

**MEETING OF THE CITY COUNCIL  
OF HOBOKEN, NEW JERSEY  
MISCELLANEOUS LICENSING  
NOVEMBER 13, 2012**

**TAXIS, LIVERY, AND LIMOUSINE DRIVERS      7 ITEMS (SEE ATTACHED)**

**VENDORS: CHRISTMAS TREES      2 ITEMS**

SILLETTI BROS      \$100.00  
C/O REV. ALEX SANTORA  
400 WILLOW AVE  
HOBOKEN, NJ 07030

CAL'S CHRISTMAS TREES      \$100.00  
61 MONROE ST  
HOBOKEN, NJ 07030

**VENDORS: NON-FOOD      1 ITEM**

SEON CHO      \$100.00  
495 DARBY CT.  
RIDGEWOOD, NJ 07450

# MISCELLANEOUS LICENSES FOR COUNCIL MEETING NOVEMBER 13, 2012

## **DRIVERS**

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

<i>NAME</i>	<i>TAXI/LIMO</i>	<i>LICENSE#</i>
Wael Shenuoda	TAXI	4220
Ramy Ibrahim	TAXI	8424
Ramon Valdez	LIMO	4971
Eligio Rosa Sr.	LIMO	7129
Juan C. Alvarado	LIMO	3018
Emad Beshay	TAXI	3982
Leonel Rosas	TAXI	4860

**7 DRIVERS**

Department of Transportation and Parking  
Office of Taxi/Limo/Shuttle Licensing



# Hoboken Post No. 107



★ AMERICAN LEGION ★

308 SECOND STREET - HOBOKEN, N. J. 07030

Commander: Thomas Kennedy - Adjutant: Ernest Prudente - Judge Advocate: Thomas Calligy  
Chaplain: Vincent Wassman - Finance Officer: Robert Nichols - Secretary: John Carey -  
Historian & Public Relations: Jack O'Brien - Membership Chairperson: Thomas Hickey -  
Chairperson & DAV Comdr: Roy Huelbig - Americanism Committee: Tom Brereton  
Sergeant-at-Arms: Michael Del Rosso

## "Honor the Veterans"

**Veterans Day** : Formerly, known as "Armistice Day" also as the "11<sup>th</sup> month, 11<sup>th</sup> day,  
11<sup>th</sup> hour"

October 29, 2012

James Farina  
City Clerk  
City Hall - Clerk Office  
Hoboken, NJ 07030

Dear City Clerk Farina

You are cordially invited to attend our annual "Veterans Day" ceremony on Saturday - November 10, 2012 @  
10:45 am, at the "World War 2" monument - 5<sup>th</sup> Street & Sinatra Drive.

Looking forward to seeing you and sharing this ceremony with us!

For God and Country

*Ernest Prudente*

Ernest Prudente - Adjutant - 201-798-6770

**Synopsis:** Armistice, n. A cessation of arms for a stipulated time during war; a truce.

**Armistice Day** - November 11, the day on which an Armistice was signed in 1918, is solemnly observed to commemorate the fallen heroes of World War One and of all following Wars.

**History of Hoboken** - Hoboken was the port of embarkation during World War One (1914 - 1918) where thousands of American Troops boarded ships to go over seas to France.

**General John Joseph Pershing (1860 - 1948)** American General of the Armies - would address the Troops before they started to board - after his speech he would say, when the War ends it will either be for us -  
"Heaven, Hell or Hoboken"

P.S. Please put this letter on your next coming agenda City Council Meeting  
Thank You

CITY OF HOBOKEN  
CLAIMS LISTING  
NOVEMBER 13, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	IOPERATING	12-02373	W.B. MASON CO., INC.	BA SUPPLIES	\$ 74.76		
		12-02561	GOVCONNECTION, INC.	TONER FOR PURCHASING	\$ 317.50		
		12-03219	GOVCONNECTION, INC.	TONER FOR BILL MURRAY	\$ 44.00		
		12-03558	PREMIER TECHNOLOGY SOLUTIONS	PREMIER INV#2977 DATED 5.24.12	\$ 1,313.20		
		12-03590	NJLM	ONLINE POSTING (NJLM WEBSITE)	\$ 230.00		
		12-03675	FIRST JERSEY MUNI. ASSISTANCE	ARCH LISTON INVOICE	\$ 696.00		
		12-03899	OFFROAD MOTORSPORTS	GENERATORS FOR HURRICANE	\$ 11,000.00		
		12-03522	ASL PRODUCTIONS LLC	COUNCIL MEETINGS-AUG/SEPT	\$ 2,650.00		
		ADM CITY COUNCIL	IOPERATING	12-03555	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 4,582.77
				12-03640	CHRIS BALDWIN	REIMBURSEMENT-GFOA CCONFERENCE	\$ 346.60
12-03596	HOBOKEN PBA LOCAL 2 #12			QUARTER ENDED 9/30/12 OEP DUES	\$ 14,500.00		
ADM FINANCE SUPERVISORS OFF	IOPERATING	12-03597	HOBOKEN POLICE SUPERIOR	QUARTER ENDED 9/30/12 OEP DUES	\$ 2,760.00		
		12-03603	NO WHEELIES, INC.	OEP REFUND	\$ 1,560.00		
		12-03660	METROPOLITAN COFFEE SERVICE	Office Supplies	\$ 135.90		
ADM MAYOR'S OFFICE	IOPERATING	12-02834	W.B. MASON CO., INC.	COPY PAPER	\$ 279.50		
ADM MUNICIPAL COURT	IOPERATING	12-03274	W.B. MASON CO., INC.	Office Supplies	\$ 370.81		
		12-03651	ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	\$ 5,200.00		
ADM MUNICIPAL COURT/POAA TRUST	ITRUST	12-03385	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,660.20		
ADM PARKING UTILITY	IPARK UTILITY	12-02026	CREATIVE METALWORKS, LLC	BIKE RACKS	\$ 4,578.91		
		12-02956	UNIFIED AIR INDUSTRIES CORP.	AIR CONDITIONER - 916 GARDEN	\$ 975.00		
		12-03181	W.B. MASON CO., INC.	OFFICE SUPPLIES - HPU	\$ 1,584.53		
		12-03247	BUY WISE AUTO PARTS	HOP VEHICLE PARTS (VARIOUS)	\$ 958.55		
		12-03248	BUY WISE AUTO PARTS	HPU VEHICLE PARTS-SEPT. 2012	\$ 474.92		
		12-03331	QUALITY AUTOMALL	HOP H-3 PARTS	\$ 52.72		
		12-03332	UNITRONICS INC.	REPAIRS - 916 GARDEN STREET	\$ 1,105.00		
		12-03335	HOBOKEN LOCK & SUPPLY	KEYS - GARAGE SHOP	\$ 32.00		
		12-03341	FIVEPM TECHNOLOGY, INC.	SHUTTLE MAPPING - 9/12	\$ 2,500.00		
		12-03342	W.B. MASON CO., INC.	Office Supplies	\$ 530.25		
		12-03392	OSCAR'S AUTOMATIC TRANSMISSION	CAMERA VAN REPAIRS	\$ 2,000.00		
		12-03396	QUALITY AUTOMALL	HOP VEHICLE PARTS	\$ 240.19		
		12-03400	METROPOLITAN COFFEE SERVICE	WATER SUPPLIES	\$ 48.00		
		12-03424	CITY PAINT AND HARDWARE	MISC. SUPPLIES - AUGUST 2012	\$ 2,262.42		
		12-03428	ENTERPRISE CONSULTANTS	PHONE MAINTENANCE - 9/12	\$ 112.50		
		12-03431	HOBOKEN LOCK & SUPPLY	MIDTOWN REPAIRS/INSTALL	\$ 850.00		
		12-03435	PITNEY BOWES	METER RENTAL - SEPT. 2012	\$ 201.00		
		12-03436	HOBOKEN LOCK & SUPPLY	KEYS/SERVICES - GARAGES	\$ 213.00		
		12-03438	Z'S IRON WORKS	REPAIRS - PARKING LOT	\$ 150.00		
		12-03439	Z'S IRON WORKS	SIGNAL & TRAFFIC REPAIR	\$ 490.00		
		12-03442	W.B. MASON CO., INC.	Office Supplies	\$ 715.81		
		12-03443	WEINER & LESNIAK, LLP	PROF. SERVICES	\$ 1,816.41		
		12-03446	EXXONMOBIL FLEET/GECC	FUEL/HPU - AUGUST 2012	\$ 3,040.31		

CITY OF HOBOKEN  
 CLAIMS LISTING  
 NOVEMBER 13, 2012

DEPARMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
		12-03496	QUALITY AUTOMALL	H-1 HOP PARTS	\$ 240.19
		12-03497	QUALITY AUTOMALL	H-3 HOP PARTS	\$ 52.72
		12-03581	PREMIER TECHNOLOGY SOLUTIONS	916 GARDEN IT REPAIRS	\$ 1,441.50
		12-03584	BOB'S GLASS WORKS	GLASS INSTALL - 916 GARDEN ST.	\$ 165.00
		12-03606	FEDERAL LICENSING, INC	FCC LICENSE RENEWAL	\$ 95.00
		12-03607	METROPOLITAN COFFEE SERVICE	COFFEE/WATER SUPPLIES	\$ 105.90
		12-03608	CENTRAL PARKING SYSTEM	REIMBURSEMENT/GARAGE LEASE	\$ 6,176.75
		12-03609	VERIZON	UTILITIES/HPU - SEPT. 2012	\$ 1,360.33
		12-03610	FRANCIS CONROY	SIGNS REFUND	\$ 30.00
		12-03611	KAITLYN TIVENAN	SIGNS REFUND	\$ 30.00
		12-03612	LISA PAGNANELLI	SIGNS REFUND	\$ 90.00
		12-03613	KATE ALBINO	SIGNS REFUND	\$ 30.00
		12-03614	PROPARK AMERICA NEW YORK	GARAGE MANAGEMENT - OCT. 2012	\$ 42,616.75
		12-03619	GOVCONNECTION, INC.	IT EQUIPMENT/HPU	\$ 1,029.00
		12-03628	ENFO TECH & CONSULTING, INC.	ONLINE PROJECT - PAYMENT #4	\$ 16,600.00
		12-03636	QUALITY AUTOMALL	HOP VEHICLE PARTS	\$ 52.72
		12-03637	THREE RIVERS PEST CONTROL	BIRD CLEANUP - MIDTOWN GARAGE	\$ 1,895.00
		12-03638	SANDRA FORTUNATO	REIMBURSEMENT/PARKING EXPENSE	\$ 21.00
		12-03639	GOVCONNECTION, INC.	PC'S FOR FRONT COUNTERS/HPU	\$ 1,972.00
		12-03695	MARC FRIGIOLA	BOOT REFUND	\$ 150.00
		12-03696	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - OCT. 2012	\$ 186.00
		12-03697	AT&T (LD)	LONG DISTANCE - OCTOBER 2012	\$ 22.93
		12-03698	FIVEPM TECHNOLOGY, INC.	SHUTTLE TRACKING - OCT. 2012	\$ 2,500.00
		12-03699	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL - 916 GARDEN	\$ 30.65
		12-03700	HIGH TECH PROTECTIVE SVS.INC.	MONITORING FEES - GARAGES	\$ 639.02
		12-03701	UNITRONICS INC.	SUPPORT/MAINT. OCTOBER 2012	\$ 11,500.00
		12-03702	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - SEPT. 2012	\$ 3,325.00
		12-03703	ENTERPRISE CONSULTANTS	COMMUNICATIONS MAINENANCE	\$ 112.50
		12-03705	PAETEC COMMUNICATIONS INC.	LD/TOLL CHARGES - SEPT. 2012	\$ 263.01
		12-03707	P.S.E.&G. COMPANY	HPU/GARAGE UTILITIES - 9/12	\$ 29,076.16
		12-03713	CITY PAINT AND HARDWARE	MISC. SUPPLIES - SEPT. 2012	\$ 1,684.61
		12-03721	EXXONMOBIL FLEET/GECC	FUEL CHARGES/HPU - SEPT. 2012	\$ 2,780.95
		12-03768	PITNEY BOWES	METER RENTAL - OCT. 2012	\$ 102.00
		12-03772	AT&T MOBILITY	MULTI-METERS - OCTOBER 2012	\$ 3,017.30
	PARKING UTILITY	12-03437	STANDARD & POOR'S CORP.	CUSIP # FOR GARAGE BONDS	\$ 169.00
ADM PERSONNEL	IOPERATING	11-01250	EMPLOYEE DATA FORMS	2011 EMPLOYEE DATA CALENDARS	\$ 103.75
		12-02570	GOVCONNECTION, INC.	TONER FOR PERSONNEL/BENEFITS	\$ 98.60
ADM PURCHASING	ICAPITAL	12-01850	AMCO ENTERPRISES, INC.	POLICE HVAC - BID - 12-04	\$ 152,116.64
ADM SPECIAL COUNSEL	IOPERATING	12-02384	VOGEL, CHAIT, COLLINS	SP. LEGAL COUNSEL-BLK 112 DEV.	\$ 6,172.00
		12-03467	FLORIO PERUCCI STEINHARDT	SP. LEGAL COUNSEL - LABOR	\$ 630.00
		12-03473	CHASAN,LEYNER & LAMPARELLO, PC	PROF SER. TRHU MAR&APRIL 2012	\$ 3,184.35

CITY OF HOBOKEN  
CLAIMS LISTING  
NOVEMBER 13, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM SPECIAL COUNSEL	IOPERATING	12-03687	MELISSA L. LONGO	REIMBURSEMENT	\$ 7.00
		12-03688	NEW JERSEY LAWYERS SERVICE LLC	SAME DAY DELIVERY	\$ 271.70
		12-03690	THE PMA INSURANCE GROUP	INSURANCE DEDUCTIBLE SEPTEMBER	\$ 49,728.76
		12-03760	MELISSA L. LONGO	REIMBURSEMENTS-PARKING	\$ 24.00
		C2-05002	WEINER & LESNIAK, LLP	SP. COUNSEL - GEN.LITIGATION	\$ 5,440.60
		C2-05004	LITE DEPALMA GREENBERG, LLC	SPECIAL COUNSEL - RENT CONTROL	\$ 56,003.81
		C2-05008	FLORIO & KENNY LLP	SP. COUNSEL - OUTS. LITIGATION	\$ 6,841.25
		C2-05010	MCMANIMON & SCOTLAND, LLC	SP. COUNSEL - OUTS. LITIGATION	\$ 11,436.58
ADM TAX ASSESSOR	IOPERATING	12-03133	HUDSON CO. ASSESSORS ASSOC.	2012 MEMBERSHIP DUES	\$ 600.00
		12-03724	MICRO SYS. OF NORTHERN NJ.INC.	SOFTWARE MAINTENANCE 2012	\$ 1,500.00
		C2-05003	VINCENT J. LAPAGLIA	SPECIAL COUNSEL - TAX APPEAL	\$ 3,188.00
ADM TAX COLLECTOR	IOPERATING	12-02936	GOVCONNECTION, INC.	PRINTER-TAX COLLECTOR OFFICE	\$ 349.00
ADM/CITY CLERK	IOPERATING	12-03585	METROPOLITAN COFFEE SERVICE	SUPPLIES	\$ 344.25
ADM/CODIFICATION	IOPERATING	12-03516	GENERAL CODE PUBLISHERS	CODIFICATION	\$ 3,859.59
ADM/CONSTRUCTION CODE	IOPERATING	12-03586	JERSEY PROFESSIONAL MANAGEMENT	BILLING FOR MANAGMENT SPECIALI	\$ 3,145.00
		12-03756	JERSEY PROFESSIONAL MANAGEMENT	SERVICES RENDERED MANAGEMENT	\$ 3,145.00
ADM/CORPORATION COUNSEL	IOPERATING	C2-05005	THE BUZAK LAW GROUP LLC	SPECIAL COUNSEL - LITIGATION	\$ 960.00
		C2-05007	MARAZITI, FALCON & HEALEY	SP. COUNSEL - MONARCH LITG.	\$ 16,280.15
ADM/COUNCIL	IOPERATING	12-03519	STAN'S SPORT CENTER	3 NAME PLATES	\$ 60.00
ADM/ELECTIONS	IOPERATING	12-03583	ROYAL PRINTING	GENERAL ELECTION NOV. 6 2012	\$ 750.00
CAPITAL ACCOUNT	ICAPITAL	12-00351	BOSWELL ENGINEERING	POLICE DEPT HVAC REHAB HO453	\$ 3,730.78
CD DIRECTOR'S OFFICE	ICAPITAL	12-03325	STAR LEDGER	ADVERTISEMENT NOTICE TO BIDDER	\$ 208.80
		12-03351	BOSWELL ENGINEERING	PRO. SVC - WATERFRONT ENGR	\$ 206,388.34
CD MLUL PB ESCROW ACCTS	ESCROW	12-02798	EFB ASSOCIATES, LLC	DEVELOPER'S ESCROW	\$ 435.00
		12-03574	PARKER McCAY, P.A.	DEVELOPERS ESCROW	\$ 6,865.10
CD MLUL PLANNING BOARD	IOPERATING	12-02830	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICE	\$ 4,227.50
		12-03448	JERSEY JOURNAL	PROFESSIONAL SERVICES	\$ 92.75
		CY-00249	EFB ASSOCIATES, LLC	MASTER PLAN REPLANNING	\$ 580.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-03472	VANDOR & VANDOR LTD.	DEVELOPER'S ESCROW	\$ 420.00
ES CENTRAL GARAGE	IOPERATING	12-00441	BUY WISE AUTO PARTS	PARTS POLICE VEHICLES	\$ 253.72
		12-02501	QUALITY AUTOMALL	PARTS TO REPAIR P.D. #117	\$ 192.73
		12-02638	BUY WISE AUTO PARTS	SUPPLIES CENTRAL GARAGE	\$ 325.03
		12-02961	BEYER BROTHERS CORP.	PARTS #179 C.G.	\$ 334.23
		12-03169	LINCOLN SERVICES EQUIPMENT	CUSHMAN PARTS - CENTRAL GARAGE	\$ 1,493.81
		12-03180	LINCOLN SERVICES EQUIPMENT	SANITATION VEHICLE PARTS	\$ 710.04
		12-03249	BUY WISE AUTO PARTS	CG PARTS - SEPT. 2012	\$ 2,443.46
		12-03250	BUY WISE AUTO PARTS	POLICE PARTS - SEPT. 2012	\$ 2,420.98
		12-03251	BEYER BROTHERS CORP.	PARTS/REPAIRS - SEPT. 2012	\$ 604.94
		12-03329	ELECTRONIC SERVICE SOLUTIONS	RADIO SERVICE/PD VEHICLES	\$ 152.00
		12-03330	TRIUS, INC.	SWEEPER PARTS	\$ 954.00
		12-03346	HARLEY DAVIDSON OF LONG BRANCH	MC10 REPAIR	\$ 1,120.36

CITY OF HOBOKEN  
CLAIMS LISTING  
NOVEMBER 13, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
		12-03394	DAVID WEBER OIL CO.	OIL - CENTRAL GARAGE	\$ 2,717.25
		12-03395	A&K EQUIPMENT COMPANY, INC.	SNOW TRUCK SUPPLIES/CG	\$ 4,608.00
		12-03401	ROBBINS & FRANKE, INC.	WHEEL ALIGNMENTS - CG/PD	\$ 180.00
		12-03444	ROBBINS & FRANKE, INC.	POLICE SCOOTER TIRES	\$ 576.00
		12-03445	DUBIN GLASS	CG VEHICLE GLASS	\$ 325.00
		12-03495	ELECTRONIC SERVICE SOLUTIONS	BATTERY - DPW	\$ 902.50
		12-03498	INTERSTATE BATTERIES	CENTRAL GARAGE - BATTERIES	\$ 271.85
		12-03500	ROBBINS & FRANKE, INC.	PD WHEEL ALIGNMENT	\$ 60.00
		12-03502	HARLEY DAVIDSON OF LONG BRANCH	MC#2 REPAIRS	\$ 2,292.40
		12-03503	JASPER ENGINE & TRANSMISSION	PD RADIO CAR #117 REPAIRS	\$ 3,606.00
		12-03577	ROBBINS & FRANKE, INC.	WHEEL ALIGNMENTS - CG	\$ 180.00
		12-03579	GENERAL SALES ADMINISTRATION	CENTRAL GARAGE PARTS	\$ 1,008.54
		12-03616	ELECTRONIC SERVICE SOLUTIONS	FCC RENEWAL FEES	\$ 1,000.00
		12-03617	GRECCO & SON TRANSPORT LLC	PARTS FOR VEHICLE 136	\$ 350.00
		12-03634	INTERSTATE BATTERIES	CG - BATTERIES	\$ 207.90
		12-03635	KEYSTONE PLASTICS, INC.	SWEEPER PARTS - CG	\$ 2,466.72
		12-03720	MARICELA RIVERA	REIMBURSEMENT FOR TITLE/REG.	\$ 60.00
<b>ES CLEAN COMMUNITIES</b>	<b>IFEDERAL</b>	12-02129	CLEAN ALL TECH. CORP.	SUPPLIES-GARBAGE BAGS	\$ 2,142.50
		12-03451	CLEAN ALL TECH. CORP.	GARBAGE BAGS	\$ 3,468.50
<b>ES DIRECTOR'S OFFICE</b>	<b>IOPERATING</b>	12-03123	RUTGERS STATE UNIVERSITY OF NJ	Registration for Rutgers	\$ 3,090.00
<b>ES PUBLIC PROPERTY</b>	<b>IOPERATING</b>	12-03271	BCA	EXTERIOR DOOR REPAIR	\$ 1,463.31
		12-03523	ENVIRONMENTAL CLIMATE CONTROL	Hoboken Police Department	\$ 307.00
		12-03524	ENVIRONMENTAL CLIMATE CONTROL	Hoboken Police Department	\$ 230.25
		12-03526	CITY PAINT AND HARDWARE	REPAIR DOOR CENTRAL GARAGE	\$ 27.96
		12-03575	STATE CHEMICAL MFG.	HAND CLEANER/SANITIZER C.H.	\$ 1,418.60
		12-03576	JOHN A. EARL CO.	PUMP SPRAYER/CLEANER	\$ 310.50
		12-03642	GS ELEVATOR INDUSTRIES	ELEVATOR MAINTENANCE 9/12	\$ 588.60
<b>ES ROADS</b>	<b>IOPERATING</b>	12-03618	TILCON NEW YORK INC	NJ ASPHALT ESCALATION	\$ 117.17
<b>ES SOLID WASTE</b>	<b>IOPERATING</b>	12-03654	ARCMATE MANUFACTURING	REPLACEMENT CUPS EZ REACHERS	\$ 96.08
		12-03729	CALI CARTING, INC.	SOLID WASTE/RECYCLING 10/1/12	\$ 128,333.33
<b>ES SOLID WASTE, CITY HALL</b>	<b>IOPERATING</b>	12-02787	THE TRAINING CENTER	TRAINING - BOILER OPERATION	\$ 1,000.00
<b>FINANCE / GRANTS MANAGEMENT</b>	<b>ICDBG2818</b>	12-03513	NUESTROS NINOS DAY CARE CTR.	CDBG MATCH FOR JUL 2012 RENT	\$ 8,414.54
<b>HS BD OF HEALTH</b>	<b>IDOG</b>	12-03655	TREASURER, STATE OF NEW JERSEY	DOG LICENSE REPORT 3RD QTR.	\$ 180.60
	<b>IOPERATING</b>	12-02438	MERIT TROPHIES INC.	MOBILE VENDOR LICENSE PLATES	\$ 405.00
		12-03397	SYSTEM ONE ALARM SERVICES	CENTRAL STATION MONITORING	\$ 75.00
<b>HS CULTURAL AFFAIRS</b>	<b>IFEDERAL</b>	12-03475	MEDIAMIX ENTERTAINMENT	PERFORMANCE-SUMMER CONCERTS	\$ 730.30
		12-03644	FALLO, GERALDINE	REIMBURSEMENT	\$ 8.01
		12-03871	FALLO, GERALDINE	REIMBURSEMENT G. Fallo FALL'12	\$ 144.99
	<b>ITRUST</b>	12-03415	GREGORY MYERS	PERFORMANCE-SPAGHETTI DINNER	\$ 125.00
		12-03416	DAVID ARELLANO	PERFORMANCE-SPAGHETTI DINNER	\$ 125.00
		12-03474	RALPH DEMATTHEWS	GENERAL OFFICE ASSISTANCE	\$ 108.00

CITY OF HOBOKEN  
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NOVEMBER 13, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS CULTURAL AFFAIRS	ITRUST	12-03475	MEDIAMIX ENTERTAINMENT	PERFORMANCE-SUMMER CONCERTS	\$ 569.70
		12-03559	RALPH DEMATTHEWS	OFFICE ASSISTANCE	\$ 40.50
		12-03562	THE DRUM DEN, LLC	5 PIECE DRUM SET RENTAL	\$ 225.00
		12-03563	BML-BLACKBIRD THEATRICAL SRVS	STAGE EXTENSION - FALL FEST.	\$ 2,320.00
		12-03564	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT - FALL FEST	\$ 7,280.00
		12-03565	ROYAL THRONE	PORTABLE TOILET RENTAL	\$ 450.00
		12-03566	BANANA SOUND INC.	SOUND EQUIPMENT RENTAL	\$ 2,100.00
		12-03567	NORTH JERSEY MEDIA GROUP	AD TO RUN IN BERGEN RECORD	\$ 1,955.00
		12-03573	ALL STAR RENTALS, INC.	TABLE AND CHAIR RENTAL	\$ 748.00
		12-03648	ELIZABETH WEISS	GENERAL OFFICE ASSISTANCE	\$ 450.00
		12-03649	RALPH DEMATTHEWS	OFFICE ASSISTANCE - FALL FEST.	\$ 47.25
		12-03663	WILLIAM A. STACKPOLE	SOUND ASSISTANCE	\$ 200.00
		12-03664	STEVE VEALEY	SOUND ASSISTANCE	\$ 188.50
		12-03666	CHRISTIAN SCHNEDLER	STAGE ASSISTANCE	\$ 300.00
		12-03667	RALPH DEMATTHEWS	FESTIVAL ASSISTANCE	\$ 114.75
		12-03669	ARTIC ICE CORPORATION	ICE FOR FALL FESTIVAL	\$ 120.00
		12-03671	THIS IS IT!	SPONSORSHIP LOGO PEEL OFFS	\$ 81.00
		12-03672	SUPERSONIC TRANSPORT, INC.	BACKLINE EQUIPMENT RENTAL	\$ 510.00
		12-03673	ALL STAR RENTALS, INC.	CHAIR RENTAL - SEPT 11TH	\$ 470.00
		12-03674	HUDSON REPORTER ASSOC LP	SPAGHETTI DINNER ADVERTISEMENT	\$ 195.60
		12-03859	FALLO, GERALDINE	REIMBURSEMENT 10 22 12	\$ 154.88
		12-03860	FALLO, GERALDINE	REIMBURSEMENT II G. FALLO	\$ 145.74
		12-03893	ELIZABETH MORIN	Fall & Arts Festival E.MORIN	\$ 104.00
HS DIRECTOR'S OFFICE	ICAPITAL	12-03852	BOSWELL ENGINEERING	REHAB TO FIREHOUSE - HO468	\$ 2,736.00
		12-03853	BOSWELL ENGINEERING	REHAB POLICE HQ - HO467	\$ 3,707.25
		12-03854	BOSWELL ENGINEERING	IMP. CHURCH SQ PARK - HO452	\$ 5,234.95
HS MUNICIPAL ALLIANCE	IFEDERAL	12-03591	MIGUEL ACEVEDO	FILM&EDIT SERVS-JR POLICE ACAD	\$ 1,200.00
		12-03592	YAHYA BAKKAR LLC	SIGNATURE KEYNOTE PRESENTATION	\$ 1,200.00
HS PARKS	ICAPITAL	12-03352	RAMPAGE, LLC	REPAIR/RESURFACING SKATE PARK	\$ 26,330.00
	IO M FUND	12-02082	GREENLEAF LANDSCAPE SYSTEMS	LANDSCAPE MAINTENANCE CY12	\$ 1,540.00
		12-03068	CLEAN ALL TECH. CORP.	GARBAGE BAGS FOR PARKS	\$ 2,142.50
		12-03478	GREENLEAF LANDSCAPE SYSTEMS	INSTALLATION OF SOD-PIER A	\$ 5,733.00
		12-03661	GREENLEAF LANDSCAPE SYSTEMS	INSTALLATION OF SOD - PIER A	\$ 1,525.00
	IOPERATING	12-03278	MATERA'S NURSERY	MISC. PARKS SUPPLIES	\$ 680.15
		12-03656	MATERA'S NURSERY	PARKS SUPPLIES/EQUIPMENT	\$ 443.85
HS RECREATION	IO M FUND	12-03643	CHASAN,LEYNER & LAMPARELLO, PC	PROFESSIONAL SERVICES	\$ 4,725.81
	IOPERATING	12-03477	HUDSON CO. YOUTH FOOTBALL LGE.	2012 LEAGUE ENTRANCE FEE	\$ 2,250.00
		12-03479	ROZZI, CHARLES	REIMBURSE FOR PHOTOPAPER	\$ 44.97
		12-03894	HOBOKEN ALL-STAR YOUTH SOCCER	TRAVEL SOCCER	\$ 4,000.00
	ITRUST REC FEES	12-00939	STAN'S SPORT CENTER	SPORTS EQUIPMENT (BABE RUTH)	\$ 2,929.00
		12-01054	STAN'S SPORT CENTER	T-SHIRTS- MENS BASKETBALL LGE.	\$ 2,760.00

CITY OF HOBOKEN  
CLAIMS LISTING  
NOVEMBER 13, 2012

DEPARMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS RECREATION	ITRUST REC FEES	12-03510	GAMMA SPORTS	TENNIS EQUIPMENT	\$ 1,052.12		
		12-03571	NSCAA COACHING ACADEMY	NSCAA YOUTH LEVEL II DIPLOMA	\$ 855.00		
		12-03572	STAN'S SPORT CENTER	MARK IV SCOREBOOK	\$ 9.95		
		12-03645	STAN'S SPORT CENTER	SOCCER EQUIPMENT	\$ 1,198.55		
PS FIRE	IFEDERAL IHAZMAT IOPERATING	CY-04647	CRIMSON FIRE	FIRE PUMPER PER BID 11-15	\$ 404,720.10		
		12-03488	CITY PAINT AND HARDWARE	SUPPLIES	\$ 29.94		
		12-02455	ABSOLUTE FIRE PROTECTION	PARTS - VEHICLE MAINTENANCE	\$ 315.40		
		12-03221	JOHN A. EARL CO.	FIREHOUSE TOILET PAPER	\$ 238.72		
		12-03288	AIR PURIFIERS, INC.	REPAIRS TO MAGNATRACK	\$ 3,342.00		
		12-03289	CHIEF RICHARD BLOHM	REIMBURSEMENT FOR UNIFORM	\$ 365.83		
		12-03449	WARSHAUER ELECTRIC SUPPLY CO	EM. REPAIRS TO GENERATOR	\$ 573.39		
		12-03482	LIBERTY LANDING MARINA	MARINE 1 GAS	\$ 338.31		
		12-03483	ASSET PROTECTION GROUP	BACKGROUND INVESTIGATIONS	\$ 2,282.80		
		12-03485	AIR PURIFIERS, INC.	MAGNET REPAIR	\$ 125.00		
		12-03486	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95		
		12-03488	CITY PAINT AND HARDWARE	SUPPLIES	\$ 234.89		
		12-03527	BEYER BROTHERS CORP.	RESCUE UNIT REPAIRS	\$ 3,232.07		
		CY-04647	CRIMSON FIRE	FIRE PUMPER PER BID 11-15	\$ 44,968.90		
		12-03488	CITY PAINT AND HARDWARE	SUPPLIES	\$ 17.98		
		PS FIRE SAFETY	IFIRE ED	12-02624	W.B. MASON CO., INC.	Office Supplies	\$ 918.30
				12-02809	JOSHUA MARCUS GROUP, LLC	SUPPLIES FOR FIRE PREVENTION	\$ 3,808.00
PS POLICE	IOPERATING	12-00013	VERIZON WIRELESS SERVICES LLC	MTHLY LAPTOP WIRELESS SVC. PD	\$ 760.29		
UNCLASSIFIED ELECTRICITY	IO M FUND	12-03692	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - SEPT 2012	\$ 3,619.70		
		12-03846	P.S.E.&G. COMPANY	ELECTRIC PIER C - OCTOBER 2012	\$ 574.28		
		12-03792	P.S.E.&G. COMPANY	ELECTRIC UTILITY - SEPT 2012	\$ 35,664.50		
		12-03848	SOUTH JERSEY ENERGY	ELEC. UTIL - SEPT & OCT 2012	\$ 21,513.26		
UNCLASSIFIED GASOLINE	IOPERATING	12-00009	EXXONMOBIL FLEET/GECC	GASOLINE FOR 2012	\$ 28,661.70		
UNCLASSIFIED INSURANCE	IOPERATING	12-03793	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INSUR.NOVEMBER 2012	\$ 1,427,277.31		
		12-03794	BLUE CROSS BLUE SHIELD NJ (D)	DENTAL INSURANCE OCT 2012	\$ 48,667.19		
UNCLASSIFIED POSTAGE	IOPERATING	12-00020	U.S.P.S (POSTAGE BY PHONE)	CY12 POSTAGE FOR MAIL MACHINE	\$ 10,000.00		
UNCLASSIFIED STREET LIGHTING	IOPERATING	12-03791	P.S.E.&G. COMPANY	STREET LIGHTING - SEPT 2012	\$ 47,521.39		
		12-00011	VERIZON	CY2012 TELEPHONE SERVICES	\$ 12,037.53		
UNCLASSIFIED TELEPHONE	IOPERATING	12-00017	NEXTEL COMMUNICATIONS	CY2012 ACCT#141015027	\$ 9,647.70		
		12-00018	CABLEVISION LIGHTPATH, INC.	CY2012 INTERNET SVS #45278	\$ 1,228.95		
		12-00019	CABLEVISION LIGHTPATH, INC.	CY2012 REVERSE 911 SYS SVS	\$ 2,838.70		
		12-00021	VERIZON WIRELESS	CY2012 CELL SERV-MAYOR	\$ 84.93		
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	12-03693	HOBOKEN WATER SERVICE	UTILITY - WATER 3RD QTR 2012	\$ 4,558.47		
<b>Grand Total</b>					<b>\$ 3,150,437.25</b>		

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:

27-Sep-12	TO	10-Oct-12	Paydate	10/17/2012	
<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	2-01-20-105	6,474.38	0.00	0.00	6,474.38
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	16,733.97	0.00	0.00	16,733.97
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	560.72	0.00	15,776.16
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	24,041.36	0.00	0.00	24,041.36
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	7,217.99	0.00	0.00	7,217.99
ASSESSOR'S OFFICE	2-01-20-150	11,762.05	0.00	0.00	11,762.05
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
TREASURER	2-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	2-01-21-180	5,808.67	126.24	0.00	5,934.91
INFORMATION TECHNOLOGY	2-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	2-01-21-186	4,819.89	0.00	0.00	4,819.89
HOUSING INSPECTION	2-01-21-187	5,882.94	1,031.52	0.00	6,914.46
CONSTRUCTION CODE STIPEND	2-01-22-195	22,652.91 0.00	0.00 0.00	0.00 200.00	22,652.91 200.00
POLICE DIVISION	2-01-25-241-011	514,325.89	11,237.20	0.00	525,563.09
POLICE CIVILIAN	2-01-25-241-016	32241.4	1,602.00	0.00	33,843.40
POLICE DIVISION CLASS II	2-01-25-241-015	320.00	0.00	0.00	320.00
WORKERS COMP		0.00	0.00	7,743.55	7,743.55
CROSSING GUARDS	2-01-25-241-012	12,881.58	0.00	0.00	12,881.58
EMERGENCY MANAGEMENT	2-01-25-252	12,805.95	0.00	96.15	12,902.10

<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	2-01-25-266	459,493.02	1,219.86	14,082.50	474,795.38
FIRE DIF (STRAIGHT TIME)		0.00	0.00	0.00	0.00
FIRE CIVILIAN	2-01-25-266-016	17,196.85	0.00	0.00	17,196.85
STREETS AND ROADS	2-01-26-291-011	22,475.09	1,544.63	0.00	24,019.72
RETRO		0.00	0.00	2,015.93	2,015.93
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	360.00	0.00	0.00	360.00
CENTRAL GARAGE	2-01-26-301	5,647.36	1,092.23	0.00	6,739.59
SANITATION	2-01-26-305	16,452.33	5,856.09	0.00	22,308.42
LICENSING DIVISION	2-31-55-501-101	2,526.63	0.00	0.00	2,526.63
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,672.67	1,034.67	0.00	21,707.34
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	12,388.74	82.54	0.00	12,471.28
RENT STABILIZATION	2-01-27-347	8,540.28	0.00	0.00	8,540.28
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	538.79	0.00	11,994.00
PARKS	2-01-28-375	17,172.07	1,196.01	0.00	18,368.08
PUBLIC PROPERTY	2-01-28-377	26,303.45	0.00	0.00	26,303.45
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	33,821.49	0.00	0.00	33,821.49
PARKING UTILITY	2-31-55-501-101	105,907.15	14,187.87	0.00	120,095.02
WORKERS COMP		0.00	0.00	1,085.00	1,085.00
RETRO		0.00	0.00	2,635.87	2,635.87
MUN COURT OVERTIME	T-0340000-037	0.00	2,636.13	0.00	2,636.13
TRUST - RECREATION ADULT PROG	T-03-40-000-108	877.50	0.00	0.00	877.50
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	780.00	780.00
FIRE EDUCATION	T-13-10-000-000	0.00	778.76	0.00	778.76
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	630.00	0.00	0.00	630.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	840.00	840.00
TRUST REC TENNIS CLINIC	T-03-40-000-110	560.00	0.00	0.00	560.00
DRIVE SOBER OR GET PULLED OVER	G-02-20-105-DD2	0.00	0.00	0.00	0.00
TRUST PAL	T-03-40-000-004	962.72	9,247.39	0.00	10,210.11
CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46

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<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>
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**OTHER:**

SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	39,717.50	39,717.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	2-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>		1,514,223.60	53,972.65	69,350.25	1,637,546.50
					1,637,546.50

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

**City of Hoboken  
Resolution No.: \_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO EXTEND THE GRACE PERIOD FOR PAYMENT OF ALL CITY OF HOBOKEN PROPERTY TAXES FOR THE FOURTH (4<sup>TH</sup>) QUARTER OF 2012 UNTIL DECEMBER 3, 2012, IN ACCORDANCE WITH THE AUTHORIZATION OF THE DIVISION OF LOCAL GOVERNMENT SERVICES IN RESPONSE TO THE DEVISTATION RESULTING FROM HURRICANE SANDY**

**WHEREAS**, the Division of Local Government Services authorized the City of Hoboken to extend the grace period for the payment of the Fourth (4<sup>th</sup>) Quarter property taxes for 2012, in order to provide residents with additional time to make tax payments without incurring interest fees, in response to the local devastation caused by Hurricane Sandy; and,

**WHEREAS**, the City of Hoboken would like to accept the DLGS's invitation to provide the said relief for local property tax payers, by extending the grace period until December 3, 2012; and,

**WHEREAS**, any taxpayer who fails to pay their Fourth (4<sup>th</sup>) Quarter property taxes on or before December 3, 2012, will be charged the statutorily defined interest starting from the original November 14<sup>th</sup> delinquency date.

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

1. The City of Hoboken's grace period for payment of Fourth (4<sup>th</sup>) Quarter property taxes for CY2012 is hereby extended until December 3, 2012, pursuant to the authorization granted by the DLGS as a result of the local devastation of Hurricane Sandy.
2. Any Fourth (4<sup>th</sup>) Quarter property taxes which are not paid on or before December 3, 2012, will be subject to the statutorily defined interest starting from the original November 14, 2012 delinquency date.
3. A copy of this Resolution shall be immediately sent to the Division of Local Government Services.
4. The Mayor, her Administration and Corporation Counsel are hereby authorized to take any steps necessary to effectuate this Resolution.

**MEETING: November 13, 2012**

**REVIEWED:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO JOHNSTON COMMUNICATIONS  
VOICE AND DATA (NJ STATE CONTRACT NO.  
T1316/A80086) FOR THE  
TELEPHONE/TELECOMMUNICATIONS SYSTEM AT THE  
HOBOKEN POLICE DEPARTMENT IN AN AMOUNT NOT TO  
EXCEED FORTY EIGHT THOUSAND SIXTY SEVEN  
DOLLARS AND FIFTY TWO CENTS (\$48,067.52)**

**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public when the Hoboken Police Department's telephone/telecommunication system failed forty eight (48) hours before the forecasted arrival of Hurricane Sandy; and,

**WHEREAS**, the Administration obtained four (4) quotes from firms contracted with the State of New Jersey under State Contracts, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6; and,

**WHEREAS**, in accordance with the recommendation of the City's Qualified Purchasing Agent, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to Johnston Communications Voice and Data (NJ State Contract No. T1316/A80086) for a total contract amount of Forty Eight Thousand Sixty Seven Dollars and Fifty Two Cents (\$48,067.52); and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$48,067.52 is available in the following appropriations: C-04-60-711-320; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the capital budget.

**Signed:** \_\_\_\_\_, **George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Forty Eight Thousand Sixty Seven Dollars and Fifty Two Cents (\$48,067.52) as follows:

1. The above recitals are incorporated herein as thought fully set forth at length.
2. No exceptions were noted in the quotation given, and therefore none will be authorized under this contract.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the

- intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Johnston Communications Voice and Data  
PO Box 390  
Kearney, NJ 07032

**Reviewed:**

**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 7, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

Date: October 26, 2012

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: AL B. Dineros

**Subject: Request for a Resolution to Award the Contract to Purchase Telephone System for the Police Department**

I received four (4) quotations from NJ State Contract vendors to replace the Police Department telephone system. The Assistant Business Administrator, Director of Public Safety and myself reviewed all of the quotes. Please see the attachment for records of solicitation and justification of selecting the vendor.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I concurred with the recommendation from Director Jon Tooke to award the contract utilizing NJ State Contract T1316/A80082. The vendor will be:

Johnston Communications Voice & Data  
P.O. Box 390  
Kearny, NJ 07032

Sufficient legally appropriated funds for the subject purpose is available from the following account: \$ 48,067.52 – C-04-60-711-320.

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

October 25, 2012

**Subject: Quotations – Police Department Telephone System**

The following quotes were received:

1. Enterprise Communications Consultants  
11 Kensington Avenue  
Emerson, NJ 07630-1711 - \$ 32,469.81
  - Includes expedite shipping and handling fee of \$ 1,000.00. The equipment is not available locally, will be shipped overnight from Michigan. Installation will begin upon receiving of parts.
2. Extel Communications, Inc.  
830 Belmont Avenue  
North Haledon, NJ 07508 - \$ 34,848.00
  - Includes extended three year warranty for parts and labor. 15 – 20 old cell phones will be brought by the vendor for temporary use until the new equipment is operational within 3-7 days.
3. Johnston Communications Voice & Data  
P.O. Box 390  
Kearny, NJ 07032 - \$ 48,067.52
  - Equipment is available locally and ready for installation.
4. Millennium Communications Group Inc.  
11 Melanie Lane, Unit 13  
East Hanover, NJ 07936 - \$ 73,948.00
  - Equipment will be ordered out of state, completion time within 2-5 days after receiving all parts.

**From:** Jon Tooke [mailto:jtooke@hobokennj.org]  
**Sent:** Thursday, October 25, 2012 5:07 PM  
**To:** adineros@hobokennj.org  
**Cc:** Stephen Marks  
**Subject:** Purchase order Johnston Communications

Mr. Dineros;

As you are aware the Police telephone system has suffered another failure and internal lines are all inoperable. The only lines operating at this time are the 911 incoming and ex. 2100 main lines. This condition presents a hazard to the community and must be remediated immediately. After discussions with several NJ State contract vendors and receipt of bids to replace the telephone system, I recommend award to Johnston Communications, Kearny, NJ.

The Johnson bid was \$48067.52 for system replacement and 60 telephones was greater than that of the competing bid of \$31000 but Johnston is able to begin installation today while the competing bidder could not deliver the equipment for several days. Johnston has the equipment in stock and can deliver immediately and work overnight until complete. Since public safety interests prevail we should proceed with the contract with Johnston Communications.

Thank you for your cooperation in this matter.

Sincerely;

Jon Tooke, Director  
Department of Public Safety

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

CITY OF HOBOKEN  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND AND EXTEND AN ORDINANCE GRANTING AN EASEMENT  
TO NORTH HUDSON SEWAGE AUTHORITY FOR ITS OUTFALL BY-PASS PIPELINE  
WITHIN THE BOUNDARIES OF LANDS OWNED AN CONTROLLED BY THE CITY OF  
HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The attached Easement Agreement, and all attachments thereto, shall become legally valid, shall be properly executed by the Mayor or her designee, as provided by law, and shall be complied with and enforced by and on behalf of the City of Hoboken.
2. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.
3. This ordinance shall take effect as provided by law.

**Date of Introduction: November 7, 2012**

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2012

-or-

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
James Farina, City Clerk

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

First Reading

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

Final Reading

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

Prepared By:

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FRANK COVELLO, ESQ.

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ALYSIA M. PROKO, ESQ.

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**AMENDMENT AND EXTENSION OF  
CONSTRUCTION AND TEMPORARY EASEMENT AGREEMENT**

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**BETWEEN**  
**THE CITY OF HOBOKEN**  
**AND**  
**THE NORTH HUDSON SEWERAGE AUTHORITY**

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**DATED: NOVEMBER , 2012**

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**RECORD AND RETURN TO:**  
**FRANK COVELLO, ESQ.**  
**LEANZA & AGRAPIDIS, P.C.**  
**777 TERRACE AVENUE, SUITE 504**  
**HASBROUCK HEIGHTS, NEW JERSEY 07604**

**AMENDMENT AND EXTENSION OF CONSTRUCTION AND TEMPORARY  
EASEMENT AGREEMENT**

**THIS AMENDED EASEMENT AGREEMENT** made this            day of November, 2012 by and between **THE CITY OF HOBOKEN**, a Municipal Corporation, of the State of New Jersey, having an address at 94 Washington Street, Hoboken, New Jersey 07030, (hereinafter referred to as the “Grantor”) and the **NORTH HUDSON SEWERAGE AUTHORITY**, a public body corporate and politic of the State of New Jersey, having an address at 1600 Adams Street, Hoboken, New Jersey 07030 (hereinafter referred to as the “Grantee”).

**W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner in fee simple of that certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly described in Exhibit “A” attached hereto and made a part hereof, together with all improvements now or hereafter constructed thereon (collectively the “Property”); and

**WHEREAS**, Grantee owns and operates a wastewater treatment plant which can process wastewater at a flow rate in excess of 30 million gallons per day during wet weather events; and

**WHEREAS**, Grantee’s wastewater treatment plant had been upgraded with three effluent pumps capable of pumping at a rate of 45 million gallons per day during wet weather events; and

**WHEREAS**, the originally constructed outfall pipe for Grantee’s wastewater treatment plant, designed for a gravity and not pressure flow in 1954, limits flow through the plant to a rate of just in excess of 20 million gallons per day without risk of compromising the structural

integrity of the original outfall pipe; and

**WHEREAS**, rehabilitation and relining of the existing outfall pipe would allow an approximately 50% increase in flow through Grantee's wastewater treatment plant in wet weather events resulting in a commensurate decrease in untreated combined sewer overflow to the Hudson River (or streets of Hoboken); and

**WHEREAS**, in order to reconstruct its outfall pipe most efficiently and with minimum disruption to Hoboken streets and traffic, the Grantee must construct a temporary bypass pipeline to carry its clean and disinfected effluent only along the surface of a dirt path consisting of the road bed of the paper street known as Seventeenth Street, under the Willow Avenue and Park Avenue Bridges, and traversing Block 256 Lot 3 in Hoboken, Block 11 Lots 1&2 in Weehawken, Block 269.1 Lot 1 in Hoboken and Block 267 Lot 1 in Hoboken, owned by the Grantor, and which includes the site of the City's currently planned park construction project at 1600 Park ("By-Pass Pipeline") (see EXHIBIT B); **WHEREAS**, Grantee requires a temporary non-exclusive twenty foot wide easement over that portion of the Property traversed by the By-Pass Pipeline as more particularly described herein, at EXHIBIT B, for the right, privilege and authority to lay, install, construct, operate, inspect, maintain, repair and remove the By-Pass Pipeline; and

**WHEREAS**, the parties entered into a temporary non-exclusive Construction and Temporary Easement Agreement dated December 7, 2010, which expires on December 7, 2012, and traversing an entirely different area within the City owned property; and

**WHEREAS**, the timeline for Grantee's outfall rehabilitation project has been delayed and must be extended for an additional eight (8) month period; and

WHEREAS, the location of the temporary outfall rehabilitation project has been relocated to take into account the City's currently planned park construction project at 1600 Park.

**WHEREAS**, this extension agreement shall not exceed more than eight (8) months from December 8, 2012, or past the date of completion of the temporary outfall rehabilitation project, whichever occurs first.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and mutual covenants and restrictions set forth herein and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Grantor, its successors and assigns, hereby extends the duration of the non-exclusive temporary easement as described in the December 7, 2010 Construction and Temporary Easement Agreement (EXHIBIT C) for an additional eight (68) months, until August 7, 2013, or until the project is complete, whichever occurs first.

i. 2. All provisions of the December 7, 2010 Construction and Temporary Easement Agreement, including the covenants contained therein shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors and assigns of the parties hereto, except as revoked by inconsistency herewith, and further subject to amendments to the original agreement as follows: Paragraph 1 is hereby replaced with: "Grantor, its successors and assigns, hereby grant to Grantee a non-exclusive temporary easement: 20 feet in width, as more particularly described in EXHIBIT B of the November 2012 Revised Agreement, attached hereto and made a part hereof, for the purpose of laying, installing and constructing the

By-Pass Pipeline and thereafter for the purpose of operating, maintaining, inspecting, repairing, altering, replacing and removing the By-Pass Pipeline (hereafter collectively referred to as the "Easement Area". This Agreement shall not entitle the Grantee to any rights to store and/or park materials and/or equipment on City property, other than exclusively within the Easement Area. Any such storage or parking of materials or equipment on City property outside of the storage area shall require a separate written agreement."

- ii. Paragraph 4 is hereby replaced with: "Grantee's rights hereunder are non-exclusive and Grantor shall have the right to: (1) perform planned construction and/or install sewer pipelines in the Easement Area; (2) grant additional, non-exclusive easements in, over, above, across or parallel to the Easement Area to one or more public utilities, municipal corporations, authorities, or private entities so long as the other easements do not unreasonably interfere with Grantee's use and enjoyment of the rights granted hereunder; (3) require cooperation from Grantee when needing to coordinate the construction, installation, or maintenance of its respective property and appurtenances thereto which are in, over, above, across or parallel to the Easement Area with any work being conducted by the Grantee, and require that such work being conducted by the Grantee does not unreasonably interfere with or delay Grantor's work within the Easement Area. In any instance where the Grantor and Grantee's construction timelines cannot be coordinated, it shall be deemed reasonable for the Grantor's construction

timeline to trump that of the Grantee. To the extent that any of the Grantor's activities result in a delay in the Grantee's construction timelines, Grantor agrees to extend the duration of this Easement Agreement by the number of days equal to such delay. Any person, except Grantor, who performs work in the Easement Area shall be required to take all reasonable and necessary measures to secure the By-Pass Pipeline from damage, and to repair promptly any damage done to Grantee's property,

- iii. Paragraph 5 is hereby replaced with: "Except in the event of an emergency repair, all work to be performed on the By-Pass Pipeline or Easement Area by Grantee shall be performed at such time and in such a manner so as not to interfere with the use and enjoyment of the Property, including the Easement Area, by Grantor, any future occupant or user of the Property, or any other easement holder, provided that the Grantee shall be allowed to perform any of its regularly scheduled work on the Pipeline during normal and customary daylight business hours, subject to any and all restrictions and prior approvals required herein. During an emergency repair, Grantee shall use its best efforts to insure that such work shall be performed in such a manner so as not to interfere unreasonably with the use and enjoyment of the Property, including the Easement Area, by Grantor, any future occupant or user of the Property, or any other easement holder."
- iv. Paragraph 7 is hereby replaced with: "Grantee acknowledges that the public may have access to a Public Walkway(s) over portions of the Easement Area

and Grantee shall take all measures necessary, as and when necessary, to insure the safety of the public on the Public Walkway(s). Grantee agrees that the public's use of the Public Walkway(s) shall be subject to the reasonable rules and regulations imposed by the Grantor, in the Grantor's sole discretion, to the extent permitted by law. Grantee agrees to absolve and indemnify the City of all liability, including without limitation, death and serious bodily injury, relating to or in any way resulting from the use and enjoyment of the Easement Area by the Grantee."

- v. Paragraph 9 is hereby replaced with: "Grantee shall not perform any act which would substantially interfere with the Grantor's use of the Green Acres encumbered property for current and/or future development for recreation and conservation purposes during the term and/or after termination of the within easement."
- vi. Paragraph 14 is hereby replaced with: "The Grantor shall have the right, but not the obligation, to entirely relocate the Easement Area, and any portion of the By-Pass Pipeline therein, at Grantor's sole cost and expense, provided that the same is technically feasible. In such event, the Grantor shall have the option of either (i) performing all work necessary to relocate the Pipeline and thereafter donate the By-Pass Pipeline to the Grantee; or (ii) reimburse Grantee for the costs incurred by Grantee in connection with relocating the By-Pass Pipeline. Notwithstanding anything to the contrary set forth in this Agreement, Grantee's rights pursuant to this Agreement are limited to the

continued maintenance of the By-Pass Pipeline as constructed until its wastewater treatment plant outfall is rehabilitated, and Grantee shall not extend, expand, alter or modify the Pipeline or the respective uses thereof, without the Grantor's prior written consent and prior written consent of the New Jersey DEP's Green Acres program, unless required to do so by the appropriate regulatory bodies (i.e. USEPA or DEP requirements), in which case the written consent of Grantor and the DEP Green Acres program shall be requested within seven (7) business days."

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals the day and year first written above.

**ATTEST:**

**CITY OF HOBOKEN**

\_\_\_\_\_  
**JAMES FARINA, CITY CLERK**

By: \_\_\_\_\_  
**DAWN ZIMMER, MAYOR**

**ATTEST:**

**NORTH HUDSON SEWERAGE AUTHORITY**

\_\_\_\_\_  
**SECRETARY**

By: \_\_\_\_\_  
**RICHARD J. WOLFF**  
**CHAIRMAN**

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF HUDSON )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of October, 2012, before me, the subscriber, personally appeared DAWN ZIMMER, who I am satisfied is the person who signed the within instrument, and I having first made known to her the contents thereof she thereupon acknowledged that she signed, sealed with the corporate seal and delivered the said instrument in her capacity as Mayor of, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Council.

\_\_\_\_\_  
JAMES FARINA, Clerk

Signed and sworn to before  
me on October \_\_\_\_\_, 2012

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

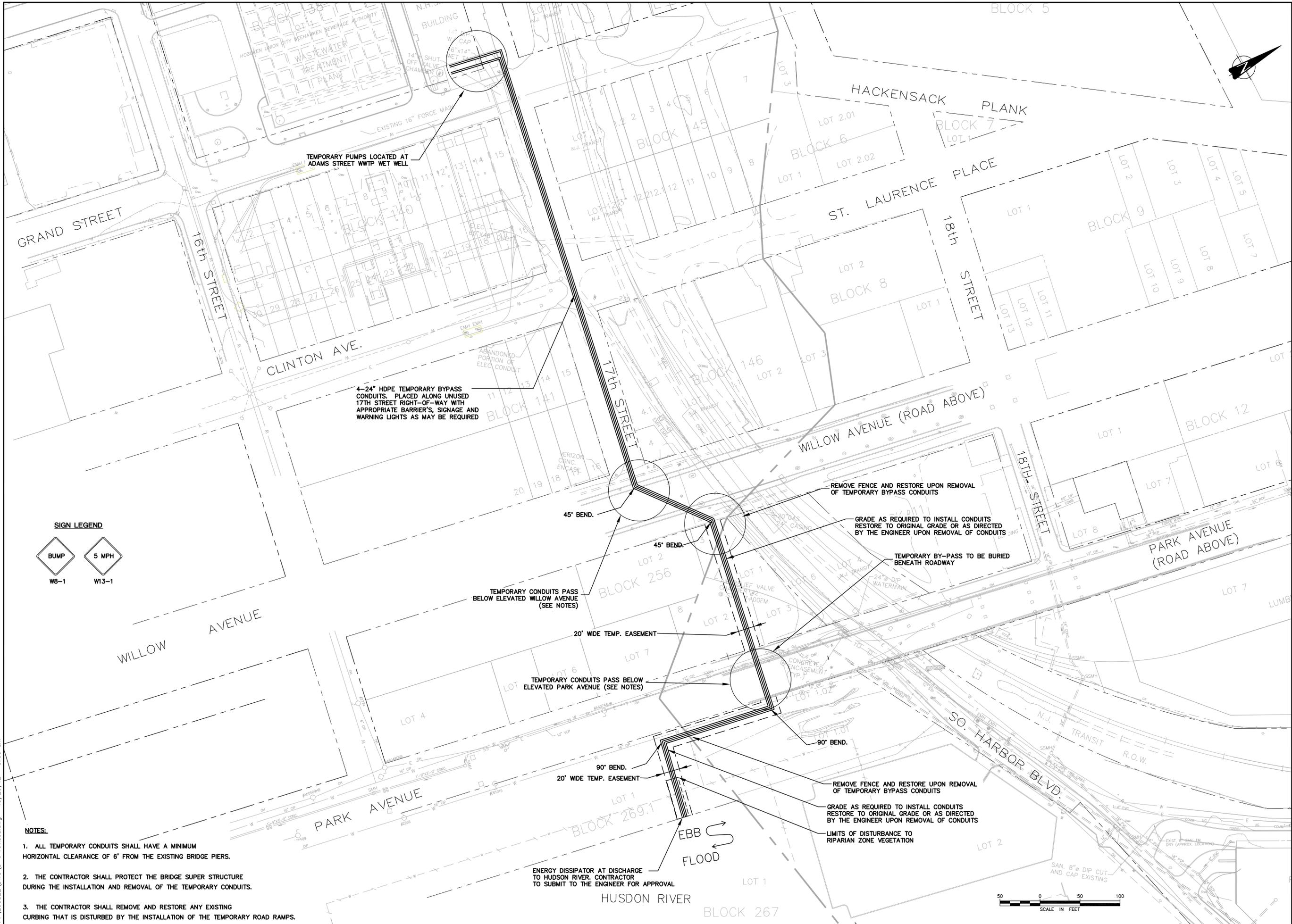
STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF HUDSON )

BE IT REMEMBERED, that on this        day of October, 2012, before me, the subscriber, personally appeared RICHARD J. WOLFF, who I am satisfied is the person who signed the within instrument, and I have first made known to him the contents thereof he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as Chairman of the NORTH HUDSON SEWERAGE AUTHORITY, and that the within instrument is the voluntary act and deed of said entity, made by virtue of due authorization by a proper resolution of its Board of Commissioners.

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

Signed and sworn to before  
me on October       , 2012

\_\_\_\_\_



TEMPORARY PUMPS LOCATED AT ADAMS STREET WWTP WET WELL

4-24" HDPE TEMPORARY BYPASS CONDUITS, PLACED ALONG UNUSED 17TH STREET RIGHT-OF-WAY WITH APPROPRIATE BARRIER'S, SIGNAGE AND WARNING LIGHTS AS MAY BE REQUIRED

REMOVE FENCE AND RESTORE UPON REMOVAL OF TEMPORARY BYPASS CONDUITS

GRADE AS REQUIRED TO INSTALL CONDUITS RESTORE TO ORIGINAL GRADE OR AS DIRECTED BY THE ENGINEER UPON REMOVAL OF CONDUITS

TEMPORARY BY-PASS TO BE BURIED BENEATH ROADWAY

TEMPORARY CONDUITS PASS BELOW ELEVATED WILLOW AVENUE (SEE NOTES)

TEMPORARY CONDUITS PASS BELOW ELEVATED PARK AVENUE (SEE NOTES)

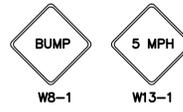
REMOVE FENCE AND RESTORE UPON REMOVAL OF TEMPORARY BYPASS CONDUITS

GRADE AS REQUIRED TO INSTALL CONDUITS RESTORE TO ORIGINAL GRADE OR AS DIRECTED BY THE ENGINEER UPON REMOVAL OF CONDUITS

LIMITS OF DISTURBANCE TO RIPARIAN ZONE VEGETATION

ENERGY DISSIPATOR AT DISCHARGE TO HUDSON RIVER. CONTRACTOR TO SUBMIT TO THE ENGINEER FOR APPROVAL

**SIGN LEGEND**



**NOTES:**

1. ALL TEMPORARY CONDUITS SHALL HAVE A MINIMUM HORIZONTAL CLEARANCE OF 6' FROM THE EXISTING BRIDGE PIERS.
2. THE CONTRACTOR SHALL PROTECT THE BRIDGE SUPER STRUCTURE DURING THE INSTALLATION AND REMOVAL OF THE TEMPORARY CONDUITS.
3. THE CONTRACTOR SHALL REMOVE AND RESTORE ANY EXISTING CURBING THAT IS DISTURBED BY THE INSTALLATION OF THE TEMPORARY ROAD RAMPS.

<p><b>KEVIN P. WYNN</b> Professional Engineer - N.J. Lic. No. 38025</p>		Date	10/18/12	REVISED AS PER HOBOKEN	Revision
Designed	JRD	Checked	KPW	Approved	KPW
Drawn	JRD	Checked	KPW	Approved	KPW
Date		Date		Date	
<p><b>Hatch Mott MacDonald</b> Certificate No. 24CA28075000 27 Bleeker Street Millburn, New Jersey 07041</p>					
<p><b>NORTH HUDSON SEWERAGE AUTHORITY</b> HOBOKEN, HUDSON COUNTY, NEW JERSEY</p>					
<p><b>ADAMS STREET WASTEWATER TREATMENT PLANT</b> <b>OUTFALL REHABILITATION (RE-BID)</b></p>					
<p><b>TEMPORARY OUTFALL BYPASS PLAN 1</b></p>					
Job	No.				
260822AB01	S-6				
B/O	Total				
9	16				

P:\260822\DWG\S-6 revised.dwg 10/26/12 9:06 am

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

**CITY OF HOBOKEN  
RESOLUTION #: \_\_\_\_\_**

**RESOLUTION OF THE CITY OF HOBOKEN MAKING  
APPLICATION TO THE NEW JERSEY LOCAL FINANCE  
BOARD PURSUANT TO N.J.S.A. 40A:5A-20**

**WHEREAS**, the City Council of the City of Hoboken, in the County of Hudson, New Jersey (the "City") desires to adopt an ordinance dissolving the Hoboken Municipal Hospital Authority (the "Dissolution Ordinance"); and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (c) the amounts to be expended for such purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

**WHEREAS**, the City Council of the City desires to make application to the Local Finance Board for its approval of the adoption of the Dissolution Ordinance.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY**, as follows:

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Counsel, Business Administrator and Chief Financial Officer, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

Section 2. The Clerk is hereby directed to prepare and file copies of this Resolution and the Dissolution Ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Dissolution Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

The above resolution was adopted on the following roll call vote:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

**Special Meeting date: November 13, 2012**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**CERTIFICATION**

I, James J. Farina, City Clerk of the City of Hoboken, in the County of Hudson, New Jersey (the "City of Hoboken"), do hereby certify that the above is a true copy of a resolution adopted by the City Council of the City at its meeting held on Special Meeting, November 13, 2012.

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James J. Farina, City Clerk

Dated: \_\_\_\_\_, 2012

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

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE  
CONTRACT WITH MCMANIMON & SCOTLAND AS SPECIAL LEGAL COUNSEL-  
OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1,  
2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED  
AMOUNT OF \$20,000.00, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF \$50,000.00**

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

**WHEREAS**, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McManimon & Scotland responded to; and,

**WHEREAS**, the Administration is currently requesting McManimon & Scotland represent the City of Hoboken in newly filed litigation entitled Castellano et al. v. Zimmer et al. which requires an amendment to the firm's current contract for an increased not to exceed amount of \$20,000.00; and,

**WHEREAS**, McManimon & Scotland is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that an amended contract with McManimon & Scotland to represent the City as Special Legal Counsel-Outstanding Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for an increased not to exceed amount of Twenty Thousand Dollars (\$20,000.00), which results in a total not to exceed amount of Fifty Thousand (\$30,000.00) Dollars; and

**BE IT FURTHER RESOLVED**, that the contract shall cover only those matters expressly stated in the original agreement, plus the matter stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which McManimon & Scotland has with the City during the contact duration described herein; and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: McManimon & Scotland shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; 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), and any and all state Pay to Play laws, is a continuing obligation of McManimon & Scotland; 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 and Corporation Counsel 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: November 7, 2012**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

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

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

**CITY OF HOBOKEN  
RESOLUTION #: \_\_\_\_\_**

**RESOLUTION APPROVING CHANGE ORDER NO. 3 AND FINAL ON BEHALF OF SALOMONE BROTHERS FOR WORK ON THE FY 2010 NJDOT TRUST FUND RESURFACING OF VARIOUS STREETS PROJECT FOR THE CITY OF HOBOKEN FOR A REDUCTION IN THE AMOUNT OF \$4,888.02**

**WHEREAS**, the City of Hoboken previously appropriated funds totaling \$756,780.76 for the FY2010 NJDOT Trust Fund Resurfacing of Various Streets for the City of Hoboken; and

**WHEREAS**, the City Council originally awarded the contract to Salomone Brothers, Inc. in the amount of \$756,780.76; and

**WHEREAS**, by resolution dated April 4, 2012 (Change Order #1) the City Council did amend said contract in the amount of \$50,607.29 for an amended contract price of \$807,388.05; and

**WHEREAS**, by resolution dated June 6, 2012 (Change Order #2) the City Council did amend said contract in the amount of \$51,702.00 for an amended contract price of \$859,090.05; and

**WHEREAS**, all project related work is complete and final, as-built quantities for all construction items are known resulting in a remaining balance of allocated funds; and

**WHEREAS**, the project engineer, Remington & Vernick Engineers, by letter dated October 17, 2012 (copy attached) has reviewed and calculated a final complete project price in the amount of \$854,202.03 resulting in a remaining balance of \$4,888.02;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby approve Change Order #3 and Final in a reduction amount of Four Thousand Eight Hundred Eighty Eight Dollars and Two Cents (\$4,888.02) for a final amended contract price of Eight Hundred Fifty Four Thousand Two Hundred Two Dollars and Three Cents (\$854, 202.03).

**Special Meeting date: November 13, 2012**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION OF THE CITY OF HOBOKEN, IN THE  
COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING A  
SPECIAL EMERGENCY APPROPRIATION FOR  
EXTRAORDINARY EXPENSES ASSOCIATED WITH  
DAMAGE FROM HURRICANE SANDY**

**BACKGROUND**

**WHEREAS**, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), authorizes, inter alia, municipalities to adopt resolutions authorizing special emergency appropriations to cover the cost of extraordinary expenses for the repair, reconstruction of streets, roads or bridges or other public property damaged by flood or hurricane where such expense was not foreseen at the time of the adoption of the municipality's budget; and

**WHEREAS**, the Local Budget Law also authorizes municipalities to adopt resolutions authorizing special emergency appropriations to cover the costs of extraordinary expenses for the repair and reconstruction of private property damaged by flood or hurricane in accordance with the Rules and Regulations promulgated by the Department of Community Affairs for a Municipal Disaster Relief Grant Program; and

**WHEREAS**, On October 29, 2012, Hurricane Sandy (the "Storm"), struck the City of Hoboken ("City"), causing massive flooding, widespread power outages and extensive property damage throughout the City as a result of storm surge and heavy amounts of rain; and

**WHEREAS**, as a result of the impacts of the Storm, the Governor of the State of New Jersey ("State") issued Executive Order No.104 on October 28, 2012 declaring a State of Emergency for the entire State, including the City; and

**WHEREAS**, the effects of the Storm, and in particular the flooding caused by the Storm, have significantly impacted the City by damaging or destroying infrastructure, roadways, buildings, equipment and public and private property throughout the City requiring extensive reconstruction, repair and clean-up; and

**WHEREAS**, in order to protect the public health, safety and welfare of the citizens of the City, it is necessary to undertake the immediate clean-up, reconstruction and repair of such damaged infrastructure, roadways, buildings, equipment and public and private property; and

**WHEREAS**, the estimated cost of such clean-up, reconstruction and repair is estimated to be approximately \$700,000; and

**WHEREAS**, the Storm and its economic impact upon the City was unforeseen and was unanticipated at the time of adoption of the 2012 City budget and, as a result, the City Council could not have and did not provide for appropriations sufficient to meet the costs of the clean-up, reconstruction and repairs resulting from the Storm; and

**WHEREAS**, the City Council believes it in the best interest of the residents of the City to hereby appropriate monies in an amount necessary to immediately effect the clean-up, reconstruction and repair of the infrastructure, roadways, buildings, equipment and public and private property; and

**WHEREAS**, pursuant to and in accordance with N.J.S.A. 40A:4-54, the City Council is now desirous of creating and special emergency appropriation to provide for the costs of the clean-up, reconstruction and repair of the damage caused by the Storm to the City.

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

**Section 1.** Pursuant to the Local Budget Law, and in particular N.J.S.A. 40A:4-54, a special emergency appropriation in the amount of \$700,000 for the purpose of paying the costs and expenses associated with the clean-up, reconstruction and repair of infrastructure, roadways, buildings, equipment and public and private property in the City resulting from the impacts of the Storm is hereby authorized and approved.

**Section 2.** To the extent necessary or required, the City's Budget shall be amended to include the special emergency appropriation authorized hereby.

**Section 3.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 4.** In accordance with the Local Budget Law, a copy of this Resolution shall be forwarded to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs immediately upon adoption.

**Section 5.** This Resolution shall take effect immediately upon adoption this 13th day of November 2012.

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

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO THOMPSON CONSULTING  
SERVICES, INC. FOR DEBRIS MONITORING AND PUBLIC  
ASSISTANCE IN THE WAKE OF HURRICANE SANDY IN AN  
AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND  
DOLLARS (\$26,000.00) FOR A SEVEN DAY PERIOD TO  
COMMENCE NOVEMBER 5, 2012**

**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

**WHEREAS**, the Administration consulted and negotiated with two (2) consulting firms, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to Thompson Consulting Services for a total contract amount of Twenty Six Thousand Dollars (\$26,000.00), with a seven (7) day term to commence on November 5, 2012; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$26,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 13, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

**Signed:** \_\_\_\_\_, **George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Twenty Six Thousand Dollars (\$26,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Thompson Consulting Services  
951 Market Promenade Avenue  
Suite 2101  
Lake Mary, Florida 32746

**Reviewed:**

**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 13, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



November 5, 2012

Mr. Leo Pellegrini  
 Director of Human Services  
 94 Washington Street  
 Hoboken, NJ 07030

**RE: Letter Proposal – Professional Services Related to Debris Removal Management and FEMA Reimbursement and Documentation Procedures on an Emergency and Temporary Basis**

Dear Mr. Pellegrini,

Thompson Consulting Services (Thompson) respectfully submits the following letter proposal to the City of Hoboken, New Jersey (City) to provide debris removal management and professional services related to Hurricane Sandy (FEMA DR-4086) Federal Emergency Management Agency (FEMA) reimbursement and documentation procedures on an emergency and temporary basis for a period of seven (7) days. The purpose of this temporary assignment is to help the City document and manage emergency debris removal operations and organize existing documentation related to the FEMA DR-4086 disaster response in order to substantiate FEMA reimbursement for eligible Category A – Debris Removal and Category B – Emergency Protective Measures performed by the City.

**Qualifications**

Thompson’s consultants have over 50 years of combined experience in supporting more than \$2.25 billion of federal grant funding in response to tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. A summary of this experience is provided below:

Table 1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered
Hurricane Isaac (FEMA DR-4080 & 4081)	2012	4	\$1,012,000
Indiana Tornadoes (FEMA DR-4058)	2012	1	\$15,000,000
Hurricane Irene (FEMA DR-4024)	2011	3	\$688,000
Alabama Tornadoes (FEMA DR-1971)	2011	3	\$25,000,000
Oklahoma Severe Storms (FEMA DR-1876)	2010	1	\$284,160
Tennessee Flooding (FEMA DR-1909)	2010	1	\$4,133,100
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000

Disaster	Year	Clients	Grant Funds Administered
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850

### Scope of Services

Thompson will document emergency debris removal operations and organize existing documentation related to FEMA DR-4086 in order to substantiate FEMA reimbursement for eligible Category A – Debris Removal and Category B – Emergency Protective Measures performed by the City. Thompson Tasks may include:

- FEMA Public Assistance guidance and consultation
- Review existing City debris collection operations and make recommendations on documentation necessary to satisfy FEMA reimbursement for emergency debris removal operations
- Organize City’s emergency debris removal contractors, maintain daily logs of work performed, and coordinate with Hudson County Improvement Authority to collect final disposal and tonnage documentation to substantiate City debris removal activities
- Compile a daily report of roads cleared, hot spots and other hazards for the review of the City Debris Manager
- Develop an approach for participating City Departments to compile necessary documentation to develop FEMA Project Worksheets (PW’s) for Category A – Debris Removal and Category B – Emergency Protective Measures
- Develop a preliminary list of City PW’s for Emergency Protective Measures along with cost estimates

### Basis for Compensation

Thompson shall be compensated on an hourly basis and provided reimbursement for direct project costs to include supplies, airfare, vehicle rental, meals, lodging, and other incidental costs related to the performance of the Scope of Services. The hourly rate schedule is as follows:

Table 2: Hourly Rate Schedule

Position	Hourly Rate
Debris Monitor	\$36.00
Field Supervisor	\$50.00
Field Operations Manager	\$75.00
Project Manager	\$85.00
Grant Management Analyst	\$70.00

Position	Hourly Rate
Grant Management Specialist	\$90.00
Grant Management Consultant	\$110.00
Senior Grant Management Consultant	\$135.00

## Budget

Based on our understanding of the City's current needs, Thompson has developed a budget to manage costs associated with this emergency, temporary contract. The estimated budget to provide FEMA emergency debris removal management and documentation support for a period of seven days is \$24,255.00, detailed below:

Table 3: Budget Estimate

Position	Quantity	Rate	Hours/Day	Working Days	Total
Grant Management Consultant	1	\$110.00	12	7	9,240.00
Project Manager	1	\$85.00	12	7	7,140.00
Field Supervisor	1	\$50.00	12	7	4,200.00
<b>Labor Sub-Total</b>					<b>\$20,580.00</b>
Project Expenses	3	\$175 Per Diem		7	3,675.00
<b>Budget Estimate</b>					<b>\$24,255.00</b>

On behalf of the Thompson, I would like to extend our commitment to serving the City as it endeavors to respond to this devastating disaster. We would be honored to serve as your FEMA reimbursement and documentation consultant and are prepared to begin work immediately. Please contact me directly at if you have any questions regarding this submittal.

Best regards,

### THOMPSON CONSULTING SERVICES



Nate Counsell

Vice President, Thompson Consulting Services

[ncounsell@thompsoncs.net](mailto:ncounsell@thompsoncs.net)

407-619-2781

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

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO CALI CARTING FOR DEBRIS  
REMOVAL SERVICES IN THE WAKE OF HURRICANE  
SANDY IN AN AMOUNT NOT TO EXCEED FIFTY FIVE  
THOUSAND DOLLARS (\$55,000.00) FOR A SEVEN DAY  
PERIOD TO COMMENCE NOVEMBER 5, 2012**

**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

**WHEREAS**, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to Cali Carting for a total contract amount of Fifty Five Thousand Dollars (\$55,000.00), with a seven (7) day term to commence on November 5, 2012; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$55,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 13, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

**Signed:** \_\_\_\_\_, **George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Fifty Five Thousand Dollars (\$55,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Cali Carting Inc.  
PO Box 440  
450 Bergen Avenue  
Kearny, New Jersey 07032

**Reviewed:**

**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 13, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



November 4, 2012

Mr. Leo Pellegrini  
Director of Human Services  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

**Re: TEMPORARY CONTRACT FOR HURRICANE SANDY DEBRIS REMOVAL**

Dear Mr. Pellegrini:

I would like to formalize the terms of the Emergency Debris Collection Service. Cali Carting Inc. will provide the necessary packer trucks and labor to collect debris which has accumulated on the streets of Hoboken in the wake of Hurricane Sandy. We will do so at the direction of your office or your representatives. The rate for this service will be as follows:

**\$1,400 Per Truck, Per 8 Hour Shift (Each truck will consist of 1 driver & 2 lifters)**

This agreement will be in effect for seven days starting November 4, 2012. It may be extended upon consent of both parties. The total cost of this agreement will not exceed \$55,000.00. Please contact me if you have any questions or concerns. We sincerely appreciate the opportunity to assist the City of Hoboken during this difficult time.

Sincerely,

A handwritten signature in black ink that reads "John F. Cali Jr." in a cursive style.

John F. Cali Jr.  
President

JFCJR/jfciii

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

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO T. FARESE DIRECT FOR DEBRIS  
REMOVAL SERVICES IN THE WAKE OF HURRICANE  
SANDY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED  
THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS  
(\$133,500.00) FOR A SEVEN DAY PERIOD TO COMMENCE  
NOVEMBER 5, 2012**

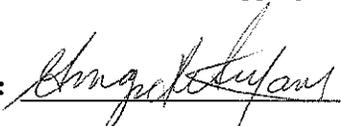
**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

**WHEREAS**, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to T. Farese Direct for a total contract amount of One Hundred Thirty Three Thousand Five Hundred Dollars (\$133,500.00), with a seven (7) day term to commence on November 5, 2012; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$133,500.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 13, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: , George DeStefano, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed One Hundred Thirty Three Thousand Five Hundred Dollars (\$133,500.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

T. Farese Direct  
PO Box #23  
Belleville, New Jersey 07109

**Reviewed:**

**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 13, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO THE GALAXY GROUP FOR  
DEBRIS REMOVAL SERVICES IN THE WAKE OF  
HURRICANE SANDY IN AN AMOUNT NOT TO EXCEED TEN  
THOUSAND DOLLARS (\$10,000.00) FOR A SEVEN DAY  
PERIOD TO COMMENCE NOVEMBER 5, 2012**

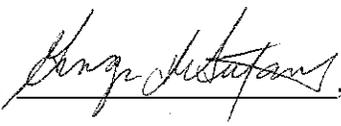
**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City which resulted from Hurricane Sandy; and,

**WHEREAS**, the Administration consulted and negotiated with three (3) debris removal service providers, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to The Galaxy Group for a total contract amount of Ten Thousand Dollars (\$10,000.00), with a seven (7) day term to commence on November 5, 2012; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 13, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: , George DeStefano, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Ten Thousand Dollars (\$10,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

The Galaxy Group  
PO Box 17398  
Jersey City, New Jersey 07307

**Reviewed:**

**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 13, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

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

**THIS RESOLUTION CONFIRMS AN EMERGENCY  
CONTRACT AWARDED TO POLYGON FOR CLEAN UP AND  
RESTORATION SERVICES FOR CITY BUILDINGS IN THE  
WAKE OF HURRICANE SANDY IN AN AMOUNT NOT TO  
EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) FOR A  
SEVEN DAY PERIOD TO COMMENCE NOVEMBER 5, 2012**

**WHEREAS**, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the need for cleaning and restoration of City buildings throughout the City which resulted from Hurricane Sandy; and,

**WHEREAS**, the Administration consulted and negotiated with the vendor because the vendor advised the City they carry a Government Services Administration (GSA) federal contract, and thereafter entered into emergency contracts for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract, and the Council now seeks to ratify the award of the contract to Polygon for a total contract amount of Thirty Thousand Dollars (\$30,000.00), with a seven (7) day term to commence on November 5, 2012; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available, upon approval of the Emergency Appropriation Resolution presented at the November 13, 2012 City Council meeting; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

**Signed:** \_\_\_\_\_, **George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the

above referenced goods and/or services based upon the following information:

Polygon  
160 Raritan Center Parkway  
Suite 11  
Edison, New Jersey 08837

**Reviewed:**

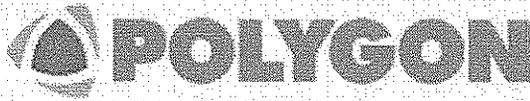
**Approved as to form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** November 13, 2012

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



Chief Bloom  
City of Hoboken  
94 Washington St  
Hoboken, NJ 07030

11/03/2012

Dear ,

Thank you for the opportunity to quote this project.

Polygon specializes in the drying of residential, commercial and industrial structures, contents, and records in order to reduce moisture related damage and reduce the interruption to business. The process is equipment-intensive using industrial dehumidifiers, air-movers, instruments and other equipment by technicians trained in all aspects of drying services.

Polygon is the international leader in water damage recovery with offices in 15 countries. It services the U.S and Canada from its headquarters in Amesbury, MA and its 24 regional and district offices located in major cities.

The servicing office for this project is at:	160 Raritan Center Parkway, Suite 11 Edison NJ 08837
Our phone number is:	1-800-422-6379
Our fax number is:	732-225-1613

**Polygon proposes the following Scope of Work:**

Polygon opened file on the City of Hoboken Fire Department on November 3, 2012. An inspection of the facility located at the above referenced address was made on the same day. Circumstances are as follows:

Matt DeCirce and Mark Carpentier inspected the 4 affected facilities located at 1) 201 Jefferson St, 2) 801 Clinton St, 3) 1313 Washington St and 4) Observer Highway in Hoboken, N.J. All four facilities suffered flood damage from Hurricane Sandy. The total amount of affected area between all four buildings is approximately 7500 square feet.

Polygon will perform the following services :

**Cleaning and Remediation Services**

Initial cleaning and decontamination - Polygon will treat all affected surfaces with an EPA approved germicide to retard the growth of micro-organisms. Anti-microbial will be applied to inhibit the growth of surface microbials. Material Safety Data Sheets (MSDS) will be provided to the customer prior to application.

1. Initial cleaning of horizontal surfaces either by vacuuming, mechanical agitation or a combination thereof in an effort to reduce contamination, discoloration, etching or other secondary damage.
2. Demolition - limited, controlled demolition services to include the following will be performed by Polygon. No load-bearing walls or architecturally critical components will be addressed by Polygon.
3. Debris Removal: In an attempt to reduce odor and to expedite the recovery process Polygon will remove and discard any resulting debris.
4. \_Ceiling tiles can not usually be cleaned effectively, more than HEPA vacuuming. If requested

they can be replaced at cost plus and additional labor. Polygon recommends making a decision on this prior to restoration to prevent later contaminating the areas that may have already been cleaned.

5. Cleaning of concrete floors by powerwash.

6. Cleaning of exterior walls by powerwash to reduce water stain.

Overtime rates are charged after eight hours in a day or forty hours in a week and double time occurs on Sundays and Polygon recognized holidays. Work days during catastrophe services are standard 10 hours. 2 hours of overtime per worker per day has been included in this estimate. This cost is at a not-too-exceed level, Polygon will only charge for the actual amount of labor hours performed.

PRICING - Polygon proposes that the project be performed on a Time and Material Basis.

Polygon rates are based on the industry standard. Historically our pricing has proved to be competitive with the rates utilized by our known competition. The only real variance will be in perception of the scope of services to be performed.

Polygon has based the cost of this project on the use of non-union personnel. If at a later date it is determined that union labor or a prevailing wage must be utilized; the cost of the project will increase proportionally.

Sincerely,

Matt DeCirce  
Account Manager

Bill To	Ship To
<b>Customer:</b> City of Hoboken <b>Contact:</b> Chief Bloom <b>Phone:</b> 201 420 2000 <b>Fax:</b> <b>Address:</b> 94 Washington St <b>City:</b> Hoboken <b>State:</b> NJ <b>Zip:</b> 07030 <b>E-Mail:</b>	<b>Customer:</b> City of Hoboken Fire Department <b>Contact:</b> Chief Bloom <b>Phone:</b> 214 561 0673 <b>Fax:</b> <b>Address:</b> Observer Highway <b>City:</b> Hoboken <b>State:</b> NJ <b>Zip:</b> 07030 <b>E-Mail:</b>

**Project Description:** flood damage restoration of 4 fire houses

**Estimate Totals**

<b>PDR Services</b>	\$21,919.32
<b>Total Cost Estimate (Plus any applicable sales tax)</b>	<b>\$21,919.32</b>

Customer: City of Hoboken Contact: Chief Bloom Project Description: flood damage restoration of 4 fire houses

NOTE:

1. Rental Period begins on the date of shipment and ends when the equipment is received at Polygon facility. The customer is responsible to procure site material handling equipment for unloading and loading of equipment at the job site.
2. Terms of payment are subject to credit approval. All applicable state and local sales/use taxes will be applied to invoice(s). If customer is exempt from taxation, a Certificate of Exemption MUST BE PROVIDED BY CUSTOMER.
3. FREIGHT CHARGES ARE ESTIMATED at the time estimate is delivered. Common carrier shipping expenses will be billed at actual cost plus 10% and 15%. When delivery or retrieval of equipment is accomplished with Polygon personnel and vehicle, the following charges will apply with a \$100 minimum: Car/Van/Pick-up truck - \$.75/mile, round-trip; Box truck, Pick-up truck and trailer or towing a generator - \$1.50/mile, round-trip
4. Start-up of Polygon equipment by Polygon personnel is required.
5. Power supply and installation of the same, electrical connections, and the fuel (if applicable) are the responsibility of the customer unless specified herein. Minor maintenance and adequate filtration for the equipment is also the responsibility of the customer.

Mold can result from water damage and may appear simultaneous with or shortly after such damage occurs. Polygon will dry the building materials as quickly as possible. However, moisture intrusions or high humidity conditions which may have occurred prior to Polygon's work may increase the potential for mold. If, in the course of performing the scope of work contained herein, mold contamination is suspected or discovered, Polygon will immediately stop the drying process and communicate the known conditions to the Customer. The Customer will be responsible for complying with any and all laws and regulations, State or Federal, for the remediation of known mold contamination to property which may include the hiring of an independent Certified Industrial Hygienist (CIH) and for paying all additional costs, fees and expenses, of any kind, incurred by the Customer to remediate the mold. To the extent no such laws or regulations exist or apply, and as a matter of good hygiene, Polygon recommends that the Customer hire a CIH to evaluate all known mold contamination. **Polygon's representatives and/or personnel are not CIH'S and are not qualified to render opinions regarding mold remediation and/or Industrial Hygiene.**

Terms of Sale (PDR/Structural Drying): Net 30 days. Invoices left outstanding for 30 days or longer are subject to a 1.5% finance charge compounded monthly. If customer's account is referred to any agency or attorney for collection then Customer agrees to reimburse Polygon for all fees and costs associated with collection, including but not limited to collection agency fees, attorney's fees, lien placement and removal fees, and/or lien foreclosure costs. The obligation for such payments shall survive the termination of this agreement. Initials: \_\_\_\_\_

JURISDICTION, VENUE AND GOVERNING LAW

The Parties hereby irrevocably consent to the jurisdiction of the courts of Essex County, Massachusetts and any federal court located in such jurisdiction in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or breach of this Contract or any such document or instrument. The Parties also hereto consent that venue of any action brought under this Contract shall be within Massachusetts jurisdiction. This Contract shall be construed in accordance with the local laws, without giving effect to conflict of laws.

NO CONSEQUENTIAL DAMAGES

No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to truncations in connection with the Contract, or otherwise, and each party expressly waives any such claims.

Limited Liability

Any subsequent liability claim(s) arising from the work performed by Polygon and/or their subcontractors shall be limited to and not to exceed the value of this contract.

Work Authorization

I hereby authorize Polygon to perform temporary drying and other services described in the Cost Proposal Summary/Cost Estimate/Description of Services forms dated 11/03/2012. I understand that this Cost Proposal/Cost Estimate and Description of Services agreement is provided as an approximation of the cost to complete the work based on Polygon's cursory assessment of the project area. I further understand and agree that invoices from Polygon will reflect the value of actual worked performed, including but not limited to, rental charges based on actual equipment usage, actual labor hours worked, actual expenses incurred (plus applicable markup for overhead and profit) for shipping, supplies, meals and lodging, etc. I agree to make payment, without setoff, for these invoices in accordance with the payment terms contained in this agreement. Work will conclude on/about 11/07/2012.

Polygon

Accepted By:

City of Hoboken

Company Name

*Justin W. West*

Signed

*BUS. ADMIN.*

Title

*11-5-12*

Date

Signed

Matt DeCirce

Print Name

Account Manager

Title

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

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

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

**RESOLUTION URGING THE ADMINISTRATION TO WAIVE ENFORCEMENT, THROUGH DECEMBER 30, 2012, OF THE NOISE CONTROL ORDINANCE AGAINST CONTRACTORS WORKING ON WEEKENDS TO REPAIR/RESTORE/REHABILITATE PROPERTIES IN HOBOKEN DAMAGED BY HURRICANE SANDY**

**WHEREAS**, Hurricane Sandy devastated multitudes of properties in the City of Hoboken, which now need to be repaired/restored/rehabilitated; and,

**WHEREAS**, the City Council, as the purveyors of the weekend restrictions on construction noise in the City, realize that weekend construction work will be necessary for all of the properties in Hoboken to be properly restored as quickly and efficiently as possible; and,

**WHEREAS**, as a result, the City Council urges the Administration to waive enforcement of the construction noise limitations in the noise ordinance for weekends, through December 30, 2012, so that the enforcement is consistent with the weekday enforcement regulations in the noise control ordinance for those construction projects which are approved to restore/repair/rehabilitate properties as a result of damage from Hurricane Sandy;

**WHEREAS**, the City Council requests the Construction Code Official specially mark all construction permits which are for the restoration/repair/rehabilitation of properties as a result of damage from Hurricane Sandy, so as to have City authorization of such types of construction to effectuate this resolution.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the City of Hoboken expresses its strong urging to the Administration to waive enforcement, through December 30, 2012, of the City’s weekend construction noise restrictions within the noise control ordinance in place of enforcement of the weekday construction noise regulations to help effectuate the speedy and efficient restoration of all properties and buildings within the City of Hoboken.

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

**Meeting date: November 13, 2012**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

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

**RESOLUTION URGING THE ADMINISTRATION TO UTILIZE A SPECIAL EXEMPTION PARKING PERMIT FOR CONTRACTORS WORKING ON FLOOD RELATED REPAIRS THROUGH DECEMBER 30, 2012 AS A MEANS OF SUPPORTING THE ADMINISTRATION'S ATTEMPTS TO ALLEVIATE PARKING RESTRICTIONS, AND THE COSTS ASSOCIATED THEREWITH, FOR PROPERTY OWNERS NEEDING TO REPAIR/RESTORE THEIR FLOOD DAMAGED PROPERTIES**

**WHEREAS**, Hurricane Sandy, and the corresponding flooding of the City, devastated multitudes of properties in the City of Hoboken, which now need to be repaired/restored; and,

**WHEREAS**, the City Council has been advised of the Administration's suggested plans for alleviating the parking restrictions for contractors, and the costs to residents associated therewith, which will result from the necessary restoration/repair of flood damaged structures within the City, including a special exemption parking permit for contractors doing restoration/repair work on flood damaged structures within the City; and,

**WHEREAS**, as a result, the City Council urges the Administration to utilize the special exemption parking permit for contractors working on flood related repairs through December 30, 2012, subject to the below restrictions and policies.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the City of Hoboken expresses its strong urging to the Administration to utilize the special exemption parking permit for contractors working on flood related repairs through December 30, 2012, subject to the restrictions and policies herein, to help effectuate the speedy and efficient restoration of all flood damaged properties and buildings within the City of Hoboken:

1. All permits must be endorsed by the Construction Code Official, who must certify that the contractor requesting said permit is working on the repair/restoration of flood damaged property(ies) within the City;
2. The special exemption contractor parking permit shall allow the permittee to park anywhere, including metered parking spaces, without additional fees, during the herein allowable times;
3. Only contractors licensed by the State of New Jersey may obtain a special exemption contractor parking permit;
4. The special exemption contractor parking permit shall be effective only during those hours which the City's noise control ordinance, as written and/or amended by Council resolution during the period of the permit, allows for construction noise. The special exemption contractor parking permit shall provide no special benefits or exemptions to parking regulations during all other hours;
5. There shall be no fee for obtaining this permit; and,
6. The Hoboken Parking Utility and Hoboken Police Department shall enforce this special exemption contractor parking permit.

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

**Meeting date: November 13, 2012**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

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

**Inserting a Special Item of Revenue into the CY 2012 Municipal Budget**

**2012 SUSTAINABLE JERSEY GRANT CY 2012**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

**WHEREAS**, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

**WHEREAS**, the City of Hoboken has received notice of an award of \$10,000.00 from Sustainable New Jersey and wishes to amend its CY 2012 Budget to include this amount as revenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$10,000.00 This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated  
With Prior Written Consent of the Director of the  
Division of Local Government Services:

State and Federal Revenues Off-set with  
Appropriations:

2012 Sustainable Jersey Grant

**NOW, THEREFORE, BE IT RESOLVED** that the like sum of: \$10,000.00 Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS  
State and Federal Programs Off-Set by  
Revenues:

2012 Sustainable Jersey Grant  
Other Expenses \$10,000.00

**NOW, THEREFORE, BE IT RESOLVED**, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: November 7, 2012

Approved:

Approved as to Form:

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Quentin Wiest  
Business Administrator

---

Melissa Longo  
Corporation Counsel

**SUSTAINABLE JERSEY CORP**

P.O. BOX 6855  
LAWRENCEVILLE, NJ 08648

ROWA BANK

55-7137-2312

110

10/22/2012

PAY TO THE

ORDER OF Hoboken

\$\*\*10,000.00

Ten Thousand and 00/100

DOLLARS

080971/12-04

Hoboken  
c/o Quentin Wiest  
94 Washington Street  
Hoboken, NJ  
07030

⑈000120⑈ ⑆⑆231271378⑆

8001277014⑈

*Pamela Wiest*

MP

Hoboken

10/22/2012

110

10,000.00

Checking Unrestricted

10,000.00



# SUSTAINABLE JERSEY

SustainableJersey.com | info@sustainablejersey.com | 609.771.2938

October 25, 2012

Honorable Dawn Zimmer  
Mayor, Hoboken  
94 Washington St  
Hoboken, NJ 07030

Dear Mayor Zimmer:

**Once again, congratulations on your selection for a 2012 Sustainable Jersey small grant!**

Enclosed is a check for \$10000 representing 50% of the grant funds. As specified in the application materials, the other 50% will be awarded upon successful documentation that the project described in the application has been completed (or the portion of the project for which the grant was intended). These funds must be fully expended and final reports submitted by April 30, 2014. Nine-month status reports are due July 19, 2013. Details of these reporting requirements are attached.

Please join us in celebrating the 2012 Sustainable Jersey Small Grants award winners at our Fourth Annual Sustainable Jersey Awards Luncheon that will take place on Tuesday, November 13, 2012 in Atlantic City. We are including a complimentary ticket to the Sustainable Jersey Awards Luncheon attached to this letter.

All award winners will be invited up to the stage for a group photo during the luncheon and we will also have a photo-op with a PSEG representative immediately following the luncheon. Unfortunately, due to time constraints and the large number of grantees you will not have an opportunity to speak.

At the photo event immediately following, a PSEG and Sustainable Jersey representative will also participate. The photos will then be available electronically so you may use them for promotional and media opportunities.

This photo-op will take place across the hall from the Sustainable Jersey Annual luncheon in the Pearl Ball Room, 1:45 - 2:00 pm (directly after the Sustainable Jersey Awards Luncheon).

We wish the project great success! If you have any questions, please contact John Loyer at 609-771-2836.

Sincerely,

Donna Drewes  
Co-Director, Sustainable Jersey

Enclosures: Check #: 110  
Reporting Requirements  
Grantees Certification and Declaration

CC: Chris Brown, Principal Planner  
Quentin Wiest, Business Administrator

## BOARD OF DIRECTORS

Pam Mount  
Terhune Orchards  
Chairperson

Richard Dovey  
Atlantic County Utilities  
Authority  
Vice Chairperson

Anne-Marie Peracchio  
New Jersey Natural Gas  
Secretary

Richard Fair  
Rutgers University  
Treasurer

Clint Andrews  
Rutgers University

Roland Anglin, Ph.D.  
Rutgers University

Ana Baptista, Ph. D.  
Ironbound Community Corp.

Chris Bollwage  
Elizabeth (Union County)

Caroline Ehrlich  
Woodbridge Township

Maureen Hassett  
Economic Development  
Authority

Anne Hoskins  
PSEG Service Corp.

Jane Kenny  
The Whitman Strategy  
Group

Sylvia Petillo  
Borough of Hopatcong

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William Dressel  
New Jersey State League of  
Municipalities

Gary Finger  
New Jersey Board of Public  
Utilities

Robert Marshall  
New Jersey Department of  
Environmental Protection

## PROGRAM CO-DIRECTORS

Donna Drewes  
Randall Solomon  
The College of New Jersey



# SUSTAINABLE JERSEY

SustainableJersey.com | info@sustainablejersey.com | 609.771.2938

## *Sustainable Jersey Small Grants Reporting Requirements* Reporting Requirements for Recipients of 2012 (\$20,000 or \$10,000)

Submit project reports by email to [grants@sustainablejersey.com](mailto:grants@sustainablejersey.com). These reporting requirements are a condition of your grant award. If this documentation is not received on time, your municipality may not be eligible to apply for future Sustainable Jersey grants. A month prior to the reporting deadlines we will send out a reminder email with a template for completing these reports.

### **Nine-month Status Report due July 19, 2013 (required)**

The mandatory Status Report must answer the question, "Where are you?" by describing expenditures and project progress to date. Mention any changes to the project since the original application was submitted. Include photographs.

### **Final Report due April 30, 2014 (required)**

The mandatory Final Report must document the implementation of the project as described in your application.

Please address the following questions:

- How was the money spent?
- How did the project differ from the original proposal and the Interim Report?
- What has been achieved? Answer with relevant quantitative measures (dollars saved, greenhouse gas emissions reduced, number of participants, etc) and qualitative assessments (describe community impact).
- What challenges were faced and how were they overcome?
- What improvements could be made if this project were undertaken again?

In addition to the narrative portion, please attach a detailed accounting of expenditures and photographs of the project. The final report must also include the Grantees Certification and Declaration signed by municipal administrator or other authorized representative [attached below]. Dispersal of the second half of the grant funds will only be made after this documentation has been received.

**GRANTEES CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within description of the grant project is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that all expenditures are allowable charges against said grant and that all compliance issues of this grant have been met per the grant agreement.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**POSITION** \_\_\_\_\_

SUSTAINABLE JERSEY CORP  
P.O. BOX 6855  
LAWRENCEVILLE, NJ 08648

ROMA BANK

110  
55-7137-2312

10/22/2012

PAY TO THE  
ORDER OF Hoboken

\$ 10,000.00

Ten Thousand and 00/100 \*\*\*\*\* DOLLARS

Hoboken  
c/o Quentin Wiest  
94 Washington Street  
Hoboken, NJ  
07030

MEMO

*Pamela H. Wiest*

⑈000110⑈ ⑆231271378⑆

8001277014⑈

Hoboken

10/22/2012

110  
10,000.00

Checking Unrestricted

10,000.00

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

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

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

**Inserting a Special Item of Revenue into the CY 2012 Municipal Budget**

**RECYCLING TONNAGE GRANT 2010 – CY 2012**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

**WHEREAS**, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

**WHEREAS**, the City of Hoboken has received notice of an award of \$37,033.27 from State of N.J., Department of Environmental Protection and wishes to amend its CY 2012 Budget to include this amount as revenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$37,033.27  
This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated  
With Prior Written Consent of the Director of the  
Division of Local Government Services:

State and Federal Revenues Off-set with  
Appropriations:

Recycling Tonnage Grant 2010 O/E

**NOW, THEREFORE, BE IT RESOLVED** that the like sum of: \$37,033.27  
Be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS  
State and Federal Programs Off-Set by  
Revenues:

Recycling Tonnage Grant 2010 O/E  
Other Expenses

**NOW, THEREFORE, BE IT RESOLVED**, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: November 7, 2012

Reviewed by:

Approved as to Form:

---

Quentin Wiest  
Business Administrator

---

Mellissa Longo  
Corporation Counsel

DEPARTMENT OF THE TREASURY  
**STATE OF NEW JERSEY**  
 TRENTON, NEW JERSEY 08625-0221

**REMITTANCE ADVICE**

ORGANIZATION NAME	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
SOLID WASTE ADMINISTRATION 2010 RECYCLING TONNAGE GRAN	609-984-7744	4900RC10758	4900-752-042-4900-001-V42Y-6020	3703327

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE. TOTAL **3703327**

CHECK NUMBER **0T0001373642** DATE **10/23/12** PAYEE **HOBOKEN CITY**

OMB022 (REV. 01/26/2010)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT



Department Of The Treasury  
**STATE OF NEW JERSEY**  
 Trenton, New Jersey 08625-0221  
**STATE RECYCLING FD**

CHECK NUMBER  
**T 0001373642**  
 DATE: **OCTOBER 23, 2012**  
 VOID 180 Days After This Date

**PAY** *Thirty Seven Thousand Thirty Three and 27/100 Dollars*

2020071061755  
 WELLS FARGO BANK, N.A.

To The  
 Order Of: **HOBOKEN CITY**  
**94 WASHINGTON ST**  
**HOBOKEN NJ 07030 4585**

\$ **\*\*\*\*\*37,033.27**  
 Audited, Allowed and Payment Warranted  
*Charles M. Hobbs*  
 DIRECTOR  
 Payment Directed  
*AS*  
 STATE TREASURER

⑈0001373642⑈ ⑆121000248⑆ 2020071061755⑈

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

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$19,090.56**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
David & Jamee Lubkemann 177 Park Ave #4 Hoboken, NJ 07030	66/24/C004B	518-520 Monroe St	2011	\$ 2,245.81
Venino & Venino Counsellors at Law 8000 Kennedy Blvd North Bergen, NJ 07047	210.01/24	68-70 Hudson St	2010	\$16,844.75

**Special Meeting: November 13, 2012**

**Approved as to Form:**

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

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

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

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

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$13,438.80**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
GMAC Mortgage P O Box 961219 Fort Worth, TX 76161-0219	155/3/C001H	1021 Grand St	3/12	\$1,890.61
Dholabhai, Viral & Rajika Bhansali 711 Clinton St #2E Hoboken, NJ 07030	159/4/C002E	711 Clinton St	3/12	\$1,951.60
Dholabhai, Viral & Rajika Bhansali 711 Clinton St #2E Hoboken, NJ 07030	159/4/C1727	711 Clinton St	3/12	\$ 247.61
Cuttita, Francis & Andrea 135 E 35 <sup>th</sup> St Apt 3-R New York, NY 10016	186/6/C003A	163-65 Newark St	3/12	\$2,039.42
Coraci, James & Laura 937 Bloomfield St Hoboken, NJ 07030	208/12	937 Bloomfield St	1/12	\$4,346.03
L T National Title Services 89 Hudson St 4 <sup>th</sup> Fl Hoboken, NJ 07030	268.01/1/C009K	1501 Garden/1500 Bloomfield	3/11	\$2,963.53

**Meeting November 7, 2012**

**Approved as to Form:**

---

**CORPORATION COUNSEL**

---

**Sharon Curran**

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

**City of Hoboken  
Resolution No.:** \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE  
ENCROACHMENT AGREEMENT BY AND BETWEEN THE COUNTY OF HUDSON AND THE  
CITY OF HOBOKEN**

**WHEREAS**, the City of Hoboken is requesting the ability to construct a portion of one of its parks within the County of Hudson’s right of way; and,

**WHEREAS**, the Administration and the County have determined that an encroachment agreement is necessary to ensure both parties understand their rights and responsibilities relating to the encroachment; and,

**WHEREAS**, the terms of the City’s benefits and obligations are laid out in the Encroachment Agreement, *attached hereto*, and the City Council is now called upon to either accept or reject the terms.

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

1. The City Council hereby accepts the Encroachment Agreement, as attached hereto or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify the County of Hudson of this acceptance.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize this agreement, or one substantially similar with no substantive changes, expeditiously, and to take any steps necessary to effectuate the Agreement.

**MEETING: November 7, 2012**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

## **ENCROACHMENT AGREEMENT BY AND BETWEEN THE COUNTY OF HUDSON AND THE CITY HOBOKEN**

**THIS AGREEMENT** made as of this        day of        2012, by and between the County of Hudson, a body corporate and politic of the State of New Jersey, having offices at 567 Pavonia Avenue, New Jersey 07306 (“County”) and City of Hoboken, having offices at 94 Washington Street, Hoboken, 07030 (“Hoboken”).

### **WITNESSETH:**

**WHEREAS**, the County is the owner of rights-of-way known as Willow Avenue and Park Avenue in the City of Hoboken, said rights-of-way include the street and the sidewalk area, and the areas commonly known as the Willow Avenue viaduct and the Willow Avenue marginal roads and Park Avenue marginal roads; and

**WHEREAS**, Hoboken intends to construct a recreational public space (“Public Park”) to be primarily located between the County’s rights-of-way of Willow Avenue and Park Avenue near 16<sup>th</sup> Street in the City of Hoboken;

**WHEREAS**, as planned a portion of the Public Park will encroach on the County’s rights-of-way, said encroachment to include as follows:

- a)        A wall/seating area with guide rail along the Park Avenue marginal road.
- b)        A wall/fence, storage/restroom building along Willow Avenue.
- c)        A dog run, bicycle racks, bollards, stamped concrete pavement playground surface and decorative fencing underneath the Willow Avenue Viaduct and both Willow Avenue marginal roads (collectively referred to as “improvements”).

Said improvements are more specifically described in the plans prepared by Remington Vernick & Arango Engineers dated July 2012 and attached hereto as Exhibit “A”; and

**WHEREAS**, Hoboken has petitioned the County for permission to so encroach on the County’s rights-of-way as set forth herein; and

**WHEREAS**, it is in the public interest that this Public Park be constructed in the City of Hoboken; and

**WHEREAS**, the Hudson County Planning Board has approved the application of Hoboken subject to, among other conditions, the execution of this Agreement with the County; and

**WHEREAS**, Hoboken shall be responsible for the maintenance, repair, replacement and restoration of all improvements encroaching onto the County's rights-of-way and all costs related thereto; and

**WHEREAS**, a portion of the Public Park and the encroachment area lies under the Willow Avenue Viaduct and as such Hoboken shall be responsible to secure said area by installing, providing, and maintaining lighting and any other security systems such as cameras and/or security personnel and to be pay all costs related thereto; and

**WHEREAS**, any additional encroachment granted to Hoboken by the County shall be reviewed and approved by the County Engineer prior to commencement of that portion of the project which encroaches onto the County rights-of-way; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The County grants to Hoboken a license to encroach onto the County's rights-of-way near 16<sup>th</sup> Street in the City of Hoboken as follows:
  - a) A wall/seating area with guide rail along Park Avenue marginal road.
  - b) A wall/fence, storage/restroom building along Willow Avenue.
  - c) A dog run, bicycle racks, bollards, stamped concrete pavement playground surface and decorative fencing underneath Willow Avenue Viaduct and both Willow Avenue marginal roads (collectively referred to as "improvements")

Said improvements are more specifically described in the plans prepared by Remington Vernick & Arango Engineers dated July 2012 and attached hereto as Exhibit "A".

2. The County Engineer has reviewed and approved the plans as currently written. If any alterations or revisions to the plans become necessary, the County Engineer shall have the right of review and approval before the commencement of that portion of the project which encroaches onto the County's rights-of-way. Further, Hoboken shall cooperate with the County and its agents for the proper coordination of all work in connection with any planned or future County improvement on and around its rights-of-way.

3. It is understood by Hoboken that a portion of their improvements on the County's rights of way lie under the Willow Avenue Viaduct, and said Viaduct will require future inspections, maintenance and repair. The County reserves the right to close the areas underneath Willow Avenue Viaduct for the purposes of conducting structural inspections, maintenance and repairs to the Viaduct, and securing the area in relation to said inspections, maintenance and repairs. In the event, it is necessary for the County to rehabilitate, repair or replace all or part of the Willow Avenue Viaduct, and that rehabilitation, repair or replacement results in a disturbance to Hoboken's

improvements on the County's rights-of-way, the County will be responsible for restoring the area to the condition which existed prior to the installation of the improvements. It shall not be the responsibility of the County to restore or replace or be obligated for the costs of said restoration or replacement of those improvements. Said restoration and replacement shall be Hoboken's responsibility solely.

4. Hoboken shall be solely responsible for the maintenance, repair, replacement and restoration, and costs related thereto, of any improvement authorized under this Agreement to encroach onto the County's rights-of-way. Hoboken shall maintain and keep all said improvements in clean and good condition, and in good repair, and shall further keep all areas free of ice and snow. Any work performed by Hoboken, its representatives, agents, employees or contractors under this Agreement shall be performed in a workmanlike manner and with a minimum of inconvenience to the County.

The County shall be solely responsible for the maintenance, repair and replacement of the portions of the streets and marginal roads set forth in this agreement, including that portion of any street or marginal road which lies underneath the improvements. By way of example and not limitation this includes pre-existing concrete pavement, curbs and drainage inlets. Maintenance shall include snow/ice removal, said removal to be provided within a reasonable time after the snow/ice storm has ended. The County shall not be responsible for any damage to any improvement in the course of maintaining, repairing or replacing their street and/or marginal road.

5. The encroachment granted under this Agreement to Hoboken shall be exercised and used in such a manner as not to cause any permanent damage or destruction of any nature whatsoever to or interruption of the County's rights-of-way and/or its utilities thereunder.

6. Any permission to encroach set forth herein shall not relieve Hoboken of the responsibility or obligation to obtain all necessary State, County and/or Municipal permits including but not limited to County permits for the construction of the improvements in the County's rights-of-way.

7. In furtherance of same, Hoboken hereby indemnifies the County from and against all liability, claims, suits, damages, costs, losses and expenses caused by, resulting from, or based upon the negligent or intentional acts or omissions of the Hoboken, its tenants, its agents, servants, employees or invitees arising out of or relating to this grant of permission to encroach on the County's rights-of-way. In addition, the Hoboken shall at its own expense, appear and defend all actions and pay any costs of the County thereto including attorneys' fees, and if any judgment shall be rendered against the County, Hoboken shall, satisfy and discharge that judgment.

8. This Agreement shall not be construed to create or vest any legal title or leasehold interest in the County's property. Hoboken shall have access to the premises merely as an irrevocable licensee. Further, this Agreement shall be contingent on

Hoboken obtaining a metes and bounds description and detailed survey signed by a duly licensed surveyor depicting the County rights of way impacted by this agreement.

9. This agreement shall not be assigned without written permission from the County. In the event of a permitted assignment then it is understood and agreed that this Agreement shall be binding upon any successors, successor-in-title and/or assigns of Hoboken.

10. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail.

TO THE COUNTY OF HUDSON:

Demetrio Arencibia, County Engineer  
Meadowview Campus  
595 County Avenue  
Building 3, 2<sup>nd</sup> Floor  
Secaucus, New Jersey 07306

Donato Battista, County Counsel  
Office of the County Counsel  
County of Hudson  
4<sup>th</sup> Floor  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

TO THE CITY OF HOBOKEN:

Mayor  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

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

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action or enforcement or any other issue

relating to this contract shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

12. In the event that either party institutes an action for enforcement of any term of this contract, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

13. The above referenced recitals shall be incorporated in this Agreement herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**COUNTY OF HUDSON**

Witness: \_\_\_\_\_

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

Name:

Title:

Witness: \_\_\_\_\_

**CITY OF HOBOKEN**

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

Name:

Title:

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

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

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

**AN ORDINANCE TO AMEND CHAPTER 30 ENTITLED  
“GIFT POLICY” TO PERMIT THE RECEIPT AND INSTALLATION  
OF A BLUE FORCE TRACKING ENCRYPTED AUTOMATIC  
IDENTIFICATION SYSTEM AND VEGA ELECTRONIC  
CHARTING SOFTWARE EQUIPMENT FROM  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
ON THE HOBOKEN FIRE DEPARTMENT MARINE VEHICLE AND  
THE RECEIPT OF CERTAIN EQUIPMENT FROM  
RISK MANAGEMENT SOLUTIONS, INC.  
FOR THE HOBOKEN POLICE DEPARTMENT**

**WHEREAS**, pursuant to a previous resolution, the Hoboken Fire Department submitted to the City Council of the City of Hoboken a resolution with a Subgrant Agreement with The Port Authority of New York and New Jersey (the “Port Authority”) for the purpose of obtaining funding for the purchase of a marine vehicle for use by the Hoboken Fire Department; and

**WHEREAS**, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the Subgrant Agreement; and

**WHEREAS**, the Port Authority has offered to purchase for the City of Hoboken (the “City”) Blue Force Tracking Encrypted Automatic Identification System and VEGA Electronic Charting Software Equipment (collectively, the “Equipment”) that will be installed in the marine vehicle; and

**WHEREAS**, the purpose of the Equipment is to enhance the coordination of maritime security efforts among federal, state and local law enforcement agencies and improve situational awareness through electronic charting and interoperable command and control capabilities, including blue force tracking and text messaging using encrypted AIS technology; and

**WHEREAS**, Risk Management Solutions, Inc., having a business address of 121 River Street, Suite 1300, Hoboken, New Jersey, wishes to donate to the City 150 pairs of rain boots and approximately 100 flashlights with rechargeable batteries to be used by the Hoboken Police Department (the “Police Equipment”); and

**WHEREAS**, the purpose of the donation of the Police Equipment is to assist the officers of the Hoboken Police Department in their efforts of providing public safety to the community; and

**WHEREAS**, pursuant to the Local Lands and Buildings Law, specifically N.J.S.A. 40A:12-5, municipalities are required to enact an ordinance to allow for the receipt of property and capital improvements, including personal property such as the Police Equipment, the Equipment and its installation; and

**WHEREAS**, the City desires to receive the Equipment and permit its installation on the marine vehicle; and

**WHEREAS**, the City also desires to receive the Police Equipment;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken that Chapter 30 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

## **SECTION ONE: AMENDMENTS**

### Article 1 Gift Policy

#### § 30-1 Gift policy of the City of Hoboken

No officer or employee of the City of Hoboken shall directly solicit any gift or accept or receive any gift having a value of \$25 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that such gift was intended to influence the officer or employee, or could reasonably be expected to influence the officer or employee in the performance of official duties or was intended as a regard for any official action on the officer's or employee's part. Unsolicited gifts or benefits of nominal value, such as complimentary articles offered to the public in general, and gifts received as a result of mass advertising mailings to the general business public may be retained by the employee or employee's department for general use if such use does not create an impression of a conflict of interest or a violation of the public trust. Unsolicited gifts of a perishable nature, such as food, may be donated to a nonprofit entity holding 501(c) status by the United States Internal Revenue Service. All other unsolicited gifts shall be immediately returned to the sender. This policy shall not be applicable to political contributions made pursuant to federal and state election law, provided said contributions are in full compliance with the City's Public Contractor Reform Ordinance, § 20A-11, et seq., of the Code of the City of Hoboken.

#### § 30-2 Effect of policy

This policy shall supersede any previous gift policy established by the City, including any employee handbook promulgated and distributed to City employees.

#### § 30-3 Penalties

Any violations of the foregoing policy shall subject the violator to appropriate discipline pursuant to the established policies of the City as well as the rules and regulations of the New

Jersey Civil Service Commission, and a report of the violation shall be transmitted to the Local Finance Board within the New Jersey Department of Community Affairs for review as a potential violation of the New Jersey Local Government Ethics Law, N.J.S.A. 40A:9-22.1, et seq.

Article 2 Gifts to the City of Hoboken

<u>Date of Gift</u>	<u>Real Property/ Personal Property/ Capital Improvement Given to City of Hoboken</u>	<u>Purpose of Gift/Capital Improvement</u>	<u>Name of Grantee</u>	<u>City of Hoboken Department Responsible for Gift/Capital Improvement</u>
<u>11/9/2012</u>	<u>150 rain boots and approximately 100 flashlights with rechargeable batteries</u>	<u>Assisting police officers with providing public safety</u>	<u>Risk Management Solutions, Inc.</u>	<u>Department of Public Safety, Police Division</u>
<u>12/1/2012</u>	<u>Blue Force Tracking Encrypted Automatic Identification System</u>	<u>Coordination of maritime security efforts</u>	<u>The Port Authority of New York and New Jersey</u>	<u>Department of Public Safety, Fire Division</u>
<u>12/1/2012</u>	<u>VEGA Electronic Charting Software Equipment</u>	<u>Coordination of maritime security efforts</u>	<u>The Port Authority of New York and New Jersey</u>	<u>Department of Public Safety, Fire Division</u>
<u>12/1/2012</u>	<u>Installation of Blue Force Tracking Encrypted Automatic Identification System and VEGA Electronic Charting Software Equipment</u>	<u>Coordination of maritime security efforts</u>	<u>The Port Authority of New York and New Jersey</u>	<u>Department of Public Safety, Fire Division</u>

**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 are inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining

sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

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

**SECTION FIVE: CODIFICATION**

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

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

Date of Introduction: November 7, 2012

Introduction:

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Final Reading:

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter				

Cunningham				
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Approved as to Legal Form:

\_\_\_\_\_  
 Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council  
 By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
 On the \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_

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

**-or-**

Approved by the Mayor  
 On the \_\_\_\_ day of \_\_\_\_\_, 2012

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

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

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

**RESOLUTION TO RESCHEDULE THE CITY COUNCIL'S NOVEMBER 21, 2012 REGULAR COUNCIL MEETING  
TO NOVEMBER 28, 2012**

**WHEREAS**, the City Council has become aware of the difficulties that will result to City Council members, residents and the Administration if the November 21, 2012 Regular Meeting is not rescheduled, due to the fact the date is the night before Thanksgiving.

**WHEREAS**, the Council, therefore, seeks to push the meeting back by one week, to November 28, 2012, to allow for a more accessible meeting.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the City of Hoboken hereby reschedules its November 21, 2012 Regular City Council Meeting to November 28, 2012, and directs the City Clerk to take any and all actions necessary to properly effectuate this rescheduled date, including but not limited to all action necessary to ensure compliance with the Open Public Meetings Act

**BE IT FURTHER RESOLVED** that the City Clerk shall publish this Resolution shall be published in an official newspaper of the City of Hoboken expeditiously.

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

**Meeting date: November 13, 2012**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				