before the first day of employment. An Employee is not precluded from becoming a Participant by reason of having received a pre-1997 cash-out distribution (upon separation from service) of \$3,500 or less from a Code section 457(b) plan.
- 5.02 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum of twenty dollars (\$20.00) per payroll period or such greater amount as may be required under the Investment Option(s) selected in the Participant's Deferred Compensation Agreement.
- 5.03 Amendment of Deferred Compensation Agreement. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. A Participant and Employer may execute only one Deferred Compensation Agreement per calendar year. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Employer.

- 5.04 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Normal Compensation in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 5.05 Recommencement of Participation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 5.04, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month as to which it is to be effective.
- 5.06 Leave of Absence. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 5.07 Deferrals of Sick, Vacation, and Back Pay. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an employee on the date the amounts would otherwise be paid or made available.
- 5.08 Deferrals of Amounts Paid After Severance from Employment. Subject to the approval of the Employer:
- (a) An Employee may elect to defer certain amounts that are paid after Severance from Employment, but only if such amounts are
 - (i) paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of Severance from Employment, and
 - (ii) one of the following types of compensation:
 - (1) regular compensation for services rendered by the Employee (including base pay, overtime, shift differential, commission, bonus or other similar pay), so long as these amounts would have been paid to the Employee prior to termination of employment if the Employee had not had a Severance from Employment; or

- (2) payments for accrued but unused sick, vacation or other leave, but only if the Employee would have been able to use such leave if employment had continued.
- (b) An Employee may also elect to defer amounts paid to the Employee during periods when the Employee is not performing services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)), but only to the extent those payments do not exceed the amount the Employee would have received if the Employee had continued to perform services for the Employer rather than entering qualified military service.
- (c) An Employee may also elect to defer amounts paid to the Employee during a period when the Employee is not performing services for the Employer because the Employee is permanently and totally disabled (as that term is defined in Code section 22(e)(3)), so long as either:
 - (i) the Employee was not a highly compensated employee (as defined in Code section 414(q)) immediately before becoming permanently and totally disabled, or
 - (ii) the plan under which the disability payments are made provides for payments to all Employees who are permanently and totally disabled for a fixed or determined period.

5.09 Compliance with HEART Act. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. If (and only if) the Employer elects in Section 2.10, then effective as of the date elected, the Plan shall treat an individual who dies or becomes disabled (as defined in Code section 72(m)(7)) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. The Plan will determine the amount of Elective Deferral Contributions of an individual treated as employed under this section for purposes of applying Code section 414(u)(8)(C) on the basis of the individual's average actual Elective Deferral Contributions for the lesser of (i) the 12-month period of service with the Employer immediately prior to the qualified military

service or (ii) the actual length of continuous service with the Employer.

ARTICLE VI. DEFERRALS

6.01 Maximum Limitation. The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 10.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

(a) Normal Limitation. The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 6.01(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section 6.01(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to section 457 of the Code.

(b) Catch-Up Limitation. For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:

(1) twice the applicable dollar amount (as described in Section 6.01(c) below); or

(2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.

For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.

(c) Applicable Dollar Amount. For contributions in 2002 and subsequent years, the applicable dollar amount shall be the amount determined in accordance with the following table:

<u>For taxable years beginning in calendar year:</u>	<u>The applicable dollar amount:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000

In the case of taxable years beginning after December 31, 2006, the applicable dollar amount shall be adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code. The applicable dollar amount for 2011 calendar year is \$16,500 and for the 2012 calendar year is \$17,000.

- (d) Coordination with Other Plans. For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under section 457(b) of the Code shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under sections 403(b), 402(e)(3), or 402(h)(1)(B) or (k) of the Code, or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under section 501(c)(18) of the Code.
- (e) Age-Based Catch-Up Contributions. In addition to any other limit set forth in this section, and subject to any limitations that may be imposed under present or future federal tax laws and rules, a Participant who will attain age 50 in the calendar year may contribute an additional amount in such year or a subsequent year, according to the following schedule:

<u>Year of Contribution:</u>	<u>Additional Catch-Up Amount:</u>
Prior to 2002	\$ 0
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 and later	\$5,000

In the case of taxable years beginning after December 31, 2006, the additional catch-up amount shall be adjusted for cost-of-living increases in accordance with section 414(v)(2)(C) of the Code. The additional catch-up amount for the 2011 and 2012 calendar years is \$5,500.

- (f) Coordination of Catch-Up Contributions. A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
 - (g) Excess Deferrals. Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.
- 6.02 Timing. The amount of compensation deferral specified by each Participant in the Participant's Deferred Compensation Agreement shall be deferred by the Employer at the end of each pay period. Amounts withheld from the employees shall be turned over to the Contractor for investment within 72 hours, exclusive of Sundays and holidays, from the time the funds are withheld from the Participant.
- 6.03 Withholding. Notwithstanding any other provision in the Plan, the amount of Deferred Compensation credited to a Participant's Account pursuant to his Deferred Compensation Agreement shall not reduce or affect the amounts otherwise properly withheld and deducted from Normal Compensation for New Jersey Gross Income Tax, pensions, Social Security, Insurance and other fringe benefits. However, the computation of Federal Income Tax withholding shall be made after giving effect to the amount of Deferred Compensation to be credited to the Participant's Account subject to the limitations of Section 6.01.

ARTICLE VII. INVESTMENT OF DEFERRED COMPENSATION

- 7.01 Annuity Contracts and Other Plan Investments. For the purposes of measuring and satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of each Participant's Deferred Compensation in an Investment Option or Investment Options as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 7.03 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held

in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.

7.02 Crediting of Accounts. The Participant's Account shall reflect the amount and value of any investment of the Participant's Deferred Compensation. It is anticipated that the Employer's investments with respect to a Participant shall conform to the Investment Option(s) selection made in the Participant's Deferred Compensation Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation; provided, however, that the Employer shall not cause any Deferred Compensation which has been invested in accordance with a Participant's selection of an Investment Option or Investment Options to be liquidated and reinvested under a different Investment Option except at the request of a Participant and in accordance with regulations or rulings promulgated under N.J.A.C. 5:37-9.2. Each Participant shall receive periodic reports, not less frequently than quarterly, showing: the value of his Account and the value of the entire Plan as of the end of the calendar year or other accounting period for which the report is made; the Participant's Account balance as of the end of the preceding accounting period; the amount of compensation deferred during the accounting period; and the amount of income, gains or losses credited to the Participant's Account during the accounting period. The Contractor shall credit to the Plan and to each Participant's Account the return or loss on investment no less than once per month, except for annuity programs.

7.03 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts, or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of section 457(g)(1) of the Code. The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator

or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

- 7.04 Employer Liability. The benefits paid to a Participant or Beneficiary pursuant to Article VIII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and neither the Employer nor the Contractor shall be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 7.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, if so elected by the Employer, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Employer and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

ARTICLE VIII. BENEFITS

- 8.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 8.03.
- 8.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 8.01.

8.03 Payment Options. A Participant (or a Beneficiary as provided in Section 8.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the limitations set forth in Section 8.04:

- (a) life annuity;
- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years (once this payment option is chosen, neither the amount of the payments nor the period over which the payments are taken can be changed);
- (h) withdrawals of a specified amount (once this payment option is chosen, neither the amount of the payments nor the period over which the payments are taken can be changed); or
- (i) any other method of payment agreed upon between Participant and Employer and accepted by the Contractor.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

8.04 Required Minimum Distributions.

- (a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) and any additional Code limitations applicable to the Plan. The provisions of this section shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under

section 401(a)(9) of the Code. Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

- (b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f)), below), distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under

paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of section 401(a)(9) of the Code.

- (c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as

follows:

(a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph (d)(1) and subsection (2).
- (4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30

of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 3.04 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the regulations.
- (2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31 of that distribution calendar year.
- (3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the regulations.
- (4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar

year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (5) “Required beginning date” means April 1st of the calendar year following the later of:
 - (a) the calendar year in which the Participant attains age 70-1/2; or
 - (b) the calendar year in which the Participant retires.
- (f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (b), or by September 30 of the calendar year which contains the fifth anniversary of the Participant’s (or, if applicable, the surviving spouse’s) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

8.05 2009 Required Minimum Distributions (“RMDs”).

- (a) Continuation of RMDs for Participants Receiving Installment Payments Unless Otherwise Elected by the Participant; Suspension of RMDs for All Other Participants. This paragraph applies if elected by the Employer in Section 2.09 or if no election is made by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009

RMD shall be suspended in accordance with Code section 401(a)(9)(H).

- (b) Continuation of RMDs for All Participants Unless Otherwise Elected by the Participant. This paragraph applies if elected by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- (c) Continuation of RMDs for All Participants Unless Otherwise Elected by Participants Receiving Installment Distributions. This paragraph applies if elected by the Employer in Section 2.09. Notwithstanding the provisions of Code section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiaries receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.
- (d) Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Section 2.09, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.09, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code section 401(a)(9)(H)

8.06 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under a payment option, the guaranteed or remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must

comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. If the Beneficiary does not continue to live for the remaining period of payments under the payment option, then the remaining benefits under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

- 8.07 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 8.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.
- 8.08 Unforeseeable Emergency Withdrawals. If the Employer so elects under Section 2.02, then in the event of an unforeseeable emergency, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency need. The Employer may establish written guidelines for nondiscretionary unforeseeable emergency determinations to be made by the Contractor.

The regulations under section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, *e.g.*, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable

deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 8.08, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Unless otherwise elected under Section 2.02, then effective as of August 17, 2006, a Participant's unforeseeable emergency includes a severe financial hardship of the Participant's primary beneficiary under the Plan, that would constitute an unforeseeable emergency if it occurred with respect to the Participant's spouse or dependent as defined under Code section 152. For purposes of this section, a Participant's "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

8.09 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.

8.10 Participant's Election to Receive In-Service Distribution. If the Employer so elects under Section 2.03, a Participant may elect to receive an in-service distribution of the total amount payable to the Participant under the Plan if:

- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 8.10 or under Section 8.11.

- 8.11 Distribution without Participant's Consent. If the Employer so elects under Section 2.04, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:
- (a) such amount does not exceed \$1,000,
 - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 8.11 or under Section 8.10.
- 8.12 Distributions to Individuals Performing Service in Uniformed Services. If (and only if) elected by the Employer under Section 2.06, a Participant who is deemed to have incurred a Severance from Employment on account of performing services in the uniformed services (as defined in chapter 43 of title 38, United States Code) for a period of active duty of more than 30 days may elect to receive a distribution of all or a portion of the Participant's Account under the Plan. However, the Plan will not distribute the Participant's Account without the Participant's consent. If the Participant elects to receive a distribution under this provision, the Participant may not elect to defer Compensation to the Plan during the 6-month period beginning on the date of the distribution.
- 8.13 Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise under Section 2.07, for distributions in taxable years beginning after December 31, 2006, an "Eligible Retired Public Safety Officer" may elect annually for that taxable year to have the Plan (i) deduct an amount from the distribution which the Eligible Retired Public Safety Officer otherwise would receive (and include in income) and (ii) pay such deducted amounts directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract. The amount deducted (and paid to the provider) may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code section 402(l). For purposes of this section: (i) an "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer, (ii) a "Public Safety Officer" has the same meaning as in section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, and (iii) the term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse and dependents, by an accident or health plan or a qualified long-term care insurance contract (as defined in Code section 7702B(b)).

ARTICLE IX. NON-ASSIGNABILITY

9.01 In General. Except as provided in Section 9.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable; nor shall any unpaid benefits be subject to attachment, garnishment, or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent required by law.

9.02 Domestic Relations Orders.

- (a) Allowance of Transfers. Notwithstanding Section 9.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.
- (b) Release from Liability to Participant. The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Contractor has been provided with satisfactory evidence that the Employer and the Contractor are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Contractor from any claim with respect to such amounts, in any case in which (i) the Employer or Contractor has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the

jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Contractor to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Contractor from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Contractor if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).

- (c) Participation in Legal Proceedings. The Employer and the Contractor shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Contractor to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Contractor shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.
- (d) Effective April 6, 2007, a domestic relations order will not fail to be a domestic relations order (1) solely because the order is issued after, or revises, another domestic relations order; or (2) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to domestic relations orders.

ARTICLE X. TRANSFERS

10.01 Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 10.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation

plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this Section 10.01(a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 6.01, except that, for purposes of applying the limit of Section 6.01, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

- (b) Permissive Service Credit Transfers. Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 10.01(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 10.01(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

- 10.02 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall

be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

10.03 Non-spousal Beneficiary Rollovers.

- (a) For distributions after December 31, 2009, and unless otherwise elected in Section 2.08, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a “designated beneficiary” under Code section 401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer (“direct rollover”), all or any portion of his distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.
- (b) Although a non-spouse Beneficiary may roll over directly a distribution as provided in paragraph (a) above, any distribution made prior to January 1, 2010, is not subject to the direct rollover requirements of Code section 401(a)(31) (including Code section 401(a)(31)(B), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for an indirect “60-day” rollover.
- (c) If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a “designated beneficiary” within the meaning of Code section 401(a)(9)(E).
- (d) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. section 1.401(a)(9)-3, A-4(c), in determining the required

minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

ARTICLE XI. LOANS

If the Employer so elects under Section 2.05, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Annuity Contract or other Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Code section 72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

- 12.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code and applicable regulations; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. Prior to effectuating any material amendment to the Plan, the Administrator shall notify all Participants in writing setting forth the nature of the amendment, why it is being made, and likely impact on Participants. If the amendment will have any adverse impact on Participants, they shall have the right to modify their Deferred Compensation Agreements as provided in Article V to reduce or eliminate that impact. Participants shall thereafter receive their Normal Compensation and benefits shall be paid as provided in Article VIII. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan.
- 12.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.
- 12.03 Director Approval. Any amendment made to this Plan must be submitted to the Director for approval prior to implementation, together with a

resolution of the governing body of the Employer adopting the amendment.

ARTICLE XIII. USERRA

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE XIV. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XV. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

ARTICLE XVI. APPLICABLE LAW

16.01 State and Federal Law. This Plan shall be construed under the laws of the State of New Jersey and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under section 457 of the Code. The provisions of this Plan shall be interpreted wherever possible in conformity with the requirements of that section. This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

16.02 Contract Approval. Every contract or agreement entered into by the Employer pursuant to this Plan is subject to the rules and regulations of the Division of Local Government Services and such rules and regulations to the extent applicable are made a part hereof.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed by its duly authorized officer on this _____ day of _____, _____.

Employer Name: _____
Please Print

By: _____

Name: _____

Title: _____

Attest

By: _____

Name: _____



The Variable Annuity Life Insurance Company
P.O. Box 15648
Amarillo, TX 79105

VALIC Specimen Section 457(b) Plan Document Changes

The following summary highlights the material changes made to the VALIC specimen 457(b) plan document for use by New Jersey governmental employers:

Section 1.01, Establishment of Plan. The opening paragraph has been modified to reflect that this document may be used to establish a new plan or to amend and restate an existing plan.

Sections 2.02 and 8.08, Unforeseeable Emergency Withdrawals. If the Employer elects (in Section 2.02) to allow unforeseeable emergency withdrawals under Section 8.08 of the Plan, then the Employer may also elect whether to allow such distributions on account of an illness, accident or funeral expense of the Participant's primary Beneficiary.

Sections 2.06 and 8.12, Distributions to Individuals Performing Service in the Uniformed Services. The Employer may elect (in Section 2.06) to allow distributions by individuals on military leave, but participants who elect such distributions (if allowed) will be subject to a 6-month suspension of deferrals.

Sections 2.07 and 8.13, Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise (in Section 2.07), a Participant who qualifies as an eligible retired public safety officer may elect to have up to \$3,000 of an otherwise taxable distribution withheld and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract.

Sections 2.08 and 10.03, Non-spousal Beneficiary Rollovers. Under the Pension Protection Act of 2006, plans had the option to allow a non-spouse beneficiary to make a direct rollover to an "inherited" IRA (for distributions after 2006). Under later legislation, this provision became mandatory (for distributions after December 31, 2009). The Employer may elect (in Section 2.08) to allow such rollovers by non-spouse Beneficiaries as of a date earlier than January 1, 2010, but not earlier than January 1, 2007.

Sections 2.09 and 8.05, 2009 Required Minimum Distributions ("RMDs"). These sections were added to reflect the optional waiver of the minimum distribution requirements (under Code Section 401(a)(9)) for the 2009 calendar year. The Employer must indicate (by making the appropriate elections in Section 2.09) how the Plan handled required minimum distributions for 2009, and what distributions were eligible for direct rollover.

Section 2.10 and 5.09, Optional Benefit Accruals under HEART Act. Under the HEART Act, governmental 457(b) plans may, but are not required to, treat certain Participants who die or become disabled while on active duty in the uniformed services as if they had returned to work on the day before their date of death or disability (such that they would be entitled, under USERRA, to any additional benefit accruals attributable to their period of military service). If the Employer wishes to provide for this "optional" benefit accrual, the Employer should check the second box in Section 2.10 and indicate the effective date of the provision (which cannot be earlier than the first day of the 2007 plan year).

Section 3.12, Employee. Under the HEART Act, for years beginning after 2008, the term "Employee" also includes an individual on military leave who is receiving "differential wage payments," as defined in Section 3.13.

Section 3.13, Includible Compensation. Under the HEART Act, for years beginning after 2008, Includible Compensation must include "differential wage payments" (payments by the Employer to Employees on active duty in the uniformed services for a period of more than 30 days).

Section 3.15, Normal Compensation. For years beginning after 2008, "Normal Compensation" also includes "differential wage payments," as defined in Section 3.13.

Section 3.19, Severance from Employment. Under the HEART Act, for years after 2008, for purposes of the withdrawal restrictions under Section 457(b) (which normally prohibit distributions before severance from employment or attainment of age 70 ½), an individual is “treated” as having a severance from employment during any period the individual is performing service in the uniformed services. However, the Employer may elect, in Section 2.06, whether to permit distributions to such individuals.

Section 5.01, Initial Participation. This section has been modified to clarify that (i) a Participant may only defer compensation that is not yet paid or made available to the Participant, and (ii) an Employee is not precluded from participating solely because the Employee received a pre-1997 cash-out distribution of a small account from a Section 457(b) plan.

Sections 5.07 and 5.08, Deferrals of Sick, Vacation and Back Pay and Deferrals of Amounts Paid after Severance from Employment. *Before* a Severance from Employment, Participants may elect to defer accumulated sick, accumulated vacation, and back pay if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. *After* a Severance from Employment, deferrals may be made by former Employees with respect to certain types of compensation if such amounts are paid by the later of 2 ½ months after severance or the end of the calendar year which includes the date of severance. These amounts include regular pay that would have been paid prior to termination if the Participant had not severed employment, and payments for accrued sick, vacation or other leave the Participant would have been able to use if employment had continued. Deferrals may also be made by former Employees with respect to compensation paid to permanently and totally disabled Participants, and with respect to compensation related to qualified military service.

Section 6.01, Maximum Limitation. The applicable dollar amount and the age-based catch-up contribution amounts were updated to reflect the 2011 and 2012 cost-of-living adjustments.

Section 9.02, Domestic Relations Orders. Effective April 6, 2007, the plan may recognize domestic relations orders that were issued after a previous order, or after the Participant’s death.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION AWARDS A CONTRACT TO PREMIERE TECHNOLOGY, INC. FOR INFORMATION TECHNOLOGY SERVICES IN A NOT TO EXCEED AMOUNT OF \$94,000.00

WHEREAS, proposals were received in accordance with the competitive contracting exception to public bidding requirements for Information Technology Services for the City of Hoboken; and,

WHEREAS, three (3) proposals were received, these being:

VENDOR	PROPOSED NTE AMOUNT
Premier Technology Solutions, LLC 324 2 nd Street Pike, Suite 8 Southampton, PA 18966	\$94,000.00
TransTec, LLC 45 Columbia Road Somerville, NJ 08876	\$96,904.00
United Computer Sales and Service, Inc. 100 Dobbs Lane, Suite 208 Cherry Hill, NJ 08034	\$94,220.00

WHEREAS, as a result, the Purchasing Agent, on behalf of the competitive contracting evaluation committee, has recommended that a contract be awarded to Premier Technology Inc. for Information Technology Services to the City of Hoboken, in accordance with Premier Technology Inc.'s proposal and the scope of work detailed in the City's competitive contracting documents.

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

- A. This resolution approves a contract with Premier Technology Inc. for Information Technology Services, pursuant to the City's competitive contracting documents and Premier Technology Inc.'s proposal, for an amount not to exceed Ninety Four Thousand Dollars (\$94,000.00) per year, for an initial two (2) year term, with three (3) one (1) year options to extend at the City's sole discretion; and,
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into a contract and any other steps necessary to effectuate this resolution.
- C. This resolution shall take effect immediately upon passage. The Clerk shall publish and post this resolution according to law and local ordinance.

Meeting of: December 21, 2011

APPROVED:

Arch Liston
Business Administrator

APPROVED AS TO FORM:

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 \$94,000.00 shall be available in the following appropriations:

These funds, the amount which shall be included within the to-be-introduced CY 2012 budget, shall be sufficient to meet the contractual commitment providing for:

Information Technology Services

As awarded to the following vendor:

Premier Technology Solutions, LLC
324 2nd Street Pike, Suite 8
Southampton, PA 18966

I further certify that, subject to adoption of the CY 2012 budget, this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Chief Financial Officer: _____

Date: _____

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE CONTRACT FOR SPECIAL COUNSEL –
RENT CONTROL LITIGATION WITH VICTOR AFANADOR, ESQ. TO
INCREASE THE NOT TO EXCEED AMOUNT PREVIOUSLY AWARDED BY
\$120,000.00**

WHEREAS, the City of Hoboken sought competitive proposals for the position of Special Counsel – Rent Control Litigation, and received a proposal from Victor Afanador, Esq. of Lite DePalma; and,

WHEREAS, the City Council approved a contract with Victor Afanador, Esq. by Resolution dated August 11, 2010 for a one year contract in an amount not to exceed \$50,000.00 Dollars and by Resolution dated February 2, 2011 for an increase in the not to exceed amount by \$50,000.00 for a total not to exceed amount of \$100,000.00; and,

WHEREAS, a contract was entered into between Victor Afanador, Esq. and the City of Hoboken for a one year term in an amount not to exceed Fifty Thousand (\$50,000.00) Dollars for Special Counsel services relating to Rent Leveling litigation in the City of Hoboken, which was then increased to an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, Victor Afanador, Esq. has continuously provided the City with his litigation services relating to the City’s rent leveling cases, and has also provided the City, at the City’s request, with his services relating to the drafting of rent leveling legislation; and

WHEREAS, the additional work which Victor Afanador has provided on behalf of the City has resulted in an increase in the costs of his services, and his services have reached greater than 85% of the City’s original not to exceed amount of One Hundred Thousand (\$100,000.00) Dollars; and

WHEREAS, the City needs to amend its current contract with Victor Afanador to increase the not to exceed amount to take into account the additional work which the City has requested of Mr. Afanador, without any change in the remaining terms of the contract, including, but not limited to, the contract period.

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

1. The above recitals are incorporated herein as thoughtfully set forth at length; and
2. The City Council hereby requests amendment of the City’s contract with Victor Afanador, Esq. for services as Special Counsel – Rent Control Litigation to increase the not to exceed amount by One Hundred Twenty Thousand (\$120,000.00) Dollars so that the total not to exceed amount shall be Two Thousand Twenty (\$220,000.00) Dollars; and,
3. The City Council hereby directs that no other terms of the original agreement be amended, including, but not limited to, the contract term.
4. The City Council directs the Mayor or her agent to take steps to effectuate the recitals herein.
5. This resolution shall take effect immediately.

Meeting of: December 21, 2011

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 **\$120,000.00** is available in the following appropriations:

Special Legal Counsel

These funds, the amount within the introduced CY 2011 budget, are sufficient to meet the AMENDED contractual commitment providing for:

SPECIAL LEGAL COUNSEL – RENT LEVELING LITIGATION

As awarded to the following vendor:

Victor Afanador, Esq.
Lite DePalma
Two Gateway Center
12th Floor
Newark, NJ 07102

I further certify that within the CY 2011 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: _____

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 **\$ 2,451.98**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Wells Fargo Home Mortgage One Home Campus Des Moines, Ia 50328-0001	176/4.1/	90 Garden St	4/11	\$2,451.98

Meeting December 21, 2011

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 33,969.04**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Davenport & Spiotti
Attorneys at Law
219 Changebridge Road
Montville, NJ 07045

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Hughes, David L & Ping Zhang	2/5/CLL35	415 Newark St	\$ 23.95
Pilger, Lauren & Bruce	8/1/C009G	550-564 Newark St	\$ 242.98
Shah, Sachin & Trupti	13/4/C0503	85-89 Harrison St	\$ 780.95
Smith, Bryan E	15/6/C004C	81-87 Jackson St	\$ 103.74
Smith, Bryan E	15/6/C0P15	81-87 Jackson St	\$ 79.90
Lindamood, Charles III	15/6/C005B	81-87 Jackson St	\$ 579.75
Moore, Dennis	18/4/C0P14	70 Adams St	\$ 50.36
Gray, Jennifer	20/6/C002A	81 Grand St	\$ 213.42
Gray, Jennifer	20/6/C0PS2	81 Grand St	\$ 237.25
Massoyan, Kevork	20/6/C002B	81 Grand St	\$ 213.42
Broslaw, David C	25/1/C002P	700 First St	\$ 64.53
Pascale, Dawn	25/1/C003D	700 First St	\$ 22.34
Goldstein, Craig R	25/1/C003M	700 First St	\$ 72.58
Cacace, Cristina	25/1/C003U	700 First St	\$ 258.21
Boss, Timothy	25/1/C004W	700 First St	\$ 191.12
Tocchio, James & Samantha	25/1/C005M	700 First St	\$ 72.58
Lee, Tai-Wei & Liling Lin	25/1/C005P	700 First St	\$ 64.53
Cormack, Michael C	25/1/C005Q	700 First St	\$ 215.64
Siclari, Joseph A & Brigid T	25/1/C008M	700 First St	\$ 33.85
Mehendiratta, Chetan & A Bhandary	25/1/C008Q	700 First St	\$ 18.19
Chudasama, Sonia & A & T Patel	25/1/C009D	700 First St	\$ 2,074.83

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Peachman, Russell & Rachel	25/1/C009M	700 First St	\$ 33.85
Kelly, James & Judith	25/1/C009U	700 First St	\$ 433.05
Zanginger, Jaimee	25/1/C015U	700 First St	\$ 202.00
Choi, Mike	25/1/C16PK	700 First St	\$ 247.66
Onyeberechi, Odunze	36/1/C005L	201 Harrison St/650 2 nd	\$ 1,155.25
McKeown, Diane	38/19/C001A	224 Madison St	\$ 45.17
Martin, Edwin R & Rebecca S	42/7/C0005	215-217 Grand St	\$ 257.74
Sama, Jahir C & Alka J	42/15/C0006	222-32 Clinton St	\$ 540.73
Robinson, Michael T & Nancy E	57/16/C0008	416 Monroe St	\$ 142.11
Rodrigues, Armandio Manuel	67/17/C004C	530-532 Madison St	\$ 178.72
Finnern, Steve & Melanie	70/1/C003I	501-515 Adams St	\$ 64.53
Cho, Yoon Ju	84/14/C004A	730-732 Adams St	\$ 338.45
Barone, Daniel	84/14/C004D	730-732 Adams St	\$ 338.45
Mason, Joseph & Dana	87/13/C006B	824-830 Monroe St	\$ 177.44
Chadda, Sunil	89/12/C0P27	501 Ninth St	\$ 23.95
Watkins, James & Susan	95/1/C0P30	901-909 Madison St	\$ 23.95
Despins			
Owen, Kristen Marie Macdonald	95/25/C005A	900-912 Jefferson St	\$ 1,033.43
Shields Holdings, LLC	115/9.01/C0P49	1317-27 Grand/1326 Clint	\$ 41.43
Shields Holdings, LLC	115/9.01/C0P50	1317-27 Grand/1326 Clint	\$ 41.43
Shields Holdings, LLC	115/9.01/C0P51	1317-27 Grand/1326 Clint	\$ 41.43
Shields Holdings, LLC	115/9.01/C0P52	1317-27 Grand/1326 Clint	\$ 41.43
Shields Holdings, LLC	115/9.01/C0P53	1317-27 Grand/1326 Clint	\$ 41.43
Brandon, Shane	149/1/C0W2H	400-414 Ninth St	\$ 25.39
Kaps, Lowell	155/5/C0101	1026-34 Clinton St	\$ 42.31
Zuckerman, Eric	160/3/C05-D	807-809 Clinton St	\$ 531.79
Tabor, Adam & Luca Casabella	173/6/C1-02	1109-1121 Willow Ave	\$ 605.59
Montemayor, Ellen	180/4/C0003	507 Park Ave	\$ 411.36
Schweitzer, T & M Mattimore	182/40/	724 Garden St	\$ 2,310.50
Jehle, Jennifer	186/10/C0018	84 Bloomfield St	\$ 34.56
Tobler, Scott & Sarah Parola	189/30/C0004	224 Bloomfield St	\$ 201.40
647 Garden St LLC c/o Zaleck	193/27/C001W	647 Garden St	\$ 340.93
647 Garden St LLC c/o Zaleck	193/27/C002W	647 Garden St	\$ 282.02
647 Garden St LLC c/o Zaleck	193/27/C003E	647 Garden St	\$ 773.37
Sobel, Scott & Alla	217.1/30/C00P1	600 Hudson St	\$ 121.46
De Faria, Juliana R & P Gallagher	247/34.2/C002N	1208 Washington St	\$ 232.41
Saluja, Sukhdeep	251/18/C001B	1320 Bloomfield St	\$ 823.77
Lee, Dae W	255/2/C0302	150 Fourteenth St	\$ 319.75
Martinez, Ricardo S & Julia H	262.3/1/C0103	2 Constitution Court	\$ 276.62
Chou			
Mangan, Richard J & Laura A	262.3/1/C0302	2 Constitution Court	\$ 114.25
Yardley, Scott	262.3/1/C0304	2 Constitution Court	\$ 236.68
Higgins, Timothy	262.3/1/C0305	2 Constitution Court	\$ 96.81
South Constitution Condo c/o Mgmt Off	262.3/1/C0407	2 Constitution Court	\$ 51.84

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Guardino, James	262.3/1/C0408	2 Constitution Court	\$ 34.56
Campion, George	262.3/1/C0410	2 Constitution Court	\$ 4,011.34
Procyk, John & Anne Valente	262.3/1/C0411	2 Constitution Court	\$ 125.09
Arroyo, Evelyn	262.3/1/C0413	2 Constitution Court	\$ 167.21
Hipkins, Jeffrey & Carol	262.3/1/C0504	2 Constitution Court	\$ 238.28
Hipkins, Jeffrey & Carol	262.3/1/C0505	2 Constitution Court	\$ 152.12
Kottaras, James	262.3/1/C0515	2 Constitution Court	\$ 535.65
Hameed, Meera R	262.3/1/C0610	2 Constitution Court	\$ 90.83
Dunleavy, Jane	262.3/1/C0613	2 Constitution Court	\$ 80.77
Ramirez, Ruben & Christopher Mason	262.3/1/C0707	2 Constitution Court	\$ 131.15
Palmieri, Gabriela E & Jorge Freyre	262.3/1/C0802	2 Constitution Court	\$ 167.23
Viargues, Francois	262.3/1/C0808	2 Constitution Court	\$ 369.98
Mehmet, Huseyin & Caroline Marshall	262.3/1/C0901	2 Constitution Court	\$ 117.22
Costin, Radu & Gabriela Chelariu	262.3/1/C0902	2 Constitution Court	\$ 97.29
Yorio, Anthony M & Mary E	262.3/1/C0903	2 Constitution Court	\$ 138.58
Genua, Mary Ann	262.3/1/C0904	2 Constitution Court	\$ 262.88
Lee, Eddie F	262.3/1/C0911	2 Constitution Court	\$ 117.22
Udovich, Nedenia B	262.3/1/C0915	2 Constitution Court	\$ 270.35
Jozak, Andrew	262.3/1/C1106	2 Constitution Court	\$ 221.59
Parraga, Carlos Javier	262.3/1/C1201	2 Constitution Court	\$ 841.13
Parraga, Carlos Javier	262.3/1/C1202	2 Constitution Court	\$ 841.13
Wente, Jim & Mary K O'Connor-Wente	262.3/1/C1203	2 Constitution Court	\$ 5,258.70
Lange, Arthur S	262.3/1/C1204	2 Constitution Court	\$ 208.72
Tilley, Matthew & Carloyn	262.3/1/C1214	2 Constitution Court	\$ 91.15
Rios, Francisco & Carmen Amor	262.3/1/CPH11	2 Constitution Court	\$ 508.31

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 11,319.12**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: GESS, GESS & SCANLON
89 HUDSON STREET
HOBOKEN, NJ 07030**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Wayda, Erik & Phatthareeya K	1/17/C0PHC	72-74 Park Avenue	\$ 42.99
Greco, Michael F.	15/20/C003R	86 Monroe Street	\$ 80.40
Stier, Gerard	18/4/C0P25	70 Adams Street	\$ 41.43
Daley, Aaron & Jennifer Seese	18/30/C002E	78-88 Adams Street	\$ 12.25
Daley, Aaron & Jennifer Seese	18/30/C00P7	78-88 Adams Street	\$ 67.47
Reyes, Ariel E & Karla Ibarra	20/28/C002C	82 Clinton Street	\$ 146.86
Carlucci, David	27/16/C002B	133 Jackson Street	\$ 127.73
Slifirski, Piotr & Elizabeth Moran	27/16/C003B	133 Jackson Street	\$ 127.73
Cates, Dreck H & C Brockmeyer	33/17/C0003	309 Second Street	\$ 222.41
Genna, Gerard & Robin J.	34/1/C002E	101 Willow Avenue	\$ 614.59
Pacowski, Alain	38/6/C0002	219 Monroe Street	\$ 254.79
Scouten, Clemence	41/10.2/C002H	222-32 Grand Street	\$ 78.37
Birnbaum, Eric	41/10.2/C003E	222-32 Grand Street	\$1,571.14
Seebohm, Guy	42/7/C0004	215-217 Grand Street	\$ 257.74
Rushing, Melinda R	43/9/C001L	215 Clinton Street	\$ 200.23
Carr, Paul S.	43/9/C001R	215 Clinton Street	\$ 200.23
Scipione, John	61/10/C01-A	419 Adams Street	\$ 159.59
Minkoff, Jamie	61/10/C02-A	419 Adams Street	\$ 646.85
McKnight, Thomas&Christine Dicom	68/31/C0001	502 Jefferson Street	\$ 23.70
Silverstein, Michael,Josepha&Evan	77/6/C02-A	609-613 Jefferson Street	\$ 574.12
Lehrman, Jeremy R	77/6/C03-A	609-613 Jefferson Street	\$ 574.12
Kolbe, Jonathan J & Sarah Lynn	79/3/C1R2R	356-360 Sixth Street	\$ 300.46
Fleischman, Ryan D & Elizita N	79/15/C003B	610-612 Clinton Street	\$ 466.86
Fleischman, Ryan D & Elizita N	79/15/C0P-4	610-612 Clinton Street	\$ 23.95

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Meola, Timothy & Christine	84/14/C005A	730-732 Adams Street	\$ 338.45
Rocco, Adrian & Linsay M	87/13/C005B	824-830 Monroe Street	\$ 177.44
Carrillo, Bianca Y	89/12/C0P28	501 Ninth Street	\$ 23.95
Menzo, Jason	91/1.2/C0515	812 Grand Street	\$ 80.85
Levin, Edward & Tricia	91/1.2/CP034	812 Grand Street	\$ 41.43
Heston, Brian Michael	95/1/C0P-9	901-909 Madison Street	\$ 23.95
Dockendorf, Jennifer	95/1/C0P22	901-909 Madison Street	\$ 23.95
Dwyer, Amanda	156/5/CGP12	1117 Grand/1118 Clinton St	\$ 79.90
Kostrowski, Edward K Jr&Shannon	159/15/C0003	728 Willow Avenue	\$ 391.34
Saggese, Matthew	161/20/C0002	928 Willow Avenue	\$ 450.76
McAnuff, Owen & Jessica Napp	167/1/C004D	501 Willow Avenue	\$1,016.62
Ordaz, Oscar & Linda	219/19.1/C02-4	820 Hudson Street	\$ 451.77
DelRosario, Valerie A	247/28/C004N	1222 Washington Street	\$ 466.51
Sullivan, Ryan & Mallory	251/18/C004A	1320 Bloomfield Street	\$ 936.19

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 2,089.20**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

ARCHER & GREINER, P.C.
Attorneys at Law
700 Alexander Park
Suite 102
Princeton, NJ 08540

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Gliot, Dmitry	1/17/C005A	72-74 Park Ave	\$ 28.36
Wolf, Britton & Marcia D Mota	2/5/CLL32	415 Newark St	\$ 23.95
Lin, Mary Ann	7/4/C003F	610 Newark St	\$ 42.21
Ng, Lisa L F	7/4/C005C	610 Newark St	\$ 123.18
Duddempudi, Shushil & Babu Nagamm	8/1/C006F	550-564 Newark St	\$ 836.40
Yan, Lun	8/1/C014A	550-564 Newark St	\$ 850.26
Dabby, Evan J & Kira S	89/12/C0609	501 Ninth Street	\$ 184.84

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 38.20**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Corrado & Martella, P.C.
Attorneys at Law
921 Summit Avenue
Jersey City, NJ 07307

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Eagle, Kenneth & Lauren	40/31/C0006	452-454 Second St	\$ 38.20

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 568.84**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: Venino & Venino, Counsellors at Law
8000 Kennedy Boulevard
North Bergen, NJ 07047

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
600 Hudson Street LLC c/o Maridian	217.1/30/C00P2	600 Hudson Street	\$ 121.46
600 Hudson Street LLC c/o Maridian	217.1/30/C00P3	600 Hudson Street	\$ 121.46
600 Hudson Street LLC c/o Maridian	217.1/30/C00P7	600 Hudson Street	\$ 121.46
600 Hudson Street LLC c/o Maridian	217.1/30/C00P8	600 Hudson Street	\$ 121.46
600 Hudson Street LLC c/o Maridian	217.1/30/C000D	600 Hudson Street	\$ 83.00

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 8,810.88**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: SKOLOFF & WOLFE, P.C.
293 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Looby, Kevin	18/30/C003C	78-88 Adams Street	\$ 496.66
Savarese, Scott	18/30/C004A	78-88 Adams Street	\$ 936.45
Marquis, Alfred C	25/1/C006H	700 First Street	\$ 274.95
Delorenzo, Melinda	70/1/C004E	501-515 Adams Street	\$ 608.82
So, Kevin	84/14/C005C	730-732 Adams Street	\$ 214.78
Cole, Dylan & Tanya Hurry	89/12/C0302	501 Ninth Street	\$ 59.89
Derosalia, J & H Nandasena	177/1.1/C003B	101 Park Avenue	\$ 620.16
Smith, Mark & Neeta Kantu	177/1.1/C0PHN	101 Park Avenue	\$ 2,783.12
Camma, Frank	188/20/C3-4B	151-161 Second Street	\$ 322.27
Breslin, Kevin	262.3/1/CPH12	2 Constitution Court	\$ 603.79
Rosmarin, Keith	268.1/1/C006B	1501 Garden/1500 Bloom	\$ 1,889.99

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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 appearing on the attached list totaling **\$ 782.13**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

Brach Eichler, LLC
Counselors at Law
101 Eisenhower Parkway
Roseland, NJ 07068

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
562-564 Observer Highway Assoc LLC	16/1/	564 Observer Hwy	\$ 37.60
Jeff St Ptnr II LP c/o Academy Bus	119/14	1414-28 Jefferson St	\$ 277.71
Jefferson St Partners LP	120/25	450-456 Fourteenth St	\$ 466.82

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 81.68**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: POJANOWSKI & TRAWINSKI, P.C.
1135 CLIFTON AVENUE – SUITE 206
CLIFTON, NEW JERSEY 07013**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Mc Guire, Ryan Patrick	219/11/C00PA	829-31 Washington Street	\$ 81.68

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 8,310.38**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: Zipp & Tannenbaum, LLC
Attorneys at Law
166 Gatzmer Avenue
Jamesburg, NJ 08831

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Sweeney, James J Jr. & Danielle J	25/1/C002M	700 First Street	\$ 72.58
Abbas, Alia A	38/10/C003R	227 Monroe Street	\$ 523.52
BBD Associates	96/1/C0909	456 Ninth Street	\$ 38.79
Merit Oil of NJ Inc c/o Hess	125/1	1401-1407 Willow Avenue	\$5,660.73
Merit Oil of NJ Inc c/o Hess	125/5	1409-11 Willow Avenue	\$2,014.76

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 1,645.24**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: Law Offices of Nathan P. Wolf, LLC
673 Morris Avenue
Springfield, NJ 07081

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Cellura, Davin & Lisa	115/9.01/C0P44	1317-27 Grand /1326 Clinton	\$ 41.43
Symon, Steve J	262.3/1/C0512	2 Constitution Court	\$1,603.81

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 823.11**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: Michael A. Vespasiano
331 Main Street
Chatham, NJ 07928

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Rosof, Lawrence	25/1/C17PW	700 First Street	\$ 149.38
Pepe, Giovanni & Teresa	178/10	229 Park Avenue	\$ 673.73

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 471.86**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

ANSELL GRIMM & AARON
Counselors at Law
1500 Lawrence Avenue
CN7807
Ocean, NJ 07712

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Hartney, William	29/17/CA-3R	133 Madison Street	\$ 471.86

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 23.95**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: Ventura, Miesowitz, Keough
& Warner, Counselors at Law
783 Springfield Avenue
Summit, New Jersey 07901-2332**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Larason, Timothy J	2/5/CUL23	415 Newark Street	\$ 23.95

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY
TAX COURT JUDGEMENTS 2011 TAX APPEALS**

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
appearing on the attached list totaling **\$ 77,255.00**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Traberman, Peter L 80 Park Avenue #3H Hoboken, NJ 07030	1/15/C003H	76-84 Park Ave	\$ 346.56
Greenberg, David & Stephanie 40 West Park Place #305 Morristown, NJ 07960	1/15/C004A	76-84 Park Ave	\$ 365.90
Steinberg, Brian J 80 Park Avenue #4H Hoboken, NJ 07030	1/15/C004H	76-84 Park Ave	\$ 335.36
Petino, Joel 415 Newark St #6 Hoboken, NJ 07030	2/5/CLL43	415 Newark St	\$ 23.95
Law, David & Joanna 415 Newark St #7G Hoboken, NJ 07030	2/5/CUL33	415 Newark St	\$ 23.95
Walsh, Brian E 551 Observer Hwy #11G Hoboken, NJ 07030	8/1/C011G	550-564 Newark St	\$ 417.82
Kowalski, Daniel & Rita & A & M 85-89 Harrison St #301 Hoboken, NJ 07030	13/4/C0301	85-89 Harrison St	\$ 142.88

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Singh, Akshay & Susan 89 Murray Street #8K New York, NY 10007	15/6/C002A	81-87 Jackson St	\$ 64.00
Kapaki, Rahul G & K Panke 81-87 Jackson St #2C Hoboken, NJ 07030	15/6/C002C	81-87 Jackson St	\$ 12.78
Kapaki, Rahul G & K Panke 81-87 Jackson St #2C Hoboken, NJ 07030	15/6/C0P-9	81-87 Jackson St	\$ 23.74
Muldovan, Julia N & David E Barker 80 Monroe St #3 Hoboken, NJ 07030	15/23/C0003	80 Monroe St #3	\$ 147.07
Nordberg, Carl Johan & Sonia S 327 Bloomfield St Hoboken, NJ 07030	15/25/C0006	74-76 Monroe St	\$ 64.40
Langdon, Robert T 74-76 Monroe St #7 Hoboken, NJ 07030	15/25/C0007	74-76 Monroe St	\$ 13.19
Fontana, Vincent T 82 Sheil Ave Staten Island, NY 10309	18/4/C002J	70 Adams St	\$ 83.70
White, Matthew S 70 Adams St #2J Hoboken, NJ 07030	18/4/C0P44	70 Adams St	\$ 41.43
Hurley, Brian 70 Adams St #3H Hoboken, NJ 07030	18/4/C0P46	70 Adams St	\$ 41.43
Buckley, Kevin & Elizabeth 70 Adams St #2F Hoboken, NJ 07030	18/4/C0P52	70 Adams St	\$ 41.43
Singh, Akshay 89 Murray St #8K New York, NY 10007	18/4/C0P66	70 Adams St	\$ 41.43

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Lettera A.S.R.L. c/o Greco 51 Newark St Ste 404 Hoboken, NJ 07030	18/9/C0005	71 Jefferson St	\$ 42.73
Vazquez, Steven & Alyssa 84 Adams St #2B Hoboken, NJ 07030	18/30/C002B	78-88 Adams St	\$ 53.73
Vazquez, Steven & Alyssa 84 Adams St #2B Hoboken, NJ 07030	18/30/C00P2	78-88 Adams St	\$ 62.42
Rezendes, Michael & Cheryl 84 Adams St #4G Hoboken, NJ 07030	18/30/C004G	78-88 Adams St	\$ 83.96
Rezendes, Michael & Cheryl 84 Adams St #4G Hoboken, NJ 07030	18/30/C0P11	78-88 Adams St	\$ 62.42
Pressel, David & Dina 84 Adams St #5I Hoboken, NJ 07030	18/30/C005I	78-88 Adams St	\$ 319.97
Pressel, David & Dina 84 Adams St #5I Hoboken, NJ 07030	18/30/C0P27	78-88 Adams St	\$ 62.42
Hart, Brad & Kim 93 Adams St #1 Hoboken, NJ 07030	19/16/C0001	93 Adams St	\$ 23.40
Armstrong, Christopher R 93 Adams St #2 Hoboken, NJ 07030	19/16/C0002	93 Adams St	\$ 67.80
Bradley, Norman 81 Grand St #3A Hoboken, NJ 07030	20/6/C003A	81 Grand St	\$ 213.42
Hartman, Kevin 81 Grand St #3B Hoboken, NJ 07030	20/6/C003B	81 Grand St	\$ 213.42
Advani, Robert 33 Boehm Way Hillsborough, NJ 08844	20/7/C004B	83-85 Grand St	\$ 88.60

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Corsentino, Leonard & E Manfra 861 Summit Ave Westfield, NJ 07090	21/1/C008K	300-306 Newark St	\$ 785.57
Mueller, Bernie & Melanie Bednash 265-269 First St Hoboken, NJ 07030	22/3.1/C004R	265 First St/95 Willow	\$ 43.40
Ammon, Craig & Leah 25 Rockpoint Road Southborough, Ma 01772	25/1/C002Q	700 First Street	\$ 838.06
Xu, Muwei & Xiao Wang 1500 Grand St #7D Hoboken, NJ 07030	25/1/C005W	700 First Street	\$ 1,115.32
Patterson, George & Stacy 700 First St #9W Hoboken, NJ 07030	25/1/C009W	700 First Street	\$ 454.17
Daswani, Amit & S Khemchandani 700 First St #11J Hoboken, NJ 07030	25/1/C011J	700 First Street	\$ 29.74
Gurney, Stacey J 700 First St #15B Hoboken, NJ 07030	25/1/C015B	700 First Street	\$ 1,016.62
Provost, Leslie 700 First St #17PF Hoboken, NJ 07030	25/1/C17PF	700 First Street	\$ 109.37
Kontos, Michael & Steve 133 Jackson St #4B Hoboken, NJ 07030	27/16/C004B	133 Jackson St	\$ 127.73
Mauriello, Stephen & Lurdes 145 Woodland Avenue Morristown, NJ 07960	27/17/C004A	132 Monroe St	\$ 613.80
Fritsche, Lori & Thomas P Hadley 117 Madison St #1 Hoboken, NJ 07030	29/9/C0001	117 Madison St	\$ 200.81

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Garrett, Thomas M 117 Madison St #2 Hoboken, NJ 07030	29/9/C0002	117 Madison St	\$ 224.76
Franchina, Anthony J Jr 117 Madison St #3 Hoboken, NJ 07030	29/9/C0003	117 Madison St	\$ 224.76
Uriarte, Christopher 117 Madison St #4 Hoboken, NJ 07030	29/9/C0004	117 Madison St	\$ 224.76
Thach, Valerie 119 Madison St #2W Hoboken, NJ 07030	29/10/C002W	119-21 Madison St	\$ 435.10
Razavi, Abdol Reza & Marianne M 119 Madison St #3W Hoboken, NJ 07030	29/10/C003W	119-21 Madison St	\$ 336.66
Leis, Matthew & Lynn Vernaglia 119 Madison St #4W Hoboken, NJ 07030	29/10/C004W	119-21 Madison St	\$ 435.10
Totten, John David, Jr 75 Jackson St #3D Hoboken, NJ 07030	30/13.1/C0003	132 Adams St	\$ 51.46
George, Mary H 132 Adams St #4 Hoboken, NJ 07030	30/13.1/C0004	132 Adams St	\$ 26.45
Doll, Marcelle E 109 Grand St #203 Hoboken, NJ 07030	32/3/C0203	105-111 Grand St	\$ 192.35
Procopio, Anthony 101 Willow Ave #5D Hoboken, NJ 07030	34/1/C005D	101 Willow Avenue	\$ 69.92
Paice, Richard C 113 Willow Ave #5 Hoboken, NJ 07030	34/8/C0005	113 Willow Avenue	\$ 2,541.55
Singer, Robert & Christopher Spoust 218-220 Jackson St #8 Hoboken, NJ 07030	36/24/C0008	218-220 Jackson St	\$ 82.72

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Rathbun, Jessica 212 Jackson St #2A Hoboken, NJ 07030	36/28/C002A	212 Jackson St	\$ 363.20
Milhiser, Lee Anne 208 Jackson St #2 Hoboken, NJ 07030	36/30/C0002	208 Jackson St	\$ 152.12
Lo Re', Victor & Jessica 208 Jackson St #3 Hoboken, NJ 07030	36/30/C0003	208 Jackson St	\$ 578.73
Salvatore, Crista 227 Monroe St #3L Hoboken, NJ 07030	38/10/C003L	227 Monroe St	\$ 784.57
235 Monroe St LLC c/o RELB PM 210 Washington St Hoboken, NJ 07030	38/14/C0001	235 Monroe St	\$ 924.20
235 Monroe St LLC c/o RELB PM 210 Washington St Hoboken, NJ 07030	38/14/C0004	235 Monroe St	\$1,340.09
235 Monroe St LLC c/o RELB PM 210 Washington St Hoboken, NJ 07030	38/14/C0009	235 Monroe St	\$1,109.04
235 Monroe St LLC c/o RELB PM 210 Washington St Hoboken, NJ 07030	38/14/C0010	235 Monroe St	\$ 924.20
235 Monroe St LLC c/o RELB PM 210 Washington St Hoboken, NJ 07030	38/14/C0011	235 Monroe St	\$1,109.04
Ott, Denise 214 Jefferson St #3N Hoboken, NJ 07030	39/28/C03-N	214 Jefferson St	\$ 924.20
Casey, Austin 452-454 Second St #5 Hoboken, NJ 07030	40/31/C0005	452-454 Second St	\$ 626.58
Dura, Caroline 222 Grand St #2B Hoboken, NJ 07030	41/10.2/C002B	222-32 Grand St	\$ 225.68

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Michelson, David E 222-32 Grand St #4D Hoboken, NJ 07030	41/10.2/C004D	222-232 Grand St	\$ 27.73
Seferovic, Vanja & Marija Zeremski 215 Grand St #6 Hoboken, NJ 07030	42/7/C0006	215-217 Grand St	\$ 296.74
Heidelberg, Matthew K & Reagan L 215 Grand St #4R Hoboken, NJ 07030	42/7/C0008	215-217 Grand St	\$ 257.74
Meany, Pamela 222-32 Clinton St #8 Hoboken, NJ 07030	42/15/C0008	222-32 Clinton St	\$ 29.68
Frost, Alyson 215 Clinton St #3R Hoboken, NJ 07030	43/9/C003R	215 Clinton St	\$ 158.00
Competello, Joseph & Maureen 221 Clinton St #1L Hoboken, NJ 07030	43/12/C001L	221 Clinton St	\$ 204.03
McCarthy, Thomas J & Ly-Lan Wisler 57 Brooklyn Dr East Windsor, NJ 08520	43/12/C001R	221 Clinton St	\$ 58.63
Brodsky, Jason & Cheryl Gershberg 221 Clinton St #4L Hoboken, NJ 07030	43/12/C004L	221 Clinton St	\$ 182.79
Wedgeworth, Chris & Maria Bengtsson 225 Clinton St #2 Hoboken, NJ 07030	43/14/C0002	225 Clinton St	\$ 193.03
Lang, Stephen C & Janet M 225 Clinton St #4 Hoboken, NJ 07030	43/14/C0004	225 Clinton St	\$ 193.03
Clifford, Paul & Susan 224-226 Willow Ave #8 Hoboken, NJ 07030	43/22/C0008	224-226 Willow Ave	\$ 452.93
Buerkle, Scott 323 Jackson St #502 Hoboken, NJ 07030	47/12/C0502	323-325 Jackson St	\$ 417.29

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Foley, Shane P & Elizabeth N 313 Monroe St #1 Hoboken, NJ 07030	48/7/C0001	313 Monroe St	\$ 105.61
Zaleski, Thomas & Courtney Jon 313 Monroe St #2 Hoboken, NJ 07030	48/7/C0002	313 Monroe St	\$ 105.61
Watts, Jade-Jenna 1 Devanshine Place Boston, Ma 02109	51/16/C0004	331 Adams St	\$2,033.24
Wyman, Ross B & e A Dondlinger 409 Fourth St #2 Hoboken, NJ 07030	51/18/C0002	409 Fourth St	\$ 273.89
Morris, Elizabeth & Terry Corrado 409 Fourth St #4 Hoboken, NJ 07030	51/18/C0004	409 Fourth St	\$ 224.93
Lenz, Michael & Laura Keating 408 Monroe St #2 Hoboken, NJ 07030	57/20/	408 Monroe St	\$ 418.79
Gilbert, Matthew 419 Madison St #3 Hoboken, NJ 07030	59/9/C0003	419 Madison St	\$ 138.35
Berendt, Charles 418 Jefferson St #2D Hoboken, NJ 07030	59/12/C002D	418-422 Jefferson St	\$ 31.45
Lopez, Adam J 400 Jefferson St #1A Hoboken, NJ 07030	59/23/C001A	400 Jefferson St	\$ 80.18
Valastro, Mary 1025 Maxwell Lane #1101 Hoboken, NJ 07030	60/19/	412 Adams St	\$2,005.51
Luhmann, Bret C 137 New York Ave Dumont, NJ 07628	67/5/C003R	509 Monroe St	\$ 70.71
Encheva, Emil & Maria 530 Madison St #3C Hoboken, NJ 07030	67/17/C0P-1	530-532 Madison St	\$ 97.38

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Levi, Hugo Z & Julian 530 Madison St #5C Hoboken, NJ 07030	67/17/C0P-8	530-532 Madison St	\$ 97.38
Pascoe, Daniel L 501 Adams St #3F Hoboken, NJ 07030	70/1/C003F	501-515 Adams St	\$ 58.19
Lin, Jacob & Yael 36 Bonnell Lane Randolph, NJ 07869	70/11/C0404	522-532 Grand St	\$ 247.33
Dealwis, Danuka & Kamalini Algama 604-606 Monroe St #2 Hoboken, NJ 07030	74/31/C0002	604-606 Monroe St	\$2,352.09
Droskoski, Matthew J & Manisha L 603-607 Monroe St #9 Hoboken, NJ 07030	75/2.1/C0009	603-607 Monroe St	\$ 161.70
Rama, Billie Jo & Debra A Cote 621 Monroe St #6B Hoboken, NJ 07030	75/8/C006B	619-621 Monroe St	\$ 244.36
Rafferty, Dylan M 608 Madison St #2 Hoboken, NJ 07030	75/28/C0002	608 Madison St	\$1,173.73
Walls, Richard 625 Jefferson St #201 Hoboken, NJ 07030	77/14/C0201	625-627 Jefferson St	\$ 107.46
DeLauro, Nicole M & Lauren K 625 Jefferson St #203 Hoboken, NJ 07030	77/14/C0203	625-627 Jefferson St	\$ 358.25
JFB Holding Co., LLC 42 Overhill Rd East Brunswick, NJ 08816	77/28/C0005	606-608 Adams St	\$ 339.83
Farah, John III 606 Adams St #8 Hoboken, NJ 07030	77/28/C0008	606-608 Adams St	\$ 444.18

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Wu, Gary 727 Monroe St #506 Hoboken, NJ 07030	82/11/COP17	721-733 Monroe St	\$ 79.90
Stepanian, Ani H 713-725 Jefferson St #21 Hoboken, NJ 07030	84/3/C0021	713-725 Jefferson St	\$ 37.91
Stepanian, Ani H 725 Jefferson St #21 Hoboken, NJ 07030	84/3/C0P37	713-725 Jefferson St	\$ 41.43
Schachter, Jennifer 725 Jefferson St #26 Hoboken, NJ 07030	84/3/C0026	713-725 Jefferson St	\$ 148.08
Schachter, Jennifer 725 Jefferson St #26 Hoboken, NJ 07030	84/3/C0P26	713-725 Jefferson St	\$ 100.88
Wiorowski, Pawel 725 Jefferson St #35 Hoboken, NJ 07030	84/3/C0035	713-725 Jefferson St	\$ 37.91
Wiorowski, Pawel 725 Jefferson St #35 Hoboken, NJ 07030	84/3/C0P18	713-725 Jefferson St	\$ 100.88
Malinowski, Sarah Victoria 725 Jefferson St #16 Hoboken, NJ 07030	84/3/C0P34	713-725 Jefferson St	\$ 41.43
Taitt, Jamaal 727-29 Jefferson St #4 Hoboken, NJ 07030	84/10/C0004	727-29 Jefferson St	\$ 113.14
Bayvel, Greg 585 Palisade Ave #2 Jersey City, NJ 07307	84/14/C002B	730-732 Adams St	\$ 338.45
Hadim, Salem 730-732 Adams St #4C Hoboken, NJ 07030	84/14/C004C	730-732 Adams St	\$ 214.78
Soltes, Jacqueline 734 Adams St #5D Hoboken, NJ 07030	84/14/C005D	730-732 Adams St	\$ 338.45

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Garafolo, Michael 1200 Grand St #319 Hoboken, NJ 07030	85/16/C0001	718 Grand St	\$ 140.96
Coultas, Daniel & Kimberly 501 Ninth St #514 Hoboken, NJ 07030	89/12/C0514	501 Ninth St	\$ 377.73
Bradshaw, Christine 501 Ninth St #504 Hoboken, NJ 07030	89/12/C0P-6	501 Ninth St	\$ 23.95
Vartabedian, Dana 501 Ninth Street #414 Hoboken, NJ 07030	89/12/C0P-9	501 Ninth St	\$ 23.95
Kinsky, Robert 501 Ninth St #210 Hoboken, NJ 07030	89/12/C0P40	501 Ninth St	\$ 23.95
Schrier, Scott 501 Ninth St #413 Hoboken, NJ 07030	89/12/C0P49	501 Ninth St	\$ 23.95
Coultas, Daniel & Kimberly 501 Ninth St #514 Hoboken, NJ 07030	89/12/C0P60	501 Ninth St	\$ 23.95
Thomas, Arthur M 825 Adams St #2A Hoboken, NJ 07030	91/1.2/C002A	825 Adams St	\$ 298.14
Zaleski, Brian R 812 Grand St #221 Hoboken, NJ 07030	91/1.2/C0221	812 Grand St	\$ 17.46
Ting Lu, Ho & Lichung 825-35 Adams St #404 Hoboken, NJ 07030	91/1.2/C0404	812 Grand St	\$ 127.65
Lantry, John 55 Riverwalk Pl Apt #648 West New York, NJ 07093	91/1.2/C0405	812 Grand St	\$ 323.55
Lantry, John 55 Riverwalk Pl #648 West New York, NJ 07093	91/1.2/CP102	812 Grand St	\$ 41.43

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Kelly, Christopher M & Julie Juyeon 812 Grand St #414 Hoboken, NJ 07030	91/1.2/C0414	812 Grand St	\$ 162.62
Bruno, Shawn & Jill 812 Grand St #417 Hoboken, NJ 07030	91/1.2/C0417	812 Grand St	\$ 323.55
Antonuccio, David 812 Grand St #220 Hoboken, NJ 07030	91/1.2/CP026	812 Grand St	\$ 41.43
Newell, Peter & Marjorie 5 Plymouth Road Summit, NJ 07901	91/1.2/CP044	812 Grand St	\$ 41.43
Lippman, Scott 812 Grand St #302 Hoboken, NJ 07030	91/1.2/CP077	812 Grand St	\$ 41.43
Sgarlata, Terri Ann 904 Jefferson St #3C Hoboken, NJ 07030	95/25/C003C	900-912 Jefferson St	\$ 663.30
Castagne, David & Maureen Powell 904 Jefferson St #5I Hoboken, NJ 07030	95/25/C005I	900-912 Jefferson St	\$ 93.21
Williamson, Matthew & Alexandra Lyons 1327 Grand St #307 Hoboken, NJ 07030	115/9.01/C0307	1317-27 Grand/1326 Clint	\$ 471.66
Williamson, Matthew & Alexandra Lyons 1327 Grand St #307 Hoboken, NJ 07030	115/9.01/C0P14	1317-27 Grand/1326 Clint	\$ 41.43
Alcorn, Steven D 1326 Clinton St #402 Hoboken, NJ 07030	115/9.01/C0402	1317-27 Grand/1326 Clint	\$ 570.09
Alcorn, Steven D 1326 Clinton St #402 Hoboken, NJ 07030	115/9.01/C0P30	1317-27 Grand/1326 Clint	\$ 41.43

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Walsh, Kevin T Jr 1327 Grand St #411 Hoboken, NJ 07030	115/9.01/C0411	1317-27 Grand/1326 Clint	\$ 766.17
Walsh, Kevin T Jr 1327 Grand St #411 Hoboken, NJ 07030	115/9.01/C0P27	1317-27 Grand/1326 Clint	\$ 41.43
Klotz, Eileen 3315 Pleasant Ave #311 Union City, NJ 07087	115/9.01/C0608	1317-27 Grand/1326 Clint	\$ 703.50
Petrosino, Michael 1327 Grand St #509 Hoboken, NJ 07030	115/9.01/C0P28	1317-27 Grand/1326 Clint	\$ 41.43
Bachmann, Paul 400 Ninth St #W2J Hoboken, NJ 07030	149/1/C0W2J	400-414 Ninth St	\$ 31.91
Naberezny, Jeffrey P 400 Ninth St #W3E Hoboken, NJ 07030	149/1/C0W3E	400-414 Ninth St	\$ 247.90
Klotnia, Maureen 1015 Grand St #5B Hoboken, NJ 07030	155/2.2/C005B	1013-1017 Grand St	\$ 25.80
Haugen, Tanya E 1015 Grand Street #5D Hoboken, NJ 07030	155/2.2/C005D	1013-1017 Grand St	\$ 55.80
Jakob, Lisa 1015 Grand Street #5F Hoboken, NJ 07030	155/2.2/C005F	1013-1017 Grand St	\$ 25.80
Wolff, David L 1015 Grand Street #5G Hoboken, NJ 07030	155/2.2/C005G	1013-1017 Grand St	\$ 75.81
Chan, Kalvin 1110 Clinton Street #28 Hoboken, NJ 07030	156/4.1/C0028	1108-10 Clint/1111-13 Grn	\$ 283.62
Fong, Philbert & Michele Smith 939 Brown Avenue Westfield, NJ 07090	156/5/CCP-1	1118 Clinton/1117 Grand	\$ 79.90

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Shonek, Greg & Beth 1114-20 Clinton St #C-5A Hoboken, NJ 07030	156/5/CCP12	1118 Clinton/1117 Grand	\$ 79.90
Alvarez, Charles & Jenna R Mirabell 1115 Willow Ave #403 Hoboken, NJ 07030	156/5/CCP24	1118 Clinton/1117 Grand	\$ 79.90
Kantor, Evan & Lauren Seideman 1115 Grand St #2A Hoboken, NJ 07030	156/5/CGP13	1118 Clinton/1117 Grand	\$ 79.90
Carroll, Philip & Jennifer 1115 Grand St #3B Hoboken, NJ 07030	156/5/CGP14	1118 Clinton/1117 Grand	\$ 79.90
Taliercio, Michael J & Lisa 711 Clinton St #4B Hoboken, NJ 07030	159/4/C004B	711 Clinton St	\$ 445.98
Signoriello, Michael J 807-809 Clinton St #5B Hoboken, NJ 07030	160/3/C05-B	807-809 Clinton St	\$ 119.62
Mosaad, Rasha & Mahmoud Salem 1023 Clinton St #3C Hoboken, NJ 07030	162/3/C0P-3	1021A-27 Clinton St	\$ 79.90
Iglesias, Christine & Larry Zeroth 1023 Clinton St #5A Hoboken, NJ 07030	162/3/C0P-8	1021A-27 Clinton St	\$ 79.90
Lauber, Kaitlyn 221 Willow Ave #1R Hoboken, NJ 07030	165/11/C001R	221 Willow Ave	\$ 82.72
Monico, Jason P 317 Willow Ave #2 Hoboken, NJ 07030	166/9.1/C0002	317 Willow Ave	\$ 336.34
Karg, Phillip & J Deangelis 901 Willow Ave #4 Hoboken, NJ 07030	171/1.1/C00P6	901 Willow Ave	\$ 69.41
McDonough, Joseph & Diana 1115 Willow Ave #2-07 Hoboken, NJ 07030	173/6/C2-07	1109-1121 Willow Ave	\$ 284.42

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Abernathy, Melissa G 1115 Willow Ave #410 Hoboken, NJ 07030	173/6/C4-10	1109-1121 Willow Ave	\$ 194.43
Paul, Cynthia & Scott Levy 24 Hickory Kingdom Rd Bedford, NY 10506	176/7.1/C02-C	209-215 First St/99 Park	\$ 331.58
Levy, Scott, & Cynthia Paul 24 Hickory Kingdom Rd Bedford, NY 10506	176/7.1/C02-D	209-215 First St/99 Park	\$ 331.58
Noble, Jason B & Masae 101 Park Ave #2E Hoboken, NJ 07030	177/1.1/C002E	101 Park Ave	\$ 76.06
Andrews, Stephen & Aileen Cown 111 Park Ave #3 Hoboken, NJ 07030	177/4/C0003	111 Park Ave	\$ 213.48
Dundon, Stephen 319 Park Ave #A Hoboken, NJ 07030	179/9/C000A	319 Park Ave	\$ 218.75
Sumner, Gregory & Jane 507 Park Ave #2 Hoboken, NJ 07030	180/4/C0002	507 Park Ave	\$ 386.04
Diktas, Arsat 12 Birchwood Court Upper Saddle River, NJ 07458	183/25/C	822 Garden St	\$1,487.95
Li, Kexin 80-82 Bloomfield St #1B Hoboken, NJ 07030	186/11/C001B	80-82 Bloomfield St	\$ 143.49
Bernard, Todd & Carol 80-82 Bloomfield St #3B Hoboken, NJ 07030	186/11/C003B	80-82 Bloomfield St	\$ 142.03
McGrath, Casey 80-82 Bloomfield St #6C Hoboken, NJ 07030	186/11/C006C	80-82 Bloomfield St	\$ 112.02
Foundakos, Jason C 1125 Hillside Place North Bergen, NJ 07047	188/11/C002E	121-125 Garden St	\$ 15.70

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Hu, Wenting 135 Garden St #5 Hoboken, NJ 07030	188/16/C0005	135 Garden St	\$ 194.48
Cisek, Daniel P 137 Garden St #3 Hoboken, NJ 07030	188/17/C0003	137 Garden St	\$ 29.60
Mozian, Michael & E Frusciante 114 Bloomfield St #1 Hoboken, NJ 07030	188/36/C0001	114 Bloomfield St	\$ 740.25
Cropper, Stephen & Hayley Watkins 306 Bloomfield St #1 Hoboken, NJ 07030	190/29/C0001	306 Bloomfield St	\$ 250.30
Schickler, Craig & Gabrielle 427 Garden St #1 Hoboken, NJ 07030	191/6/C0001	427 Garden St	\$ 86.48
Buckner, Jonathan 161 Fifth Street #2 Hoboken, NJ 07030	191/7/C0002	161-163 Fifth St	\$ 100.82
Kim, Robert & Hanah 724 Bloomfield St #4 Hoboken, NJ 07030	194/34/C0004	724 Bloomfield St	\$ 52.13
Pacicco, Robert M 718 Bloomfield St #3 Hoboken, NJ 07030	194/37/C0003	718 Bloomfield St	\$1,742.12
Goldman, Justin & Kara Jill 121 Bloomfield St #2 Hoboken, NJ 07030	200/10/C0002	121 Bloomfield St #2	\$ 135.35
McGinnis, Andrew 201-03 Bloomfield St #8 Hoboken, NJ 07030	201/1/C0008	201-03 Bloomfield St	\$ 11.99
Naso, Robert c/o RELB Prop 210 Washington St Hoboken, NJ 07030	201/12/C002E	223 Bloomfield St	\$ 78.37
Donnelly, David & Nicole Vander Voort 55 Maple Ave Little Silver, NJ 07739	204/18/C003S	535-537 Bloomfield St	\$ 419.59

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Ashton, David & Debra J 610 Washington St #1 Hoboken, NJ 07030	205/39/C0001	610 Washington St	\$ 253.39
Dirado, Steven F & AnnMarie K 834 Washington St #3 Hoboken, NJ 07030	207/19.1/C0003	834 Washington St	\$ 224.44
100 Hudson St Assoc, LLC c/o Vanick 381 Broadway, 2 nd Flr Westwood, NJ 07675	212.1/1/	100 Hudson St	\$ 310.00
Desi, Pierpaolo 420 Hudson St #2 Hoboken, NJ 07030	215.1/13/C0002	420 Hudson St	\$ 85.02
O'Connor, Jason 725 Washington St #1 Hoboken, NJ 07030	218/7/C0001	725 Washington St	\$ 270.49
Hering, Kimberly 725 Washington St #9 Hoboken, NJ 07030	218/7/C0009	725 Washington St	\$ 476.82
Zelin, Jacqueline 49 Hampshire Rd Mahwah, NJ 07430	219/19.1/C02-2	820 Hudson St	\$ 174.43
810 Hudson, LLC 810 Hudson St Hoboken, NJ 07030	219/21	810 Hudson St	\$ 887.23
Tsui, Sho-Tang & Ssu-Yu Lin 1033 Washington St #B Hoboken, NJ 07030	221/10/C000B	1033 Washington St	\$ 374.84
Arliss, Charles J 30 Independence Road Red Bank, NJ 07701	223/10.1/C002C	41-43 First St	\$ 290.66
Lofgren, Brett 829 Hudson St #2 Hoboken, NJ 07030	237/13/C0002	829 Hudson St	\$ 68.20
Corea, Rose 904 Castle Point Terrace Hoboken, NJ 07030	238/23/	904 Castle Point Terrace	\$2,379.82

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Kirr, Robert A 1222 Washington St #5N Hoboken, NJ 07030	247/28/C005N	1222 Washington St	\$2,084.07
Morris, Daniel & Lisa 163 Fourteenth St #8N Hoboken, NJ 07030	251/14.1/C008N	163 Fourteenth St	\$ 74.53
Scribner, J Adam & Patricia 1320 Bloomfield St #2A Hoboken, NJ 07030	251/18/C002A	1320 Bloomfield St #2A	\$ 936.19
Szatkowski, Duane A & K L Distaffen 1313 Park Ave #3A Hoboken, NJ 07030	254/10/C0P12	1313-1317 Park Ave	\$ 191.80
Onafets, Inc P.O. Box 1902 Hoboken, NJ 07030	255/2/C0305	150 Fourteenth St	\$ 435.63
Onafets, Inc P.O. Box 1902 Hoboken, NJ 07030	255/2/C0405	150 Fourteenth St	\$ 435.63
Goetz, Charles 72 East Weatogue St Simsbury, Ct 06070	262.3/1/C0406	2 Constitution Court	\$ 195.20
Motley, Marianne 2 Constitution Court #506 Hoboken, NJ 07030	262.3/1/C0506	2 Constitution Court	\$ 104.02
Tanis, Garry & Blanca Palmer 2 Constitution Court #513 Hoboken, NJ 07030	262.3/1/C0513	2 Constitution Court	\$ 125.74
Akian, Berj & Suzanne 2 Constitution Court #516 Hoboken, NJ 07030	262.3/1/C0516	2 Constitution Court	\$ 747.77
Haykel, Charlene J 2 Constitution Court #616 Hoboken, NJ 07030	262.3/1/C0616	2 Constitution Court	\$ 156.21
Beccarelli, Paul M & Danielle A 2 Constitution Court #807 Hoboken, NJ 07030	262.3/1/C0807	2 Constitution Court	\$ 479.68

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Granda, Jose Antonio & Alquiria 1135 Park Avenue Hoboken, NJ 07030	262.3/1/C0909	2 Constitution Court	\$1,524.93
Klueger, Jane 2 Constitution Court #910 Hoboken, NJ 07030	262.3/1/C0910	2 Constitution Court	\$ 868.70
Nichols, Matthew 2 Constitution Court #1006 Hoboken, NJ 07030	262.3/1/C1006	2 Constitution Court	\$ 308.03
Cotterill, Sylvia 2 Constitution Court #1011 Hoboken, NJ 07030	262.3/1/C1011	2 Constitution Court	\$ 56.57
Alcasabas, Allison M 2 Constitution Court #1111 Hoboken, NJ 07030	262.3/1/C1111	2 Constitution Court	\$ 65.11
Nelligan, Timothy J 2 Constitution Court #PH01 Hoboken, NJ 07030	262.3/1/CPH01	2 Constitution Court	\$ 89.38
Nelligan, Timothy J 2 Constitution Court #PH02 Hoboken, NJ 07030	262.3/1/CPH02	2 Constitution Court	\$ 162.46
Porter, Kevin J & Amy W 2 Constitution Court #PH06 Hoboken, NJ 07030	262.3/1/CPH06	2 Constitution Court	\$2,743.97
Moley, Neil J 2 Constitution Court #PH10 Hoboken, NJ 07030	262.3/1/CPH10	2 Constitution Court	\$2,234.87
Lawenda, David R 1500 Garden St #4F Hoboken, NJ 07030	268.1/1/C004F	1501 Garden/1500 Bloom	\$ 933.44
Subrahmanyam, Anand 2 Buck road East Brunswick, NJ 08816	268.1/2/C001L	1500 Washington St	\$ 496.19
Bapineedu, Radhika 1500 Hudson St #3G Hoboken, NJ 07030	268.1/3/C003G	1500 Hudson St	\$ 311.89

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
Carroll, Maureen 1500 Hudson St #3I Hoboken, NJ 07030	268.1/3/C003I	1500 Hudson St	\$ 924.20
Hobo Empire, LLC 60 Roseland Ave Caldwell, NJ 07006	268.1/3/C004F	1500 Hudson St	\$1,141.50

Meeting: DECEMBER 21, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meetings of July 1st, July 20th, August 18th, August 24th, a Special Meeting on September 3rd, a regular meeting on September 7th, a Special Meeting on September 13th and the regular meeting on September 21, 2011 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: December 21, 2011

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

Introduced by: _____

Seconded by: _____

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

**RESOLUTION APPROVING THE CLAIM OF OKIN HOLLANDER
AND DELUCA, LLP FOR PURCHASE ODER #CY-04689 AND
AUTHORIZING IMMEDIATE PAYMENT OF PURCHASE ORDER
#CY-04689 TO OKIN HOLLANDER AND DELUCA, LLP IN THE
AMOUNT OF \$369,969.10 PURSUANT TO NJSA 40A:5-17**

WHEREAS, the City Council has the authority pursuant to NJSA 40A:5-17 to approve claims and authorize payment of purchase orders pursuant to resolutions properly adopted; and,

WHEREAS, the City Council seeks to approve the Okin Hollander and DeLuca, LLP claim of \$369,969.10 pursuant to Purchase Order #CY-04689, based on the invoices attached hereto, in accordance with NJSA 40A:5-17, and to authorize immediate payment of the purchase order, by check drawn on the municipality and signed by the Mayor with such countersignatures as are customary to the City's practices.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the Okin Holland and Deluca, LLP claim for \$369,969.10 for bankruptcy council legal services, provided for in Purchase Order #CY-04689, is hereby approved pursuant to NJSA 40A:5-17; and

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken hereby authorizes Arch Liston, as the City's Business Administrator and Qualified Purchasing Agent, to approve the purchase order and effectuate immediate payment of the claim, by check drawn on the municipality and signed by the Mayor with such countersignatures as are customary to the City's practices, in accordance with NJSA 40A:5-17

Meeting Date: December 21, 2011

Approved:

Approved as to Form:

**Arch Liston
Business Administrator**

**Mellissa Longo
First Assistant Corporation Counsel**

Introduced by: _____

Seconded by: _____

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

**RESOLUTION AUTHORIZING INTRODUCTION OF ORDINANCES
IN THE YEAR PRIOR TO ADOPTION OF SAID ORDINANCES
DURING THE TERM OF THE PRESENT CONSTITUTION OF THE
CITY COUNCIL**

WHEREAS, for nearly a century, case law has held that there can be no adoption of an ordinance on second reading by a governing body in the year subsequent to the date of the introduction and first reading; however, the case law presumes terms of office which end on December 31 of each year, and consequently that some of the members have just begun new terms of office since the introduction of the ordinance;

WHEREAS, under those forms of government where elections are not held every calendar year and/or terms of office do not commence on January 1, however, introduction in December and adoption in January may be permissible so long as the local legislation provides explicitly that the governing body should be deemed to be continuous during the two or four years they sit together.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that, during the term of the presently constituted City Council, the governing body of the City of Hoboken shall be deemed to be continuous during the two years it sits together without reconstitution due to regular elections, and further authorizes adoption of ordinances in any given year which were introduced on first reading in the immediately preceding year without requiring the legislation to be placed back on first reading in the year it will be adopted.

Meeting Date: December 21, 2011

Approved:

Approved as to Form:

**Arch Liston
Business Administrator**

**Melissa Longo
First Assistant Corporation Counsel**

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

**RESOLUTION APPOINTING TRACY S. ZUR, ESQ. AS MUNICIPAL
PROSECUTOR FOR THE CITY OF HOBOKEN FOR THE 2012
CALENDAR YEAR, AND AUTHORIZING A PROFESSIONAL
SERVICE CONTRACT WITH TRACY S. ZUR, ESQ. FOR SERVICES
AS MUNICIPAL PROSECUTOR FOR A ONE (1) YEAR TERM TO
COMMENCE ON JANUARY 1, 2011 AND TERMINATE ON
DECEMBER 31, 2011**

WHEREAS, the City of Hoboken requires the services of a municipal prosecutor, and N.J.S.A. 2B:25-1 et seq. defines the procedure for appointment of municipal prosecutors; and,

WHEREAS, the Mayor has presented to the Council Tracy S. Zur, Esq. for consideration to the position of municipal prosecutor for the 2012 calendar year; and,

WHEREAS, Tracy S. Zur, Esq. responded to the City of Hoboken's Request for Qualifications for the position of Municipal Prosecutor, and her appointment shall be subject to the Request for Qualifications and her accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

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

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

WHEREAS, the appointment is approved as a professional service contract, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to \$300.00 per court session in lieu of any and all other fees and benefits; accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the Mayor's suggestion that Tracy S. Zur, Esq. be appointed to the position of municipal prosecutor for the 2012 calendar year with an appropriation in the amount not to exceed Sixty Five Thousand Dollars (\$65,000.00);

WHEREAS, funds will be available for this purpose after adoption of the CY 2012 budget.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby appoints Tracy S. Zur, Esq. as the City of Hoboken municipal prosecutor for the 2012 calendar year in an amount not to exceed Sixty Five Thousand (\$65,000.00) dollars; and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with Tracy S. Zur, Esq. for the services of municipal prosecutor from January 1, 2012 through December 31, 2012, which shall include the following terms:

1. The Municipal Prosecutor shall appear at least thirty minutes prior to every Municipal Court session.
2. The Municipal Court Sessions are scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The Municipal Prosecutor is also required to appear for a special session on a Monday or Friday if one of the two Municipal Court Judges calls one.
4. The Municipal Prosecutor shall contact and arrange for the appointed alternate municipal court prosecutor(s) for services upon the sickness, vacation or other absence of the City's regular Municipal Prosecutor. The alternate prosecutors may also be contacted by the Municipal Court Prosecutor to provide prosecuting services when conflicts arise which prevent the regular prosecutors from performing their duties to the City on a case specific basis.

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

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

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

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

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

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

Meeting Date: December 21, 2011

Approved:

Arch Liston
Business Administrator

Approved as to Form:

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 \$65,000.00 is available in the following appropriations:

These funds, the amount to be included within the to-be-introduced CY 2012 budget, is sufficient to meet the contractual commitment providing for:

**MUNICIPAL PROSECUTOR – JANUARY 1, 2012 THROUGH
DECEMBER 31, 2012**

For payment to be submitted to the following contractor:

Tracy S. Zur, Esq.
212 Arrow Lane
Franklin Lakes, NJ 07417

I further certify that, subject to adoption of the CY 2012 budget, 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
RESOLUTION NO. : _____**

**RESOLUTION APPOINTING ESTHER MILSTED, ESQ. AS
MUNICIPAL PUBLIC DEFENDER FOR THE CITY OF HOBOKEN
FOR THE 2012 CALENDAR YEAR, AND AUTHORIZING A
PROFESSIONAL SERVICE CONTRACT WITH ESTHER MILSTED,
ESQ. FOR SERVICES AS MUNICIPAL PUBLIC DEFENDER FOR A
ONE (1) YEAR TERM TO COMMENCE ON JANUARY 1, 2011 AND
TERMINATE ON DECEMBER 31, 2011**

WHEREAS, the City of Hoboken requires the services of a municipal public defender, and N.J.S.A. 2B:24-1 et seq. defines the procedure for appointment of municipal public defender; and,

WHEREAS, the Mayor has presented to the Council Esther Milsted, Esq. for consideration to the position of municipal public defender for the 2012 calendar year; and,

WHEREAS, Esther Milsted, Esq. responded to the City of Hoboken's Request for Qualifications for the position of Municipal Public Defender, and her appointment shall be subject to the Request for Qualifications and her accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

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

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

WHEREAS, the appointment is approved as a professional service contract, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to \$250.00 per court session in lieu of any and all other fees and benefits; accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the Mayor's suggestion that Esther Milsted, Esq. be appointed to the position of municipal public defender for the 2012 calendar year with an appropriation in the amount not to exceed Thirty Thousand Dollars (\$30,000.00);

WHEREAS, funds will be available for this purpose after adoption of the CY 2012 budget.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby appoints Esther Milsted, Esq. as the City of Hoboken municipal public defender for the 2012 calendar year in an amount not to exceed Thirty Thousand (\$30,000.00) dollars; and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with Esther Milsted, Esq. for the services of municipal public defender from January 1, 2012 through December 31, 2012, which shall include the following terms:

1. The Municipal Public Defender shall appear at least thirty minutes prior to every Municipal Court session whenever a public defender is needed, as requested by the Municipal Court Administrator and/or Municipal Court Judge.
2. The Municipal Court Sessions are scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The Municipal Public Defender is also required to appear for a special session on a Monday or Friday if one of the two Municipal Court Judges calls one for which a public defender is required to attend.
4. The Municipal Public Defender shall contact and arrange for the appointed alternate municipal court public defender(s) for services upon the sickness, vacation or other absence of the City's regular Municipal Public Defender. The alternate public defender(s) may also be contacted by the Municipal Court Public Defender to provide services when conflicts arise

which prevent the regular public defender from performing her duties to the City on a case specific basis.

BE IT FURTHER RESOLVED Esther Milsted, Esq. shall be considered a per-diem non-employee, shall be entitled to \$250.00 per court session in lieu of any and all other fees and benefits; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

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

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

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

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

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

Meeting Date: December 21, 2011

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 \$65,000.00 is available in the following appropriations:

These funds, the amount to be included within the to-be-introduced CY 2012 budget, is sufficient to meet the contractual commitment providing for:

MUNICIPAL PUBLIC DEFENDER
JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

For payment to be submitted to the following contractor:

Esther Milsted, Esq.
1018 Washington Street
3rd Floor
Hoboken NJ 07030

I further certify that, subject to adoption of the CY 2012 budget, 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
RESOLUTION NO. : _____**

**RESOLUTION APPOINTING Kathleen M. Theurer, ESQ. AS
ALTERNATE MUNICIPAL PUBLIC DEFENDER FOR THE CITY OF
HOBOKEN FOR THE 2012 CALENDAR YEAR, AND AUTHORIZING
A PROFESSIONAL SERVICE CONTRACT WITH Kathleen M. Theurer,
ESQ. FOR SERVICES AS ALTERNATE MUNICIPAL PUBLIC
DEFENDER FOR A ONE (1) YEAR TERM TO COMMENCE ON
JANUARY 1, 2011 AND TERMINATE ON DECEMBER 31, 2011**

WHEREAS, the City of Hoboken requires the services of a municipal public defender, and N.J.S.A. 2B:24-1 et seq. defines the procedure for appointment of municipal public defender; and,

WHEREAS, the Mayor has presented to the Council **Kathleen M. Theurer**, Esq. for consideration to the position of alternate municipal public defender for the 2012 calendar year; and,

WHEREAS, **Kathleen M. Theurer**, Esq. responded to the City of Hoboken's Request for Qualifications for the position of Municipal Public Defender, and her appointment shall be subject to the Request for Qualifications and her accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

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

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

WHEREAS, the appointment is approved as a professional service contract, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to \$250.00 per court session in lieu of any and all other fees and benefits; accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the Mayor's suggestion that **Kathleen M. Theurer**, Esq. be appointed to the position of alternate municipal public defender for the 2012 calendar year with an appropriation in the amount not to exceed Five Thousand Dollars (\$5,000.00);

WHEREAS, funds will be available for this purpose after adoption of the CY 2012 budget.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby appoints **Kathleen M. Theurer**, Esq. as the City of Hoboken alternate municipal public defender for the 2012 calendar year in an amount not to exceed Five Thousand (\$5,000.00) dollars; and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with **Kathleen M. Theurer**, Esq. for the services of alternate municipal public defender from January 1, 2012 through December 31, 2012, which shall include the following terms:

1. The Alternate Municipal Public Defender shall appear at least thirty minutes prior to every Municipal Court session whenever a public defender is needed, upon notice by the Municipal Public Defender, or as requested by the Municipal Court Administrator and/or Municipal Court Judge in any instance where the Municipal Public Defender fails to notify the alternate.
2. The Municipal Court Sessions are scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The Alternate Municipal Public Defender is also required to appear for a special session on a Monday or Friday if one of the two Municipal Court Judges calls one for which the alternate public defender is required to attend.
4. The Municipal Public Defender shall contact and arrange for the appointed alternate municipal court public defender(s) for services upon the sickness, vacation or other absence of the City's regular Municipal Public Defender. The alternate public defender(s) may also

be contacted by the Municipal Court Public Defender to provide services when conflicts arise which prevent the regular public defender from performing her duties to the City on a case specific basis.

BE IT FURTHER RESOLVED Kathleen M. Theurer, Esq. shall be considered a per-diem non-employee, shall be entitled to \$250.00 per court session in lieu of any and all other fees and benefits; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

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

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

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

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

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

Meeting Date: December 21, 2011

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 \$65,000.00 is available in the following appropriations:

These funds, the amount to be included within the to-be-introduced CY 2012 budget, is sufficient to meet the contractual commitment providing for:

**ALTERNATE MUNICIPAL PUBLIC DEFENDER
JANUARY 1, 2012 THROUGH DECEMBER 31, 2012**

For payment to be submitted to the following contractor:

Kathleen M. Theurer, Esq.
Law office of Paul Condon
253 Academy Street
Suite 3
Jersey City, NJ 07306

I further certify that, subject to adoption of the CY 2012 budget, 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

COUNTY OF HUDSON

RESOLUTION TO CANCEL GRANTS AND CREDIT THE YEAR END SURPLUS WITH THE RESIDUAL BALANCES

WHEREAS there are various grants receivables and appropriated grant reserves that have been on the books of the City for a number of years and,

WHEREAS either the grant period has expired or the grants were actually expended but charged to the Current Fund budget in error and,

WHEREAS the Mayor and City Council wishes to cancel said grants.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hoboken, that the following grants be and are hereby cancelled and that any residual amount be credited to the year end surplus.

	<u>Receivable Balance December 31, 2010</u>	<u>Appropriated Reserve Balance December 31, 2010</u>
Click it Or Ticket	\$400	\$-0-
Roadway Improvements 2006	17,886	178,779
Public Health Priority Funding	58,796	-0-
State Cooperative Housing Inspection	2,990	-0-
NFL Youth Football Grant	4,000	8,000
Roadway Improvements 8 th Street	15,730	-0-
Recycling Tonnage	98,130	-0-
1118 Adams Street Urban Renewal	45,000	45,000
Save the Youth Grant		3
Hazardous Discharge Site	19,893	3,687
Home Support and Adult Daycare	31,058	66,482
Home Support and Adult Daycare	88,807	210,255
Multi Service Center Replacement	150,000	150,000
Child Care Services	150,000	150,000
Family Planning Services	20,000	20,000
United Cerebral Palsy	2,000	2,000
City Recreation Program	10,000	10,000
Recycling Tonnage	80,016	133,647
State Aid Highway Street School District	113,000	125,551
Clean Communities - 2008	80,455	28,197
Smart Growth Planning	15,000	60,000
Section 8 Housing Assistant Admin.		125,000

Public Health Priority Funding	15,974	191
Summer Fund Program	8,224	6,274
Walk Safe Pedestrian Grant	\$	\$1,379
Roadway Improvements 8 th Street		37,478
NJ 2007 Body Armor Replacement Grant		3,098
Clean Communities 2006		6
Roadway Improvements 2007		240,335
Hazmat Donations		36,616
Body Amor Replacement Fund		1
Alcohol Education and Rehab		18,224
COPS in School		22,800
Bond Amor Replacement Fund		5,763
State Forestry Green Community Grant		2,000
Adult Day Care		10,861
Drunk Driving Enforcement Grant		10,624
Drunk Driving Enforcement Grant		5,142
Downtown Revitalization Program		125,555
Public Healthcare Management Caregivers		90,893
Computer Program for the Elderly - DYFS		40,000
Clean Communities - 2007		5,169
12 Street Project and 20001 Clinton Street		18,497
2005 Roadway Improvement Project		114,926
State Aid Highway Hudson Place 2003		32,585
State Aid Highway Hudson Place 2004		19,144
Fire Department Grant		36,000
Senior Emergency Funds		<u>2,845</u>
	<u>\$1,027,359</u>	<u>\$2,203,007</u>

BE IT FURTHER RESOLVED that the amount of \$1,175,648 be transferred from the Federal and State Grant Fund accounts to the Current Fund as Miscellaneous Revenue Not Anticipated.

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Approved:

Arch Liston, Business Administrator

CITY OF HOBOKEN

COUNTY OF HUDSON

**RESOLUTION TO TRANSFER BALANCES FROM STALE TRUST ACCOUNTS TO THE
CURRENT FUND ACCOUNT**

WHEREAS balances exist in various trust reserves that have remained unchanged for a number of years and,

WHEREAS these balances have been deemed to be unencumbered and,

WHEREAS the Mayor and City Council wishes to cancel said balances.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hoboken, that the following balances be hereby cancelled and that the sum of \$165,449 be transferred from the Other Trust Account to the Current Fund Account as Miscellaneous Revenues Not Anticipated.

**Balance
December 31, 2010**

Reserve for:	
CD's Cultural Affairs	\$511
Hurricane Relief Fund	501
Hoboken PAL Hockey	2
OEP Investment	35,153
Police Memorial Fund	90,043
Girls Softball League	81
Fire-Turkeys	7
Shade Tree Commission	1
Unclaimed Bail	30,877
TAM Restaurant	5,266
Save the Youth	1,489
Fire Victims - McSwiggans	1,399
Anticipated Revenue	<u>119</u>
	<u>\$165,449</u>

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Approved:

Arch Liston, Business Administrator

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

**RESOLUTION TO CANCEL CAPITAL APPROPRIATION BALANCE OF
VARIOUS PROJECTS**

WHEREAS, a General Capital Improvement appropriation balance remains dedicated for various projects now completed; and

WHEREAS, it is necessary to formally cancel said unexpended debt authorization; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be returned to each respective Capital Improvement Fund or credited to Surplus, and unused debt authorizations may be canceled;

NOW THEREFORE BE IT RESOLVED By the City Council of the City of Hoboken, of the County of Hudson, that the following unexpended and dedicated balance of General Capital Appropriation by cancelled:

Ordinance Number	Date Authorized	Project Description	Amount Cancelled	
			Funded	Unfunded
P184	7/15/1992	Acquisition of Fire Apparatus	143,943.00	
R13	11/15/1993	Reconstruction of certain Piers	300,270.00	708,995.00
R85	10/9/1997	Castle Point Park	185,830.00	
R301	3/18/1998	Multi-Service Center	8,445.00	
R301	3/18/1998	Elysian Park	106.00	
R433	6/7/2000	Underground Storage Tank	53,492.00	
DR42	5/30/2002	Various Projects	3,930.00	65,013.00
DR223	12/15/2002	Land Acquisition		151,592.00
DR223	12/15/2002	Improvements on Buildings & Equipment		231,309.00
DR223	12/15/2002	Acquisition of Vehicles & Equipment		24,029.00

BE IT FURTHER RESOLVED, that the City Clerk forward two copies of this resolution to the Director of Local Government Services.

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

CERTIFICATION

I, James Farina, City Clerk of the City of Hoboken, hereby certify the foregoing to be a true copy of a resolution adopted by the City of Hoboken Council at their meeting held December 21, 2011.

WITNESS, my hand and the seal of the City of Hoboken this 21th day of December, 2011.

James Farina
City Clerk

Sponsored by: _____

Seconded by: _____

City of Hoboken

County of Hudson

Resolution No. _____

**RESOLUTION TO CANCEL CURRENT RESERVES AND BE RETURNED TO
CURRENT FUND SURPLUS**

WHEREAS balances exist in various Current Fund reserves that have remained unchanged for a number of years and,

WHEREAS these balances have been deemed to be unencumbered and,

WHEREAS the Mayor and City Council wishes to cancel said balances,

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hoboken that the following balances are hereby cancelled and that the sum of **\$236,639.00** be canceled and returned to Current Fund Surplus.

	Balance
Reserves for:	December 31, 2010
Ragamuffin Parade	\$7,306.00
911 Relief Fund	\$49,248.00
D.A.R.E.	\$8,964.00
Sinatra Park	\$23,241.00
Public Assistance	\$8,714.00
Other	\$24,618.00
Detention Center	\$1,280.00
Master Plan	\$113,268.00
Total:	\$236,639.00

Meeting Date: December 21, 2011

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

MEETING OF: December 21, 2011

REVIEWED BY:

APPROVED AS TO FORM:

Arch Liston
Business Administrator

Mark Tabakin
Corporation Counsel

INTRODUCED BY: _____
SECONDED BY: _____

AN ORDINANCE ACCEPTING A DEED RESTRICTION
IN FAVOR OF THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
FOR A PORTION OF BLOCK 267 LOT 1

DECLARATION OF DEED RESTRICTION

THIS DECLARATION OF DEED RESTRICTION (“Deed Restriction”)

is made as of this 22th day of December, 2011, by the City of Hoboken whose address is 94 Washington Street, Hoboken, County of Hudson, New Jersey (“Declarant”) in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (“EDA”).

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Hoboken and County Hudson, State of New Jersey designated as Lot 1, Block 267 of the official Tax Map of the City of Hoboken, commonly known as, all as particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the “Property”); and

WHEREAS, the soils surrounding Property have been contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the “Spill Act”), and

WHEREAS, Declarant represents that remediation of the contamination is estimated to cost at least \$1,274,777.00; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the “Remediation Act”), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the “HDSRF Grant”) pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the development or redevelopment of the contaminated property, and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction, which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

WHEREAS, subject to the Declarant's compliance with the Remediation Act, and based on Declarant's representations regarding the intended use of the Property for public open space, the New Jersey Department of Environmental Protection ("DEP") has recommended to the EDA that the Declarant be awarded a HDSRF Grant of up to 75% of the costs of the remedial action with respect to the Property because the remedial action would foster public outdoor recreation; and

WHEREAS, in reliance on DEP's recommendation and subject to, among other things, Declarant entering into this Declaration of Deed Restriction, the EDA has awarded Declarant an HDSRF Grant in the amount of \$1,063,264; and

WHEREAS, the grant of this Deed Restriction by Declarant will help to ensure that the Property is rehabilitated and reused consistent with the City of Hoboken's Redevelopment Plan; and

WHEREAS, the Declarant, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the Property is preserved for open space for the benefit of the public .

NOW THEREFORE, be it Ordained by the City Council of the City of Hoboken, in the County of Hudson, that in consideration of the award of the HDSRF Grant to Declarant and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein: **DECLARANT hereby irrevocably grants, bargains, sells, and conveys unto the EDA, TO HAVE AND TO HOLD the same unto EDA, its successors and assigns forever, this Deed Restriction in perpetuity.**

1. Deed Restriction for Recreation. Declarant hereby conveys, transfers, assigns and grants to the EDA, and its successors and assigns, this Deed Restriction solely with respect to Property.

2. Scope of Deed Restriction. This Deed Restriction conveys to EDA a limited interest in Property only as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

(a) Declarant agrees to prevent any disturbance or development on the Property and to permit the public open access to use the Property for recreation purposes in perpetuity.

(b) The NJDEP has approved a Remedial Action Work ("RAW") Plan for the site that includes work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.

(c) Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising

out of any work performed for, materials furnished to, or obligations incurred by Declarant.

- (d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property for recreational activities; and
- (e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

3. Title. Declarant warrants as of the date hereof good and sufficient title to the Property free from all encumbrances that would interfere with this Deed Restriction and hereby promises to defend the same against all claims that may be made in connection therewith. Declarant warrants that there are no mortgage liens on the Property on the date hereof. All mortgages and liens filed against the Property after the date hereof shall in all respects be subordinate to the lien of this Deed Restriction.

4. Inspection, Reporting and Right of Entry. At least annually, and on changes in possession, during reasonable hours, on written notice, the EDA or EDA's agents may enter and inspect the Property to determine a breach, default or violation of this Deed Restriction ("Violation"), and for enforcement of its terms. A failure to inspect by the EDA and/or its agents shall not be deemed to constitute a waiver of these rights.

5. Nature and Duration. The covenants, conditions and restrictions in this Deed Restriction shall be a burden upon and run with the land constituting the Property in perpetuity and are binding upon Declarant and the successors and assigns of Declarant for the benefit of the public. Declarant agrees that the terms, conditions, restrictions and purposes of this Deed Restriction will be inserted in any subsequent deed, lease, sub-lease or other legal instrument that includes any portion of the Property by which Declarant divests itself of any interest in the Property.

6. Transfer Notices. Declarant shall provide the EDA with written notice of any transfer or change in ownership of the Property, including but not limited to the name and address of the new owner, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. Remedies – Breach/Default. In addition to, and not in limitation of, any other rights of the EDA hereunder or at law or in equity, if the EDA determines that a Violation of this Deed Restriction has occurred or that a Violation is threatened, the EDA shall give written notice to Declarant of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Declarant fails to cure the Violation after receipt of notice thereof from the EDA, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the EDA, fails to begin curing such Violation within the time period dictated by the EDA, or fails to continue diligently to cure such Violation until finally cured, the EDA may bring an action at law or in equity in a court of competent jurisdiction:

(a) to enjoin and/or cure such Violation;

(b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;

(c) to seek or enforce such other legal and/or equitable relief or remedies as the EDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or

(d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

8. EDA's Rights – Immediate Action. If the EDA, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the EDA may pursue its remedies under paragraph 7 above without prior notice to Declarant or without waiting for the period provided for cure to expire. The EDA's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Deed Restriction. Declarant agrees that the EDA's remedies at law for any Violation of the terms of this Deed Restriction are inadequate and that the EDA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the EDA may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the State of New Jersey or any of its departments or agencies' rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. EDA's Right of Transfer. The EDA reserves the right to transfer, assign, or otherwise convey this Deed Restriction to any other entity or person to enforce the provisions of this Deed Restriction. The Deed Restriction shall inure to the benefit of, and be binding upon, all assignees, transferees and successors in interest of EDA. Declarant shall pay any fee charged by such entity or person to perform those services.

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the EDA, and any forbearance by the EDA to exercise its rights under this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the EDA of such term or of any subsequent Violation of any of the EDA's rights under this Deed Restriction. No delay or omission by the EDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

11. Cost Reimbursement: Declarant agrees to reimburse the EDA for any costs incurred by the EDA in enforcing the terms of this Deed Restriction against Declarant, and including, without limitation, the cost of any action taken to remedy an actual or threatened Violation and the reasonable costs of suit and attorney's fees.

12. Indemnification. Declarant agrees to defend, indemnify and hold harmless the EDA, its employees, members, and agents and the State of New Jersey from and against any and all claims, liabilities, losses, damages, injuries, costs, or expenses that may arise in connection with or on account of the Property or the Deed Restriction.

13. Insurance. The Declarant agrees that it shall keep the Property insured consistent with the insurance requirements of any lender. In the event that there is no lender, Declarant agrees to maintain replacement insurance coverage for Property. Upon the request of the EDA, Declarant agrees to provide EDA with a Certificate of Insurance evidencing the replacement coverage insurance EDA has procured in compliance with this paragraph.

14. Notices. Any notice, demand, request, consent, approval or communication under this Deed Restriction shall be sent by certified mail, return receipt requested or reliable overnight carrier, addressed as follows:

To Declarant:

City Clerk and Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

To the EDA:

EDA's address for the purpose of notice is:

Incentives Portfolio Management
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990

A party may change the address or person to whom notices are required to be given by notice given in the manner above required.

15. Entire Agreement and Severability. This instrument and the attached Exhibit contain the entire agreement of the parties with respect to the Deed Restriction and supersedes any prior agreements relating to the Deed Restriction. If any provision of this Deed Restriction is held unenforceable by a court of competent jurisdiction, the remainder of the Deed Restriction shall continue in full force and effect.

16. Amendments. This Deed Restriction may only be amended by a written instrument signed by Declarant and EDA, and/or their successors and assigns, provided that any

amendment shall be null and void if it is not consistent with the public recreation purposes of this Deed Restriction and would cause the Deed Restriction to not qualify as a conservation and preservation deed restriction under the Remediation Act.

17. Effective Date: This Deed Restriction shall be effective immediately.

18. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Deed Restriction.
- b. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon construction or interpretation.
- c. Execution of this Deed Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

19. Governing Body Approval of Deed Restriction

First Reading:

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

Final Reading / Adoption:

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

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Hudson County Clerk.

DECLARANT:

Date: _____

By: _____

Ms. Dawn Zimmer
Mayor, City of Hoboken

ATTEST:

Mr. James Farina
City Clerk, City of Hoboken

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)

ss.

On this ___ day of December, 2011, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared

known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Being within a portion of Lot 1, Block 269.4. Said Lot and block numbers shown on a map entitled "Hoboken Cove, Final Plat- 2, Block 126, Lots 5&6, Block 255, Lots 4.1, 4.2, 6.1, 7 & 8, Block 264, Lot 3.1, Block 268.1, 1, 2, 3, & 4, Block 269.2, Lot 1, Block 269.3, Lot 1, 269.4, Lot 1, 269.5, Lot 1, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portions of Lot 1, Block 269.4, being more particularly described as follows:

BEGINNING at a point along the Easterly line of Park Avenue, (65' R.O.W.). Said point being North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue from a point formed by the intersection of the said Easterly line of Park Avenue with the Northerly line of 15th Street, (variable width); thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 610.90 feet along the said Easterly line of Park Avenue to a point in the Municipal line between the Township of Weehawken and the City of Hoboken; thence;
2. North 87 degrees 52 minutes 31 seconds East, a distance of 103.38 feet along the said Municipal line to a point in the same; thence;
3. South 12 degrees 33 minutes 43 seconds West, a distance of 637.11 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 100.00 feet to the point and place **BEGINNING**

Containing: 62,400 Square Feet = 1.43 acres

The above described is subject to the rights and restrictions of easements, if any, being within and/or crossing the same bounds as described above.

AND

Being within a portion of Lot 1, Block 267. Said Lot and Block numbers as shown on a map entitled "Hoboken Cove, Final Plat – 2, Block 126 Lot 5 & 6, Block 255 Lot 4.1, 4.2, 6.1, 7 & 8, Block 264 Lot 3.1, Block 268.1 Lot 1, 2, 3 & 4, Block 269.2 Lot 1, Block 269.3 Lot 1, 269.4 Lot 1, Block 269.5 Lot 1 City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski & Sartor, LLC, and filed in the Hudson County Register's Office on August 11, 2005 as Filed Map No. 3972.

Portion of Lot 1, Block 267 being more particularly described as follows:

BEGINNING at a point along the division line between Lot 1, Block 267 and Lot 1, Block 269.1. Said point being the following two, (2) courses from the intersection between the Easterly

line of, (65.0' R.O.W.), Park Avenue with the Northerly line of 15th Street, (variable width).

A) North 12 degrees 33 minutes 43 seconds East, a distance of 196.62 feet measured along the said Easterly line of Park Avenue to a point; thence

B) South 77 degrees 26 minutes 17 seconds East, a distance of 100.00 feet to the point and place of BEGINNING; Thence running

1. North 12 degrees 33 minutes 43 seconds East, a distance of 310.00 feet to a point; thence
2. South 77 degrees 26 minutes 17 second East, a distance of 90.00 feet to a point; thence
3. South 12 degrees 33 minutes 43 seconds West, a distance of 315.00 feet to a point; thence
4. North 77 degrees 26 minutes 17 seconds West, a distance of 90.00 feet to a point; thence
4. North 12 degrees 33 minutes 43 second East, a distance of 5.00 feet to the point and place of **BEGINNING**.

Containing: 28,350 Square Feet = 0.65 acres

The above described is subject to the rights and restrictions of easements, if any, being within and/or crossing the same bounds as described above.

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: December 16, 2011

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Arch Liston, Business Administrator
Mark Tabakin, Corporation Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: Deed Restriction of Hoboken Cove

The contractor is completing the remediation on Hoboken Cove this month. As part of the Hazardous Discharge Site Remediation Fund (HDSRF) grant received for this environmental remediation, there is a required deed restriction/easement for the site to limit the use of the site for recreation and conservation development. In order to close out this grant, this deed restriction is required to be approved and recorded.

On the agenda for the December 21, 2011 City Council meeting is the introduction of the ordinance to institute this deed restriction. This is a procedural step required for the completion of the HDSRF remediation grant for the Hoboken Cove park. It is understood that the site is only to be used for recreation and conservation development, as is stipulated in the Developer's Agreement for this site and as part of the Green Acres funding for the development of the park, but this solidifies that as a deed restriction as is required by the funding source.

Please let me know if you have any questions regarding this agenda item.

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No.: _____

**AN ORDINANCE DELETING THE CURRENT SECTION §196-31 IN ITS ENTIRETY
AND REPLACING IT WITH A NEW ARTICLE IX ENTITLED
“SIGNS & SIGNAGE”**

WHEREAS, the language, rules and regulations of Chapter 196-31 of the current Code of the City of Hoboken have become antiquated and outdated; and

WHEREAS, it is in the City 's best interest to update the City Code to reflect modern issues and conditions and to promote an aesthetic consistent with the Master Plan and the character of our vibrant, urban, pedestrian oriented city.

Now **THEREFORE**, be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

SECTION ONE: DELETION

Section §196-31 of the Code of the City of Hoboken entitled “Signs”, as it currently exists, and shown below, is hereby deleted in its entirety.

~~§ 196-31. Signs.~~

~~Signs may be erected and maintained only when in compliance with the following conditions:~~

~~A. General regulations shall be as follows:~~

~~(1) Interference with vision and safety.~~

~~(a) Signs, other than municipal, county or state traffic direction signs, shall not be erected within the right-of-way of any street, nor shall any sign be located so as to be a traffic hazard.~~

~~(b) No sign of any type shall be permitted to obstruct driving vision, traffic signals, traffic direction and identification signs, adjacent properties, businesses or signs, or windows or buildings on which they are located.~~

~~(c) No sign shall project into a public way traversed by vehicles or pedestrians.~~

~~(2) Action by Building Inspector.~~

~~(a) A permit shall be secured from the Building Inspector for the erection, alteration or reconstruction of any signs, other than nameplates, identifications, sales or rental signs.~~

~~(b) Whenever a sign becomes structurally unsafe or endangers the safety of the public or the building to which it is affixed, the Building Inspector shall order such sign to be made safe or removed. Such order shall be complied with within 10 days thereof by the person, firm or corporation owning or using the sign or the owner of the building or premises on which the unsafe sign is affixed or erected.~~

~~(3) Temporary signs. All temporary signs erected for a special event, such as an election or a sale, shall be removed by the property owner when the event shall have taken place. No permit is required for such temporary signs, provided that they do not exceed 32 square feet and provided that all temporary signs, other than election signs, shall not remain in place more than four weeks.~~

~~(4) Illuminated, flashing and animated signs.~~

~~(a) No sign with red, green, amber or blue in a flashing beam or beacon form shall be erected.~~

~~(b) All lighted signs shall be indirectly illuminated so that such light source is properly shielded from residences and streets.~~

~~(c) Signs using mechanical and/or electrical devices to display movement or the illusion of movement are prohibited in all districts, except that signs displaying the time and/or temperature shall be permitted.~~

~~B. Signs in residential districts. The following signs are permitted in residential districts:~~

~~(1) Nameplate and identification signs. A sign indicating the name and/or address of the occupants may be permitted, provided that the sign shall be no larger than two square feet. A permitted home occupation may be included with the name of the occupant and occupation. Only one sign per dwelling unit is permitted.~~

~~(2) Sales or rental signs. Signs advertising the sale or rental of the premises upon which they are located may be permitted, provided that:~~

~~(a) The size of any such sign is not in excess of eight square feet.~~

~~(b) Not more than one sign is placed upon any property.~~

~~(c) Such signs shall be promptly removed when premises are sold or rented.~~

~~(3) Institutional signs. Signs of schools, colleges, churches or other institutions of similar public or semipublic nature may be erected and maintained, provided that:~~

~~(a) The size of such sign is not in excess of 25 square feet.~~

~~(b) Not more than one such sign is placed on a property, unless such property front is upon more than one street, in which event two such signs may be~~

~~erected, one on each of two frontages. In the event that the property has 800 feet of frontage on one road or has a number of entrances or exits, the Planning Board may authorize placement of additional signs.~~

~~(c) If illumination is permitted, lights must be placed so as not to shine directly or indirectly on neighboring properties.~~

~~(4) Retail businesses and services. The total gross advertising area of a sign for a retail business or service in a residential district shall not exceed 10% of the area of the first story of the building frontage to which it is attached. Where signs are required for retail uses on floors, other than the first or street level floor, the total area of all signs displayed on such building frontage shall not exceed 20% of the area of the first floor building frontage. For buildings with more than one retail use, each use shall be permitted no more than one sign for each street frontage, and the maximum area of all signs on a building frontage shall not exceed 20% of the area of the first floor frontage.~~

~~C. Signs in special and industrial districts.~~

~~(1) Special districts.~~

~~(a) Retail businesses or services, hotels, motels and other commercial activities shall be permitted one primary sign each, which shall be attached flat against a wall. The primary sign shall not exceed an area equivalent to 10% of the area of the first story of the building frontage to which it is attached, but not to exceed 200 square feet for a hotel or motel or 100 square feet for other uses, whichever is smaller. Signs may be lighted.~~

~~(b) In addition to the signs otherwise permitted under this Article within the district in which a planned development is located, a planned development shall be permitted one freestanding lighted sign which shall not exceed a height of 10 feet nor a width of six feet. The precise location of the sign shall be approved by the Planning Board as part of the site plan approval process with due regard to issues of traffic safety and the need for proper identification of the planned development and the uses located therein.~~

~~(2) Industrial districts.~~

~~(a) Service stations may be permitted one freestanding lighted sign and one lighted sign attached flat against the building. The freestanding sign shall not be closer to any street than 30 feet and shall not exceed a height of 25 feet nor an area of 48 square feet. The attached sign shall not exceed 48 square feet in area or be higher than the height of the roofline.~~

~~(b) Each structure shall be permitted unlighted signs identifying tenants or owners. Total area of the signs shall not exceed 10% of the area of the wall to which it is attached or 200 square feet, whichever is smaller. There shall be no more than three separate signs on any one wall.~~

~~D. Advertising signs. Advertising signs shall not be permitted in any zoning district in the City of Hoboken.~~

E. Permanent signs in Historic Subdistricts.

~~(1) General provisions.~~

~~(a) All signage within an historic district or on a designated historic landmark shall conform to all city codes and shall require a certificate of appropriateness or of no effect. Any sign hereafter erected, displayed or repaired [more than 50% of replacement] within an historic district or on a landmark shall conform to the provisions of this section and any other ordinance or regulation of the City of Hoboken.~~

~~(b) All signage shall reflect the historic character of the area of the proposed sign placement and will respect the size, scale and mass of the facade, building height and rhythms and sizes of windows and door openings.~~

~~(2) Prohibited signs. Large mechanical portable signs shall not be permitted within historic districts or on historic landmarks. Other signs which shall not be permitted are:~~

~~(a) Any sign placed upon a building, structure, object or site in any manner which disfigures, damages or conceals any window opening, door or significant architectural feature/detail of any building.~~

~~(b) Any sign which is not directly identified or associated with a permitted use in a specific district or landmark.~~

~~(c) Any sign which is abandoned for more than six months or damaged beyond 50% of its replacement value.~~

~~(d) Any attachment to an already affixed sign which does not meet the provisions of the City Code.~~

~~(e) Any roof-mounted signs, except in the case of landmark signs.~~

~~(3) Regulations.~~

~~(a) All signs shall comply with the following regulations:~~

~~[1] No sign shall be placed in such a position that it will cause danger to traffic on a street by obscuring the view.~~

~~[2] No sign other than official traffic signs shall be erected within or shall project over the lines of any street right-of-way unless specifically authorized.~~

~~[3] No sign shall be backlit within the historic districts. No sign shall be lighted with flashing lights. No sign shall be lighted with lights that are disproportionately large in relation to the building facade.~~

~~[4] In addition to the other requirements of this section, every sign referred to in this section must be constructed of durable materials, must be kept in good condition and repair and shall not be allowed to become dilapidated.~~

~~(b) Hanging signs shall also comply with the following regulations:~~

~~[1] The maximum projection of hanging signs from the building surface shall not exceed four feet. In no event shall any sign extend over the public right-of-way.~~

~~[2] The support of such signs shall be of materials in keeping with the historic character of the district.~~

~~[3] The size of such sign shall be in proportion to the building facade on which it is displayed, but in no event shall the size of the sign exceed eight square feet.~~

~~[4] The face of the sign shall represent the name of the firm, store or establishment or represent the craft, guild or profession practiced therein.~~

~~[5] The minimum distance between the ground and the bottom of such signs shall be eight feet.~~

~~[6] Hanging signs shall not be allowed in noncommercial areas.~~

~~(4) Signs for residential buildings permitted. The following signs are permitted:~~

~~(a) A nameplate sign situated within the property lines and bearing only the name and address of the principal occupants or home occupation/professional office, provided that the sign does not exceed 24 square inches in total area.~~

~~(b) One "For Sale" or "For Rent" sign may be erected on the property to be sold or rented, except that on corner properties an additional sign may be erected on the side of the building. Signs shall not exceed four square feet in area.~~

~~(5) Signs for mixed-use/commercial buildings permitted. Wall signs are permitted on each building wall that faces on a street, subject to the following limitations and requirements:~~

~~(a) The requirements of Subsection E(4)(a) and (b) above.~~

~~(b) Not more than one wall sign shall be permitted for each business establishment or use located in the building except for corner buildings which will be allowed one minor sign not to exceed six square feet.~~

~~(c) No such sign shall extend farther than six inches from the face of the building wall to which it is attached.~~

~~(d) The height of any sign shall not exceed three feet or 20% of the height of the building wall to which it is attached, whichever is less.~~

~~(e) The total of the widths of all such signs may be equal to the building wall to which they are attached.~~

~~F. Banners, flags and/or pennants that promote the consumption of alcohol shall be prohibited.~~

SECTION TWO: ADDITION

The following Section is hereby added to the City Code of the City of Hoboken:

ARTICLE IX **Signs and Signage**

196-901 Definitions

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

Awning Sign – A sign that is mounted, painted, or attached to an awning or other window or door canopy. Awnings may be fixed or retractable. The sign area of an awning is based on the total gross printed area.

Billboard – A commercial sign that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

Blade Sign – A vertically oriented wall sign that projects from the façade of the building to which it is attached.

Bulletin Board – A sign that identifies an institution or organization on whose premises it is located and that contains the name of the institution or organization, the names of individuals connected with it, and general announcements of events or activities occurring at the institution, or similar messages.

Bus Shelter Sign – Advertising signs that are enclosed by a frame, glass or are otherwise mounted to a bus shelter.

Canopy Sign – A sign that is affixed to a ridged building canopy. See also Awning Signs.

Directional Sign – Signs limited to directional messages such as “one way,” “entrance,” and “exit.”

Feather Flag Sign – Temporary advertising signs made of lightweight cloth that are supported by a light weight freestanding pole or frame.

Freestanding Sign – Any of a group of sign types, including but not limited to; A-frames, poster signs, “swinger” or “springer” signs, specifically designed for use on the sidewalk, and not permanently affixed to a building or other structure.

Governmental Sign – A sign erected and maintained pursuant to an in discharge of any governmental functions or required by law, ordinance, or other governmental regulation.

Pole Sign – A sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.

Political Sign – A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Portable Sign – See Freestanding Sign.

Projecting Sign – A sign that is wholly or partly dependent upon a building for support and that projects more than 12 inches from the façade of that building.

Real Estate Sign – A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.

Roof Sign – A sign that is mounted on the roof of a building or that is wholly dependent upon a building for support and that projects above the top edge or roof line of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

Sight Triangle – A triangle shaped portion of the public right-of-way at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists or pedestrians entering or leaving the intersection.

Sign Area – The entire face of a sign, including the advertising surface and any framing, trim, or molding but not including the supporting structure; or the unprinted area of an awning.

Suspended Sign – A sign hanging from a marquee, awning, porch or canopy.

Temporary Sign – A sign or advertising display constructed of cloth, canvas, fabric, plywood, or other light material and designed or intended to be displayed for a short period of time. Other than political signs, temporary signs shall not remain in place more than four (4) weeks unless expressly approved by zoning.

Wall Sign – A sign fastened to, or painted on, the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve (12) inches from such building or structure.

Window Sign – A sign that is painted or mounted onto a windowpane, or that is hung directly inside a window for the purpose or effect of identifying any premises from the sidewalk or street; or for advertising special sales, events, or products.

196-902 Compliance, Certification and Permits.

- A. All signs hereinafter erected, altered, enlarged, relocated, or repaired shall require a Certificate of Zoning Compliance issued by the Zoning Officer and a Building Permit issued by the Construction Code Official.
- B. Applications shall include the following:
 - (1) Drawings indicating plot plan, building elevation, sections showing sign location, size, type, material, method of attachment and indicating all

other existing wall signs, projecting signs, and/or other signs on the building, lighting and support details.

- (2) Proof of ownership or authorization of the owner to erect a sign.
- C. Signs on buildings or structures; or property, whether public or private, located within any historic district or site, which is erected, altered, enlarged, relocated, or repaired, must obtain prior approval from the Hoboken Historic Preservation Commission.
- D. Exceptions. Those signs enumerated in 196-903A below do not require zoning or building permits.

196-903 Signs Permitted In All Districts.

- A. Signs Permitted in All Districts.
 - (1) Any public notice or warning required by a valid and applicable Federal, State, County, or local law, regulation or ordinance.
 - (2) Traffic control signs which meet Department of Transportation standards, and which contain no commercial message of any sort.
 - (3) Governmental and public utility signs.
 - (4) Flags of the United States, New Jersey, the City of Hoboken, flags of any foreign nation, or other flags with purely non-commercial purposes.
 - (5) Signs or banners advertising public or quasi-public events that are posted with the permission of the City of Hoboken according to guidelines set by the City of Hoboken and with a set time limit to their posting.
 - (6) Any sign indicating the name of a building and/or date of construction and/or other incidental information about its construction, which may be cut into a masonry surface or made of bronze or of similar permanent material such as historic tables, cornerstones, memorial plaques and emblems. "Address Signs" shall be no larger than two (2) square feet. No more than two (2) such signs shall appear on any single building façade, and no more than three (3) on any two (2) adjoining facades.
 - (7) Any sign which is inside a building, not attached to a window or door, and is not readable from a distance of more than three (3) feet beyond the lot line of the lot or parcel nearest to where such sign is located.
 - (8) Real estate signs for the sale or rental of the premises upon which the sign is posted provided that the sign is no more than eight (8) square feet and removed within one (1) week of the date of sale or rental of the property. One (1) sign shall be permitted per dwelling or commercial unit. Where more than one residential and/or commercial unit in the

same structure is listed for sale or rent, one (1) sign shall be permitted for each listed unit. No real estate company, office or agency shall display more than one (1) sign regardless of the number of listed units.

- (9) Political signs may be displayed for a period of not more than sixty (60) days prior to an election and no more than three (3) days after the election.

B. Signs Prohibited in All Districts.

- (1) Signs which interfere with, disrupt, or block a pedestrian or vehicular circulation pattern or site line, and which constitute a safety hazard to persons or vehicles.
- (2) Signs projected, painted, printed or written, or otherwise attached in any manner to a public sidewalk.
- (3) “Illuminated Signs” which have interior or exterior flashing light sources, which have intermittent or variable intensity lighting, or which cause glare on pedestrian or vehicular circulation patterns within or into residential areas.
- (4) Privately owned or operated signs which simulate or resemble by color, size, shape, or location any governmental, public utility, official, traffic, directional or warning sign or device.
- (5) Advertising signs for products or services on any building exclusively used for residential purposes, or on any structure, fence or lot where the product or service is not made, produced, assembled, stored or sold.
- (6) Signs which move either by wind, motion, mechanical or electrical means, except signs with time or temperature messages.
- (7) Feather flags.
- (8) Roof signs.
- (9) Signs on any building façade not fronting on a public right-of-way or driveway with direct access to a public right-of-way.
- (10) Signs applied to the façade of a building which cover any portion of a window, cornice or other architectural detail of the building.
- (11) Televisions used for promotional purposes projected onto the public right-of-way.
- (12) Billboard signs.

In addition to the permitted signs enumerated in 196-903 A, the following signs are permitted in any Residential (R) or Mixed Use (W) district:

- (1) Home Occupation signs, identifying a permitted use in residential districts, affixed to the structure, and not exceeding one (1) square foot in area.
- (2) Institutional signs for schools, colleges, churches, or other institutions of similar public or semipublic nature provided that: (i) the sign does not exceed twenty-five (25) square feet in area, (ii) if freestanding, is not more than five (5) feet in height, and/or (iii) not more than one (1) sign is placed on a property, unless such property fronts upon two (2) non-adjointing streets, in which event two (2) signs are permitted, one (1) on each frontage.
- (3) Retail businesses and services, where permitted, shall be allowed one (1) sign affixed to the front of the building. The total gross advertising area of a sign for a retail business or service shall not exceed ten percent (10%) of the area of the first floor frontage, up to but not exceeding one hundred (100) square feet. For buildings with more than one (1) retail use or where retail uses are located on floors other than the first or street level floor, each use shall be permitted one (1) sign, and the maximum area of all signs on a building frontage shall not exceed twenty percent (20%) of the area of the first floor frontage.
- (4) Projecting signs are permitted provided they comply with the following regulations:
 - (a) The maximum projection of a hanging sign from the building surface shall not exceed forty-eight (48) inches. In no event shall a projecting sign extend over the street.
 - (b) The support of such signs shall be of materials in keeping with the character of the district and/or the supporting structure.
 - (c) If an existing sign, which predates the adoption of this ordinance, is being refaced, then the sign size and style shall not be altered. New signs shall not exceed eight (8) square feet.
 - (d) Sign shall be not less than eight (8) feet above grade.
- (5) Awning and canopy signs. See 196-907.
- (6) Window signs, not exceeding thirty percent (30%) of the window area to which the sign is affixed. Temporary signs hung in the window of a retail business or service location may not exceed fifty percent (50%) of the window area and shall not obstruct visibility in such a manor as to be unsafe.
- (7) Non-illuminated temporary signs on new construction sites, not exceeding twelve (12) square feet, provided that a building permit for

said construction has been issued and that said sign is removed prior to the issuance of a certificate of occupancy.

- (8) Directional signs for entry and exits to parking areas, not to exceed four (4) square feet in area.

196-905 Signs Permitted in the Central Business Districts (CBD)

In addition to the permitted signs enumerated in 196-903 A, the following signs are permitted in the CBD:

- (1) Those signs permitted in Residential and Mixed Use Districts.
- (2) Bus shelter advertisement signs. Information is available through the Office of the Director of Transportation and Parking.
- (3) Pole signs are permitted, affixed to lamp posts on Washington Street, provided the bottom edge of any sign is not less than (8) feet above grade, and the sign area does not exceed twelve (12) square feet. These sign spaces are reserved for use by the municipality and other not-for-profit organizations. Information and applications are available through the Office of Cultural Affairs.
- (4) Free-standing signs such as a-frames, poster stands or similar, are permitted for retail business and service locations, provided the following criteria are met:
 - (a) The number of signs shall be limited to one (1) sign per business location.
 - (b) The sign shall be located immediately in front of the business for which it is advertising, and shall not be more than six (6) feet from the entrance to the business.
 - (c) No sign shall be located within the sight triangle of an intersection.
 - (d) The maximum size of any free-standing sign shall not exceed 24" x 36".
 - (e) No sign shall have more than two (2) display faces.
 - (f) No sign shall be displayed when there is snow covering more than 25% of any part of the sidewalk.
- (5) Restaurants shall be permitted one (1) menu display not to exceed three (3) square feet attached either to the façade of the building or to an approved café divider.
- (6) Temporary banner signs, provided:

- (a) No banner is displayed for more than six (6) weeks.
- (b) No more than one (1) banner is displayed at any time and the total area of the banner does not exceed thirty (30) square feet.
- (c) No banner shall be displayed that promote the consumption of alcohol or cigarettes.

196-906 Signs Permitted in I-1 and I-2 Industrial Zones

In addition to the permitted signs enumerated in 196-903 A, the following signs are permitted in the I-1 and I-2 Industrial zones:

- (1) Those signs permitted in Residential, Mixed Use, and Central Business Districts.
- (2) Service stations shall be permitted one (1) lighted pole sign and one (1) lighted sign attached flat against the building. The pole sign shall not be closer to any street than thirty (30) feet and shall not exceed a height of twenty-five (25) feet or a sign area of forty-eight (48) square feet.

196-907 Awning and Canopy Signs.

- A. An awning or canopy sign may be used in lieu of or in combination with a permitted wall sign. In either case the total sign area shall not exceed the coverage permitted in 196-904 (3) above.
- B. The sign area of an awning shall be calculated based on the total gross printed area.
- C. A fixed awning shall project no more than thirty-six (36) inches from the front façade of the building to which it is attached.
- D. Retractable awnings are permitted to extend up to but not more than ten (10) feet from the building to which they are attached.
- E. The bottom edge of either a fixed or retractable awning shall be not less than eight (8) feet or more than ten (10) feet in height above the sidewalk.
- F. A fabric building canopy constructed over a fixed frame shall be limited in use to multi-unit residential dwellings (where expressly permitted as part of site-plan approval), funeral homes, nursing homes, senior housing facilities, assisted-living facilities, hospitals and acute patient care facilities. No canopy shall extend beyond the curb-line or ten (10) feet whichever is less. No framework or supporting structure shall encumber the sidewalk or limit the public right-of-way.
- G. Awnings and canopies located at the entrance of any dwelling, store or other building shall be imprinted with the address of the building.

196-908 Lighting Regulations for Signs.

- A. All signs to be lighted, including awning signs, shall be indirectly illuminated so that such light source is properly shielded from residences and streets.
- B. Signs using mechanical and/or electrical devices to display movement or the illusion of movement are prohibited in all districts.
- C. No sign with red, green, amber or blue in a flashing beam or beacon form shall be permitted.
- D. Backlit signs are not permitted in historic districts unless expressly permitted by the Historic Preservation Commission.
- E. Neon signs are not permitted in historic districts unless expressly permitted by the Historic Preservation Commission.
- F. Signs affixed to a commercial structure that display time and/or temperature shall be permitted provided all other sign regulations are met.

196-909 Historic Districts; Approval Procedure and Protections.

- A. A Zoning Letter must accompany all applications to the Historic Preservation Commission (HPC). The application shall not be deemed complete and no Board hearing shall be scheduled until said letter has been filed with the Board secretary.
- B. A Certificate of Appropriateness from the Historic Preservation Commission shall be required for all signs within a historic district or on a designated historic landmark.

196-910 General Provisions, Maintenance and Appearance.

- A. All signs shall be maintained in a clean and neat-appearing condition, and such maintenance, where applicable, shall include regular cleaning; regular painting and removal of any peeled, chipped or blistered paint; the renewal or replacement, in whole or in part, or any sign which has been caused to crack, break, peel or otherwise disintegrate or fall apart.
- B. All signs attached to the ground or to a building or other structure shall be thoroughly and rigidly secured and shall be repaired and maintained as necessary to keep them secure, safe and free from causing any danger or damage to persons or property.
- C. No sign shall be erected or maintained so as to obstruct access to any fire escape, window, door, exit or standpipe, or obstruct passage by either vehicular or pedestrian traffic on any public or quasi-public right-of-way.

- D. Signs shall be constructed and erected in such a manner as to allow for the effects of high winds and other natural forces.
- E. If the Zoning Officer or Building Inspector shall determine that any sign, now or hereafter erected or maintained, is unsafe or insecure or is a menace to the public, or has been constructed or erected or is being maintained in such a manner as to pose a hazard to persons or property, or has been constructed or erected or is being maintained in violation of the provisions of this chapter or any other law or ordinance, he/she shall give written notice to the permittee, and, if there is no permittee, to the owner of the premises, of such violation. If the permittee or owner fails to remove or alter the sign within ten (10) days after such notice, such sign may be removed or altered by the City at the expense of the permittee or owner of the premises upon which it is located. The Zoning Officer or Building Inspector may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice.
- F. Any sign, now or hereafter erected or maintained, which no longer advertises a bona fide business conducted or product sold, or notice of a current or future event, shall be taken down and removed by the permittee or by the owner of the premises, if there is no permittee, within thirty (3) days after such business ceases, such product ceases to be sold or such event occurs. Upon failure to comply, the Zoning Officer is hereby authorized to cause the removal such sign and any expense incident thereto shall be paid by the permittee or owner of the premises upon which the sign is located. The Zoning Officer shall thereafter refuse to issue a permit for the erection of any sign, awning, canopy or marquee in the City of Hoboken to any permittee or property owner who refuses to pay the cost of such removal.
- G. Temporary signs erected for a special event or sale shall be removed by the property owner when the event shall have taken place, or after four (4) weeks, whichever is less.

196-911 Nonconforming Signs.

Signs lawfully in existence at the effective date of the section, which shall be made nonconforming at the passage of this section shall be allowed to continue as of right, regulated as follows:

- (1) Repair of an existing sign is permitted, provided that the cost of repair does not exceed fifty percent (50%) of the replacement costs of the sign. If a sign is identified as a landmark sign by the Historic Preservation Commission, that sign may be maintained regardless of cost.
- (2) The structural alteration of a nonconforming sign shall only be permitted if said alteration brings the sign into conformance with this section.
- (3) No permits shall be issued for new signs on owner-occupied or single-tenanted properties where nonconforming signs exist.

SECTION THREE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

SECTION SIX: CODIFICATION

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

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

Date of Introduction: December 21, 2011

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

RECORD OF COUNCIL VOTE ON INTRODUCTION			
Council Person	Aye	Nay	N.V.
Castellano			
Cunningham			
Giattino			
Marsh			
Mason			
Mello			
Occhipinti			
Russo			
Pres. Bhalla			

RECORD OF COUNCIL VOTE ON 1ST READING			
Council Person	Aye	Nay	N.V.
Castellano			
Cunningham			
Giattino			
Marsh			
Mason			
Mello			
Occhipinti			
Russo			
Pres. Bhalla			

RECORD OF COUNCIL VOTE ON FINAL VOTE (2ND READING)			
Council Person	Aye	Nay	N.V.
Castellano			
Cunningham			
Giattino			
Marsh			
Mason			
Mello			
Occhipinti			
Russo			
Pres. Bhalla			

I hereby certify the above vote on this _____ day of _____, 2011.

James Farina, City Clerk

Approved by the Mayor on the _____ day of _____, 2011.

Dawn Zimmer, Mayor

-or-

Vetoed by the Mayor for the following reasons:

CITY OF HOBOKEN

Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: October 27, 2011

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Arch Liston, Business Administrator
Mark Tabakin, Corporation Counsel

FROM: Brandy Forbes, Community Development Director

RE: Ordinance revising "Signs & Signage" chapter of the Zoning Code

The proposed revision to this code chapter is intended to be far more user-friendly than the existing chapter. The set up is progressive starting with signs that are permitted everywhere, then layering on zone-specific regulations for residential, commercial and industrial districts. Following that are design and maintenance specifications for historic areas, awnings, lighting and existing non-conforming signs.

The version is significantly more comprehensive in terms of specific types of signs and their use. For instance, it spells out the permitted size, type and locations where a-frame signs may be used on the sidewalk. The existing code does not address A-frames or several other types of signs at all.

Once this ordinance has been introduced, it is immediately referred to the Planning Board for their review and recommendation. The Planning Board will have a 35 day window to review and make recommendations back to the City Council.

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 168 ENTITLED “STREETS
AND SIDEWALKS” TO CLARIFY OBLIGATIONS DURING TIMES OF
SNOW REMOVAL**

WHEREAS, the City Council wishes to expand upon the regulations and obligations relating to snow removal along public rights of way in the City of Hoboken.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, deletions noted in strikethrough):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE SECTION 168-8

§ 168-8. Snow removal.

A. The owner or occupant or person having charge of any dwelling house, store or other building or lot of ground in the city shall, within the first six hours after every fall of snow or hail, or after the formation of any ice upon the sidewalks, unless the ice is covered with sand or ashes, cause the snow and ice to be removed from the sidewalk abutting such dwelling house, store, building or lot of land cause the snow and ice to be removed from the sidewalk abutting such dwelling house, store, building or lot of land ~~clearing a traversable walkway so that a minimum of four (4) feet or two-thirds (2/3) of the width of the sidewalk, whichever is greater, is free of snow and ice. In those instances where the traversable walkway is less than four (4) feet in width, the owner, occupant or person having charge shall clear the entire width of the abutting sidewalk. and piled not more than 18 inches from the curb line into the public street or roadway.~~

B. In case the gutter opposite any dwelling house, store or other building, or lot of ground, in the city shall, at any time become obstructed with snow, ice, dirt or any matter, the owner or occupant or person having charge thereof shall cause the gutter to be cleaned out to the width of two feet, so that the water may run freely along the same.

C. If more than four (4) feet of sidewalk is available, snow may be deposited between the cleared area and the curbline at a height of no greater than three and one-half (3.5) feet.

D. At no time shall snow, ice, dirt, or any matter be removed into the street.

E. Where public facilities or public infrastructure are present on a sidewalk, such as mailboxes, phone booths, handicapped ramps at corners, parking meters, bicycle racks, and benches, the owner, occupant or person having charge shall maintain clear access to said facilities or infrastructure so that all public functions may continue unimpeded at all times.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

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

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

Date of Introduction: December 21, 2011

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2011

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO CREATE CHAPTER 147 ENTITLED
“MOBILE RETAIL FOOD VENDORS”**

WHEREAS, there is a need for codification of rules and regulations relating to mobile retail food vendors within the City; and,

WHEREAS, Chapter 147 is hereby created to codify licensing, and rules and regulations relating to mobile retail food vendors; and,

WHEREAS, additional amendments to other Chapters of the Hoboken City Code in order to maintain consistency between Chapters.

WHEREAS, in addition to any and all other City Council legislative powers allowed by law, the City Council may, at their discretion, and upon the request of interested parties, review the efficacy of this new legislation one year from the date of final adoption.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows:

**SECTION ONE: ESTABLISHMENT OF HOBOKEN CODE CHAPTER 147,
ENTITLED “MOBILE RETAIL FOOD VENDORS”**

Chapter 147 is hereby *established* and entitled “Mobile Retail Food Vendors” as follows:

Article I – General Regulations

§147-1.1 Purpose

- a. The City of Hoboken encourages the growth of Mobile Retail Food Vendors within the City of Hoboken while regulating the side effects of this growing industry, such as parking, traffic and waste disposal;
- b. This Chapter seeks to regulate Mobile Retail Food Vendors through the annual issuance of licenses and permits. This Chapter will assist the City with keeping record of Mobile Retail Food Vendor business within the City. License and permit fees will cover the cost of enforcement and administrative duties.
- c. This Chapter limits the proximity of Mobile Food Trucks to brick and mortar restaurants to secure safe and adequately spaced sidewalks in case of a fire, flood, and other natural or manmade disaster;

- d. This Chapter seeks to limit the interaction between uses which are incompatible in character. While serving similar purposes, selling food to residents, mobile food trucks and brick and mortar restaurants function separately and are not complimentary in nature.
- e. This Chapter seeks to protect the character of stable commercial areas and to provide sufficient space in appropriate locations for each use. The City seeks to locate Mobile Food Trucks in areas to better serve mobile populations. The City seeks to promote a desirable visual environment through limiting the interaction of each respective use.
- f. This chapter is not intended to effect, and shall not apply to activities conducted on private property.

§147-1.2 Scope

The provisions of this section shall apply to mobile food operations engaged in the business of cooking, preparing, and/or distributing food or beverage from Mobile Retail Food Vendors on public property within the City of Hoboken.

§147-1.3 Definitions

MOBILE RETAIL FOOD VENDOR: any movable restaurant or retail food establishment in or on which food and beverage are transported, stored, or prepared for retail sale or given away at temporary locations. The term mobile retail vendor shall include and incorporate the term mobile retail food vendors, as defined in §115-1. Only the following mobile units shall be allowed within the City limits for use as a mobile retail food vendor, none of which shall exceed 35 feet in length:

MOBILE RETAIL MOTORIZED FOOD VENDOR – A food establishment that is located upon a motorized vehicle where food or beverage is cooked, prepared and served for individual portion service. Such food vendors must comply with this Chapter and all requirements of this Chapter, as well as any other applicable Section of this Code. Shall also be known as Mobile Retail Food Vendors.

MOBILE RETAIL NON-MOTORIZED FOOD VENDOR – Movable non-motorized unit (i.e., pushcart) where food or beverage is transported, stored, or prepared for retail sale or given away at temporary locations.

MOBILE RETAIL PRE-PACKAGED FOOD VENDORS - A food establishment that is located upon a motorized vehicle where pre-packaged food or beverage is served for individual portion service. Mobile retail pre-packaged food vendors shall be subject to Chapter 146, and shall be exempt from the regulations of this Chapter 147.

§147-1.4 Hours of Operation

- a. *Weekdays:* Sunday through Thursday, Mobile Retail Food Vendors shall operate between the hours of 6:00 AM to 9:00 PM.

- b. *Weekends:* Friday and Saturday, Mobile Retail Food Vendors shall operate between the hours of 6:00 AM and 11:00 PM

§147-1.5 Prohibition Against the Transfer of a License and/or Permit

- a. No person holding a Mobile Retail Food Vendor license and/or permit shall sell, lend, lease or in any manner transfer any interest in a Mobile Retail Food Vendor license and/or permit.
- b. A license and/or permit holder may transfer said item as part of the sale of a majority of the stock in a corporation holding such a license and/or permit, as part of the sale of a majority of the membership interests of a limited liability company holding such license and/or permit, or as part of the sale of a business or substantially all of its assets; provided that there shall be no allocated or actual value for the transfer of the license and/or permit, and provided that:
 - i. Prior to any such transfer, the transferor shall notify the Director of the Department of Health and Human Service's Health Officer and the Director of the Department of Transportation and Parking, in writing, and the transferee shall submit a mobile retail food vendor health license application **and** parking permit for approval. which approval must occur prior to transfer. Licenses and permits which are transferred prior to approval shall be null and void as of the date and time of transfer, if not previously approved pursuant to this Section.
 - ii. Any such transfer shall be subject to the terms and conditions of the original license and/or permit.
 - iii. A transfer fee of twenty five dollars (\$25.00) payable to the City Clerk, and any and all application fees described in this Chapter, shall be received prior to any transfer being approved.
- c. Any unauthorized transfer or attempt to transfer a license and/or permit shall automatically void such item. Additionally, whoever violates this provision, including both the transferor and transferee, shall be subject to penalties pursuant to Section 147-1.10.

§147-1.6 Operation of Mobile Retail Food Vendors

- a. Any Mobile Retail Food Vendor being operated without a valid Mobile Retail Food Vendor license and/or permit shall be deemed a public safety hazard and may be ticketed and impounded.
- b. Mobile vendor licensees shall be required to display the mobile retail vendor license and/or permit prominently when located in a permitted location. Being the lawful holder of a City of Hoboken mobile vendor license and/or permit shall not be a valid defense to a citation for failure to prominently display the license in violation of this Chapter.
- c. No City of Hoboken employee shall own more than 10% of any Mobile Retail Food Vendor license and/or permit.

§147-1.7 Enforcement

Unless otherwise specified herein, this chapter shall be enforced by any Code Enforcement Officer, Parking Enforcement Officer, the Hoboken Police Department, and/or the Health Officer.

§147-1.8 Mobile Retail Motorized Food Vendor Fees and Regulations

§147-1.8.1 License Fees

- a. Mobile Retail Motorized Food Vendor Business License – The application fee for a license or any renewal of a license granted by the City shall be \$500. The cost of the annual Health Certificate shall be included in this fee.
- b. Mobile Retail Motorized Food Vendor Parking Permit – Mobile Retail Motorized Food Vendors operating within the City of Hoboken are required to purchase an annual Parking Permit. Permits are available as follows:

Time Length	Annual Amount
4 Day Weekly	\$1,600
7 Day Weekly	\$2,500

- 1. The Parking Permit shall be renewable on an annual basis.
- 2. Parking Permit Extended Time Endorsements: Applicant’s with both a valid Business License and Parking Permit may seek an Extended Time Endorsement on their Parking Permits. This endorsement will allow mobile vendors to extend their stay in metered parking zones beyond the customary 2 hours allowed under Section 190-29.8. This fee for extended parking shall be based on the length a mobile vending vehicle. This fee shall be \$20 dollars per linear foot. Length of vehicle will be determined by the City at the time of the annual Health Inspection. Extended time endorsement shall not exempt Mobile Food Vendors from paying the standard rates when parked in metered parking zones.

§147-1.9 Supplemental Regulations

- a. Mobile Retail Food Vendors shall not exceed 35 feet, this number may be increased upon special written request, at the discretion of the Director of Transportation and Parking
- b. Mobile Retail Food Vendors shall not provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters.

- c. The City reserves the right to temporarily move any Mobile Retail Food Vendor to a nearby location for emergency purposes as determined in the sole discretion of the City.
- d. Any permit not used for a period of fourteen (14) consecutive days or longer shall be revoked by the City.
- e. All licensees and permittees shall comply with all applicable state statutes, all applicable City of Hoboken ordinances, and any other law or regulation which may be applicable under the given circumstances.
- f. Mobile Retail Food Vendors shall comply with all ordinances, laws and regulations relating to noise in effect by the City of Hoboken, County of Hudson and State of New Jersey.
- g. During periods of Special Events, as herein defined, the Director of the Department of Health and Human Services may suspend Sections 147-1.9 and 147-3.4 of this Chapter. The Director of Health and Human Services at his/her sole discretion, may declare, in writing with notice to all licensed and/or permitted Mobile Retail Food Vendors, that any event within the City of Hoboken is a “Special Event” for purposes of this section.
- h. Mobile Retail Food Vendors shall maintain an on-vehicle GPS-based system that transmits standard GPS latitude and longitude coordinates in a format/protocol compatible with the City's GPS tracking systems/maps, and shall make these data openly available to the public and the City of Hoboken for tracking and enforcement purposes. GPS coordinates shall be broadcast no less frequent than once every five minutes and shall transmit these coordinates whenever the vehicle is within City limits. Vendors should be aware that enforcement of overlapping vendor operations will be documented via these data, so non-functioning or delayed data service will significantly impact any determination called for by the City as to which vendor arrived first at a particular location.
 - 1. Violators of this subsection (h) shall, upon conviction, be subject to a fine not exceeding \$250, or imprisonment for a period not exceeding ninety (90) days, or both. These penalties are in addition to any penalties resulting from separate violations incurred under this Chapter.

§147-1.10 Violations and Penalties

Unless otherwise specified herein, any person violating any provision of this Chapter shall, upon conviction thereof before the Municipal Court, be subject to a fine not exceeding \$1,000, or imprisonment for a period not exceeding ninety (90) days, or both. The amount of such fine and/or imprisonment shall be determined by the sound discretion of the Municipal Judge. In addition to the aforementioned penalties, and as provided for herein, violations of this Chapter may subject the license to suspension or revocation as provided for herein.

Article II – Health Regulations

§147-2.1 Mobile Retail Food Vendor License Required

- a. No person or business entity, including a religious or charitable organization, shall operate as a Mobile Retail Food Vendor on any public property within the City of Hoboken without a license issued by the City of Hoboken and a Health Certificate issued by the Department of Health and Human Services' Health Officer.
- b. The Department of Health and Human Services' Health Officer may, from time to time, set a limit on the number of total licenses that may be issued or renewed per year; however, no more than one license may be issued to a single person or business entity or both.
 - i. Mobile Retail Motorized Food Vendor: No more than 25 mobile retail food vendor licenses will be issued by the Department of Health and Human Services' annually.
 - ii. Mobile Retail Non-Motorized Food Vendor: No more than 50 mobile retail food vendor licenses will be issued by the Department of Health and Human Services' annually.

§147-2.2 Application for a Mobile Retail Food Vendor License and Health Certificate

Any person desiring a business license and/or health certificate shall file with the Hoboken Division of Health an application which shall contain the following information:

- a. The name of the applicant.
- b. If a trade name is used, whether the applicant is an individual, partnership, association or corporation. For any business entity, include names and addresses of all partners, members, officers and shareholders holding greater than 10% interest.
- c. The address of the applicant and telephone number.
- d. The names and addresses of the persons from which goods making up the stock were or are to be purchased.
- e. Three business references.
- f. The place or places of residence of the applicant, and any individual listed in accordance with subsection (b), for the preceding three years.
- g. A description of the food items to be sold.
- h. If the applicant is a corporation, the state in which its Charter is registered and the registered agent's name and address in this state.
- i. The number and nature of any arrests or convictions against the applicant, officers, partners or any salesmen to be employed.
- j. As to the application, there must be appended a letter or, when applicable, a corporate resolution from the firm authorizing the person signing the application to act as its representative and certifying that the information is correct and accurate.

- k. Whether the applicant, in previously operating in this state under a business license, has had such license revoked or suspended and, if so, the reasons therefore (Motorized).
- l. The make and model of vehicle, state license plate number, drivers identification number, copy of current insurance, and copy of state registration (Motorized).

§147-2.3 Enforcement

The Hoboken Health Officer shall have the authority to enforce all sections of this Article.

§147-2.4 Supplemental Regulations

The Department of Health and Human Services Health Officer is hereby authorized to promulgate additional rules and regulations appropriate for the implementation of this section, and, if necessary, work with other agencies and departments of the City and State to establish a streamlined process for the licensing of Mobile Retail Food Vendors provided that:

- a. Such rules and regulations are in writing and served on all licensees at least seven (7) days prior to enforcement; and,
- b. Mobile food vendors shall provide trash and recycling receptacles on or at their facility, and are responsible for litter within 5 feet of the licensed vehicle. All waste containers shall be emptied by and at the expense of the Mobile Retail Food Vendor operator.

§147-2.4 Inspection

- a. Inspectional Services: Mobile Retail Food Vendors are subject to all applicable regulations found in Hoboken Code Section 115-2.
- b. Mobile Retail Food Vendors will have 45 days from being issued a Business License, per Section 147-1.8.1a, to complete a Health Inspection. Failure to complete a Health Inspection in this 45 day timeframe will result in revocation of the Business License.

§147-2.5 License and Health Certificate Renewal

Business licenses and Health Certificates shall be valid from January 1 to December 31 of the year stated thereupon, regardless of the date the license and/or certificate is granted by the City. There is no right to renewal of business licenses or health certificates hereunder.

Article III – Parking Regulations

§147-3.1 Mobile Retail Food Vendor Parking Permit Required

- a. No person of business entity, including a religious or charitable organization, shall operate as a Mobile Retail Food Vendor on any public property within the City of Hoboken without a parking permit issued by the Department of Transportation and Parking.
- b. The City of Hoboken may, from time to time, set a limit on the number of total parking permits that may be issued and/or renewed per year; however, no more than one permit may be issued to a single person or business entity or both. All applicants for a Mobile Retail Food Vendor Parking Permit must show proof of a current business license and health certificate prior approval of the parking permit application.
- c. No person shall operate a Mobile Retail Motorized Vehicle without the granting of a parking permit.

§147-3.2 Application for a Mobile Retail Food Vendor Parking Permit

Any person desiring a permit shall file with the Department of Transportation and Parking an application which shall contain the following information:

- a. A copy of a current Hoboken Mobile Retail Food Vendor business license;
- b. A notarized letter from the business owner authorizing an individual as a responsible officer of the business, if the applicant is not the owner;
- c. Verification that there is no off-street parking contractually provided to the business address as determined by the Parking Utility;
- d. The regular working hours of the owner or nonresident employee(s) listed on the application for whom a business permit is sought;
- e. Whether the applicant, in previously operating in this state under a license, has had such license revoked or suspended and, if so, the reasons therefore
- f. The make and model of vehicle, state license plate number, drivers identification number, copy of state registration, vehicle insurance information and copy of current valid motorized Mobile Food Vendor License.
- g. A description of the food items to be sold.
- h. Any other information as required by the Parking Utility.

§147-3.3 Parking Permit Renewal

Mobile Retail Food Vendor parking permits shall be valid from January 1 to December 31 of the year stated thereupon, regardless of the date the permit is granted by the City. There is no right to renewal of parking permits hereunder.

§147-3.3 Enforcement

Hoboken Parking Enforcement Officers and the Hoboken Police Department shall have the authority to enforce all sections of this Article.

§147-3.4 Mobile Retail Motorized Food Vendor Regulations

The Department of Transportation and Parking is hereby authorized to promulgate additional rules and regulations appropriate for the implementation of this Section, and, if necessary, work with other agencies and departments of the City and State to establish a streamlined process for the permitting of Mobile Retail Food Vendors provided that such rules and regulations are in writing and served on all permits at least seven (7) days prior to enforcement; and,

- a. Parking
 - i. Mobile Retail Food Vendors shall be parked and/or conduct business at a minimum 75 foot distance from the business entrance of any menu-serving restaurant.
 - ii. Mobile Retail Food Vendors may not occupy Resident Only parking spaces.
 - iii. Mobile Retail Food Vendors in possession of a Mobile Retail Motorized Food Vendor Parking Permit, per Section 147-1.8.1b , may occupy any parking space in a permit-only zone within the City for up to 4 consecutive hours unless otherwise restricted and may occupy any parking space in a metered zone for up to 2 consecutive hours unless otherwise restricted.
 - iv. Mobile Retail Food Vendors in possession of a Mobile Retail Motorized Food Vendor Parking Permit with an Extended Parking Endorsement per Section 147-1.8.1b.2 may occupy any parking space in a permit-only zone within the City for up to 4 consecutive hours unless otherwise restricted and may occupy any parking space in a metered zone for up to 4 consecutive hours unless otherwise restricted.
 - v. Mobile Retail Food Vendors must pay for their first two (2) hours at a metered parking space and, if in possession of a Parking Permit, must display receipt of payment verification for these two (2) hours for the entire period of any parking event.
 - vi. No Mobile Retail Food Vendor shall be parked on the street overnight, or left unattended and unsecured at any time food is kept in the Mobile Retail Food Vendor unit.
 - vii. Any Mobile Retail Food Vendor unit which is found to be unattended or parked during overnight hours shall be considered a public safety hazard and may be ticketed and impounded.

- viii. Mobile Retail Food Vendors shall not be eligible for a business parking permit.
- ix. There shall be no more than 3 Mobile Retail Food Vendors along any roadway segment between 2 intersections

Article IV – Non-Motorized Mobile Retail Food Vendors

§147-4.1 Mobile Retail Non-Motorized Food Vendor Fees and Regulations

§147-4.1.1 License Fees

- a. Mobile Retail Non-Motorized Food Vendor Health Department Certificate – The application fee for a health certificate or a renewal of a health certificate from the Hoboken Division of Health shall be \$15.
- b. Mobile Retail Non-Motorized Food Vendor Annual Business License – The annual fee required for the issuance or renewal of a Mobile Retail Non-Motorized Food Vendor business license shall be \$150.

§147-4.1.2 Supplemental Regulations

- a. No non-motorized retail food vendor shall remain at the same location on any sidewalk or street for more than thirty (30) minutes without transacting a sale. At the expiration of the thirty (30) minute period, the vendor must move location by at least thirty (30) feet.
 - 1. For purposes of this Article, “sale” shall mean the transaction of vendor’s goods in return for valuable consideration.
 - 2. Immediately after any sale, the thirty (30) minute period begins anew.
 - 3. The vendor may not return to any location from which he has moved in accordance with the requirements of this subsection or to any place within thirty (30) feet of the location for at least two hours two (2) hours.
- b. Any locations upon which a Mobile Retail Non-Motorized Food Vendor parks, stops or remains, pursuant to this Section, shall not violate any City promulgated parking ordinances or regulations, or state or federal statutes and/or regulations.
- c. Non-motorized retail food vendors shall be a minimum of 10 feet from any crosswalk.
- d. Non-motorized retail food vendors shall be a minimum of 10 feet from any fire hydrant.

- e. Non-motorized retail food vendors shall not park any vehicle used for the transportation of non-motorized food vending units in the street in violation of the City’s parking ordinances or state statute.
- f. All non-motorized vending under this Article shall occur on the sidewalk. Non-motorized vending under this Article shall not take place on the street.
- g. Non-motorized retail food vendors units shall not be placed in any location that restricts sidewalk width to less than 5 feet.
- h. Vehicles used to transport such vendor units shall not park in violation of any section of parking codes

SECTION TWO: AMENDMENTS TO CHAPTER 115

The following amendments shall be made to Chapter 115 (additions noted in underline, deletions noted in ~~strikethrough~~):

Section 115-1: Definitions

Mobile Retail Food Establishment: ~~The definitions in N.J.A.C. 8:24-1.3 “Definitions.”~~ Shall have the meaning as defined in N.J.A.C. 8:24-1.5, and shall include Mobile Retail Motorized Food Vendor and Mobile Retail Non-Motorized Food Vendor, as defined in Chapter 147 of the Hoboken City Code.

Section 115-10.8: Mobile Retail Vendors

~~A mobile retail vendor shall not park his vehicle or pushcart for a period longer than the time it takes to make a sale to a customer.~~ Mobile retail vendors shall at all times comply with Chapter 147 of the Hoboken City Code.

SECTION THREE: AMENDMENTS TO CHAPTER 128

The following amendments shall be made to Chapter 128 (additions noted in underline, deletions noted in ~~strikethrough~~):

Section 128-5: Business Licenses; Fees

1. Food Businesses

Business	Fee
<u>Vendor (Mobile Retail Non-Motorized Food Vendor)</u>	<u>\$150.00</u>
<u>Vendor (Mobile Retail Motorized Food Vendor)</u>	<u>See §147-1.8.1(a)</u>

Vendor, hot dog (push cart)	\$175.00
Vendor, mobile vehicle (not to exceed 15 feet) (Mobile vendors and hot dog pushcarts not to Exceed a total of 50 feet)	\$500.00

SECTION FOUR: AMENDMENTS TO CHAPTER 146

The following amendments shall be made to Chapter 146 (additions noted in underline, deletions noted in ~~strikethrough~~):

Section 146-1: Definitions

PEDDLER OR VENDOR

A person, commonly referred to either as a "transient merchant," "itinerant merchant," or "salesman," "peddler," "vendor" or other such person, who goes from place to place by traveling on the streets, or from house to house, and carries or transports with him pre-packaged foodstuffs, goods, wares and merchandise for the purpose of selling and delivering them to consumers, or who, without carrying or transporting merchandise, sells or proposes to sell services of any kind. This definition shall include Mobile Retail Pre-Packaged Food Vendors, as defined in Code Section 147-1.3.

Section 146-2: Nonapplicability

The provisions of this Article shall not affect any nonprofit-making vendor or any person duly licensed by the Commissioner of Banking and Insurance or the Real Estate Commission of the State of New Jersey.

The provisions of the Article shall not affect any business which falls within the meaning of Mobile Retail Food Vendor, as defined in Chapter 147 of the Hoboken City Code, except Mobile Retail Pre-Packaged Food Vendors.

SECTION FIVE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION SIX: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the

validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION SEVEN: EFFECTIVE DATE

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

SECTION EIGHT: CODIFICATION

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

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

Date of Introduction: November 14, 2011

Introduction:

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

Final Reading:

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

Michael Russo				
President Ravi Bhalla				

Approved as to Legal Form:

 Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2011

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2011

 Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH PARKING FEES AT MUNIICPAL
GARAGES**

WHEREAS, pursuant to N.J.S.A. 40:60-25.4, the governing body of the City of Hoboken is entitled to fix the fees payable to the municipality for the privilege of parking vehicles in the publicly owned parking garages;

WHEREAS, the General Code of the City of Hoboken, at Chapter 140, is presently reserved;

WHEREAS, the City Council wishes to establish a chapter within the code for fixing the fees for parking spaces at the municipally owned parking garages.

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

Section One: Establishment of Chapter 140 – Public Parking Garages

Chapter 140 is hereby established and entitled “Public Parking Garages”

Section Two: Addition of Section 140-1: Reduced Fees for Senior Citizens

Any individual sixty five years of age or older shall be charged a reduced monthly parking garage fee. The senior rate at Midtown Garage shall be \$120.00.

Section Two: Repeal of Inconsistent Provisions

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

Section Three: Severability

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

Section Four: Effective Date

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

Section Five: Codification

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

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

ADOPTED:

APPROVED:

James J Farina, City Clerk

Dawn Zimmer, Mayor

APPROVED AS TO FORM:

Mark A. Tabakin, Esq.
Corporation Counsel

Date of Introduction: December 21, 2011