



CITY HALL  
HOBOKEN, NEW JERSEY

**MEMORANDUM**

TO: Hoboken City Council Members  
FR: Mayor Dawn Zimmer  
RE: Special Meeting scheduled for June 13<sup>th</sup>, 2011

Council Members,

I am in receipt of Council President Mason's correspondence dated June 8<sup>th</sup>, 2011 requesting a special meeting for June 13<sup>th</sup>, 2011. According to the correspondence, it is my understanding that Council is requesting more information in connection with the current FBI investigation concerning compromised security in the electronic communications within the City.

Please be advised that I spoke with the FBI directly on Friday afternoon and the FBI advised that no further details other than what has already been provided to you should be disclosed. Furthermore, it is my understanding based on my conversation with the FBI that if any further details are provided their investigation may in fact be compromised.

Based upon these conversations, this Administration will not provide any further information while this investigation is ongoing. As soon as the FBI concludes their investigation, we will provide as much information as is possible at that time.

Thank you,

  
Mayor Zimmer

**SPONSORED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**MEETING OF THE CITY COUNCIL  
OF HOBOKEN, NEW JERSEY  
MISCELLANEOUS LICENSING  
JUNE 15, 2011**

**RAFFLES**

**2 ITEMS**

HOBOKEN CATHOLIC ACADEMY	RA1366
555 7 <sup>TH</sup> ST.	50/50 CASH RAFFLE
HOBOKEN, NJ 07030	10/21/11
ST. FRANCIS CHURCH	RA1368
308 JEFFERSON ST.	50/50 RAFFLE
HOBOKEN, NJ 07030	10/04/2011

**TAXI, LIMO, AND LIVERY LICENSING**  
**(SEE ATTACHED)**

**SPONSORED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**MEETING:** January 5, 2011

# MISCELLANEOUS LICENSES

## **DRIVERS**

**(9 ITEMS @ \$75.00)**

ANGEL TOBON	3700 PALISADE AVE, UNION CITY, NJ	TAXI
CARLOS DERAS	801 WEST ST. UNION CITY, NJ	LIMO
CARLOS MARCELINO	306 42 <sup>ND</sup> ST, UNION CITY, NJ	LIMO
MOHAMMAD ABDELQADER	36 CENTRAL AVE, JERSEY CITY, NJ	LIMO
OMAR LOPEZ	1500 40 <sup>TH</sup> ST, NORTH BERGEN, NJ	LIMO
DOMINGO IRIARTE	559 54 <sup>TH</sup> ST, WEST NEW YORK, NJ	LIMO
RAMON TORRES MERCEDES	500 BALDWIN AVE, JERSEY CITY, NJ	LIMO
FLAVIO TIPAN	1210 BERGENLINE AVE, UNION CITY, NJ	LIMO
FELIX DESALAS-RODRIGUEZ	99 PACIFIC ST, NEWARK, NJ	LIMO

## **9 DRIVERS**

APPROVED LICENSES

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 MAY, 2011.

Receipts on Taxes

2011 Estimated 3rd Quarter Taxes...	27,549.10	
2011 1-2 Quarters...	21,501,137.79	
N.G. Checks Minus....	7,617.98	
2011 Added Assessment...	21,589.78	
Total 2011 Taxes Collected		21,542,658.69

Receipts on Taxes

2010 Taxes 3 - 4 Quarters....	385.41	
Total 2010 Taxes Collected....		385.41

Miscellaneous Tax Receipts

Interest on Taxes...	36,623.98	
N.G. Checks Minus...	6.91	
Bounced Check Fee...	40.00	
Duplicate Bill Fee...	225.00	
Tax Serarch.....	10.00	
Total Miscellaneous Tax Receipts		36,892.07

Pilot Accts

Pilot Principal.....	821,567.87	
Total collected on Pilot Accts.....		821,567.87

Total Taxes & Miscellaneous Tax Receipts.... **22,401,504.04**

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

Abatements

Abatement Principal.....	284,394.00	
Abatement Interest.....	296.85	
Abatement Totals.....		<u><b>284,690.85</b></u>

<u>Bounced Checks</u>	Amount
25/1/C003A	1,957.31
219/22	3,914.62
194/45.1/C0004	<u>1,752.96</u>
Total	7,624.89

Respectfully yours,

Sharon Curran, Tax Collector

DAILY DEPOSITS FOR THE CITY OF HOBOKEN MONTH OF MAY 2011												
			22,409,128.93		22,401,504.04							
DATE	Total	Interest	2011 1&2 Qtr. Taxes	2011 3/4 Qtr Taxes	2011 Added Assessments	2010 3/4 Qtr Taxes	Dup. Bill Fee	Bounced Check Fee	Tax Search	Pilot	Abatement	Abatement Interest
5/2/2011	440,064.06	3.45	429,530.63	5,712.56	4,817.42							
5/2/2011	729,999.28	-	729,999.28	-								
5/2/2011	984,996.44	23.45	983,592.13	307.31	1,073.55						41,677.28	
5/3/2011	710,812.10	59.94	706,926.02	439.76	237.25		5.00			3,144.13	117,351.28	
5/3/2011	824,142.82	54.44	822,038.59	446.29	1,423.50		180.00					
5/4/2011	1,241,389.99	39.31	1,072,227.38	1,241.89	474.50					167,406.91		
5/5/2011	7,595,406.49	292.18	7,595,114.31	-								
5/5/2011	2,167,580.68	195.17	1,520,933.53	1,291.08	1,244.35			20.00		643,896.55	40,119.90	
5/5/2011	446,526.24	1.84	446,523.77	0.63								
5/6/2011	707,150.71	2.00	706,063.54	1,085.17							14,184.81	
5/6/2011	363,300.39	29.60	358,443.69	4,827.10							-	
5/9/2011	602,218.37	0.68	593,884.44	1,212.97						7,120.28	10,381.88	
5/9/2011	1,376,533.81	130.00	1,376,383.57	20.24							-	
5/10/2011	207,251.35	162.92	205,789.79	1,298.35		0.29						
5/10/2011	275,827.49	0.04	269,786.84	8.53	6,032.08						19,239.39	
5/10/2011	892,368.21	8.26	890,553.58	1,628.43	177.94							
5/10/2011	84,683.58	-	84,683.58	-								
5/10/2011	251,123.05	135.06	250,550.06	437.93								
5/10/2011	80,907.46	2.88	80,833.21	71.37	-						2,958.93	
5/11/2011	29,246.64	110.73	29,135.91	-	-	-						
5/12/2011	160,167.16	745.06	158,810.49	611.61	-	-						
5/13/2011	101,935.70	476.16	101,439.42	20.12	-	-						
5/16/2011	141,631.90	925.88	139,600.81	1,105.21	-	-					5,067.22	
5/17/2011	66,800.93	620.65	65,866.38	13.90	-	250.00	30.00	20.00			198.15	0.66
5/18/2011	134,428.48	991.62	133,293.00	143.86	-							
5/19/2011	118,239.52	900.21	109,728.37	1,501.75	6,109.19						4,516.70	26.04
5/20/2011	87,606.81	749.37	86,364.85	482.59	-				10.00		2,475.69	13.75
5/23/2011	80,005.48	719.40	78,711.97	574.11								
5/23/2011	534,909.65	17,341.77	517,432.76			135.12						
5/24/2011	125,137.29	1,095.12	123,895.90	141.27			5.00				7,829.20	68.21

5/25/2011	102,862.01	1,549.70	101,061.26	251.05								
5/26/2011	257,355.15	4,122.21	252,942.81	290.13							4,666.23	54.76
5/27/2011	223,343.35	2,190.64	221,016.26	136.45							7,489.11	75.64
5/31/2011	263,176.34	2,944.24	257,979.66	2,247.44			5.00				6,238.23	57.79
	22,409,128.93	36,623.98	21,501,137.79	27,549.10	21,589.78	385.41	225.00	40.00	10.00	821,567.87	284,394.00	296.85
Bad Checks												
25/1/C003A	1,957.31											
219/22	3,914.62											
194/46.1/C0004	1,752.96											
	7,624.89											
<b>5/10/2011 Closing #2 - deposit includes regular taxes and abatement charges in one check boiling springs did not separate payments.</b>												
	<b>Tax deposit</b>	<b>275,827.49</b>										
	<b>Abatemnt</b>	<b>4,196.93</b>										
	<b>Tot Deposit</b>	<b>280,024.42</b>	<b>both included in this deposit</b>									

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 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: 05/01/11 to 05/31/11  
 Print Ref Num: N  
 Range of Installment Due Dates: First to Last  
 =====

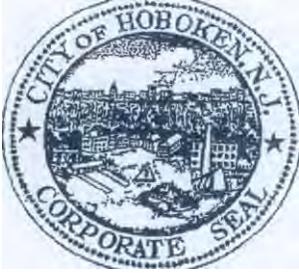
Code Description	Count	Arrears/Other	Principal			Interest	Total
			2010	2011	Future		
001 TAX-Billing	9095	0.00	385.41	21,269,834.99	0.00	32,477.82	21,302,698.22
014 ADDED ASSESSMENT/OMI	20	0.00	0.00	21,589.78	0.00	66.12	21,655.90
082 IN LIEU OF TAXES	13	0.00	0.00	821,567.87	0.00	0.00	821,567.87
SUB SUBSEQUENT TAX	107	0.00	0.00	258,851.90	0.00	4,080.04	262,931.94
<b>Tax Payments</b>	<b>9235</b>	<b>0.00</b>	<b>385.41</b>	<b>22,371,844.54</b>	<b>0.00</b>	<b>36,623.98</b>	<b>22,408,853.93</b>
00L OUTSIDE REDEEM FEE	109	137,431.65	0.00	0.00	0.00	13,722.96	151,154.61
	25	1,253.00	0.00	0.00	0.00	0.00	1,253.00
<b>Lien Payments</b>	<b>134</b>	<b>138,684.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,722.96</b>	<b>152,407.61</b>
005 BOUNCED CHECK FEE	2	40.00	0.00	0.00	0.00	0.00	40.00
010 TAX SEARCHES	1	10.00	0.00	0.00	0.00	0.00	10.00
012 DUPLICATE BILLS	7	225.00	0.00	0.00	0.00	0.00	225.00
<b>Misc Payments</b>	<b>10</b>	<b>275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275.00</b>
NSF BOUNCED CHECK	3	0.00	0.00	7,617.98-	0.00	6.91-	7,624.89-
<b>Tax NSF</b>	<b>3</b>	<b>0.00</b>	<b>0.00</b>	<b>7,617.98-</b>	<b>0.00</b>	<b>6.91-</b>	<b>7,624.89-</b>
<b>Payments Total:</b>	<b>9379</b>	<b>138,959.65</b>	<b>385.41</b>	<b>22,371,844.54</b>	<b>0.00</b>	<b>50,346.94</b>	<b>22,561,536.54</b>
<b>NSF Reversals Total:</b>	<b>3</b>	<b>0.00</b>	<b>0.00</b>	<b>7,617.98-</b>	<b>0.00</b>	<b>6.91-</b>	<b>7,624.89-</b>
<b>Total:</b>	<b>9382</b>	<b>138,959.65</b>	<b>385.41</b>	<b>22,364,226.56</b>	<b>0.00</b>	<b>50,340.03</b>	<b>22,553,911.65</b>

Total Cash: 54,122.43

Total Check: 22,499,789.22

Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF MAY 2011									
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT		
5/2/2011	33	33	C0005	11-00024	302 FIRST ST	11,654.72	11,600.00	NEW PREMIUM	
5/2/2011	166	12	COP14	11-00063	325-327 WILLOW AVE	661.67			
5/2/2011	214	6		097221	313-15 WASHINGTON ST	61,039.65	18,000.00	NEW PREMIUM	
5/5/2011	216.1	37	C003B	11-00083	500 HUDSON ST	2,264.11	7,000.00	NEW PREMIUM	
5/5/2011	261.04	1	CP158	09-80203	1025 MAXWELL LANE	597.12	597.12		
5/5/2011	261.04	1	CP158	097256	1025 MAXWELL LANE	755.51	100.00	NEW PREMIUM	
5/5/2011	261.04	1	CP158	080179	1025 MAXWELL LANE	489.54	-		
5/9/2011	33	33	C0001	11-00023	302 FIRST ST	6,389.39	5,600.00	NEW PREMIUM	
5/10/2011	163	10		09-80120	1130 WILLOW AVE	13,658.87	5,800.00	NEW PREMIUM	
5/10/2011	87	13	C0P26	070152	824-830 MONROE ST	2,334.89	400.00	OLD PREMIUM	
5/10/2011	152	5	C0P17	070192	702-708 CLINTON ST	891.46	100.00	OLD PREMIUM	
5/10/2011	152	5	COP17	080108	702-708 CLINTON ST	1,654.56	-		
5/10/2011	261.03	1	CP319	09-80195	1125 MAXWELL LANE	588.27	-		
5/12/2011	207	3		11-0082	106 EIGHTH ST	1,001.15	100.00	NEW PREMIUM	
5/13/2011	22	1	C0201	09-80030	89-91 WILLOW AVE	4,828.97	2,000.00	NEW PREMIUM	
5/13/2011	115	9.01	C0P40	11-00051	1317-27 GRAND/1326 CL	492.76			
5/13/2011	115	9.01	C0210	09-80105	1317-27 GRAND/1326 CL	7,397.10	1,100.00	NEW PREMIUM	
5/13/2011	115	9.01	C0P40	09-80110	1317-27 GRAND/1326 CL	317.66			
5/13/2011	82	11	COP22	11-00040	721-733 MONROE ST	318.31	300.00	NEW PREMIUM	
5/20/2011	250	2.5		11-00093	1211 GARDEN ST	440.73	400.00	NEW PREMIUM	
5/24/2011	216.1	37	C00G2	09-80168	500 HUDSON ST	1,108.47			
5/24/2011	25	1	C001D	097031	700 FIRST ST	26,009.23	3,100.00	NEW PREMIUM	
5/24/2011	86	1	C0P78	11-00044	800-830 JACKSON ST	910.70			
5/24/2011	13	23	C004F	11-00005	50-52 PATERSON AVE	3,962.76	1,500.00	NEW PREMIUM	
5/27/2011	162	3	COP-3	097162	1021A-27 CLINTON ST	1,939.78			
5/31/2011	261.03	1	CP100	09-80189	1125 MAXWELL LANE	700.23			
						152,407.61	57,697.12		



*31unicipaf Court of lebboken*  
*City .9fair*  
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

JUNE 7, 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 # 5118 IN THE TOTAL AMOUNT OF \$369,558.87 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF MAY 2011(ATS/ACS SYSTEM)

VERY TRULY YOURS,

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

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

Rcvd Batch Id Range: First to Last		Rcvd Date Start: 06/05/11		End: 06/10/11		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
06/08/11	CHRIS	11-00740	FLOOD SENSORS & MONITORING	01352	EM NET, LLC	6,896.67	
Total for Batch: CHRIS						6,896.67	
Total for Date: 06/08/11							
Total for All Batches:						6,896.67	
06/10/11	JMW	CY-01650	BUS FOR SENIOR TRIP (LANDMARK)	00002	ACADEMY EXPRESS LLC	641.00	
06/10/11	JMW	CY-01964	LEGAL AD	00190	HOBOKEN REPORTER	257.40	
06/10/11	JMW	CY-01329	LEGAL ADS 3/11	00262	JERSEY JOURNAL	4,191.51	
06/10/11	JMW	CY-01864	PROFESSIONAL SERVICES	00262	JERSEY JOURNAL	205.90	
06/10/11	JMW	CY-01880	COFFEE & SUPPLIES	00287	METROPOLITAN COFFEE SERVICE	120.85	
06/10/11	JMW	CY-01764	MARRIAGE ENVELOPES 100/PACK	00293	M. G. L. FORMS-SYSTEMS LLC	176.00	
06/10/11	JMW	CY-01648	RETAIL FOOD INSP. REPORTS	00629	FULL HOUSE PRINTING	270.00	
06/10/11	JMW	CY-01768	SANDY KOUFAX BASEBALL EQUIP.	00690	STAN'S SPORT CENTER	1,448.00	
06/10/11	JMW	CY-01769	MICKY MANTLE BASEBALL EQUIP.	00690	STAN'S SPORT CENTER	1,448.00	
06/10/11	JMW	CY-01892	CHEERLEADING TROPHIES	00690	STAN'S SPORT CENTER	504.00	
06/10/11	JMW	CY-01896	BASEBAL MEDALS AND RESINS	00690	STAN'S SPORT CENTER	202.00	
06/10/11	JMW	CY-01901	MICKY MANTLE BB EQUIPMENT	00690	STAN'S SPORT CENTER	1,639.00	
06/10/11	JMW	CY-01902	KOUFAX SPORTING EQUIPMENT	00690	STAN'S SPORT CENTER	1,340.00	
06/10/11	JMW	CY-01863	PROFESSIONAL SERVICES	00693	NORTH JERSEY MEDIA GROUP	242.20	
06/10/11	JMW	CY-01893	PROFESSIONAL SERVICE AGREEMENT	00777	HUDSON REGIONAL HEALTH COMM.	4,327.25	
06/10/11	JMW	CY-01894	2ND QUARTER PAYMENT 2011	00777	HUDSON REGIONAL HEALTH COMM.	4,327.25	
06/10/11	JMW	CY-01024	FULL SERVICE CAR WASHES	00806	RIVERFRONT CAR WASH	18.00	
06/10/11	JMW	CY-01855	PROFESSIONAL SERVICE	00879	STAR LEDGER	102.40	
06/10/11	JMW	CY-01712	PROFESSIONAL SERVICES	01049	VANDOR & VANDOR LTD.	3,255.00	
06/10/11	JMW	CY-01965	GRANT SERVICES	01100	LENOX CONSULTING LLC	12,000.00	
06/10/11	JMW	CY-01905	ANIMAL CONTROL SER. APRIL 2011	01136	LIBERTY HUMANE SOCIETY	8,000.00	
06/10/11	JMW	CY-00049	CY2011 PARKS	01185	MATERA'S NURSERY	150.00	
06/10/11	JMW	CY-01906	LEGAL SERVICES	01201	GUARANTEED SUBPOENA SERVICES	289.85	
06/10/11	JMW	CY-01973	TBALL TROPHY DAY REFRESHMENTS	01217	HOBOKEN FIELD CAFE	171.00	
06/10/11	JMW	CY-01974	INSTR. TROPHY DAY REFRESHMENTS	01217	HOBOKEN FIELD CAFE	202.50	
06/10/11	JMW	CY-01967	OVAL BADGES	01279	NATIONAL IMPRINT CORP.	204.39	
06/10/11	JMW	CY-01911	LEGAL SERVICES	01306	US PACK LOGISTICS, LLC	26.88	
06/10/11	JMW	CY-01912	LEGAL SERVICES	01306	US PACK LOGISTICS, LLC	51.70	
06/10/11	JMW	CY-02080	ELECTION POLL WORKER	01357	ANN HOLTZMAN	200.00	
06/10/11	JMW	CY-02301	management specialist services	01501	JERSEY PROFESSIONAL MANAGEMENT	3,825.00	
06/10/11	JMW	CY-01809	CASES OF WATER	01567	HOBOKEN BEER & SODA OUTLET	324.50	
06/10/11	JMW	CY-02298	REDEMPTION	01869	LIONHEART HOLDINGS LLC	620.19	
06/10/11	JMW	CY-01722	ECONOMIC DEVEL PUBLICATION	01902	HMAG	1,000.00	
06/10/11	JMW	CY-01908	LEGAL SERVICES	01912	MARGULIES WIND	1,627.50	
06/10/11	JMW	CY-01822	INVOICE #2104	01924	PREMIER TECHNOLOGY SOLUTIONS	1,000.00	
06/10/11	JMW	CY-02277	IT CONSULTANCY SERVICES	01924	PREMIER TECHNOLOGY SOLUTIONS	10,500.00	
06/10/11	JMW	CY-02099	ELECTION POLL WORKER	01942	ELBA PRATTS	200.00	
06/10/11	JMW	CY-01887	PROFESSIONAL SERVERS	01949	NATIONAL ALLIANCE OF	35.00	
06/10/11	JMW	CY-02192	ELECTION POLL WORKER	01981	MIRIAM TURNER	200.00	
06/10/11	JMW	CY-02214	ELECTION POLL WORKER	01986	ASHLEY DEPASCALE LORE	225.00	
06/10/11	JMW	CY-02226	ELECTION POLL WORKER	01994	NATALIE LUGO	200.00	
06/10/11	JMW	CY-02227	ELECTION POLL WORKER	01995	DENIS M. HARTE	200.00	
06/10/11	JMW	CY-02231	ELECTION POLL WORKER	01997	GRACE KARLA LUEHRS	212.50	
06/10/11	JMW	CY-02200	ELECTION POLL WORKER	02073	ELAINE DE PINTO	200.00	
06/10/11	JMW	CY-01865	PROFESSIONAL SERVICES	02147	ROSENBERG & ASSOCIATES	185.50	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
06/10/11	JMW	CY-00048	CY2011 PARKS PEST CTRL SVCS	02320	MAC PEST CONTROL	1,400.00
06/10/11	JMW	CY-01584	REPLACE PIPE IN DOG RUN	02451	QUALITY PLUMBING & HEATING	300.00
06/10/11	JMW	CY-01881	CDBG REIMB FOR MAY 2011	03591	HOBOKEN FAMILY PLANNING, INC.	1,917.00
06/10/11	JMW	CY-01637	BATHROOM TOILET TISSUE	03719	JOHN EARL CO.	127.86
06/10/11	JMW	10-02755	CITYCOUNCIL RESOLUTION 11/16/09	04037	BIRDSALL SERVICES GROUP	4,225.93
06/10/11	JMW	CY-01825	PROFESSIONAL SERVICE/ESCROW	04037	BIRDSALL SERVICES GROUP	285.00
06/10/11	JMW	CY-02250	SERVICES RENDERED 4/11	04492	ALCAZAR COMMUNICATION, INC.	5,310.00
06/10/11	JMW	CY-01923	PROFESSIONAL SERVICES/ESCROW	04660	KAUFMAN, BERN & DEUTSCH, LLP	1,190.00
06/10/11	JMW	CY-02185	ELECTION POLL WORKER	05100	RITA CAVALLO	200.00
06/10/11	JMW	CY-02191	ELECTION POLL WORKER	05105	MARY PEPE	225.00
06/10/11	JMW	CY-02078	ELECTION POLL WORKER	05112	MARGARET PIRETRA	200.00
06/10/11	JMW	CY-02228	ELECTION POLL WORKER	05124	ANN MASTROFILLOPO	237.50
06/10/11	JMW	CY-02173	ELECTION POLL WORKER	05142	EILEEN MC INERNEY	200.00
06/10/11	JMW	CY-02179	ELECTION POLL WORKER	05147	JOSEPHINE HODGKISS	200.00
06/10/11	JMW	CY-02138	ELECTION POLL WORKER	05151	HELENA MULVANEY	200.00
06/10/11	JMW	CY-02137	ELECTION POLL WORKER	05157	LUCILLE CORRADO	200.00
06/10/11	JMW	CY-02115	ELECTION POLL WORKER	05177	DOLORES REIDER	200.00
06/10/11	JMW	CY-02207	ELECTION POLL WORKER	05198	JULIO MIGUEL	225.00
06/10/11	JMW	CY-02084	ELECTION POLL WORKER	05199	DOREEN GEERLOF	200.00
06/10/11	JMW	11-02004	HP HEW_C4844A Laserjet 2300d	05307	W. B. MASON CO., INC.	232.05
06/10/11	JMW	11-02025	SUPPLIES-ZO	05307	W. B. MASON CO., INC.	148.72
06/10/11	JMW	CY-02221	ELECTION POLL WORKER	05688	JAMES PETROZELLI	212.50
06/10/11	JMW	CY-02223	ELECTION POLL WORKER	05689	LINDA PETROZELLI	200.00
06/10/11	JMW	CY-02085	ELECTION POLL WORKER	05696	ANNA PONTELIANO	200.00
06/10/11	JMW	CY-02177	ELECTION POLL WORKER	05712	FRANCES LUCATORTO	250.00
06/10/11	JMW	CY-02120	ELECTION POLL WORKER	05718	LINDA CORRIGAN	200.00
06/10/11	JMW	CY-02116	ELECTION POLL WORKER	05720	MARIANNE CAMPOREALE	200.00
06/10/11	JMW	CY-02088	ELECTION POLL WORKER	05740	ANGELINA STILES	200.00
06/10/11	JMW	CY-01826	PROFESSIONAL SERVICES	05788	THE GALVIN LAW FIRM	2,291.23
06/10/11	JMW	CY-01870	PROFESSIONAL SERVICES	05788	THE GALVIN LAW FIRM	3,467.00
06/10/11	JMW	CY-02205	ELECTION POLL WORKER	06671	MARISOL OCASIO	200.00
06/10/11	JMW	CY-01856	ELECTION BOARD WORKER 5/10/11	06733	RICHARD REPETTI	100.00
06/10/11	JMW	CY-01875	DUPLICATE CAR KEYS	07064	CHIEF RICHARD BLOHM	257.50
06/10/11	JMW	CY-01900	LEAGUE REGISTRATION FEES	074	NORTH JERSEY YOUTH BASEBALL	400.00
06/10/11	JMW	CY-02222	ELECTION POLL WORKER	07524	DINA PETROZELLI	200.00
06/10/11	JMW	CY-02104	ELECTION POLL WORKER	07830	JOAN BREITFELLER	200.00
06/10/11	JMW	CY-02178	ELECTION POLL WORKER	07841	MARTIN ZIEMELIS	200.00
06/10/11	JMW	CY-02199	ELECTION POLL WORKER	07858	THOMAS FUCCI	250.00
06/10/11	JMW	CY-01924	PROFESSIONAL SERVICES/ESCROW	07912	EFB ASSOCIATES, LLC	2,146.25
06/10/11	JMW	CY-01940	PROFESSIONAL SERVICES	07912	EFB ASSOCIATES, LLC	457.50
06/10/11	JMW	CY-01972	PROFESSIONAL SERVICES	07912	EFB ASSOCIATES, LLC	10,606.25
06/10/11	JMW	CY-01915	PROFESSIONAL SERVICE/ESCROW	07968	MASER CONSULTING	345.00
06/10/11	JMW	CY-02070	REDEMPTION	08370	PAM INVESTORS	700.23
06/10/11	JMW	CY-01975	REPLENISHMENT MED. TRANSPORT	08500	EZ PASS CUSTOMER SERVICE	300.00
06/10/11	JMW	CY-02203	ELECTION POLL WORKER	08575	AGNES GRECO	212.50
06/10/11	JMW	CY-02195	ELECTION POLL WORKER	08604	EMILY GALLAGHER	200.00
06/10/11	JMW	CY-02086	ELECTION POLL WORKER	08730	EDITH BROWN	200.00
06/10/11	JMW	CY-02087	ELECTION POLL WORKER	08750	WALTER BROWN	225.00
06/10/11	JMW	11-00872	ENGINEERING SERVICES - 9/11	08797	REMYNGTON & VERNICK ENGINEERS	4,156.00
06/10/11	JMW	CY-01738	PROFESSIONAL SERVICES	09168	FERRAIOLI, WIELKOTZ, CERULLO &	25,815.00
06/10/11	JMW	CY-02299	REDEMPTION	09224	ISAAC MORADI	880.61
06/10/11	JMW	CY-02300	REDEMPTION	09224	ISAAC MORADI	7,900.51
06/10/11	JMW	CY-02209	ELECTION POLL WORKER	09231	JOHN BRUSCHI	200.00
06/10/11	JMW	CY-02216	ELECTION POLL WORKER	09236	FRANCINE DUX	225.00

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
06/10/11	JMW	CY-02176	ELECTION POLL WORKER	09256 KEVIN LENKER	212.50	
06/10/11	JMW	10-03266	COUNCIL RESOLUTION 5/19/10	09268 MATEO J. PEREZ	1,237.50	
06/10/11	JMW	CY-01909	LEGAL SERVICES	09531 WEINER & LESNIAK, LLP	33,162.07	
06/10/11	JMW	CY-01910	LEGAL SERVICES	09531 WEINER & LESNIAK, LLP	15,695.72	
06/10/11	JMW	CY-02303	REDEMPTION	09927 ROYAL TAX LIEN SERVICES, LLC	23,633.33	
06/10/11	JMW	CY-01891	RETRUN ESCROW/	10114 ASSET MANAGEMENT CONSULTANTS	729.33	
Total for Batch: JMW					222,259.86	
06/10/11	MEM	CY-01625	KEYS/CABINET	00142 HOBOKEN LOCK & SUPPLY	76.00	
06/10/11	MEM	CY-01920	KEYS/LOCKS - MIDTOWN GARAGE	00142 HOBOKEN LOCK & SUPPLY	570.90	
06/10/11	MEM	CY-01716	BIKE ADVERTISING	00190 HOBOKEN REPORTER	1,301.30	
06/10/11	MEM	CY-01835	MIDTOWN EMERGENCY LIGHTS	00269 FCA LIGHTING	12.35	
06/10/11	MEM	CY-01743	WATER/COFFEE/SUPPLIES	00287 METROPOLITAN COFFEE SERVICE	45.90	
06/10/11	MEM	CY-01976	WATER/COFFEE SUPPLIES	00287 METROPOLITAN COFFEE SERVICE	77.85	
06/10/11	MEM	CY-01059	ST. PATTY'S DAY SUPPLIES	00690 STAN'S SPORT CENTER	50.00	
06/10/11	MEM	CY-01849	HPU VEHICLE REPAIR	00803 WARNOCK FLEET & LEASING	77.68	
06/10/11	MEM	CY-01666	REIMBURSEMENT	00895 FRANK GIGANTE	108.66	
06/10/11	MEM	CY-02073	PHONE/ALARMS/COMPUTERS - 5/11	01089 VERIZON	1,355.27	
06/10/11	MEM	CY-02008	PARTS/SERVICE	01137 METRIC GROUP, INC.	650.00	
06/10/11	MEM	CY-01845	WATER SERVICE - 916 GARDEN	01733 HOBOKEN WATER SERVICE	80.04	
06/10/11	MEM	CY-02006	WATER SERVICE - GARAGES	01733 HOBOKEN WATER SERVICE	419.57	
06/10/11	MEM	CY-01837	2011 LAW SUPPLEMENTS	02248 LOOSELEAF LAW PUBLICATIONS INC	16.90	
06/10/11	MEM	CY-01673	PARTS FOR SHUTTLE BUSES	02323 ARCOLA BUS SALES	174.22	
06/10/11	MEM	CY-01134	BATTERIES FOR METERS	02915 BATTERIES PLUS #430	1,959.40	
06/10/11	MEM	CY-01039	PRINTER PURCHASE	04485 CDWG/MICRO WAREHOUSE	3,291.44	
06/10/11	MEM	CY-01118	COMPUTER SOFTWARE	04485 CDWG/MICRO WAREHOUSE	1,246.87	
06/10/11	MEM	CY-01164	WI RELESS ACCESS - 916 GARDEN	04485 CDWG/MICRO WAREHOUSE	939.97	
06/10/11	MEM	CY-01178	QUICK BOOKS	04485 CDWG/MICRO WAREHOUSE	478.79	
06/10/11	MEM	CY-01225	DESKTOP COMPUTERS	04485 CDWG/MICRO WAREHOUSE	1,744.74	
06/10/11	MEM	CY-01278	COMPUTER/SECURITY EQUIPMENT	04485 CDWG/MICRO WAREHOUSE	854.72	
06/10/11	MEM	CY-01848	FIXTURES FOR GARAGES D & G	04555 S & B PLUMBING & HEATING	950.00	
06/10/11	MEM	CY-01983	REPAIRS - GARAGE MEN'S ROOM	04555 S & B PLUMBING & HEATING	185.00	
06/10/11	MEM	CY-01699	PROFESSIONAL SERVICES - HPU	04804 SCARINCI & HOLLENBECK LLC	7,356.99	
06/10/11	MEM	CY-01834	PROFESSIONAL SERVICES	04804 SCARINCI & HOLLENBECK LLC	258.37	
06/10/11	MEM	CY-01674	OFFICE SUPPLIES	05307 W. B. MASON CO., INC.	120.10	
06/10/11	MEM	CY-01839	FUEL - 5/11	05470 EXXONMOBIL FLEET/GECC	286.73	
06/10/11	MEM	CY-01841	LONG DISTANCE - 4/11	07187 PAETEC COMMUNICATIONS INC.	212.27	
06/10/11	MEM	CY-01842	MONITORING/INSPECTION - 916	07511 HIGH TECH PROTECTIVE SVS. INC.	241.00	
06/10/11	MEM	CY-01693	GARAGE MAINTENANCE-MAY 2011	07512 CENTRAL PARKING SYSTEM	84,918.00	
06/10/11	MEM	CY-01847	GARAGE SECURITY/MAINTENANCE	07512 CENTRAL PARKING SYSTEM	84,918.00	
06/10/11	MEM	CY-01709	SEWER SERVICES - HPU	08135 NORTH HUDSON SEWERAGE AUTH.	2,174.60	
06/10/11	MEM	CY-01713	1ST QTR. SEWER - HPU	08135 NORTH HUDSON SEWERAGE AUTH.	598.40	
06/10/11	MEM	CY-01919	PRINTER SUPPLIES	08811 RICOH AMERICAS CORPORATION	140.00	
06/10/11	MEM	CY-01838	916 GARAGE MAINTENANCE - 5/11	08876 UNITRONICS INC.	11,500.00	
06/10/11	MEM	CY-02007	STORAGE - MAY 2011	08989 NOVA RECORDS MANAGEMENT, LLC	236.53	
Total for Batch: MEM					209,628.56	
06/10/11	MPG	CY-01781	PRO SERVICES 4/8/11	00031 BOSWELL ENGINEERING	3,933.00	
06/10/11	MPG	CY-01827	PRO SERVICES THROUGH 4/8/11	00031 BOSWELL ENGINEERING	3,393.00	
06/10/11	MPG	CY-02251	PROF SERV REND 1/19-4/8/11	00031 BOSWELL ENGINEERING	6,990.75	
06/10/11	MPG	CY-02252	PROF SERV REND 1/3-4/28/11	00031 BOSWELL ENGINEERING	76,111.84	
06/10/11	MPG	CY-02271	PRO SERVICES THROUGH 4/8/11	00031 BOSWELL ENGINEERING	7,586.45	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
06/10/11	MPG	CY-02272	PRO SERVICES THROUGH 4/8/11	00031	BOSWELL ENGINEERING	3,709.75
06/10/11	MPG	CY-02273	PRO SERVICES THROUGH 5/6/11	00031	BOSWELL ENGINEERING	598.50
06/10/11	MPG	CY-02274	ENGINEERING SERV 4/25-5/6/11	00031	BOSWELL ENGINEERING	7,578.00
06/10/11	MPG	CY-02275	PRO SERVICES THROUGH 4/22/11	00031	BOSWELL ENGINEERING	3,237.00
06/10/11	MPG	CY-02276	PROFESSIONAL ENGINEERING	00031	BOSWELL ENGINEERING	3,364.25
06/10/11	MPG	CY-00057	CY2011 CG SUPPLIES	00077	CITY PAINT AND HARDWARE	203.98
06/10/11	MPG	CY-01371	BLACKTOP STREETS	00077	CITY PAINT AND HARDWARE	2,455.11
06/10/11	MPG	CY-01929	REPAIR GLASS PD CAR #107	00141	HOBOKEN GLASS COMPANY	75.00
06/10/11	MPG	CY-01949	PRINTING-NEWSLETTER SUMMER FUN	00148	HUDSON REPORTER ASSOC LP	4,410.38
06/10/11	MPG	CY-01950	FULL PAGE AD SUMMER FUN PROG.	00190	HOBOKEN REPORTER	1,305.85
06/10/11	MPG	CY-01792	INSPECT/REPAIR TRK. #178	00230	BEYER BROTHERS CORP.	895.70
06/10/11	MPG	CY-01786	DOOR CENTRAL GARAGE	00279	LOMBARDY DOOR SALES	1,550.00
06/10/11	MPG	CY-00042	CY2011 SW/RECYC COLL	00321	CALI CARTING, INC.	128,333.33
06/10/11	MPG	CY-02232	PORTABLE AC'S MSC	00447	KEYSTONE APPLIANCE	2,940.00
06/10/11	MPG	CY-01797	REPAIR SWEEPER 102 C.G.	00456	W. E. TIMMERMAN CO., INC.	366.82
06/10/11	MPG	CY-00037	CY2011 VISION INSURANCE	00700	VISION SERVICE PLAN, INC.	10,266.18
06/10/11	MPG	CY-01782	ASPHALT DEL. 2,3,4/2011	00757	TILCON NEW JERSEY	2,700.82
06/10/11	MPG	CY-01795	PARTS FOR JEEP #141	00803	WARNOCK FLEET & LEASING	176.00
06/10/11	MPG	CY-00023	CY2011 PHONE SERVICE	01089	VERIZON	12,566.24
06/10/11	MPG	CY-01959	REIMBURSEMENT, PART B MEDICARE	01108	JOANN SERRANO	1,158.00
06/10/11	MPG	CY-01939	SHIPLYARD PARK PERFORMANCE	01112	YOSI MUSIC, LLC	375.00
06/10/11	MPG	CY-01937	SHIPLYARD PARK PERFORMANCE	01113	ERIN LEE KELLY	350.00
06/10/11	MPG	CY-01794	BULK FLUIDS	01122	DAVID WEBER OIL CO.	903.10
06/10/11	MPG	CY-01410	TREES-CONNORS SCHOOLYARD PARK	01185	MATERA'S NURSERY	400.00
06/10/11	MPG	CY-02261	DRUM SET RENTAL	01257	THE DRUM DEN, LLC	215.00
06/10/11	MPG	CY-01780	FLOOD SENSOR CHANGE ORDER	01352	EM NET, LLC	960.00
06/10/11	MPG	CY-01358	EQUIPMENT RENTAL SPRING FEST.	01395	SUPERSONIC TRANSPORT INC	885.00
06/10/11	MPG	CY-01828	SNOW REMOVAL JAN. 2011	01493	AVELLAS GARAGE, INC.	3,300.00
06/10/11	MPG	CY-00060	CY2011 CG FLEET REPAIRS	01502	DAVE'S AUTO REPAIR	8,697.33
06/10/11	MPG	CY-01804	REIMBURSEMENT	01697	FALLO, GERALDINE	82.79
06/10/11	MPG	CY-01808	REIMBURSEMENT	01697	FALLO, GERALDINE	10.01
06/10/11	MPG	CY-00004	CY2011 WATER CHARGES	01733	HOBOKEN WATER SERVICE	7,315.65
06/10/11	MPG	CY-01717	TREES/MULCH/PLANTING	01910	NJ TREE FOUNDATION	12,000.00
06/10/11	MPG	CY-01830	CLEAN UP LOT 7TH & MONROE	01914	DOREMUS AVENUE RECYCLING &	243.75
06/10/11	MPG	CY-02262	POSTER DESIGN SPRING FESTIVAL	02062	JASON GLUSKIN	150.00
06/10/11	MPG	CY-00059	CY2011 CG FLEET MAINT SUPPLIES	02202	DAVES AUTO PARTS & ACCESSORIES	1,150.19
06/10/11	MPG	CY-01269	STREET POLE SPONSOR TAGS	02342	SKYLINE GRAPHIC MANAG. INC.	443.00
06/10/11	MPG	CY-02245	BANNERS/SIGNS FOR SUMMER CON.	02342	SKYLINE GRAPHIC MANAG. INC.	270.00
06/10/11	MPG	CY-01338	NEW TOILET AND SEWER CAP. (LLF)	02451	QUALITY PLUMBING & HEATING	1,750.00
06/10/11	MPG	CY-01657	BLOCKED SEWER FIRE HQ 201	02451	QUALITY PLUMBING & HEATING	500.00
06/10/11	MPG	CY-01962	REIMBURSEMENT, PART B MEDICARE	02587	TEOFILO OLIVIERI	1,156.80
06/10/11	MPG	CY-02062	NEW FLOOR-PURCHASING DEPT CH	02856	PARQUET FLOOR SERVICE	1,711.00
06/10/11	MPG	CY-01788	SERVICE STEAM CLEANER CG	03235	AQUA TECH HOTSYS, INC.	818.50
06/10/11	MPG	CY-00021	CY2011 MAINT CH	03342	ENTERPRISE CONSULTANTS	1,000.00
06/10/11	MPG	CY-00062	CY2011 CG MSG SERV	03894	ONE CALL CONCEPTS, INC.	136.13
06/10/11	MPG	CY-01443	REIMBURSEMENT, PART B MEDICARE	04388	DOROTHY & STEVE CAPPIELLO	2,314.80
06/10/11	MPG	CY-01951	REIMBURSEMENT, PART B MEDICARE	04553	ADRIANE WLADICH	1,156.80
06/10/11	MPG	CY-01987	REIMBURSEMENT, PART B MEDICARE	04724	ROSEMARY DREW	1,158.00
06/10/11	MPG	CY-00022	CY2011 ACCT #141015027	04794	NEXTEL COMMUNICATIONS	6,760.73
06/10/11	MPG	CY-01961	REIMBURSEMENT, PART B MEDICARE	05054	MARION & HARRY J. PINKMAN	2,316.00
06/10/11	MPG	CY-02061	OFFICE FURNITURE/TABLE&CHAIRS	05307	W. B. MASON CO., INC.	6,844.88
06/10/11	MPG	CY-01952	REIMBURSEMENT, PART B MEDICARE	05308	ANTHONY L. MOSCA	1,158.00
06/10/11	MPG	CY-01957	REIMBURSEMENT, PART B MEDICARE	05321	JEANNE RUBIN	1,158.00
06/10/11	MPG	CY-01986	REIMBURSEMENT, PART B MEDICARE	06277	MARGARET LAHR	2,652.00

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
06/10/11	MPG	CY-01954	REIMBURSEMENT, PART B MEDICARE	06615 CAROL A. HETZEL	1,158.00	
06/10/11	MPG	CY-01958	REIMBURSEMENT, PART B MEDICARE	06658 JOAN B. GOLIZIO	1,158.00	
06/10/11	MPG	CY-01432	REIMBURSEMENT, PART B MEDICARE	06660 CLARA FEARON	1,158.00	
06/10/11	MPG	CY-01798	OFFICE ASSISTANCE SPRING FEST.	06677 STEPHANIE SASSOLA	435.00	
06/10/11	MPG	CY-01805	OFFICE ASSISTANCE	06677 STEPHANIE SASSOLA	802.50	
06/10/11	MPG	CY-01934	SPRING FESTIVAL ASSISTANCE	06677 STEPHANIE SASSOLA	660.00	
06/10/11	MPG	CY-02246	OFFICE ASSISTANCE	06677 STEPHANIE SASSOLA	697.50	
06/10/11	MPG	CY-00012	CY2011 LIABILITY INS PREM	06739 GARDEN STATE MUNI. JOINT INSURA	623,856.00	
06/10/11	MPG	CY-00013	CY2011 AUTO/GL/PP ACCT#1238468	07031 THE PMA INSURANCE GROUP	12,168.49	
06/10/11	MPG	CY-01197	HVAC REPAIR - MSC	07185 ENVIRONMENTAL CLIMATE CONTROL	3,364.88	
06/10/11	MPG	CY-01948	BAGS CENTRAL GARAGE	07310 CLEAN ALL TECH. CORP.	1,840.00	
06/10/11	MPG	CY-01988	REIMBURSEMENT, PART B MEDICARE	07558 WILLIAM A. BERGIN	1,158.00	
06/10/11	MPG	CY-01953	REIMBURSEMENT, PART B MEDICARE	07982 BARBARA A. MOSCA	1,158.00	
06/10/11	MPG	CY-00295	PD BSMNT CEILING PAINTED	08351 FRESH COAT PAINTING	509.52	
06/10/11	MPG	CY-01955	REIMBURSEMENT, PART B MEDICARE	08637 CHARLES T. SMITH	1,158.00	
Total for Batch: MPG					1,007,530.30	
Total for Date: 06/10/11					Total for All Batches:	1,439,418.72

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	Batch Id	Batch Total
Total for Batch:	CHRIS	6,896.67
Total for Batch:	JMW	222,259.86
Total for Batch:	MEM	209,628.56
Total for Batch:	MPG	1,007,530.30
Total Of All Batches:		=====
		1,446,315.39

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	0-01	14,963.87	0.00
PARKING UTILITY FUND	0-31	258.37	0.00
Year Total:		15,222.24	0.00
CURRENT FUND	1-01	1,053,123.23	0.00
PARKING UTILITY FUND	1-31	211,823.25	0.00
	1-55	1,087.00	0.00
Year Total:		1,266,033.48	0.00
	C-04	103,741.07	0.00
GRANT FUND	G-02	4,360.39	0.00
	G-55	830.00	0.00
Year Total:		5,190.39	0.00
TRUST FUND & OTHER	T-03	45,428.90	0.00
Total Of All Funds:		1,435,616.08	0.00

Project Description	Project No.	Project Total
1017 - 1031 JEFFERSON STREET	010447	729.33
1500 HUDSON STREET	010501	875.00
715 WASHINGTON STREET	1482939	420.00
1028 BLOMMFIELD STREET	1482947	210.00
1039 BLOOMFIELD STREET	1482970	210.00
100 - 109 PATERSON	1482988	386.25
1125 HUDSON STREET MAXWELL PL	1483002	530.00
504 HUDSON STREET	1483028	770.00
259 1ST STREET	1483036	420.00
309 NEWARK STREET	1483051	1,260.00
1316 WILLOW AVENUE	292800	471.23
1100-1110 JEFFERSON STREET	292806	252.00
1011-1111 MADISON STREET	292807	300.50
513 WILLOW AVENUE	292815	1,190.00
401 - 403 1st Street	292835	301.25
615 MONROE STREET	292843	240.00
1201 HUDSON STREET	292844	47.50
1314 WASHINGTON STREET	292845	420.00
734 - 738 WILLOW AVE	292850	735.00
106 1ST STREET	292853	108.75
315 WASHINGTON STREET	292856	108.75
506 GARDEN STREET	292858	70.00
1405 CLINTON STREET	292862	560.00
1201 HUDSON STREET	45237	83.75

Total Of All Projects:

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10,699.31



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Fund Description	Fund	Budget Total
CURRENT FUND	1-01	1,080.00
		=====
Total Of All Funds:		1,080.00

Rcvd Batch Id Range: First to Last		Rcvd Date Start: 06/14/11		End: 06/14/11		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract	
06/14/11	JMW	CY-01854	REIMBURSEMENT	00151	FARINA, JAMES	51.28	
06/14/11	JMW	CY-01861	ELECTION BOARD WORKER 5/10/11	01918	SUSAN HABER	275.00	
06/14/11	JMW	CY-02082	ELECTION POLL WORKER	01931	MELISSA WALKER	200.00	
06/14/11	JMW	CY-02089	ELECTION POLL WORKER	01932	CHERYL A. VILLONE	200.00	
06/14/11	JMW	CY-02093	ELECTION POLL WORKER	01938	SAMANTHA LOPEZ	200.00	
06/14/11	JMW	CY-02096	ELECTION POLL WORKER	01940	TAMMY VELEZ	212.50	
06/14/11	JMW	CY-02110	ELECTION POLL WORKER	01946	MODESTINE CHUENG	225.00	
06/14/11	JMW	CY-02128	ELECTION POLL WORKER	01951	ELIZABETH BURKE OLSEN	200.00	
06/14/11	JMW	CY-02180	ELECTION POLL WORKER	01974	MARY ROTONDI	200.00	
06/14/11	JMW	CY-02201	ELECTION POLL WORKER	01999	MARGARET BLACKBOURN	200.00	
06/14/11	JMW	CY-02198	ELECTION POLL WORKER	02028	MARY NEWELL	200.00	
06/14/11	JMW	CY-01884	ELECTION BOARD WORKER 5/10/11	03040	RALPH GALLO	100.00	
06/14/11	JMW	CY-02193	ELECTION POLL WORKER	05095	HELEN STABILE	200.00	
06/14/11	JMW	CY-02186	ELECTION POLL WORKER	05101	FRANCES BOVE	212.50	
06/14/11	JMW	CY-02091	ELECTION POLL WORKER	05102	WILLIAM WISNESKI	212.50	
06/14/11	JMW	CY-02189	ELECTION POLL WORKER	05104	DORIS MC LAUGHLIN	212.50	
06/14/11	JMW	CY-02204	ELECTION POLL WORKER	05106	SUSIE DI GIOVANNI	200.00	
06/14/11	JMW	CY-02217	ELECTION POLL WORKER	05118	ANNA RONGA	200.00	
06/14/11	JMW	CY-02174	ELECTION POLL WORKER	05143	MARY HUDOCK	200.00	
06/14/11	JMW	CY-02117	ELECTION POLL WORKER	05154	GEORGE HUSTED	212.50	
06/14/11	JMW	CY-02118	ELECTION POLL WORKER	05159	CATHERINE HUSTED	200.00	
06/14/11	JMW	CY-02105	ELECTION POLL WORKER	05207	FRANK BELFIORE	200.00	
06/14/11	JMW	CY-02108	ELECTION POLL WORKER	05211	LUCILLE ENTRUP	200.00	
06/14/11	JMW	CY-02213	ELECTION POLL WORKER	05692	YOLANDA HERNANDEZ	200.00	
06/14/11	JMW	CY-02077	ELECTION POLL WORKER	05701	VINCENT FABRIZIO	212.50	
06/14/11	JMW	CY-02187	ELECTION POLL WORKER	05715	FLORENCE FRUSTIERI	200.00	
06/14/11	JMW	CY-02100	ELECTION POLL WORKER	05725	PATRICK LA BRUNO	200.00	
06/14/11	JMW	CY-02098	ELECTION POLL WORKER	05726	GERARD GHERADI	200.00	
06/14/11	JMW	CY-02123	ELECTION POLL WORKER	05734	SUNIL DALAI	225.00	
06/14/11	JMW	CY-02219	ELECTION POLL WORKER	06618	DANIEL GILYARD	225.00	
06/14/11	JMW	CY-01860	ELECTION BOARD WORKER 5/10/11	06685	MICHAEL TAGLIERI	100.00	
06/14/11	JMW	CY-01885	RENTAL-ELECTION 5/10/11	06856	ELKS LODGE #74	450.00	
06/14/11	JMW	CY-02206	ELECTION POLL WORKER	07397	ANGELA AMATO	200.00	
06/14/11	JMW	CY-01859	ELECTION BOARD WORKER 5/10/11	07554	LAUREN FARINA	100.00	
06/14/11	JMW	CY-02107	ELECTION POLL WORKER	07727	LUCILLE TUSCANO	212.50	
06/14/11	JMW	CY-01882	ELECTION BOARD WORKER 5/10/11	07821	JOAN COLEGROVE	275.00	
06/14/11	JMW	CY-02196	ELECTION POLL WORKER	07845	FLORENCE RODRIGUEZ	200.00	
06/14/11	JMW	CY-02184	ELECTION POLL WORKER	07850	ANNETTE MONTALVO	200.00	
06/14/11	JMW	CY-01858	ELECTION BOARD WORKER 5/10/11	08488	ALYSSA PASCULLI	100.00	
06/14/11	JMW	CY-02190	ELECTION POLL WORKER	08566	ROSE RUGGERE	200.00	
06/14/11	JMW	CY-02112	ELECTION POLL WORKER	08726	AIDA ROSA NIEVES	200.00	
06/14/11	JMW	CY-02224	ELECTION POLL WORKER	08733	JONATHAN VASQUEZ	200.00	
06/14/11	JMW	CY-02109	ELECTION POLL WORKER	08746	RAQUEL NUNEZ DE MORAES	200.00	
06/14/11	JMW	CY-02102	ELECTION POLL WORKER	08747	REVANTIKA SHAH	200.00	
06/14/11	JMW	CY-02095	ELECTION POLL WORKER	09193	LETICIA VELEZ	212.50	
06/14/11	JMW	CY-02103	ELECTION POLL WORKER	09204	BARBARA PLEGUEZUELO	200.00	
06/14/11	JMW	CY-02106	ELECTION POLL WORKER	09205	GIOVANNA AMATO	200.00	
06/14/11	JMW	CY-02113	ELECTION POLL WORKER	09208	LUZ LOPEZ	200.00	
06/14/11	JMW	CY-02211	ELECTION POLL WORKER	09232	DERICK STEVENS	200.00	
06/14/11	JMW	CY-02197	ELECTION POLL WORKER	09239	SARALA RAVAL	200.00	
06/14/11	JMW	CY-01857	ELECTION BOARD WORKER 5/10/11	09814	JONATHAN BUONFIGLIO	100.00	
06/14/11	JMW	CY-01883	ELECTION BOARD WORKER 5/10/11	09815	MATTHEW GALLO	100.00	

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
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				Total for Batch: JMW	10,226.28	
			Total for Date: 06/14/11	Total for All Batches:	10,226.28	

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Batch Id	Batch Total
Total for Batch: JMW	10,226.28
Total Of All Batches:	===== 10,226.28

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Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	1-01	10,226.28	0.00
Total Of All Funds:		=====	=====
		10,226.28	0.00

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

12-May-11	TO	25-May-11	Paydate	6/1/2011	
<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	9,183.12	0.00	0.00	9,183.12
MAYOR'S OFFICE	1-01-20-110	9,155.78	0.00	0.00	9,155.78
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	8,637.81	0.00	0.00	8,637.81
ABC BOARD	1-01-20-113	0.00	0.00	153.85	153.85
PURCHASING	1-01-20-114	7,061.97	0.00	0.00	7,061.97
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,959.08	259.56	0.00	15,218.64
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	23,806.00	0.00	0.00	23,806.00
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	8,848.81	0.00	0.00	8,848.81
ASSESSOR'S OFFICE	1-01-20-150	13,494.27	0.00	0.00	13,494.27
CORPORATE COUNSEL	1-01-20-155	12,054.03	18.96	1,351.50	13,424.49
COMMUNITY DEVELOPMENT	1-01-20-160	3,980.77	0.00	0.00	3,980.77
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	5,865.00	298.55	0.00	6,163.55
INFORMATION TECHNOLOGY	1-01-20-147	1,999.56	0.00	0.00	1,999.56
ZONING OFFICER	1-01-21-186	7,094.65	0.00	0.00	7,094.65
HOUSING INSPECTION	1-01-21-187	5,489.84	486.12	0.00	5,975.96
CONSTRUCTION CODE	1-01-22-195	22,286.96	0.00	200.00	22,486.96
		450.00	0.00	0.00	450.00
POLICE DIVISION	1-01-25-241	363,416.37	134.65	5,961.77	369,512.79
		189,472.82	0.00	(27,318.00)	162,154.82
CROSSING GUARDS	1-01-25-241	13,269.73	0.00	0.00	13,269.73
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	399,735.31	24,514.01	9,485.53	433,734.85
STREETS AND ROADS	1-01-26-291-011	25,343.93	6,316.55	0.00	31,660.48
ENV SRVCS DIR OFFICE	1-01-26-290	7,815.76	0.00	0.00	7,815.76
RECREATION SEASONAL EMP	1-0128370016	6,125.00	0.00	251.25	6,376.25
CENTRAL GARAGE	1-01-26-301	3,199.00	490.49	0.00	3,689.49
SANITATION	1-01-26-305	20,133.61	4,986.87	388.48	25,508.96
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	10,659.25	0.00	0.00	10,659.25
BOARD OF HEALTH	1-01-27-332	17,911.15	0.00	0.00	17,911.15
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	16,081.13	0.00	0.00	16,081.13
RENT STABILIZATION	1-01-27-347	7,352.96	0.00	0.00	7,352.96
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	13,308.41	2,139.72	3,415.30	18,863.43
PARKS	1-01-28-375	19,265.77	2,168.61	0.00	21,434.38
PUBLIC PROPERTY	1-01-28-377	29,218.25	591.84	0.00	29,810.09
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	39,668.66	0.00	0.00	39,668.66
PARKING UTILITY	1-31-55-501-101	83,872.92 1,664.00	9,350.66 0.00	0.00 0.00	93,223.58 1,664.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,848.41	0.00	2,848.41
GRANT#	T0340000004	0.00	450.00	0.00	450.00
GRANT#	G-02-44-701-380	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-390	0.00	0.00	0.00	0.00
GRANT#	G-02-41-100-PSO	0.00	0.00	0.00	0.00
GRANT#	T-03-40-000-003	0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	604.06	0.00	604.06
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>
<b>OTHER:</b>					
SALARY ADJUSTMENT	1-01-36-478-000	0.00	94.55	10,726.09	10,820.64
SALARY SETTLEMENT	1-01-36-479-000	6,167.53	0.00	198,130.69	204,298.22
		0.00	0.00	37,318.00	37,318.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	39,978.50	39,978.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
GRANT	G-02-44-701-310	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
<b>GRAND TOTAL</b>		1,450,309.26	55,753.61	280,139.11	1,786,201.98
					1,786,201.98

**INTRODUCED BY:** \_\_\_\_\_  
**SECONDED BY:** \_\_\_\_\_

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

**A RESOLUTION TO EXTEND THE CONTRACT FOR SPECIAL  
COUNSEL WITH EDWARD BUZAK, ESQ. OF THE BUZAK LAW  
GROUP, LLC FOR ONE YEAR TO BEGIN IMMEDIATELY UPON  
EXECUTION IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND  
DOLLARS (\$60,000.00)**

**WHEREAS**, in 2009 and 2010 the City of Hoboken sought competitive proposals for the position of Special Counsel, and received a proposal from Edward Buzak, Esq. of The Buzak Law Group, LLC; and,

**WHEREAS**, the City Council approved Special Legal Counsel contracts with Edward Buzak, Esq. of the Buzak Law Group, LLC by resolutions dated August 11, 2010 and February 17, 2010; and,

**WHEREAS**, Edward Buzak, Esq. has continuously provided the City with legal representation relating to the land use appeal filed against the City by Kane Properties, LLC, matters relating to Maxwell Place, litigation relating to Block A, and matters relating to Block E, which issues remain ongoing with intricate legal concerns that would require significant extra costs in legal fees should the matters be transferred to new legal counsel; and

**WHEREAS**, Edward Buzak has substantial experience representing governmental agencies, and particularly municipalities, in real estate transactions, which expertise will be beneficial to the City of Hoboken as it seeks to acquire open space property; and,

**WHEREAS**, this service represents a professional service and is, therefore, exempt from bidding pursuant to N.J.S.A. 40A:11-5; and, the special expertise and special knowledge of The Buzak Group, LLC and Edward Buzak, Esq. relating to the ongoing litigation and ongoing legal issues constitutes sufficient reason to waive the general requirements for utilizing the request for proposals process, pursuant to Hoboken Code Section 20A-4H; and

**WHEREAS**, the City needs to extend its current contract with Edward Buzak, Esq. of the Buzak Law Group, LLC for an additional one year term, with a not to exceed amount of Sixty Thousand Dollars (\$60,000.00) of which Fifty Thousand Dollars (\$50,000.00) shall be put to continuing representation and Ten Thousand Dollars (\$10,000.00) of which shall be dedicated to representing the City in its acquisition of open space.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Hoboken in the County of Hudson (*a majority of the whole Council concurring*) that:

1. The above recitals are incorporated herein as thoughtfully set forth at length; and
2. The City Council hereby requests a one year extension of the City's contract with Edward Buzak, Esq. for services as Special Counsel in an amount not to exceed Sixty Thousand Dollars (\$60,000.00) of which Fifty Thousand Dollars (\$50,000.00) shall be put to continuing representation and Ten Thousand Dollars (\$10,000.00) of which shall be dedicated to representing the City in its acquisition of open space; and,
3. The term of the contract shall commence immediately upon execution of the

- contract, and last for a term of one year from the date of commencement; and,
4. Attorneys at the Buzak Law Group LLC shall be paid at a rate of one hundred fifty dollars (\$150.00) per hour based on actual time, and expenses; and,
  5. The City Council directs the Mayor or her agent to take steps to effectuate the recitals herein; and,
  6. This resolution shall take effect immediately.

**Meeting of: June 1, 2011**

**REVIEWED:**

**APPROVED AS TO FORM:**

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

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**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 \$60,000.00 is available in the following appropriations:

Special Legal Counsel

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

**SPECIAL LEGAL COUNSEL**

As awarded to the following vendor:

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

**I further certify that, subject to adoption of 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: \_\_\_\_\_

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

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

**CITY OF HOBOKEN**

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

**RESOLUTION TO APPROVE THE “TRIPARTITE AGREEMENT FOR THE PROVISION OF GEOTECHNICAL BORINGS ON A PORTION OF SINATRA DRIVE IN THE CITY OF HOBOKEN” BETWEEN THE CITY OF HOBOKEN, PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND CRAIG GEOTECHNICAL DRILLING COMPANY, INC.**

**WHEREAS**, Hoboken owns the roadway known as Sinatra Drive in the City of Hoboken, and the Port Authority of New York and New Jersey owns the South Waterfront Development between Sinatra Drive and River Street adjacent to this portion of Sinatra Drive; and

**WHEREAS**, a depression in the portion of Sinatra Drive described above has occurred and neither party is able to identify the cause of the depression; and

**WHEREAS**, Port Authority has offered to perform, through its contractor, geotechnical test borings in the roadway and analyze the boring samples at no cost, and as a courtesy, to the City of Hoboken; and

**WHEREAS**, Port Authority and its contractor will require access to Sinatra Drive at times set forth in this agreement as well as cooperation from the City of Hoboken with regard to any necessary street closures and traffic/security requirements attendant to the performance of the geotechnical test borings; and

**WHEREAS**, Port Authority will require the contractor to name the City of Hoboken, its officials, employees, representatives and agents as an additional insured on its insurance policy and will require the City of Hoboken to insure, indemnify, save and hold harmless, the Port Authority, its officials, employees, representatives and agents as well as other Port Authority required insurance provisions described herein.

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

- 1) Approval of the attached Tripartite Agreement between the City of Hoboken, the Port Authority of New York and New Jersey, and Craig Geotechnical Drilling Company, Inc.;
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved:

Approved as to Form:

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

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

Date: June 1, 2011

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
225 PARK AVENUE SOUTH  
NEW YORK, NEW YORK 10003**

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**TRIPARTITE AGREEMENT FOR THE PROVISION  
OF GEOTECHNICAL BORINGS ON A PORTION  
OF SINATRA DRIVE IN THE CITY OF HOBOKEN**

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**, a body corporate and politic, created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having its principal office at 225 Park Avenue South, New York, New York 10003 referred to as (the "**Port Authority**"), the **CITY OF HOBOKEN** a municipal corporation in the State of New Jersey with its principal offices located at 94 Washington St., Hoboken, NJ 07030 referred to as (the "**Hoboken**" or the "**City**") and **CRAIG GEOTECHNICAL DRILLING CO., Inc.**, with its principal offices located at 5435 S. Harding Highway, Mays Landing, NJ 08330 referred to as ("**Contractor**") and collectively, all three parties referred to as ("**Parties**") hereby agree as follows:

**WHEREAS**, Hoboken owns the roadway known as Sinatra Drive in the City of Hoboken; and

**WHEREAS**, Port Authority owns the South Waterfront Development between Sinatra Drive and River Street in the City of Hoboken; and

**WHEREAS**, a depression in the roadway known as Sinatra Drive has occurred and neither party is able to identify the cause of the depression; and

**WHEREAS**, the depression in the roadway known as Sinatra Drive is in front of the South Waterfront Development property owned by the Port Authority; and

**WHEREAS**, Port Authority has offered to perform, through its contractor, geotechnical test borings in the roadway and analyze the boring samples at no cost, and as a courtesy, to the City of Hoboken; and

**WHEREAS**, Port Authority and its contractor will require access to Sinatra Drive at times set forth in this agreement as well as cooperation from the City of Hoboken with regard to any necessary street closures and traffic/security requirements attendant to the performance of the geotechnical test borings; and

**WHEREAS**, Port Authority will require the contractor to name the City of Hoboken, its officials, employees, representatives and agents as an additional insured on its insurance policy and will require the City of Hoboken to insure, indemnify, save and hold harmless, the Port Authority, its officials, employees, representatives and agents as well as other Port Authority required insurance provisions described herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, it is on this \_\_\_\_ day of May, 2011 hereby agreed by and between the parties as follows:

1. The City of Hoboken hereby grants to the Port Authority and the Contractor, license to occupy a portion of the Sinatra Drive in the City of Hoboken, County of Hudson and State of New Jersey, (the “**Property**”) consisting of the work area as depicted on an exhibit attached hereto, hereby becoming a part hereof and marked “Exhibit A” (the “**Site**”), for the purpose of performing Geotechnical Test Borings (the “**Work**”), and for no other purpose, subject to the conditions set forth in this agreement.

2. Term.

This License shall take effect on the date of execution by the City of Hoboken and shall expire, unless sooner revoked or terminated, upon the earlier occurrence of completion of the Work. The permission hereby granted may be revoked at any time by the City of Hoboken with or without cause, upon forty-eight (48) hours’ written notice to the Port Authority or may be terminated at any time by the Port Authority, without cause, upon forty-eight (48) hours’ written notice to the City of Hoboken. Revocation, termination or expiration of this License shall not relieve the parties of any liabilities or obligations hereunder which shall have accrued prior to the effective date of such revocation, termination or expiration.

3. Work Approval by Parties.

(a) Prior to commencement of the Work and the introduction of any equipment, supplies or materials of the Contractor onto the Site, the Contractor shall submit to the representative of the Port Authority, Manager of Commercial Properties, Robert McKee, or his authorized representative or successor (the “**Project Manager**”) field report and work plan covering the Work prepared by a licensed professional engineer. The Work shall not commence until the Contractor receives the approval of the Project Manager to do so after his review of said specifications and drawings.

(b) The Project Manager may withhold his approval to proceed with the Work if, in his sole opinion, the Work will in any manner endanger persons or property and may condition his approval on the Contractor’s agreement to take such precautions as the Project Manager may, in his sole opinion, deem advisable. In the event that at any time the Project Manager determines that the Work will unduly interfere with the operations of the facilities of the Port Authority, its tenants or will constitute a hazard to life or property, the Project Manager shall have the right to suspend the Work until such time as he determines that the Work may safely resume.

(c) Any additions to or changes in the plans and specifications for the Work must be submitted to the Project Manager in a timely manner for review and must be approved prior to implementation.

(d) It is expressly understood and agreed by the parties that the Contractor is not an agent and or representative of the Port Authority, but a separate, contracted for independent contractor and that the Port Authority is not responsible for the actions and or inactions of the Contractor. Further, it is expressly understood and agreed by the parties that any review of plans and specifications, comments thereon or monitoring, if any, of the Work by Port Authority personnel shall not constitute or be construed as a representation or warranty on the part of the Port Authority as to the adequacy or propriety of such plans and specifications or methods of work, nor shall the Port Authority be deemed to have assumed any liability to any party to this agreement or any third party by reason of such approval or monitoring, if any, or by virtue of the presence at the Site of representatives of the Port Authority. All final review or authorization of the Work shall be the responsibility of the City.

4. Commencement and Performance of Work.

(a) Due to the determination by the City that the geotechnical boring services to be performed at the site are needed on an emergency basis and to avoid an exacerbation of the conditions of the roadway which necessitated the geotechnical boring services, the Work will be performed with a target date of June 1<sup>st</sup> and 2<sup>nd</sup>, 2011 and continue until completed.

(b) Unless impracticable by reason of subsection 4(a) above, at least seven (7) days prior to initiating the Work, Contractor shall notify the Project Manager and comply with his and the City's instructions, including time and manner of work, ingress and egress to and from the Site, design and installation of safety and security precautions and limitations on the Site. In the event that the City or the Port Authority determines that the Work may extend to property that is not under the jurisdiction or the control of the Port Authority, the Contractor shall secure the necessary access or permits thereto and shall provide the Port Authority with written evidence thereof prior to the commencement of performance of the Work.

(c) All Work including, but not limited to, compliance with the terms and conditions of this agreement shall be performed at the sole cost and expense of the Port Authority. The Contractor shall keep the Site free of debris. Upon expiration or revocation of this agreement, except as otherwise provided in 4(d) below, the Port Authority through its Contractor, shall, at its own cost and expense, reasonably restore the areas occupied, accessed or in the vicinity of the Site in connection with the Work to at least the condition existing immediately prior to the commencement of the Work.

(d) Once the Port Authority has reasonably restored the areas occupied or accessed pursuant to this agreement, the City shall perform whatever additional repairs to its roadway, it deems appropriate under the circumstances. The City's inspectors shall, at the City's sole cost and expense, inspect the roadway and approve of all Work prior to resumption of the public access to the roadway.

(e) The City shall, at its sole cost and expense, provide such security and traffic measures as are deemed appropriate by the Chief of the Hoboken Police Department to ensure the safety of persons and property from injury or damage.

(f) Port Authority or its contractor shall call for utility mark out prior to the commencement of the geotechnical boring services.

(g) Except as otherwise provided herein, the Work shall be permitted Monday through Friday between the hours of 9:30 a.m. and 6:00 p.m. unless the Project Manager shall determine that such Work will unduly interfere with operations at the Site or will constitute a hazard to life or property. In the event of such determination, the Project Manager shall have the right to suspend the Work until such time as he determines that the Work may safely resume.

(h) The Contractor and its employees shall wear or carry badges or other suitable means of immediate photo identification. The badges or other suitable means of identification shall be subject to approval of the Port Authority and be required while on the Property or roadway.

(i) All construction activities shall conform with all New Jersey State Uniform Construction Code and City of Hoboken Building codes and sub-codes where applicable and Construction Site Safety Code statutes, regulations and rules including but not limited to OSHA requirements. At the conclusion of each day's work and whenever the Work is unattended by the Contractor's personnel, the Contractor shall secure the Property, Site and Work as well as its equipment, vehicles, signs and materials, and clean up all debris in such a manner as to secure the safety of all persons and property.

(j) All field logs, analysis and data regarding the geotechnical borings shall be and remain the property of the Port Authority, however same shall immediately be shared between the Port Authority and the City once available.

5. Damage to Property.

Any damage to the roadway resulting from or in any way arising out of the Work shall not be the responsibility of the Port Authority. The Port Authority shall have no duty, whether directly or through its contractor to repair any damages to the roadway incidental to the performance of the services contemplated by this agreement, except as provided for in 4(c), herein.

6. No Duty to Cure.

The Port Authority shall disclose to the City any conditions endangering the health and safety of the general public which are uncovered during the performance of the geotechnical testing; however, the Port Authority shall also have no obligation to take any action to mitigate, cure, repair or otherwise address any conditions of the roadway which may be disclosed as a result of the analysis of the geotechnical test borings.

7. No Interference with Property of Others.

Except as to the Work, no overhead, surface or subsurface structures, buildings, piping and/or wiring belonging to or under the control of the Port Authority, its tenants, permittees or licensees or any public utility shall be removed, relocated or reconstructed by the Contractor without first obtaining the approval of the City, and the Port Authority or the affected utility company, as the case may be, and any such work shall be performed at the sole cost and expense of the City.

By agreement between the City and the Port Authority, in the event that such overhead, surface or subsurface structures, buildings, piping and/or wiring belonging to or under the control of the Port Authority, its tenants, permittees or licensees is required to be relocated either on a temporary or permanent basis, the Port Authority may engage its own contractor to perform such relocation work and City shall be responsible for all costs and expenses thereof. Prior to the performance of such relocation work by a contractor hired by Port Authority, where practicable under the attendant circumstances, an estimate shall be provided to City for the work to be performed. Prior to the commencement of the Work, the City and Contractor shall coordinate the Work with the Location of Subsurface Utilities toll-free information service (1-800-272-4480) to ascertain the location of subsurface utilities, if any, at the Work Site. The City and/or Contractor shall provide the Port Authority with written evidence of such coordination.. No subsurface work shall proceed without the presence of representatives of both the Port Authority Resident Engineer's Office and the City's engineering staff, respectively.

8. Third Party Permissions.

This agreement is not intended, and shall not be construed, to grant the Contractor permission to use or occupy property not owned by or under the jurisdiction of the Port Authority or City; and this agreement is not intended, and shall not be construed, to relieve the Contractor from its responsibility to procure and maintain in effect all requisite permissions and approvals from appropriate public utilities and other interested third parties, together with all licenses, franchises or permits necessary for it to comply with all laws, rules and regulations of federal, state and other governmental entities, authorities and agencies applicable to it and to the Work.

9. Risk of Loss; Indemnification.

(a) The Contractor hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with the Work and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the release or threat of release of hazardous and/or toxic wastes or substances or as a result of its compliance or noncompliance with applicable law.

(b) The Contractor further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents as well as the Port Authority, each Commissioner of the Port Authority, each and every officer, agent, employee and representative of the Port Authority (each, an “**Indemnified Party**”, and collectively, the “**Indemnified Parties**”) from and against any and all claims, suits, demands, litigations and proceedings (the “**Claims**”) based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys’ fees and costs of suit without exception. If so directed, the Contractor shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event Contractor shall not, without obtaining express advance written permission from the General Counsel of the Port Authority and the Corporation Counsel of the City, respectively, raise any defense involving in any way the immunity of the Port Authority or the City, or their Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the City, the provisions of any statutes respecting suits against the Port Authority or the City, or the jurisdiction of the tribunal over the person of the Port Authority or the City.

(c) The City of Hoboken further agree to indemnify and hold harmless the Port Authority, each Commissioner of the Port Authority, each and every officer, agent, employee and representative of the Port Authority (each, an “**Indemnified Party**”, and collectively, the “**Indemnified Parties**”) from and against any and all claims, suits, demands, litigations and proceedings (the “**Claims**”) based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys’ fees and costs of suit without exception. If so directed, the City shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event the City shall not, without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the immunity of the Port Authority, or its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, the provisions of any statutes respecting suits against the Port Authority, or the jurisdiction of the tribunal over the person of the Port Authority.

10. Insurance.

(a) During the term of this agreement, the Contractor and the City shall take out and maintain in their own names and at their own cost and expense a Commercial General Liability Insurance policy in limits of not less than Five Million Dollars and No Cents (\$5,000,000.00), combined single limit per occurrence for Bodily Injury and Property Damage Liability, including but not limited to Broad Form Property Damage, Explosion, Collapse and Underground Property Damage Hazards, Premises/Operations, Products Liability/Completed Operations and Independent Contractor coverages. In addition, each policy shall include a Contractual Liability endorsement covering the risks and indemnities the Contractor and City has assumed under this agreement.

(b) The Contractor and City shall take out and maintain in its own name and at their own expense a Comprehensive Automobile Liability Insurance policy covering owned, non-owned and hired vehicles, as applicable, with limits of not less than Two Million Dollars and No Cents (\$2,000,000.00) combined single limit per occurrence for Bodily Injury and Property Damage Liability.

(c) The aforementioned policies shall name the Indemnified Parties as additional insureds and shall be specifically endorsed to provide that in any action or proceeding under or in connection with such policies, the insurance carrier shall not, without obtaining express advance written permission from the General Counsel of the Port Authority or Corporation Counsel of the City of Hoboken, respectively, raise any defense involving in any way the immunity of the Port Authority or the City, their Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the City, the provisions of any statutes respecting suits against the Port Authority or the City, or the jurisdiction of the tribunal over the person of the Port Authority or the City.

(d) Further, the aforementioned policies must be specifically endorsed to provide that the policy may not be canceled, terminated, or modified without thirty (30) days' written notice to the Port Authority of New York and New Jersey, General Manager, Risk Financing, at the address below.

(e) Further, the City and Contractor shall cause to be obtained and maintained without cost or expense to the Port Authority a policy of Workers' Compensation Insurance and Employer's Liability Insurance in compliance with the requirements of law covering all persons employed by the Licensee and its contractors in connection with the Work. Such policy shall be endorsed to include Coverage B – Federal Employers' Liability Act, with a limit of not less than One Million Dollars and No Cents (\$1,000,000.00).

(f) Prior to the commencement of the Work or the introduction of any equipment onto the Site, the Contractor shall deliver to the Manager, Risk Financing Division, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12<sup>th</sup> Floor, New York, New York 10003 (Attention: Certificate Review), an original Endorsement or Endorsements to the insurance policy evidencing the above coverages and all required endorsements including the all persons required to be named as an additional insured. Any endorsement required under this License shall adequately identify this Agreement, shall contain a separate express statement of compliance with each and every requirement set forth above in this paragraph, and shall stipulate that the policies may not be canceled, terminated or modified without thirty (30) days' advance written notice to the said Manager. Moreover, all the aforesaid policies of insurance shall not contain any provisions for exclusions from liability not forming part of the standard basic un-amended and unendorsed Liability Insurance policy. Upon request of the said Manager, the City and Contractor shall furnish him with a certified copy of each policy and proof that it is in full force and effect, including evidence that premiums have been paid.

(g) The Contractor may opt to self-insure. In the event the Licensee chooses to exercise this option, then it shall provide a signed letter of self-insurance to Risk Financing, at the address stated in sub-paragraph (f) above, stating the required coverages it is self-insured for, up to the limits required above.

11. Miscellaneous.

(a) Nothing herein contained shall be understood or construed to create or grant any third party benefits or rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

(b) No Indemnified Party shall be charged personally with any liability or held liable under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

(c) The entire agreement between the Parties is contained herein and no modification or termination hereof shall be effective unless in writing, signed by the party to be charged therewith.

(d) All notices hereunder shall be given in writing and delivered in person or by certified mail with return receipt, by addressing the same to:

(i) The Port Authority:

a. Port Authority, Manager of Commercial Properties, Robert McKee The Port Authority of New York and New Jersey, Law Department, 225 Park Avenue South, Floor 15, New York New York, 10003; and

b. The Port Authority of New York and New Jersey, Law Department, 225 Park Avenue South, Floor 14, New York New York, 10003, Attn. Christopher Hartwyk; and

(ii) The Contractor: Craig Geotechnical Drilling Co., Inc, 5435 S. Harding Highway, Mays Landing, NJ 08330, and

(iii) The City of Hoboken: City of Hoboken, Office of Corporation Counsel, 94 Washington St., Hoboken, NJ 07030.

Notices shall be effective upon receipt.

(e) This Agreement and any claim, dispute or controversy arising out of, under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles.

(f) The Parties hereby irrevocably submit themselves to the jurisdiction of the Courts of the State of New Jersey, concerning any controversy arising

out of, connected with, or in any way concerning this Agreement. The Parties agree that the service of process on the respective Parties in relation to such jurisdiction may be made, either by registered or certified mail addressed to it at the respective addresses of the respective Parties indicated herein, or by actual personal delivery to the respective Party. Such service shall be deemed sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

12. Severability

If any term or provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by Law.

13. Construction.

The parties have participated jointly in the negotiation and drafting of this agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this agreement.

14. Exhibits and Schedules

The provisions and obligations contained in any Exhibits or Schedules attached hereto shall have the same force and effect as if set forth in full herein.

15. Procedural defects

If any defect in any procedural or public notice requirements or any other defect in the process required for the approval of this transaction is brought to the attention of either party, both parties agree to take any and all steps necessary to immediately correct the

procedural deficiency to appropriately authorize the transaction contemplated hereby and effectuate the transaction.

16. Non-Liability Of Individuals

No Commissioner, Council member, director, officer, agent or employee of either party, shall be charged personally or held contractually liable by or to the any party under any term or provision of this agreement, or of any other previous agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this agreement, or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

The Parties hereby indicate their acceptance of this Agreement by signing and dating two (2) duplicate originals in the space provided below and returning the originals to the Port Authority. Upon the execution by the Port Authority of this Agreement, one fully-executed original will be returned to the all Parties.

<p>WITNESS:</p> <hr/>	<p><b>CRAIG GEOTECHNICAL DRILLING CO. INC.:</b></p> <hr/> <p>(Signature)</p> <hr/> <p>(Title)</p> <p>Dated:</p>
<p>WITNESS:</p> <hr/> <p>JAMES FARINA, RMC</p>	<p><b>CITY OF HOBOKEN:</b></p> <hr/> <p><del>(Signature)</del></p> <hr/> <p>DAWN ZIMMER, MAYOR</p> <p>Dated:</p>
<p>WITNESS:</p> <hr/> <p><del>CHRISTOPHER COOK</del></p>	<p><b>PORT AUTHORITY OF NEW YORK &amp; NEW JERSEY</b></p> <hr/> <p>CHRISTOPHER O WARD, EXECUTIVE DIRECTOR</p> <p>Dated:</p>

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Port Authority Use Only:

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Approval as to Terms:	Approval as to Form:

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

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

**CITY OF HOBOKEN**

**RESOLUTION #:** \_\_\_\_\_

**RESOLUTION APPROVING A CHANGE ORDER FOR NEW HVAC AT THE MULTI SERVICE CENTER**

**Whereas**, the City of Hoboken has received grant awards totaling \$386,000 (\$161,000 EECBG federal stimulus and \$225,000 Community Development Grant funds) for replacement of the HVAC system at the Multi-Service Center; and

**Whereas**, at the City Council meeting of November 15, 2010, a construction contract for the HVAC replacement was awarded to WHL Enterprises (t/a Bill Leary A/C & Heating, 6 Green Street, Metuchen, NJ 08840) in the amount of \$322,900; and

**Whereas**, approval of a change order #1 in the amount of \$6,171.00 (attached) is necessary to cover steel needed as additional reinforcement for wind loads, as required by the City's Building Department; **now therefore be it –**

**Resolved**, that the City Council approves the attached Change Order in the amount of \$6,171.00.

**Meeting Date: June 15, 2011**

**Department of Environmental Services**

**Approved as to form**

\_\_\_\_\_  
**Jennifer Maier, Director**

\_\_\_\_\_  
**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 \$6,171.00 is available in the following appropriations:

These funds are sufficient to meet the contractual commitment providing for:

**CHANGE ORDER #1 FOR NEW HVAC AT THE MULTI SERVICE CENTER**

For payment to be submitted to the following contractor:

WHL Enterprises  
t/a Bill Leary A/C & Heating  
6 Green Street  
Metuchen, NJ 08840

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

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

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

# BILL LEARY A/C & HEATING

6 GREEN STREET - METUCHEN, NJ 08840  
TEL: 732-494-9200 FAX: 732-632-9898

05/25/2011

## Change Order #1

To: Joseph A. Pomante, P.E./Walter Tretiak, P.E.

Re: CO #1  
Hoboken Multi Service Building  
HVAC Rehabilitation  
124 Grand ST.  
Hoboken, NJ

### Additional Steel Work

Furnish and install additional steel as shown on sheet 9A on a weekday 7am to 4m.

Structural steel material and labor:	\$4,000.00
Supervision: 8hrs @125.00 =	\$1,000.00
Subtotal:	\$5,000.00
Overhead (10%):	<u>\$500.00</u>
Subtotal:	\$5,500.00
Profit (10%):	<u>\$550.00</u>
Subtotal:	\$6,050.00
Bond (2%):	<u>\$121.00</u>
Total:	\$6,171.00

Please sign below to accept this change order

Signature: Joseph A. Pomante Date: 6/6/11

Print Name: JOSEPH A. POMANTE  
CITY ENGINEER REPRESENTATIVE

Sincerely,  
*Ed Farrell*

WHL Enterprises, Inc.  
T/A Bill Leary A/C & Heating  
6 Green Street  
Metuchen, NJ 08840  
(732) 494-9200 x 208  
(732) 632-9898 Fax

**SPONSORED:** \_\_\_\_\_  
**SECONDED:** \_\_\_\_\_

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

***RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR IT SERVICES FOR THE CITY OF HOBOKEN FOR A ONE YEAR PERIOD***

**WHEREAS**, the City of Hoboken needs to secure a company to provide IT services, including, but not limited to the operation, management and administration of data processing services; and

**WHEREAS**, the cost of these services will exceed the City's bid threshold; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

**WHEREAS**, the City meets the criteria of Local Public Contracts Law N.J.S.A. 40a:11-4.1 which allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the City's needs.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for the City's IT services, including, but not limited to the operation, management and administration of data processing services according, to the local public contracts law.

**Reviewed:**

**Approved as to Form:**

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

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

**Meeting Date: June 15, 2011**

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

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

**RESOLUTION TO APPROVE A CONTRACT WITH GS ELEVATOR  
FOR EMERGENCY REPAIR OF THE ELEVATOR IN CITY HALL OF  
THE CITY OF HOBOKEN**

**WHEREAS**, the single elevator at Hoboken City Hall has been out of service since the week of June 6, 2011 leaving individuals with no independent means to get to different floors within City Hall except the stairways; and,

**WHEREAS**, the City of Hoboken, as a government entity, is required by law to maintain its buildings in compliance with all ADA guidelines; which guidelines include providing alternate means to stairs, such as elevators, to transport disabled individuals between floors of buildings; and,

**WHEREAS**, maintaining a four story government building without a working elevator creates an emergency situation, particularly during the summer months when the temperature is excessively high making climbing stairs difficult, because it violates federal laws, limits the public's ability to obtain the City services they require without putting the health at risk, and puts the City employees' health at risk in order to present themselves at their jobs and actively work throughout the day; and,

**WHEREAS**, the City of Hoboken has obtained an estimate from GS Elevator, in the amount of Thirty Nine Thousand Nine Hundred Seventy Five Dollars and Fifty Cents (\$39,975.50), to immediately begin ordering the necessary parts and to fix the elevator; and,

**WHEREAS**, GS Elevator is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and,

**WHEREAS**, there is an emergency need for said service, which is therefore exempt from the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

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

**NOW THEREFORE, BE IT RESOLVED** (*a majority of the whole Council concurring*) that an emergency contract be awarded to GS Elevators for repair of the single shaft elevator at City Hall in an amount not to exceed Thirty Nine Thousand Nine Hundred Seventy Five Dollars and Fifty Cents (\$39,975.50); and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), is waived and that the City invokes N.J.S.A. 40A:11-6 for the following reason: failure to maintain a working elevator in City Hall constitutes an emergency; 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: June 15, 2010**

**Approved:**

**Approved as to Form:**

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

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**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 \$39,975.50 is available in the following appropriations:

These funds are sufficient to meet the contractual commitment providing for:

**EMERGENCY SUPPLIES AND REPAIR OF THE ELEVATOR IN CITY HALL**

For payment to be submitted to the following contractor:

GS Elevator  
Fax: 201-869-0155

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



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

Date: 6/9/2011



## REPAIR PROPOSAL # 681

Mr. Rick Repetti  
 City of Hoboken  
 94 Washington Ave  
 Hoboken, NJ 07030  
 Phone: (201) 420-2282\* Fax: (201) 222-3830

June 6, 2011  
 Proposal No: 681  
 Re: 94 Washington Ave  
 Hoboken, NJ 07030

During our recent service call to the above reference location it was determined that hydraulic oil was leaking from the hydraulic jack piston and needs to be replaced. Therefore, GS Elevator Industries, Inc. proposes to provide all necessary labor and material in order to perform the repair of elevator equipment at the above referenced job location as outlined below:

1. Erect safety/sight barricades, lay protective floor covering around work areas.
2. Suspend and secure (using two methods) the elevator in the uppermost portion of hoist way.
3. The hydraulic plunger shall be disconnected, landed and removed from the cylinder and disposed.
4. Hydraulic fluid shall be removed from the cylinder, containerized and disposed of according to local, state and federal regulations.
5. Remove existing cylinder from the ground and dispose of properly.
6. Install protective PVC (polyvinyl chloride) casing that includes means for monitoring for corrosive moisture.
7. Apply protective coating to new cylinder to aid in protection against corrosion.
8. Thread and weld cylinder sections together, allow cooling and protective wrap at joints.
9. Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code A17.1 and the same and O.D. size as existing cylinder with new jack head.
10. Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
11. Furnish and install one (1) new hydraulic plunger into new cylinder-unless new jack assembly furnished-plumb cylinder unit within 1/8" tolerance.
12. Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
13. Attach hydraulic plunger to the new platen plate on underside of elevator and properly align.
14. Furnish and install new buffers
15. Provide new hydraulic fluid to the elevator hydraulic system and test for normal operation.
16. Readjust valve, if required, to achieve proper operation.
17. Perform Full Load Safety Test in accordance with Code A17.1

Hydraulic Jack:	\$7,485.00 + 15% Markup	\$ 8,607.75
PVC Liner:	\$1,785.00 + 15% Markup	\$ 2,052.75
Pit Channel & Buffers	\$ 350.00 + 15% Markup	\$ 402.50
Isolation Platen	\$ 150.00 + 15% Markup	\$ 172.50
Truck to blow out cylinder hole	\$2,500.00 + 15% Markup	\$ 2,875.00
55 Gallons of Hydraulic Fluid	\$ 750.00 + 15% Markup	\$ 862.50
Freight Expenses	\$ 260.00 + 15% Markup	\$ 299.00
Estimated cost to remove spoils	\$3,000.00 + 15% Markup	\$ 3,450.00
Miscellaneous Material	\$ 450.00 + 15% Markup	\$ 517.50
Labor 72 hours @ 288/hour		\$20,736.00

**Total Price: \$39,975.50 (Thirty Nine Thousand Nine Hundred Seventy Five and 50/100 Dollars)  
plus applicable sales tax**

**Notes:**

- 1) If the hole for the hydraulic cylinder collapses during the removal and disposal of the exiting unit. A proposal will be provided immediately to cover the costs of the additional work required
- 2) The cost for the removal of the spoils is only an estimate. If costs exceed the allotted amount additional charges will be applied to cover the actual costs only.

The standard lead time for the manufacturing of this cylinder is 4-6 weeks.  
\*\*\*GS expedited lead time 13 working days. (NO CHARGE TO CUSTOMER)

Purchase's acceptance of this proposal together with the terms and conditions hereof and which are presently make a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and not other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This proposal specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by the proposal. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without written approval of an officer of GS Elevator Industries, Inc

Respectfully Submitted,  
GS Elevator Industries, Inc



Richard Caivano

Accepted by:  
City of Hoboken

Printed Name & Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Please fax return signed proposal to (201) 869-0155 or via email to Rich@gselevator.com

**SPONSORED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**RESOLUTION NO.:** \_\_\_\_\_

**RESOLUTION REAFFIRMING AND REINSTATING THE CITY COUNCIL'S RESOLUTION TO CLOSE SINATRA DRIVE TO VEHICULAR TRAFFIC DURING THE SUMMER MONTHS OF JUNE, JULY, AUGUST AND SEPTEMBER FOR THE 2011 SEASON**

**WHEREAS**, for many years Sinatra Drive was closed on Sundays to vehicular traffic so that pedestrians could safely travel at the River's edge; and,

**WHEREAS**, the City Council adopted a resolution on June 2, 2010 reinstating the tradition and closing Sinatra Drive to vehicular traffic on Sundays during the months of June, July, August and September; and

**WHEREAS**, the City Council of the City of Hoboken desire to continue the vehicular closure of Sinatra Drive on Sundays for the 2011 summer season, during the months of June, July, August and September to allow for safe pedestrian travels at the River's edge.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken, that Sinatra Drive is hereby closed to vehicular traffic for the 2011 summer season, on Sundays during the months of June, July, August and September; and, said closure shall be between the hours of 10:00 am and 6:00 pm on each of the herein described Sundays.

**Reviewed and Acknowledged:**

**Approved as to form:**

\_\_\_\_\_  
**ARCH LISTON**  
**Business Administrator**

\_\_\_\_\_  
**MARK A. TABAKIN, ESQ.**  
**Corporation Counsel**

**Date of Adoption: June 15, 2011**

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

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

***RESOLUTION TO AUTHORIZE APPLICATION FOR A GRANT FROM THE NJ DCA TO PROVIDE  
ADAPTED RECREATION PROGRAMS TO RESIDENT CHILDREN WITH SPECIAL NEEDS***

**WHEREAS**, the City of Hoboken desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$12,240.00 to carry out a project to provide children with special needs living in Hoboken with adapted recreation programs; and

**WHEREAS**, there is a requirement that the City of Hoboken match 20% of the grant amount.

**NOW, THEREFORE, BE IT THEREFORE RESOLVED**, by the City Council of the City of Hoboken, that the City of Hoboken does hereby authorize the application for such a grant; and, recognizes and accepts that the Department may offer lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds, in the amount of 20% of the final grant amount, pursuant to the terms of the agreement between the City of Hoboken and the New Jersey Department of Community Affairs.

**BE IT FURTHER RESOLVED**, that the Mayor or her designee is hereby authorized to sign the application, the agreement, and any other documents necessary in connection therewith.

**Reviewed:**

**Approved as to Form:**

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

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

**Meeting Date: June 15, 2011**

**CERTIFICATION:**

I, James Farina, the Municipal Clerk, of the City of Hoboken hereby certify that at a meeting of the City Council held on June 15, 2011 the above RESOLUTION was duly adopted.

\_\_\_\_\_  
Signature

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

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

**CITY OF HOBOKEN**

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

**RESOLUTION TO APPROVE THE "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 238 LOT 2 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 238 LOT 2**

**WHEREAS**, the City of Hoboken (on behalf of the General Public) owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Hudson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

**WHEREAS**, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

**WHEREAS**, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the City of Hoboken provides for the issuance of renewable and revocable licenses for the aforementioned purpose, renewable at five (5) year intervals, and revocable under the terms set forth in Chapter 168 of the municipal code; and

**WHEREAS**, the City of Hoboken (on behalf of the General Public) desires to grant to Anna Mae Cashin, owner of Block 238 Lot 2, more commonly known as 905 Hudson Street, a renewable and revocable license for said purpose.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken (on behalf of the General Public) and Anna Mae Cashin, owner of Block 238 Lot 2, shall be subject and limited to Exhibit "A" (attached thereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved:

, Approved as to Form:

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

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

Date: June 15, 2011

**LICENSE AGREEMENT**

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **ANNA MAE CASHIN**, whose address is 905 Hudson Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**")

**WITNESSETH**

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

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of reconstructing and maintaining an entry porch, stairs, landing, retaining wall, planting bed and driveway along the Hudson Street frontage of the building; and

**WHEREAS**, in consideration of the license, the **LICENSEE** shall maintain the entry porch, stairs, landing, retaining wall, planting bed and driveway in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, **LICENSOR** and **LICENSEE**, hereby agree as follows:

- 1) The **LICENSOR** hereby grants the **LICENSEE**, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain an entry porch, stairs, landing, retaining wall, planting bed and driveway; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter for additional 5 year terms unless either party shall give notice of its intent not to renew for an additional term at least 90 days prior to the expiration of the term. This license may be terminated by **LICENSOR** or **LICENSEE** without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public. This license shall cease in the event the **LICENSEE** no longer holds title to the property known as Block 68 Lot 25.
- 3) The **LICENSOR** retains the right to use the License Area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written approval by the **LICENSEE**.
- 4) The **LICENSEE** expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the License Area, unless, however, such claim or demand shall arise out of or

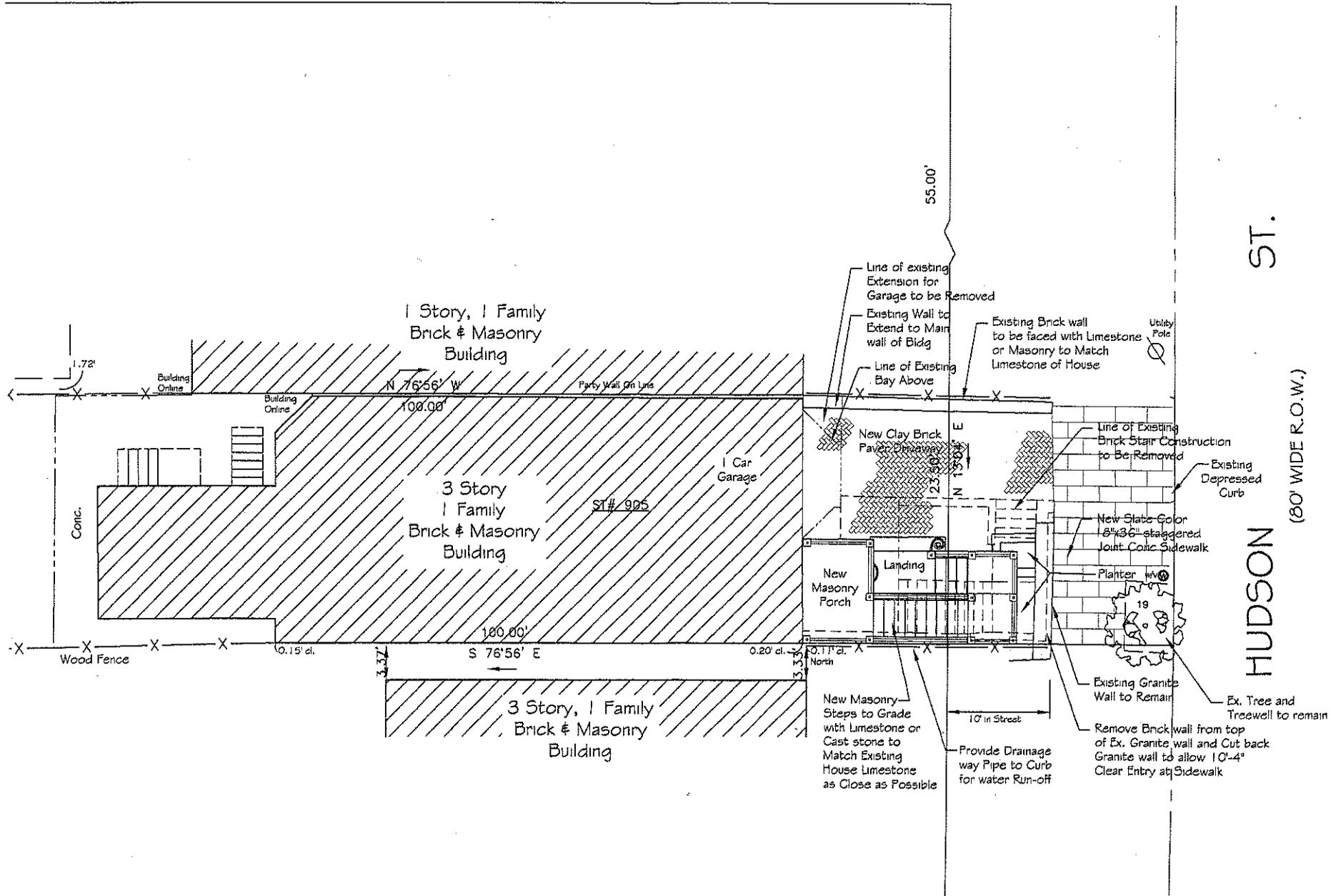
**EXHIBIT A**

Description of License Premises

\*See Attached Metes and Bounds Summary and Architectural Rendering\*

\*Two (2) Pages\*

NINTH ST.  
(50' WIDE R.O.W.)



**C.J. Stone**  
ARCHITECT AIA

RA NJ C 1695  
RA VT C 2536  
8 Garryford  
Middletown, NJ 07748  
v 973-669-2869  
f 973-843-1073  
e cstone@cjstoneaia.com

Christopher Stone  
RA NJ C 1695 / VT C 2536

PROPOSED ENTRY  
RECONSTRUCTION  
FOR  
**ANNA MAE CASHIN**

905 HUDSON STREET, HOBOKEN, NJ

**S-1.0**

January 07, 2011

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

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

**CITY OF HOBOKEN**

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

**RESOLUTION TO APPROVE THE “LICENSE AGREEMENT” BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 213.1 LOT 4 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 213.1 LOT 4**

**WHEREAS**, the City of Hoboken (on behalf of the General Public) owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Hudson Street in Exhibit “A” attached hereto and by reference made a part hereof; and

**WHEREAS**, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

**WHEREAS**, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the City of Hoboken provides for the issuance of renewable and revocable licenses for the aforementioned purpose, renewable at five (5) year intervals, and revocable under the terms set forth in Chapter 168 of the municipal code; and

**WHEREAS**, the City of Hoboken (on behalf of the General Public) desires to grant to Alexander Reveda, owner of Block 213.1 Lot 4, more commonly known as 206 Hudson Street, a renewable and revocable license for said purpose.

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

- 1) Approval of the attached “License Agreement” between the City of Hoboken (on behalf of the General Public) and Alexander Reveda, owner of Block 213.1 Lot 4, shall be subject and limited to Exhibit “A” (attached thereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved:

Approved as to Form:

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

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

Date: June 15, 2011

## LICENSE AGREEMENT

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **ALEXANDER REKEDA**, whose address is 206 Hudson Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSEE**”)

### WITNESSETH

**WHEREAS**, the LICENSOR owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Hudson Street in Exhibit “A” attached hereto and by reference made a part hereof; and

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of erecting and maintaining an entry stoop, a blue stone patio, and fence, creating a front courtyard as is typical along Hudson Street; and

**WHEREAS**, in consideration of the license, the LICENSEE shall maintain the stoop, patio, fence and courtyard in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit “A” (License Area) to erect, improve, and maintain a stoop, patio, fence and courtyard; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter until terminated by LICENSOR or LICENSEE on 90 day written notice. This license shall cease in the event the LICENSEE no longer holds title to the property known as Block 213.1 Lot 4.
- 3) The LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written approval by the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees that any and all work performed on the Premises and in association with the purposes of this License shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

- 6) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public easement, which are improperly constructed or maintained.
- 7) Upon termination of this License Agreement, the LICENSEE shall, within a reasonable time and at the Licensee's sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the License Area and restore said License Area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the License Area.
- 8) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

**IN WITNESS WHEREOF**, the undersigned parties have executed this License Agreement on the day and year first above written.

**LICENSOR:** (the City of Hoboken, on behalf of the General Public)

Signed: \_\_\_\_\_ Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** Alexander Rekada, owner in fee of Block 213.1 Lot 4, more commonly known as 206 Hudson Street, Hoboken, NJ.

Signed: \_\_\_\_\_ Alexander Rekada, Owner

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**EXHIBIT A**

Description of License Premises

\*See Attached Survey with Metes and Bounds Detail\*

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

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

**CITY OF HOBOKEN**

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

**RESOLUTION TO APPROVE THE "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 68 LOT 25 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 68 LOT 25**

**WHEREAS**, the City of Hoboken (on behalf of the General Public) owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Jefferson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

**WHEREAS**, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

**WHEREAS**, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the City of Hoboken provides for the issuance of renewable and revocable licenses for the aforementioned purpose, renewable at five (5) year intervals, and revocable under the terms set forth in Chapter 168 of the municipal code; and

**WHEREAS**, the City of Hoboken (on behalf of the General Public) desires to grant to Kenneth O'Neill, owner of Block 68 Lot 25, more commonly known as 514 Jefferson Street, a renewable and revocable license for said purpose.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken (on behalf of the General Public) and Kenneth O'Neill, owner of Block 68 Lot 25, shall be subject and limited to Exhibit "A" (attached thereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved:

Approved as to Form:

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

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

Date: June 15, 2011

## LICENSE AGREEMENT

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **KENNETH O'NEILL**, whose address is 514 Jefferson Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**")

### WITNESSETH

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

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of erecting and maintaining an entry stoop, and basement areaway along the Jefferson Street frontage of the building; and

**WHEREAS**, in consideration of the license, the LICENSEE shall maintain the stoop, and areaway in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain a stoop, and basement areaway; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter for additional 5 year terms unless either party shall give notice of its intent not to renew for an additional term at least 90 days prior to the expiration of the term. This license may be terminated by LICENSOR or LICENSEE without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public. This license shall cease in the event the LICENSEE no longer holds title to the property known as Block 68 Lot 25.
- 3) The LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written approval by the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the License Area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

**EXHIBIT A**

Description of License Premises

\*See Attached Survey and architectural rendering of plan and front elevation\*

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

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

**CITY OF HOBOKEN**

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

**RESOLUTION TO APPROVE THE "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 42 LOTS 25, 26 and 27 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 42 LOTS 25, 26 and 27**

**WHEREAS**, the City of Hoboken (on behalf of the General Public) owns and maintains the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Clinton Street in Exhibit "A" attached hereto and by reference made a part hereof; and

**WHEREAS**, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

**WHEREAS**, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the City of Hoboken provides for the issuance of renewable and revocable licenses for the aforementioned purpose, renewable at five (5) year intervals, and revocable under the terms set forth in Chapter 168 of the municipal code; and

**WHEREAS**, the City of Hoboken (on behalf of the General Public) desires to grant to Lumber Realty LLC, owner of Block 42 Lots 25, 26 and 27, more commonly known as 202-206 Clinton Street, a renewable and revocable license for said purpose.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken (on behalf of the General Public) and Lumber Realty LLC, owner of Block 42 Lots 25, 26 and 27, shall be subject and limited to Exhibit "A" (attached thereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Approved:

Approved as to Form:

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

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

Date: June 15, 2011

## LICENSE AGREEMENT

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **LUMBER REALTY LLC**, whose address is 202-206 Clinton Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**")

### WITNESSETH

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

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of erecting and maintaining an entry stoop, an ADA compliant access ramp, and planting beds along the Clinton Street frontage of the building; and

**WHEREAS**, in consideration of the license, the LICENSEE shall maintain the stoop, access ramp and planting beds in good repair and order and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to erect, improve, and maintain a stoop, handicap access ramp and planting beds; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter for additional 5 year terms unless either party shall give notice of its intent not to renew for an additional term at least 90 days prior to the expiration of the term. This license may be terminated by LICENSOR or LICENSEE without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public. This license shall cease in the event the LICENSEE no longer holds title to the property known as Block 42 Lots 25, 26 and 27.
- 3) The LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written approval by the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the License Area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

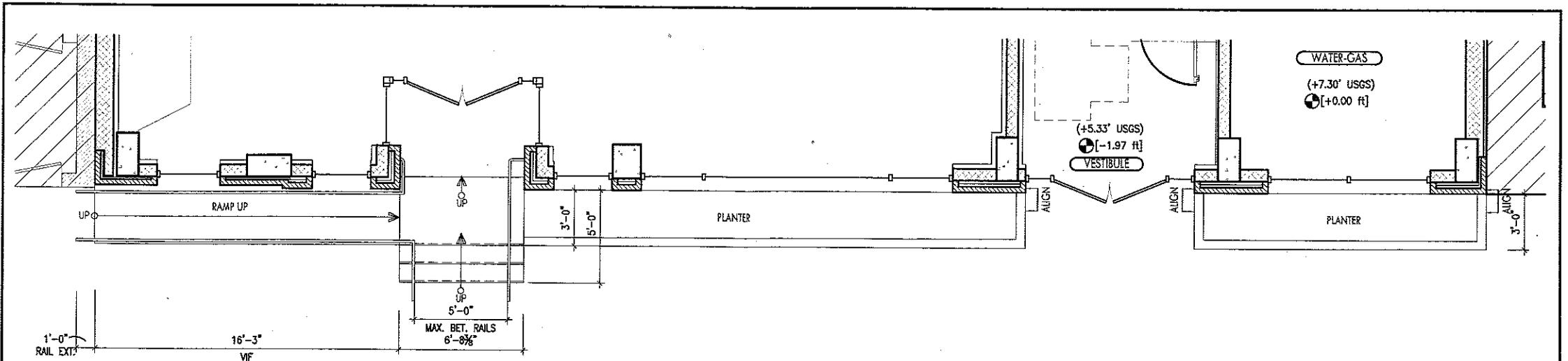
**EXHIBIT A**

Description of License Premises

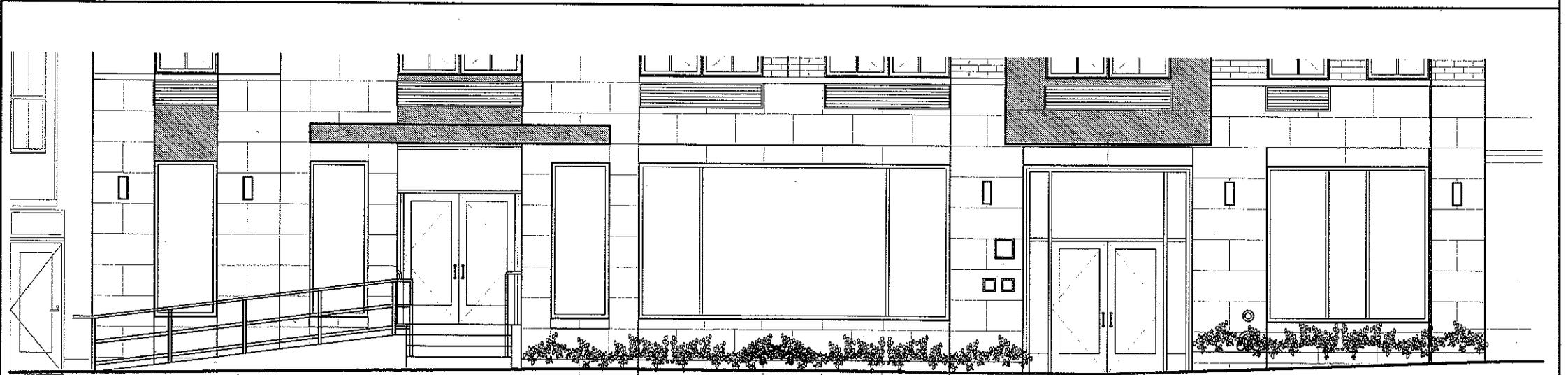
\*See Attached Survey with Metes and Bounds Detail\*

\*Also attached; architectural rendering of plan and front elevation\*

\*Two Documents\*



**1** PLAN @ RAMP  
SCALE: 1/4" = 1'-0"



**2** ELEVATION @ RAMP  
SCALE: 1/4" = 1'-0"

Copyright © 2010 Dean Marchetto Architects P.C.

prepared by  
**Dean Marchetto Architects P.C.**  
 1225 Willow Avenue  
 Hoboken, NJ 07030  
 NJ C07945 NY 017400

**Mixed-Use Building**  
 202-206 Clinton Street  
 Hoboken, New Jersey 07030  
 prepared for  
**Lumber Realty LLC**  
 PO Box 628, Hoboken, NJ 07030

**RAMP/STAIR/PLANTERS**  
 Date: APR 25, 2011  
 Revised:  
 Job Number: 0720  
 Drawn by: **SK1**





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 **\$ 10,556.68**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Damergy, Seth 79 Grand St #3B Hoboken, NJ 07030	20/2.3/C003B	79 Grand St	1/11	\$ 1,779.38
Bosman, Daniel 110 Willow Ave #4 Hoboken, NJ 07030	33/29/C0004	110 Willow Ave	4/10	\$ 6,367.79
Strasser, Gregory & Marianne 204 Eighth St Hoboken, NJ 07030	183/6	204 Eighth St	1/11	\$ 296.57
Ciambrone, Francis A Attorney at Law Re: Jonathan & Susan Wilson 242 Oradell Ave – 2 <sup>nd</sup> Floor Paramus, NJ 07652	215/11.4/C0004	61 Fifth St	4/10	\$ 2,112.94

Meeting: June 15, 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 April 6, 2011 and April 20, 2011 have been reviewed and approved as to legal form and content.**

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

**Meeting Date: June 15, 2011**

Sponsored by: Russo

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 of \$120.00. This reduced fee shall apply to all public parking garages in the City without exception.

**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:**

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James J Farina, City Clerk

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

APPROVED AS TO FORM:

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

**Date of Introduction: June 15, 2011**