

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

May 1, 2013 City Council Meeting

Operator Licenses: 12 Total

Taxi Operator Licenses - 4 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Bobadilla	Raul	TAXI	T0080-13	\$75
2	Gendy	Nabil	TAXI	T0081-13	\$75
3	Mansour	Mohamed	TAXI	T0082-13	\$75
4	Rodriguez	Jonathan	TAXI	T0083-13	\$75

Total Fees: \$300
Total License 4

Limo Operator Licenses - 8 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Santana	Luis	LIMO	L0052-13	\$75
2	Calle	Luis	LIMO	L0053-13	\$75
3	Rosario	Lilin	LIMO	L0054-13	\$75
4	Amin	Mohamed	LIMO	L0055-13	\$75
5	Gonzalez	Bernardo	LIMO	L0056-13	\$75
6	Dridi	Lotfi	LIMO	L0057-13	\$75
7	Estevez	Diomedez	LIMO	L0058-13	\$75
8	Khelifi	Abdelghani	LIMO	L0059-13	\$75

Total Fees: \$600
Total License 8

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$				
ADM BUSINESS ADMINISTRATION	ICAPITAL	12-03460	SEDITA, CAMPISANO &	SP. LEGAL COUNSEL - LAND USE	3,240.00				
		12-03991	REGGIO CONSTRUCTION, INC.	2012 ROAD PROGRAM - BID 12-07	80,239.22				
		13-01438	TREASURER-STATE OF N.J.	COVE PARK LSRP ANNUAL FEE	2,300.00				
		13-01605	BOSWELL ENGINEERING	BLDG LAYOUTS PHONE SYS -HO477	20,515.50				
		IFEDERAL IOPERATING	13-01680	CRAFT SIGNS	DECALS FOR CERT TRAILER	385.00			
			13-01247	GOVCONNECTION, INC.	PRINTER FOR RENT CONTROL DIV	286.50			
			13-01257	GOVCONNECTION, INC.	NEW PC CITY HALL SECURITY DSK	563.00			
			13-01258	QUENTIN W. WIEST	JIF 3/20 MTG TRAVEL EXPENSES	10.90			
			13-01266	GOVCONNECTION, INC.	WIRELESS ADAPTER FOR GARAGE	15.95			
			13-01316	BOSWELL ENGINEERING	MUN COURT VIOLATIONS WINDOW	684.00			
	13-01317		ENVIRONMENTAL SYSTEMS	GIS SYSTEM FOR HPU & COMM DEV	3,150.00				
	13-01371		GOVCONNECTION, INC.	4 NEW PCS FOR RENT CONTROL	2,584.00				
	13-01393		BOSWELL ENGINEERING	OBSERVER HWY -FEB. 2013-HO432	128.25				
	13-01394		BOSWELL ENGINEERING	NEWARK ST IMPRVMT FEB/13-HO431	598.50				
	ADM FINANCE SUPERVISORS OFF	IOPERATING	13-01395	BOSWELL ENGINEERING	2011 ROAD PROGRAM FEB 2013 INV	42.75			
			13-01396	PREMIER TECHNOLOGY SOLUTIONS	DOMAIN RENEWAL FOR ONE YEAR	125.00			
			13-01479	HUDSON ELECTRICAL CONTRACTORS	ELECTRICAL INSPECTION	2,660.00			
			13-01509	BROWN & BROWN METRO INC	MARCH 2013 BROKERS FEES	5,400.00			
			13-01293	DIGITAL ASSURANCE	PROFESSIONAL SERVICES	1,500.00			
			13-01299	STATE OF NEW JERSEY	ANNUAL EMPLOYER PENSION 2013	1,573,815.00			
13-01305			STATE OF NEW JERSEY	ANNUAL EMPLOYER PENSION 2013	2,708,429.00				
13-01306			STATE OF NEW JERSEY	ANNUAL EMPLOYER PENSION 2013	3,560,985.00				
13-01668			HOBOKEN PUBLIC LIBRARY	Library Monthly Payments	355,499.22				
13-01308			HOBOKEN POLICE SUPERIOR	QUARTER END 3/31/13 OEP DUES	4,822.00				
ADM MAYOR'S OFFICE	IOPERATING	13-01206	POGGI PRESS	OFFICE SUPPLIES	269.00				
ADM MUNICIPAL COURT	IOPERATING	12-03762	GRAMCO BUSINESS COMMUNICATIONS	LIBERTY RECORDER SYS. UPGRADE	2,500.00				
		13-00717	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	212.50				
		13-01385	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICE	388.53				
		13-01386	ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	5,390.00				
		13-01515	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	212.50				
		ADM MUNICIPAL COURT/POAA TRUST	ITRUST	13-01111	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	4,654.52		
				ADM PARKING UTILITY	IOPERATING IPARK UTILITY	13-01347	FCA LIGHTING	MIDTOWN GARAGE WIRING	297.00
						13-00188	GLEASON REEL CORPORTAION	PARTS - 916 GARDEN ST. GARAGE	5,243.19
						13-00254	BUY WISE AUTO PARTS	AUTO PARTS - FEBRUARY 2013	202.60
						13-00484	NORTH HUDSON SEWERAGE AUTH.	SEWER CHARGES/GARAGES	381.28
13-00634	JEWEL ELECTRIC SUPPLY	SIGNAL & TRAFFIC SUPPLIES	254.76						
13-01145	JOHN'S MAIN AUTO BODY	TOWING CHARGES	80.00						
13-01280	UNITRONICS SYSTEMS, INC.	PARTS FOR 916 GARDEN ST.	1,310.00						
13-01282	MOJACK	SIGNAL & TRAFFIC SUPPLIES	233.65						
13-01294	HIGH TECH PROTECTIVE SVS.INC.	REPAIRS - 916 GARDEN ST.	440.00						
13-01298	W.B. MASON CO., INC.	OFFICE SUPPLIES - HPU	1,023.34						

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	13-01303	UNITRONICS SYSTEMS, INC.	REPAIRS - 916 GARDEN STREET	\$ 1,435.00
		13-01354	ARCOLA SALES & SERVICE CORP	HOP BUS PARTS FOR REPAIRS	\$ 61.23
		13-01357	FCA LIGHTING	INSTALL WATER HEATER	\$ 365.00
		13-01358	FCA LIGHTING	TAXI STAND ELECTRICAL PARTS	\$ 276.75
		13-01360	AUTO CONNECTION	GPS INSTALL/HOP BUS	\$ 150.00
		13-01366	CENTRAL PARKING SYSTEM	REIMBURSE/LEASE PAYMENT 4/13	\$ 6,609.12
		13-01367	PROPARK AMERICA NEW YORK	OPERATIONAL FEES - 4/13	\$ 42,616.75
		13-01368	METRIC GROUP, INC.	MULTI-METER PARTS	\$ 9,948.68
		13-01409	GRAINGER, INC	SIGNAL & TRAFFIC SUPPLIES	\$ 393.77
		13-01410	JAMAR TECHNOLOGIES, INC.	TRAFFIC COUNT EQUIPMENT	\$ 111.00
		13-01411	METRIC GROUP, INC.	CDMA AIRTIME/CREDIT CALL	\$ 1,500.00
		13-01413	UNITRONICS SYSTEMS, INC.	MONTHLY MAINTENANCE-916 GARDEN	\$ 11,500.00
		13-01414	FIVEPM TECHNOLOGY, INC.	SHUTTLE TRACKING - 4/13	\$ 2,500.00
		13-01415	AT&T (LD)	LD SERVICES - MARCH 2013	\$ 22.25
		13-01416	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - MARCH 2013	\$ 163.00
		13-01485	METROPOLITAN COFFEE SERVICE	WATER COOLER SUPPLIES	\$ 48.00
		13-01486	CORNERSTONE RECORDS MGMT.	RECORD STORAGE - JAN. 2013	\$ 113.30
		13-01487	CORNERSTONE RECORDS MGMT.	RECORD STORAGE - 2012	\$ 562.38
		13-01489	FRANCESCO MASTROPIERRO	GARAGE REFUND	\$ 185.00
		13-01490	ANDREW P. CLEARY	GARAGE REFUND	\$ 35.00
		13-01492	CITY PAINT AND HARDWARE	MISC. SUPPLIES - HPU	\$ 1,497.95
		13-01493	P.S.E.&G. COMPANY	GARAGE UTILITIES - MARCH 2013	\$ 25,686.06
		13-01495	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE - PHONES	\$ 112.50
		13-01496	HIGH TECH PROTECTIVE SVS.INC.	GARAGE MONITORING MAY-JULY	\$ 639.02
		13-01563	PAETEC COMMUNICATIONS INC.	LD CHARGES - MARCH, 2013	\$ 317.85
		13-01570	CHEYANN BOYAN	SIGNS REFUND	\$ 20.00
		13-01571	Z'S IRON WORKS	REPAIRS - 916 GARDEN STREET	\$ 2,880.00
		13-01572	Z'S IRON WORKS	REPAIRS - 2ND & WILLOW LOT	\$ 150.00
		13-01573	HOBOKEN LOCK & SUPPLY	LOCKS AND REKEY - 11TH ST. LOT	\$ 83.00
		13-01574	FEDEX GROUND PACKAGE SYSTEM	DELIVERY CHARGES - 916 GARDEN	\$ 9.37
		13-01576	UNITRONICS SYSTEMS, INC.	PARTS - 916 GARDEN ST. GARAGE	\$ 1,310.00
		13-01578	METRIC GROUP, INC.	QRTL. CREDITCALL CHARGES	\$ 6,570.00
		13-01580	ADVANCED DOOR SALES, INC.	GARAGE G REPAIRS/INSTALLATION	\$ 901.00
13-01582	HOBOKEN LOCK & SUPPLY	RE-PIN & RE-KEY - HPU	\$ 209.00		
13-01585	EXXONMOBIL FLEET/GECC	HPU FUEL - MARCH, 2013	\$ 2,509.41		
13-01586	AT&T MOBILITY	MULTI-METERS - APRIL 2013	\$ 3,005.31		
13-01600	P.S.E.&G. COMPANY	UTILITIES - 2012	\$ 43,432.31		
ADM PURCHASING	IOPERATING	13-01401	CORNERSTONE RECORDS MGMT.	STORAGE FEES 2012	\$ 869.27
		13-01437	CORNERSTONE RECORDS MGMT.	RECORDS STORAGE 1/13 2/13 3/13	\$ 525.38
ADM SPECIAL COUNSEL	IOPERATING	13-01158	BEYER FORD D/B/A BEYER FLEET	VEHICLES DAMAGED DUE TO SANDY	\$ 56,012.00
		12-03868	GLUCK WALRATH LLP	PRO. SVC - SPE. LEGAL COUNSEL	\$ 503.50

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	\$
ADM SPECIAL COUNSEL	IOPERATING	13-00125	ESTHER MILSTED ATTORNEY AT LAW	PUBLIC DEFENDER 2013	\$	1,925.00
		13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$	7,701.90
		13-00137	THE BUZAK LAW GROUP LLC	SP LEGAL COUNSEL - LAND USE	\$	2,790.00
		13-00140	MCMANIMON,SCOTLAND, & BAUMANN	SP LEGAL COUNSEL - LITIGATION	\$	9,412.09
		13-00146	VOGEL, CHAIT, COLLINS	SP LEGAL COUNSEL - LITIGATION	\$	2,145.00
		13-00353	ALM SMART LITIGATOR	RESEARCH	\$	178.00
		13-01436	NJICLE	PAY TO PLAY 2013 SEMINAR	\$	135.00
		13-01546	THE PMA INSURANCE GROUP	MARCH 2013 DEDUCTIBLE	\$	22,047.65
		12-02524	LAWYERS DIARY AND MANUAL	NJ LAWYERS DIARY 2013	\$	92.00
		13-00142	VINCENT J. LAPAGLIA	SP LEGAL COUNSEL - TAX APPEALS	\$	14,152.75
ADM TAX ASSESSOR	IOPERATING	13-00751	HOBOKEN LOCK & SUPPLY	EMTOUCH KEYPAD	\$	1,345.00
		13-01517	CORELOGIC	REFUND OVERPAYMENTS	\$	3,384.37
		13-01518	WELLS FARGO HOME MORTGAGE	REFUND TAX OVERPAYMENTS	\$	1,650.63
		13-01519	SANDRA FORTUNATO	REFUND TAX OVERPAYMENTS	\$	114.65
		13-01520	PIERS & ADRIENNE MAC WHANNELL	REFUND TAX OVERPAYMENTS	\$	2,056.34
		13-01521	ABRAXAS ABSTRACT INC	REFUND TAX OVERPAYMENTS	\$	1,662.50
		13-01522	BOILING SPRINGS SAVINGS	REFUND TAX OVERPAYMENTS	\$	4,328.44
		13-01523	CHASE HOME FIN. C/O CORELOGIC	REFUND TAX OVERPAYMENTS	\$	3,498.24
		13-01524	BRENDA HURLEY & ROGER FOREMAN	REFUND TAX OVERPAYMENTS	\$	3,859.37
		13-01525	CHASE HOME FINANCE	REFUND TAX OVERPAYMENTS	\$	2,171.86
ADM TAX COLLECTOR	IOPERATING	13-01526	SCHNECK LAW GROUP, LLC	REFUND TAX OVERPAYMENTS	\$	6,520.23
		13-01514	SINGH REAL ESTATE	REDEMPTION	\$	2,868.30
		13-01286	INST. FOR PROFESSIONAL DEVEL.	SEMINAR APRIL 18,2013	\$	99.00
		13-01140	POGGI PRESS	BUSINESS CARDS TIM OCCHIPINTI	\$	105.00
		13-01203	STAR LEDGER	LEGAL ADS - MARCH 2013	\$	401.36
		13-01528	NORTH JERSEY MEDIA GROUP	LEGAL ADS JAN FEB MARCH 2013	\$	2,663.41
		13-00144	FERRAIOLI, WIELKOTZ, CERULLO &	MUNICIPAL AUDITING SERVICES	\$	5,610.00
		13-01272	NATIONAL ALLIANCE OF	NAPC/MEMBERSHIP RENEWAL	\$	130.00
		13-00454	STAR LEDGER	LEGAL AD	\$	107.88
		13-01089	JERSEY JOURNAL	LEGAL ADVERTISING	\$	243.13
ADM/CITY CLERK	IOPERATING	13-01245	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$	9,489.24
		13-01175	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$	3,008.75
		13-01090	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$	174.57
ADM/COUNCIL	IOPERATING	13-01243	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$	2,283.75
		13-01244	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$	1,745.00
		13-01217	HOBOKEN DAY CARE 100, INC.	CDBG PORTION REIM SEP-DEC 2012	\$	10,284.43
ADM/LEGAL ADS	IOPERATING	13-00360	JEDSTOCK, INC.	JEDSTOCK INC	\$	5,160.00
		12-03815	STATE CHEMICAL MFG.	SUPPLIES CENTRAL GARAGE	\$	626.43
		13-00604	GRAINGER, INC	EQUIPMENT-DAMAGED BY HURRICANE	\$	3,526.76
ADMINISTRATION - AUDIT	IOPERATING	13-00619	BUY WISE AUTO PARTS	CENTRAL GARAGE - FEB./MARCH	\$	513.11
		13-00625	BUY WISE AUTO PARTS	AUTO PARTS/PD - FEB./MARCH	\$	60.00
		13-01175	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$	3,008.75
CD HISTORIC PRESERVATION COMM	IOPERATING	13-01090	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$	174.57
		13-01243	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$	2,283.75
CD MLUL PLANNING BOARD	IOPERATING	13-01244	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$	1,745.00
		13-01217	HOBOKEN DAY CARE 100, INC.	CDBG PORTION REIM SEP-DEC 2012	\$	10,284.43
CD MLUL ZBA ESCROW ACCTS	ESCROW	13-01175	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$	3,008.75
		13-01090	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$	174.57
CD MLUL ZONING BD OF ADJ	IOPERATING	13-01243	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$	2,283.75
		13-01244	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$	1,745.00
COMMUNITY DEVELOPMENT	ICDBG2818	13-01217	HOBOKEN DAY CARE 100, INC.	CDBG PORTION REIM SEP-DEC 2012	\$	10,284.43
		13-00360	JEDSTOCK, INC.	JEDSTOCK INC	\$	5,160.00
ES CENTRAL GARAGE	IFEDERAL	12-03815	STATE CHEMICAL MFG.	SUPPLIES CENTRAL GARAGE	\$	626.43
		13-00604	GRAINGER, INC	EQUIPMENT-DAMAGED BY HURRICANE	\$	3,526.76
ES CENTRAL GARAGE	IOPERATING	13-00619	BUY WISE AUTO PARTS	CENTRAL GARAGE - FEB./MARCH	\$	513.11
		13-00625	BUY WISE AUTO PARTS	AUTO PARTS/PD - FEB./MARCH	\$	60.00

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ES CENTRAL GARAGE	IOPERATING	13-01274	TRIOUS, INC.	SWEEPER PARTS - CG	\$ 137.67
		13-01283	NEXGEN	CENTRAL GARAGE SUPPLIES	\$ 1,375.00
		13-01295	GARDEN STATE BOBCAT GROUP	FREIGHT CHARGES/PREVIOUS P.O.	\$ 19.50
		13-01302	DAVID WEBER OIL CO.	DRUM DEPOSIT - CENTRAL GARAGE	\$ 25.00
		13-01348	CONCEPT PRINTING INC.	BUSINESS CARDS	\$ 127.90
		13-01350	INTERSTATE BATTERIES SYSTEMS	BATTERIES/CENTRAL GARAGE	\$ 459.70
		13-01351	KLINGER TIRE & SERVICE CO.	TIRE FIX/BALANCE-CENTRAL GAR.	\$ 40.00
		13-01352	TRIOUS, INC.	SWEEPER PARTS	\$ 158.68
		13-01355	Z'S IRON WORKS	REPAIRS TO CG VEHICLE	\$ 1,200.00
		13-01356	RENDIES REFINISHING	REPAIRS TO MC16 VEHICLE	\$ 1,320.71
		13-01363	OSCAR'S AUTOMATIC TRANSMISSION	PARTS/LABOR-SANITATION #165	\$ 612.32
		13-01417	FCA LIGHTING	ELECTRICAL WORK/CITY GARAGE	\$ 450.00
		13-01418	ROBBINS & FRANKE, INC.	WHEEL ALIGNMENT - PD VEHICLE	\$ 60.00
		13-01488	HI-TECH OIL BLENDS, INC	OILS/LUBRICANTS - CENTRAL GAR.	\$ 1,722.00
		13-01491	CITY PAINT AND HARDWARE	MISC. SUPPLIES-CENTRAL GARAGE	\$ 44.07
		13-01566	FRED MORET	REIMBURSEMENT/PARTS PURCHASE	\$ 25.10
		13-01581	HOBOKEN LOCK & SUPPLY	LOCKS - CENTRAL GARAGE	\$ 136.00
		13-01670	N.J. DIVISION OF MOTOR VEHICLE	VEHICLE REGISTRATIONS	\$ 240.00
		ES PUBLIC PROPERTY	ICAPITAL	13-01390	VIP TO GO
IOPERATING	13-01324		ENVIRONMENTAL CLIMATE CONTROL	HEAT REPAIR CENTRAL GARAGE	\$ 419.00
	13-01419		TERMINIX	PEST CONTROL FIRE HEADQUARTERS	\$ 200.00
	13-01461		CITY PAINT AND HARDWARE	BUILDING MAINTENANCE 3/13	\$ 2,042.14
	13-01482		FCA LIGHTING	FIXTURES 2ND FL. CENTRAL GAR.	\$ 400.00
ES ROADS	IOPERATING	13-01465	CITY PAINT AND HARDWARE	SUPPLIES COUNTY WORKERS	\$ 2,033.64
ES SOLID WASTE	IOPERATING	13-01425	HUDSON COUNTY IMPROVEMENT AUTH	TONNAGE/DART CHARGES 3/13	\$ 201,670.73
		13-01427	CALI CARTING, INC.	SOLID WASTE/RECYCLING 4/1-4/30	\$ 128,333.33
HS BD OF HEALTH	ITRUST	13-01647	TREASURER, STATE OF NEW JERSEY	FIRST QUARTER BURIAL PERMITS	\$ 5.00
		13-01648	TREASURER, STATE OF NEW JERSEY	MARRIAGE LICENSE REPORT	\$ 1,200.00
HS CULTURAL AFFAIRS	IFEDERAL ITRUST	13-01135	VILLAGE VOICE MEDIA, INC.	ADVERTISEMENT - SPRING FEST.	\$ 1,500.00
		13-00815	KBZA MUSIC LLC	PERFORMANCE-SPRING FESTIVAL	\$ 500.00
		13-01026	ALL STAR RENTALS, INC.	TENT RENTAL - IRISH FESTIVAL	\$ 385.00
		13-01100	FCA LIGHTING	SOUND SYSTEM	\$ 275.00
		13-01229	MICHEAL DOUGHTY	PERFORMANCE SPRING FESTIVAL	\$ 8,500.00
		13-01441	FALLO, GERALDINE	REIMBURSEMENT SPRING FESTIVAL	\$ 6.58
		13-01448	ELIZABETH WEISS	GENERAL OFFICE ASSISTANCE	\$ 806.25
		13-01462	DANIEL MATOS	PERFORMANCE SPRINT FESTIVAL	\$ 1,000.00
		13-01468	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT 5K RUN	\$ 1,560.00
		13-01475	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 1,263.00
13-01477	GENUA MULLIGAN PRINTING CORP.	PROMOTIONAL POSTERS FOR FEST.	\$ 222.43		
13-01551	JOHN EDDIE	PERFORMANCE - SPRING FESTIVAL	\$ 2,000.00		
13-01557	THE DRUM DEN, LLC	DRUM RENTAL - SPRING FESTIVAL	\$ 235.00		

CITY OF HOBOKEN
 CLAIMS LISTING
 MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS CULTURAL AFFAIRS	ITRUST	13-01558	FALLO, GERALDINE	REIMBURSEMENT	\$ 328.47		
		13-01634	ANGELINA LEDESMA	OFFICE ASSISTANCE -SPRING FEST	\$ 126.00		
		13-01639	NEW YORK TIMES	AD - SPRING FESTIVAL	\$ 1,281.00		
HS DIRECTOR'S OFFICE	ICAPITAL	13-01047	BOSWELL ENGINEERING	POLICE HQ RENOVATIONS - HO467	\$ 684.00		
	IOPERATING	12-04341	THOMPSON CONSULTING SERVICES	DEBRIS MONITORING SERVICES	\$ 33,828.78		
		13-00645	PAV-CON CONSTRUCTION, INC.	CLEAN-OUT FLOOR DRAIN - CG	\$ 26,197.00		
		13-01219	ARCMATE MANUFACTURING	EZ REACHERS FOR PARKS	\$ 326.58		
HS PARKS	IO M FUND	13-01483	ZUIDEMA/ROYAL THRONE PORTABLE	ELEVATOR MAINTENANCE-CITY HALL	\$ 3,135.30		
	IOPERATING	13-01449	CITY PAINT AND HARDWARE	PORTABLE TOILET RENTAL-PIER A	\$ 300.00		
		13-01484	ZUIDEMA/ROYAL THRONE PORTABLE	PARKS MAINTENANCE SUPPLIES	\$ 221.69		
HS RECREATION	IFEDERAL	13-01484	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00		
		13-01640	NATIONAL PAL	REGISTRATION PAL CONFERENCE	\$ 395.00		
		13-01641	LEO PELLEGRINI	NATIONAL PAL CONFERENCE +	\$ 1,531.58		
		13-01675	HUNTERDON HOOSIERS	BATTLE OF BAYONNE	\$ 425.00		
		13-01676	HOOP GROUP	TEAM ENTRY	\$ 250.00		
		13-01677	ANDREW IMPASTATO	COACH - PAL BASKETBALL	\$ 400.00		
		IOPERATING	13-01230	STAN'S SPORT CENTER	EQUIPMENT - BABE RUTH BB	\$ 3,322.40	
		ITRUST REC FEES	12-03403	ANDREW IMPASTATO	SERVICES RENDERED - REFEREE	\$ 60.00	
			12-03650	ANDREW IMPASTATO	SERVICES RENDERED - REFEREE	\$ 60.00	
			12-04165	ANDREW IMPASTATO	Referee for Adult Basketball	\$ 90.00	
			13-01161	ANDREW IMPASTATO	REFEREE-ADULT BASKETBALL LGE.	\$ 120.00	
			13-01333	ANDREW IMPASTATO	REFEREE = ADULT BASKETBALL	\$ 120.00	
		PS FIRE	IOPERATING	13-01080	CITY PAINT AND HARDWARE	HOUSE SUPPLIES	\$ 613.36
				13-01337	FIRE FIGHTERS EQUIPMENT CO.	SCOTT PAK TESTING	\$ 385.43
13-01340	ABSOLUTE FIRE PROTECTION			LADDER 2 REPAIRS	\$ 15,273.84		
13-01343	SHORE SOFTWARE			ONLINE BACKUP	\$ 69.95		
13-01344	ABSOLUTE FIRE PROTECTION			LADDER 1 REPAIRS	\$ 781.45		
13-01443	INSTITUTE FOR FORENSIC			FITNESS OF DUTY	\$ 1,500.00		
13-01447	ASSET PROTECTION GROUP			BACKGROUND INVESTIGATIONS	\$ 22,998.40		
PS FIRE SAFETY	IFIRE ED	13-00443	CSC GROUP LLC	Glo-Jo	\$ 1,350.00		
PS POLICE	IOPERATING	12-03506	ESSEX COUNTY POLICE ACADEMY	TUITION FEES - CLASS II SLEO	\$ 16,000.00		
		12-04661	W.B. MASON CO., INC.	LATERAL FILE CABINET	\$ 643.88		
		13-00325	TYCO INTEGRATED SECURITY	QUARTERLY SERVICE PAYMENT	\$ 321.78		
		13-00361	INTAPOL INDUSTRIES	UNIFORMS DAMAGED BY HURRICANE	\$ 6,400.00		
		13-00584	DELL COMPUTER COMPANY	6 NEW COMPUTERS FOR PD	\$ 5,252.01		
		13-01077	EXECUTIVE BINDING SYSTEMS	BOOK BINDERS	\$ 931.46		
		13-01234	SIRCHIE FINGERPRINT LABORATORY	EVIDENCE BOXES	\$ 241.36		
		13-01235	ESTY SPECIALTY PROD., INC.	EVIDENCE BAGS	\$ 1,556.00		
		13-01236	PROCOMM SYSTEMS	DISPATCHER HEADSET	\$ 138.00		
		13-01242	JERSEY CITY POLICE DEPARTMENT	POLICE ASSISTANCE - MARCH 2ND	\$ 23,670.36		
		13-01259	TOWNSHIP OF WEEHAWKEN	POLICE ASSISTANCE - MARCH 2ND	\$ 1,837.20		

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	\$		
PS POLICE	IOPERATING	13-01296	STEVENS INSTITUTE OF TECH.	POLICE ASSISTANCE - MARCH 2ND	\$	3,998.08		
		13-01297	COUNTY OF HUDSON - DEPT OF	POLICE ASSISTANCE - MARCH 2ND	\$	7,769.70		
		13-01300	UNION CITY POLICE DEPT	POLICE ASSISTANCE - MARCH 2ND	\$	13,420.68		
		13-01321	PRESENTATION SYSTEM	LAMINATOR REFILL	\$	111.90		
		13-01545	ENTERPRISE CONSULTANTS	MONTHLY CONTRACT APRIL 13	\$	415.50		
		13-01549	ENTERPRISE CONSULTANTS	service	\$	860.00		
		13-01599	ADMIT COMPUTER SERVICES INC.	IMPACT/VCAD SYSTEM-ANNUAL	\$	40,545.00		
		13-01615	HOBOKEN MUNICIPAL COURT	TICKET	\$	92.00		
		13-01619	MOTOR VEHICLE COMMISSION	RESTORATION FEE	\$	100.00		
		13-01666	P.S.E.&G. COMPANY	UTIL ELEC - APRIL 2013 - HPD	\$	113.02		
		13-01540	SPA RESTAURANT	PRISONER MEAL	\$	7.50		
		13-00589	HARLEY DAVIDSON OF LONG BRANCH	POLICE MOTORCYCLES BID 13-03	\$	78,630.00		
		UNCLASSIFIED ELECTRICITY	IO M FUND	13-01665	P.S.E.&G. COMPANY	APRIL 2013 - PIER C	\$	261.97
			IOPERATING	13-01550	P.S.E.&G. COMPANY	ELECTRIC UTILITY - MARCH 2013	\$	883.94
	13-01559		SOUTH JERSEY ENERGY	ELECTRIC UTILITY - MARCH 2013	\$	8,227.19		
	13-01669		P.S.E.&G. COMPANY	ELECTRIC UTILITY - MARCH 2013	\$	30,772.14		
UNCLASSIFIED GASOLINE	IOPERATING	13-01672	EXXONMOBIL FLEET/GECC	GASOLINE FOR 4/13	\$	26,790.29		
UNCLASSIFIED INSURANCE	IOPERATING	13-00850	DOLORES M. MARZOCCA	MEDICARE PART B REIMBURSEMENT	\$	1,678.80		
		13-00871	GEORGIANA O'CONNOR	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01270	EUGENE R. FAILLA	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01326	ALICIA M SERINO	MEDICARE PART B REIMBURSEMENT	\$	499.50		
		13-01327	PHILIP L. CASTELLANO	MEDICARE PART B REIMBURSEMENT	\$	799.20		
		13-01328	DOLORES E. KOSBAB	MEDICARE PART B REIMBURSEMENT	\$	1,098.90		
		13-01329	DONALD SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01330	CATHERINE SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01451	FRANCIS A CASTELLANO	MEDICARE PART B REIMBURSEMENT	\$	1,098.90		
		13-01453	MICHAEL P. WLADICH, JR.	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01455	BARBARA A. MOSCA	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01456	ANTHONY L. MOSCA	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01457	GERTRUDE GREENE	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
		13-01458	TEOFILO OLIVIERI	MEDICARE PART B REIMBURSEMENT	\$	1,198.80		
UNCLASSIFIED STREET LIGHTING	IOPERATING	13-01667	P.S.E.&G. COMPANY	STREET LIGHTING - MARCH 2013	\$	47,955.91		
UNCLASSIFIED TELEPHONE	IOPERATING	13-01673	VERIZON	TELEPHONE SERVICES 3/13	\$	11,877.31		
		13-01674	NEXTEL COMMUNICATIONS	CELLULAR/RADIO SERVICE 3/13	\$	2,986.17		
Grand Total					\$	9,546,802.80		

CITY OF HOBOKEN
CLAIMS LISTING
MAY 1, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
Grand Total					\$ 9,547,291.80

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:

11-Apr-13	TO	24-Apr-13	Paydate	5/1/2013	
<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	3-01-20-105	8,774.37	0.00	0.00	8,774.37
MAYOR'S OFFICE	3-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	3-01-20-111	7,517.37	0.00	0.00	7,517.37
BUS ADMINISTRATOR	3-01-20-112	18,503.20	0.00	0.00	18,503.20
ABC BOARD	3-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	3-01-20-114	6,130.44	0.00	0.00	6,130.44
GRANTS MANAGEMENT	3-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE SICK PAY INCENTIVE	3-01-20-120	15,270.36 0.00	1,141.62 0.00	0.00 0.00	16,411.98 0.00
ELECTIONS	3-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE SICK PAY INCENTIVE	3-01-20-130	28,045.53 0.00	0.00 0.00	0.00	28,045.53 0.00
ACCOUNTS/CONTROL	3-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	3-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	3-01-20-145	8,640.68	0.00	0.00	8,640.68
ASSESSOR'S OFFICE SICK PAY INCENTIVE	3-01-20-150	11,854.31 0.00	0.00 0.00	0.00	11,854.31 0.00
CORPORATE COUNSEL	3-01-20-155	11,873.08	0.00	0.00	11,873.08
COMMUNITY DEVELOPMENT	3-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD SICK PAY INCENTIVE	3-01-21-180	5,849.83 0.00	178.45 0.00	0.00	6,028.28 0.00
ZONING OFFICER	3-01-21-186	4,899.12	0.00	0.00	4,899.12
HOUSING INSPECTION	3-01-21-187	5,923.33	257.88	0.00	6,181.21
CONSTRUCTION CODE STIPEND	3-01-22-195	21,783.57	0.00 0.00	0.00 0.00	21,783.57 0.00
POLICE DIVISION	3-01-25-241-011	532,966.42	19,211.45	0.00	552,177.87
POLICE CIVILIAN	3-01-25-241-016	30083.21	2,258.40	0.00	32,341.61
POLICE DIVISION CLASS II	3-01-25-241-015	1,360.00	0.00	0.00	1,360.00
WORKERS COMP		0.00	0.00	8,489.20	8,489.20
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
VACATION		0.00	0.00	0.00	0.00
CROSSING GUARDS SICK PAY INCENTIVE	3-01-25-241-012	14,380.59 0.00	0.00 0.00	0.00 0.00	14,380.59 0.00
EMERGENCY MANAGEMENT	3-01-25-252	16,615.83	0.00	96.15	16,711.98

<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	3-01-25-266	424,091.55	78,325.79	0.00	502,417.34
FIRE DIF (STRAIGHT TIME)		0.00	0.00	1,626.24	1,626.24
FIRE CIVILIAN	3-01-25-266-016	17,379.41	0.00	0.00	17,379.41
FIRE CIVILIAN - STIPEND		0.00	0.00	0.00	0.00
SICK PAY INCENTIVE			0.00	0.00	0.00
STREETS AND ROADS	3-01-26-291-011	24,413.72	0.00	0.00	24,413.72
WORKERS COMP		0.00	0.00	834.46	834.46
STREETS AND ROADS	3-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	3-01-26-290	4,020.33	0.00	0.00	4,020.33
RECREATION SEASONAL EMP	3-0128370016	4,568.75	0.00	0.00	4,568.75
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	747.50	747.50
CENTRAL GARAGE	3-01-26-301	5,687.74	1,079.38	0.00	6,767.12
SANITATION	3-01-26-305	18,117.11	5,423.88	0.00	23,540.99
LICENSING DIVISION	3-31-55-501-101	360.48	0.00	0.00	360.48
WORKERS COMP		0.00	0.00	943.30	943.30
HUMAN SRVCS DIR OFFICE	3-01-27-330	7,006.52	0.00	0.00	7,006.52
BOARD OF HEALTH	3-01-27-332	20,237.52	0.00	0.00	20,237.52
CONSTITUENT SRCS	3-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	3-01-27-336	12,936.44	66.03	0.00	13,002.47
RENT STABILIZATION	3-01-27-347	9,678.53	0.00	0.00	9,678.53
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
TRANSPORTATION	3-01-27-348	0.00	0.00	0.00	0.00
RECREATION	3-01-28-370	12,140.22	1,216.65	0.00	13,356.87
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
PARKS	3-01-28-375	16,455.20	0.00	0.00	16,455.20
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
PUBLIC PROPERTY	3-01-28-377	28,495.79	1,114.37	0.00	29,610.16
STIPEND		0.00	0.00	192.31	192.31
PUBLIC LIBRARY	3-0129-390-021	0.00	0.00	0.00	0.00
O & M TRUST	T-24-20-700-020	0.00	0.00	0.00	0.00
MUNICIPAL COURT	3-01-43-490	35,819.31	0.00	0.00	35,819.31
SICK PAY INCENTIVE		0.00	0.00	0.00	0.00
PARKING UTILITY	3-31-55-501-101	104,444.43	11,409.13	0.00	115,853.56
WORKERS COMP		0.00	0.00	560.00	560.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,616.76	0.00	2,616.76
TRUST - RECREATION ADULT PROG	T-03-40-000-108	540.00	0.00	675.00	1,215.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	203.43	0.00	203.43
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
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OTHER:

TRUST REC	TENNIS CLINIC	T-03-40-000-110	980.00	0.00	0.00	980.00
TRUST PAL		T-03-40-000-004	0.00	0.00	0.00	0.00
TRUST		T-03-40-000-105	0.00	0.00	0.00	0.00
CULTURAL AFFAI	AFFAIRS	3-01-271-760-11	3,381.91	0.00	0.00	3,381.91
SICK PAY INCENTIVE			0.00	0.00	0.00	0.00
SALARY ADJUSTMENT		3-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT		3-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.		T-03-40-000-006	0.00	0.00	52,752.00	52,752.00
HLTH INS EMP WAIV COMP		3-01-30-400-WVR	0.00	0.00	0.00	0.00
SALARY AND WAGES		3-01-46-870-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP		3-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL			1,517,705.07	124,503.22	67,073.08	1,709,281.37
						1,709,281.37

Introduced By: _____
Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO.:**

**RESOLUTION AUTHORIZING EXECUTION OF THE CITY OF
HOBOKEN SETTLEMENT AGREEMENT WITH THE URSA PARTIES**

WHEREAS, the City Administration and various parties collectively referred to as the “Ursa Parties” have negotiated an agreement by which the City and the Ursa Parties have agreed to resolve their legal issues concerning the Redevelopers Agreement dated as of October 18, 2000, with respect to portions of the Northwest Redevelopment Area; and

WHEREAS, the negotiated agreement is attached hereto, and has been approved by all other parties; and,

WHEREAS, the City of Hoboken has been advised that the presented settlement of this dispute is in the best interest of the City because it resolves legal issues which are of uncertain outcome if litigated, and provides substantial benefits to the City; and,

WHEREAS, the City Council wishes to approve the attached settlement agreement and authorize its execution in resolution of the matter Ursa Development Group, LLC et al. v. City of Hoboken, et al., known as Docket No. HUD-L-6449-11 (N.J. Sup. Ct. Law Div.). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and Release.

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

1. The Mayor is hereby authorized to execute a Settlement Agreement and Release between the Hoboken Parties and the Ursa Parties, in the form attached hereto or in a form substantially similar thereto, for purposes of resolving the matter Ursa Development Group, LLC et al. v. City of Hoboken, et al., known as Docket No. HUD-L-6449-11 (N.J. Sup. Ct. Law Div.). The Mayor is authorized to agree to changes to the form of Settlement Agreement and Release which do not decrease the consideration to or materially increase the obligations of the Hoboken Parties.
2. The Mayor, staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent and to consummate the settlement agreement, including but not limited to execution and delivery of Certificates of Completion for the Block 114 Project, the 1100 Jefferson Project, the 1101 Madison Project, and the Block 104 Property, in accordance with the terms, and subject to the conditions of, the Settlement Agreement and Release.
3. This Resolution shall be effective immediately.

Meeting Date: May 1, 2013

REVIEWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT BETWEEN MCCOURT AND
THE CITY OF HOBOKEN ET AL., AND TAKING ALL ACTION IN ACCORDANCE
THEREWITH INCLUDING, WITHOUT LIMITATION, EXECUTING THE AGREEMENT AND
ENTERING THE FORMAL AGREEMENT ON THE RECORD**

WHEREAS, the City of Hoboken is currently involved in settlement negotiations in the matter of McCourt v. City of Hoboken et al.; and,

WHEREAS, the Parties have agreed to settle the matter in accordance with the attached settlement agreement; and,

WHEREAS, the City’s Special Counsel has advised, and the Council accepts such advice, that it is in the best interest of the City to settle the matter under the attached terms.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council consents to the execution of the Settlement Agreement, as attached or in a substantially similar form without substantive changes, by the Administration, and consents to all action taken by the Administration in accordance with the terms of said Agreement,.

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: May 1, 2013

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION APPROVING SJP'S MITIGATION PLAN AND REQUEST FOR A
CONSTRUCTION NOISE WAIVER IN ACCORDANCE WITH HOBOKEN CODE
SECTION 133-9(C)**

WHEREAS, according to the City of Hoboken's Code § 133-9(C), "[a]ll construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m., and 8:00 a.m. on weekdays or at any time during weekends and federal holidays. Work crews may be on site between 7:00 a.m. and 8:00 a.m. to do preparatory work, but no motorized equipment, including but not limited to pile drivers, jackhammers, riveters, stone breakers, cranes, earthmoving equipment, compressors, saws and cutting equipment, and any other such equipment that is plainly audible beyond the real property line, shall be operated before 8:00 a.m. Work may take place after hours and on weekends only with express authorization from the approving Board and only after a noise mitigation plan has been submitted to that Board"; and,

WHEREAS, on April 17, 2013, SJP's construction engineer for their construction project at Block 231.3, Lots 1 & 2, forwarded a letter to Quentin Wiest, Business Administrator, requesting a construction noise waiver in accordance with Hoboken Code § 133-9(C) to perform construction activities on Saturdays between May 2013 and July 2014; and,

WHEREAS, as a result of SJP's request for a waiver of the prohibition on construction activities on Saturdays, the City Council of the City of Hoboken, as the Redevelopment Agency which originally granted approval of this construction, has the obligation to consider the request for a construction noise waiver for Saturday work pursuant to Hoboken Code § 133-9(C); and,

WHEREAS, the City Council, as the redevelopment agency deemed with the task of considering the within waiver request, is authorized to add conditions to any grant of the waiver based on its finding and investigation of the request, if the City Council believes such conditions are necessary and proper to protect the quality of life and/or the safety, health and general welfare of the residents and visitors of the City of Hoboken.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council hereby accepts receipt of SJP's request for a construction noise waiver and accompanying noise mitigation plan; and,

BE IT FURTHER RESOLVED, that the City Council approves SJP's request for a construction noise waiver for construction by Pavarini McGovern LLC at Block 231.3, Lots 1 & 2 (commonly known as 221 River Street Hoboken) as follows:

1. The contractor herein may conduct construction activity, in addition to the City's codified hours, on Saturdays from 10:00am until 5:00pm in accordance with their submitted Noise Mitigation Plan (attached hereto) from May 4, 2013 through July 19, 2014, subject to the following conditions:
 - a. By utilizing the within waiver, both the contractor and property owner agree to indemnify and hold the City of Hoboken and its officers, employees and agents harmless from any and all claims which relate in any way to this waiver, whether in law or at equity, whether in tort, contract or otherwise.

- b. Any and all work done on Saturdays in accordance with waiver shall in all other ways comply with the City Code and any and all county, state or federal laws. This waiver shall not be intended to waive any other requirements of the City's Noise Ordinance or any other sections of the City Code.
- c. Any heavy equipment utilized during Saturday work shall have manufacturers' sound muffler systems utilized.
- d. Any tie back drill riggers shall utilize water instead of air compressors.
- e. Steel sheeting shall be utilized to act as a sound barrier for all work within the excavation portion of the project.
- f. ...

- g. ...

- h. ...

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Reviewed:

Approved as to Form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Meeting Date: May 1, 2013

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

Saturday Construction Noise Mitigation Plan

I. CONTACT INFORMATION

Responsible Party: Pavarini McGovern LLC

Block: 231.3

Lots: 1 and 2

Address: 221 River Street, Hoboken NJ 07030

Contact Phone Number of Responsible Party: (212) 907-0900

II. CONSTRUCTION SCHEDULE AND EQUIPMENT

1. Excavation Construction

Duration: April 2013 to May 2013

Anticipated equipment: track excavators, trucking, line drilling through alluvial soil for the tiebacks (see Note 2 in Noise Mitigation Measures), compressors, and electric pumping.

2. Foundation Construction

Duration: May 2013 to September 2013

Anticipated equipment: track excavators, trucking, line drilling for tiebacks, compressors, electric pumping, pile drivers, and cranes.

3. Superstructure Construction

Duration: August 2013 to January 2014

Anticipated equipment: cranes, electric pumping, compressors, and trucking.

4. Façade and Interior Construction

Duration: January 2014 to July 2014

Anticipated equipment: cranes and trucking. Majority of work will be performed inside the structure during this phase.

III. ADDITIONAL INFORMATION

Normal Work Hours 8:00AM - 6:00PM

Dept. of Building Permit Number:

Port Authority application HWD 0058.01, 0058.02, 0058.03.01, 0058.03.02 & 0058.03.02S

IV. NOISE MITIGATION MEASURES

1. Heavy equipment has manufacturers' muffler systems.
2. Tie back drill riggers utilize water and not air compressors.
3. Steel sheeting will act as sound barrier for work within the excavation.

17 April 2013

Quentin Wiest
Business Administrator
City of Hoboken
94 Washington St.
Hoboken, NJ 07030

**Re: Waterfront Corporate Center Block B
Construction on Saturdays – Noise Mitigation Plan
Block 231.3 Lots 1 and 2
Hoboken, New Jersey**

Dear Mr. Wiest:

As we discussed during our meeting at your office on 15 April 2013, we are writing to respectfully request the City's approval to perform construction activities on Saturdays for the Block B project at 221 River Street. As stated in our original Saturday work request letter dated 15 March 2013, Saturday construction has become necessary to ensure the project meets the construction milestones required in the lease agreement with the anchor tenant, Pearson Education. The project is currently behind schedule to meet these milestones.

The City's noise ordinance (Section 133-9C) permits construction on weekends if authorized by the approving Board after a noise mitigation plan has been submitted. A Noise Mitigation Plan, which details the proposed Saturday construction activities and noise reduction measures to be implemented on the project site, has been enclosed. The applicable portion of the noise ordinance is cited in the 15 April 2013 letter from Mayor Zimmer to Marc DePaul from Pavarini McGovern (the project general contractor), and provided below:

"All construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m. and 8:00 a.m. on weekdays or at any time during weekends and federal holidays. Work crews may be on site between 7:00 a.m. and 8:00 a.m. to do preparatory work, but not motorized equipment, including but not limited to pile drivers, jackhammers, riveters, stone breakers, cranes, earthmoving equipment, compressors, saws, and cutting equipment, and any other such equipment that is plainly audible beyond the real property line, shall be operated before 8:00 a.m. Work may take place after hours and on weekends only with express authorization from the approving Board and only after a noise mitigation plan has been submitted to that Board. At all other times, the limits set forth in Tables I, II, or III do not apply. All motorized equipment used in construction and demolition activity shall be operated with a muffler and/or sound reduction device."

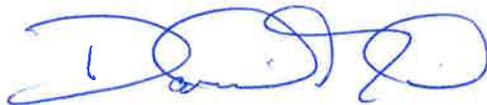
In addition, we would like to address a statement from Mayor Zimmer's 15 April 2013 letter stating that the project contractor has received repeated notices from the City regarding noise complaints. We understand from the contractor that they have received one verbal notice to date from the City, which occurred in February and resulted from emergency electric work being performed by PSE&G on River Street. There have been no other notices provided to the contractor by the City.

As required by the ordinance, please find enclosed our Noise Mitigation Plan. We are willing to meet with your office to review the details of the proposed Saturday work and the Noise Mitigation Plan to ensure compliance with your requirements. Additionally, we agree to pay for City police officers to be present on the site on Saturdays.

Please let us know the next steps for Board approval. Working on Saturdays is critically important to the schedule of this project. We acknowledge and respect the City's desire to protect the quality of life of its community; however, we believe the enclosed noise mitigation plan can ensure that this quality of life is preserved. We trust that you will find the proposed mitigation measures satisfactory and look forward to resolving this matter with your office.

Sincerely,

Langan Engineering and Environmental Services, Inc.



Daniel Miola, P.E., LEED AP
Senior Project Manager

cc: Steve Pozycki, SJP
David Welch, SJP
Doug Allen, SJP
Grant Eula, SJP
Mark DePaul, Pavarini McGovern
Mike Criscola, Crisdell
Mayor Zimmer, Hoboken
Jon Tooke, Hoboken

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

**RESOLUTION APPOINTING DAVID CORRIGAN, ESQ. AS EXPERT
WITNESS FOR THE CITY OF HOBOKEN IN THE MATTERS OF
ANDRIANI V. CITY OF HOBOKEN, AND AUTHORIZING A
PROFESSIONAL SERVICE CONTRACT WITH DAVID CORRIGAN,
ESQ. FOR SAID SERVICES FOR A ONE (1) YEAR TERM TO
COMMENCE ON MAY 1, 2013 AND TERMINATE ON APRIL 30, 2014
WITH A NOT TO EXCEED AMOUNT OF \$7,500.00**

WHEREAS, the City of Hoboken requires the services of an expert witness in the Andriani v. City of Hoboken matters; and,

WHEREAS, David Corrigan, Esq.'s request for payment for services was submitted and reviewed without being compliant with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), which requires competitive negotiation for Professional Service contracts; and,

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

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

WHEREAS, the City Council hereby authorizes to the award of a contract to David Corrigan, Esq. for services as an expert witness in the Andriani v. City of Hoboken matters with an appropriation in the amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00);

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$7500.00 is available in the following appropriation _____ in the temporary CY2013 appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the full council concurring*) that the City Council of the City of Hoboken, County of Hudson, hereby awards a contract to David Corrigan, Esq. for services as expert witness in the Andriani v. City of Hoboken matters for a one year term to commence May 1, 2013 and expire April 30, 2014, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00); and,

BE IT FURTHER RESOLVED David Corrigan, Esq. shall be considered a per-diem non-employee, shall be entitled to \$275.00 per court session in lieu of any and all other fees and benefits; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

BE IT FURTHER RESOLVED that this appointment and accompanying contract be for a one (1) year term to commence on May 1, 2013 and expire on April 30, 2014; and,

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

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

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

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

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

RESOLUTION AUTHORIZING THE LOCATION OF THE DOWNTOWN HOBOKEN FARMERS' MARKET ON TUESDAYS DURING THE MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER.

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the east side of Washington Street between Newark Street and Observer Highway; and

WHEREAS, the Hoboken Farmers' Market will take place every Tuesday, beginning June 25, 2013 and ending Tuesday, November 18, 2013; and

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Washington Street just south of Newark Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. 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 receive the intent and purpose of this resolution.
3. The parking meters along the East side of Washington Street just South of Newark Street are hereby suspended on every Tuesday from 12:00 P.M. to 9:00 P.M. beginning Tuesday, June 25, 2013 and ending Tuesday, November 18, 2013.
4. The sidewalk along the East side of Washington Street between Newark Street and Observer Highway shall be cleared of loiterers every Tuesday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Tuesday, June 25, 2013 and ending at 9:00 P.M. on Tuesday, November 18, 2013.
5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
6. A certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Business Administrator Quentin Wiest, Director Jon Tooke, and Director John Morgan.

This Resolution shall take effect immediately.

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLUTION AUTHORIZING THE LOCATION OF THE 2013 UPTOWN FARMERS' MARKET ON THURSDAYS DURING THE MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER AND OCTOBER

WHEREAS, the Quality of Life Coalition of Hoboken and the City of Hoboken is sponsoring a farmers' market along the east side of Hudson Street between 13th and 14th Streets; and

WHEREAS, a sponsor, manager, vendors and their liability coverage will be determined and submitted prior to the Market's opening day, the Uptown Farmers' Market will take place every Thursday, beginning June 6, 2013 and every Thursday thereafter ending no earlier than Thursday October 31, 2013; and

WHEREAS, the City of Hoboken request that the Council of the City of Hoboken suspend parking rules on that section of the east side of Hudson Street between 13th and 14th Streets so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The Police Division shall enforce this regulation.
4. A certified copy of this resolution is provided to Mayor Dawn Zimmer, Director Leslie Shenkler, Police Chief Anthony Falco, Fire Chief Richard Bloom, Superintendent Joseph Bucino, Central Garage Supervisor William DeAngelo, and Ian Sacs, P.E., Director, Parking Utility.

This Resolution shall take effect immediately.

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				

David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

UPTOWN HOBOKEN FARMERS' MARKET REGULATIONS

PURPOSE: The Uptown Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to downtown areas. The Uptown Hoboken Farmers’ Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application
Market Fees -\$35/day

LOCATION/TIME: The market will operate on Hudson St. between 13th and 14th Sts. Arrive at least one-half hour before to set up. No sales will occur before 3:00 PM and breakdowns should be completed no later than 8:00 PM

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. **When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on Hudson St. between 13th and 14th Sts. The Uptown Hoboken Farmers’ Market will not be held responsible for parking violations of a second vehicle.**

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor’s recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address.**

Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Uptown Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at the Uptown Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement *and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.*

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement which must be received by April 15, 2009. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the **Crop Plan Form** or the **Purchased Product Request Form**.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

1. The product is purchased directly from another New Jersey farm operation where it was grown.
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity *and quality* of that product in the market to satisfy demand during the specified time period. *Sales of purchased items will be allowed only after growers of the crop has been sold out.*
3. A maximum of 1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops) (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. **Purchased items**

must be identified as such at the market by indicating the farm name and location where they were bought.

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice.* *Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and /or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: **One violation** - a warning letter issued and/or suspension from the market(s) *where the violation was found* for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Re-application to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

Uptown Hoboken Farmers' Market
Julie Harari
202 11th Street
Hoboken, NJ 07030

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING ST. ANN'S CHURCH TO CONDUCT ITS 103RD
ANNUAL FESTIVAL

WHEREAS, St. Ann's Church has requested permission to conduct its annual Feast in Honor of St. Ann from Thursday, July 24th through Thursday, July 28th, 2013; and

WHEREAS, St. Ann's Church has indicated on the attached agenda and its requirements to successfully conduct the Feast as follows:

1. To have a procession with the Statue of St. Ann through the streets of Hoboken
2. To erect a bandstand at the corner of 7th and Jefferson Streets and one in their courtyard.
3. To have electrical illumination and decorations in the Church area
4. To erect concession stands for vendors of food, novelties, games & rides in the Church area
5. To have music and entertainment on the bandstands
6. To close streets to traffic as outlined in the attached diagram, on the following days and hours:

Wednesday, July 24th through Thursday, July 25th from 6:00 pm through 11:00 pm

Friday, July 26th from 11:00 am through 11:00 pm

Saturday, July 27th and Sunday, July 28th from 1:00 pm through 11:00 pm

7. To have rides on Madison Street – between 7th and 8th Streets
8. To have the streets cleared of all vehicles, per enclosed diagram, from Tuesday, July 23rd at 8:00 am through Monday, July 29th at 8:00 pm so that we may do the following:

Put trailers into place

Erect rides

Set-up vendor booths

Clean up after festival

9. To place the festival banners on city poles along Washington Street
10. To clear street in the alcove in front of the Citadel Condominiums at the corner of 7th & Jefferson Streets on Tuesday, July 23rd at 6:00 am in order for the bandstand to be erected

RESOLVED, that the Council for the City of Hoboken agrees to allow St. Ann's Church permission to conduct its 103rd annual Feast in honor of St. Ann in accordance with the Whereas clauses herein, subject to St. Ann's Church providing the City Administration with (1) a Certificate of Insurance in the amount of at least \$1,000,000.00 per occurrence, naming the City of Hoboken and its officers agents and elected officials as additional insured and including a thirty (30) day notice of cancellation to the City of Hoboken c/o Corporation Counsel, and (2) a fully executed Indemnity and Hold Harmless Agreement in favor of the City, the substance of which shall be approved by the Corporation Counsel. These documents shall be **conditions precedent** to the City's approval of the within Agenda and any action taken by the City thereunder.

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

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

Church of St. Ann

St. Ann's Square - 7th & Jefferson Streets
Hoboken, New Jersey 07030
Phone: (201) 659-1114 - FAX (201) 659-1416

April 8, 2013

The Honorable Mayor Dawn Zimmer and
Members of the Hoboken City Council
City Hall
Newark & Washington Streets
Hoboken, NJ 07030

Dear Mayor Zimmer and Members of the City Council:

Plans for our 103rd Annual St. Ann's Italian Festival - Wednesday, July 24th through Sunday, July 28th, are underway. It is for this annual event that we are once again respectfully requesting permission for the following:

1. To have a procession with the Statue of St. Ann through the streets of Hoboken
2. To erect a bandstand at the corner of 7th & Jefferson Streets and one in our courtyard
3. To have electrical illumination and decorations in the Church area
4. To erect concession stands for vendors of food, novelties, games and rides in the Church area
5. To have music and entertainment on the bandstands
6. To close streets to traffic as outlined in the attached diagram, on the following days and hours:

Wednesday, July 24th through Thursday, July 25th from 6:00 pm through 11:00 pm

Friday, July 26th from 11:00 am through 11:00 pm

Saturday, July 27th and Sunday, July 28th from 1:00 pm through 11:00 pm

7. To have rides on Madison Street - between 7th and 8th Streets
8. To have the streets cleared of all vehicles, per enclosed diagram, from Tuesday, July 23rd at 8:00 am through Monday, July 29th at 8:00 pm so that we may do the following:

Put trailers into place
Erect rides
Set-up vendor booths
Clean up after Festival

9. To place festival banners on city poles along Washington Street
10. To clear street in the alcove, in front of the Citadel Condominiums at the corner of 7th & Jefferson Streets on Tuesday, July 23rd at 6:00 am in order for the bandstand to be erected.

Thank you for your consideration in all of the above and I await your approval. With best regards, I remain

Sincerely yours,

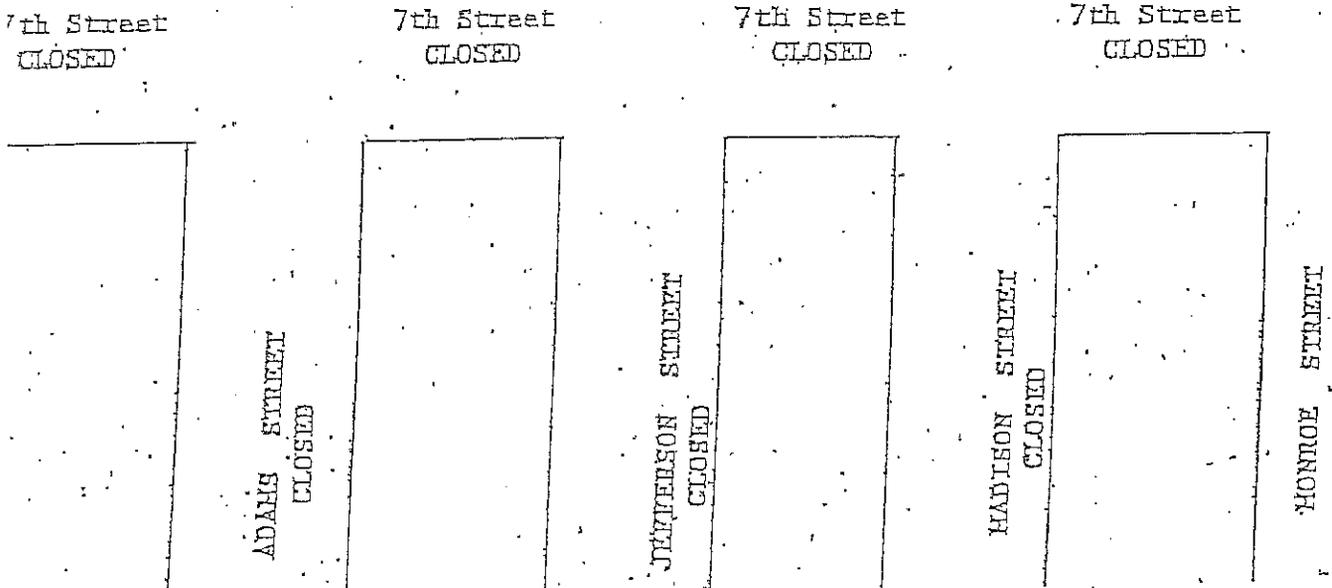
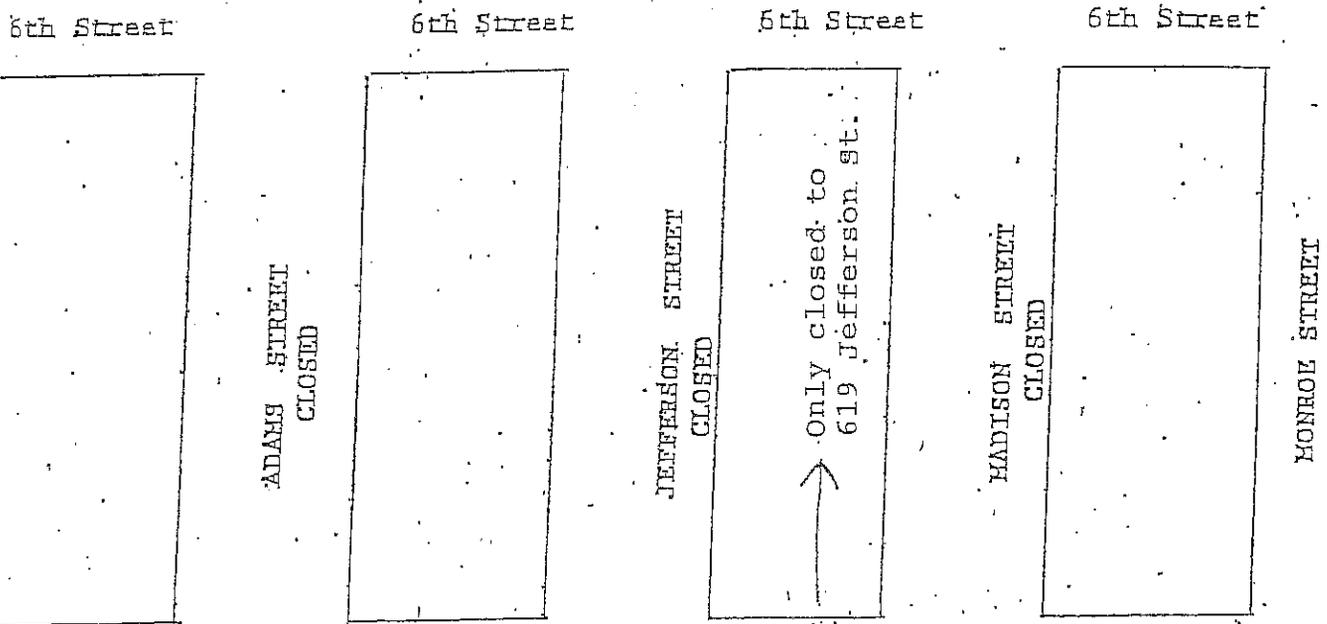
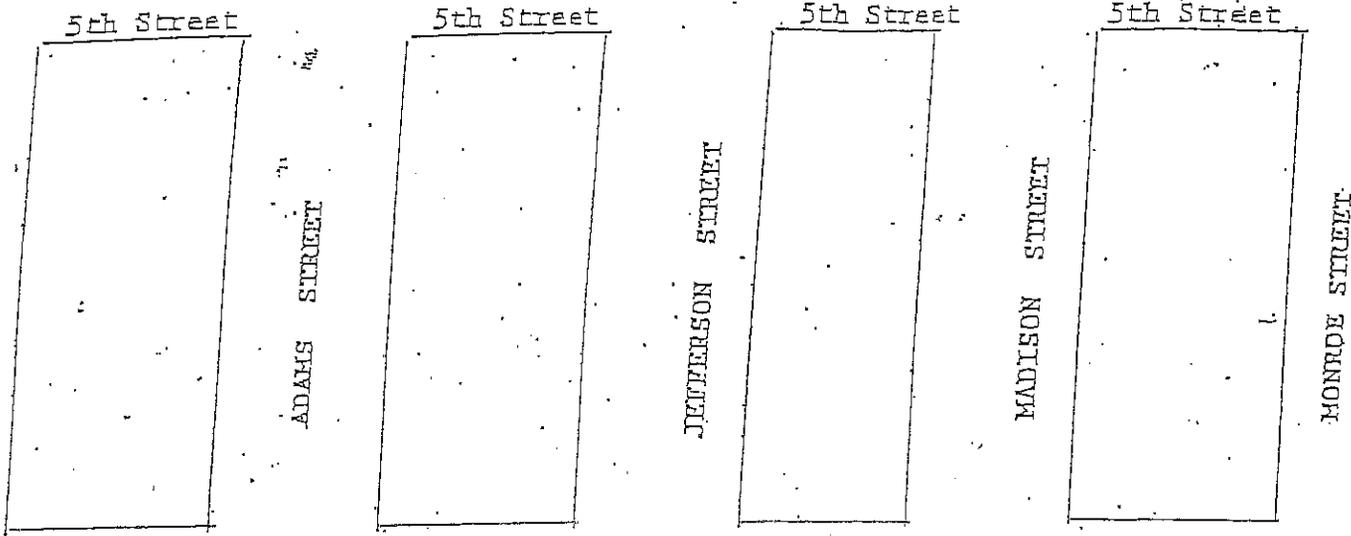


Fr. Remo DiSalvatore, O.F.M. Cap.
Pastor

Enclosure

cc: James Farina - City Clerk
Anthony P. Falco, Sr. - Chief of Police
R. Blohm - Fire Chief
John Morgan - Director - HPU

CLOSING OF STREETS FOR ST. ANN'S ITALIAN STREET FESTIVAL—JULY 24 - 28



Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. ____**

RESOLUTION SUPPORTING THE ANNUAL “MEMORIAL DAY PARADE”

WHEREAS, the Hoboken Memorial Day Parade is the oldest in the State of New Jersey; and

WHEREAS, this year marks the 115th continuance year of marching to honor those men and woman who made the ultimate sacrifice for their Country; and

WHEREAS, the Hoboken Joint Memorial Committee who organize the Memorial Day Parade have indicated on the attached correspondence its requirements to successfully conduct the parade as follows:

1. The Parade Committee proposes the date May 22nd, 2013 at 6:30 p.m.
2. The Parade Committee proposes no parking on both sides of Washington Street from Observer Highway to First Street from 2:00 p.m. to 8:00 p.m..
3. The Parade Committee would also propose no parking on both sides of Washington Street from Tenth Street to Eleventh Street from 12:00 p.m. to 9:00 p.m..
4. The parade route will proceed north on Washington Street to Eleventh Street.
5. A reviewing stand will be located at 1005 Washington Street (“Elks Club”)

RESOLVED, that the Council for the City of Hoboken agrees to allow the Hoboken Joint Memorial Committee permission to conduct its annual “Memorial Day Parade along Washington Street, and requests the Administration, Department of Transportation, and Department of Public Safety take any and all steps necessary to effectuate this parade.

BE ADVISED, the entire parade route needs to be shut down from Hudson on Washington and Bloomfield on to Washington during the parade for the safety of the parade watchers

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

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

Introduced By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION APPOINTING TEN INDIVIDUALS AS
CLASS II SPECIAL LAW ENFORCEMENT OFFICERS
FOR THE CITY OF HOBOKEN**

WHEREAS, N.J.S.A. 40A:14-146.10 permits municipalities to appoint certain classes of special law enforcement officers; and

WHEREAS, Chapter 59 of the Code of the City of Hoboken establishes the position of Class II Special Law Enforcement Officer; and

WHEREAS, the City of Hoboken wishes to appoint the following individuals as Class II Special Law Enforcement Officers: (i) Cynthia Rivera; (ii) Marc Lombardi; (iii) Christian Roman; (iv) Omar Navarro; (v) Justin DiGuglielmo; (vi) Kyle Seper; (vii) Edward White; (viii) Anthony Rutkowski; (ix) Kevin Rivera; and, (x) Shaun Ploth; and

WHEREAS, a resolution from the City Council of the City of Hoboken is necessary to sponsor these Class II special law enforcement officers so they may attend a police academy to obtain the training, education and certification needed for this position; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the following individuals are hereby appointed Class II Special Law Enforcement Officers for the City of Hoboken: (i) Cynthia Rivera; (ii) Marc Lombardi; (iii) Christian Roman; (iv) Omar Navarro; (v) Justin DiGuglielmo; (vi) Kyle Seper; (vii) Edward White; (viii) Anthony Rutkowski; (ix) Kevin Rivera; and, (x) Shaun Ploth; and

BE IT FURTHER RESOLVED that these appointees are hereby sponsored by the City of Hoboken to attend the Essex County Police Academy in Cedar Grove, New Jersey:

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Date of Meeting: May 1, 2013

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO FINE WALL CORPORATION FOR THE PROVISIONS OF REHABILITATION OF THE HOBOKEN FIRE HOUSE HEADQUARTERS (NON-SANDY RELATED REHAB) IN ACCORDANCE WITH THE CITY'S BID NO. 12-14 IN THE TOTAL AMOUNT OF \$64,500.00

WHEREAS, proposals were received for Bid Number 12-14 for the provisions of Non-Sandy related Rehabilitation of the Hoboken Fire House Headquarters; and,

WHEREAS, Two (2) bid proposal was received in good stead which were considered responsible and responsive:

<u>VENDOR</u>	<u>TOTAL AMOUNT PROPOSED</u>
Fine Wall Corp. Iselin, New Jersey 08830	\$64,500.00
Adamo Brothers Construction Ridgefield Park, New Jersey 07657	\$71,100.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the goods specified in Bid No. 12-14, and Fine Wall Corp. submitted a responsible, and responsive bid in the amount of \$64,500.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$64,500.00 is available in the following appropriation C-04-60-711-340 in the Capital Budget of CY2013; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

- A. This resolution awards a contract to Fine Wall Corp. for Bid No. 12-14, in the total amount of Sixty Four Thousand Five Hundred Dollars (\$64,500.00). This award is subject to Fine Wall Corp. providing the City of Hoboken with a properly executed substantively acceptable Bidder's Safety Acknowledgement form as a **condition precedent** to the City executing and entering into the actual contractual agreement.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of award, whether due to the vendor's failure to provide the Bidder's Acknowledgement form or otherwise, then this award shall lapse and the City of

Acknowledgement form or otherwise, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.

- C. The contract shall be in accordance with the terms of the specifications and the vendor’s corresponding bid proposal documents. No exceptions were noted in the City Engineer’s recommendation; therefore, none will be accepted in performing obligations under the bid.
- D. The performance bond and maintenance bond, as described in the bid specifications, shall be material terms of this agreement.
- E. This agreement is subject to liquidated damages, as described in the bid specifications.
- F. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the contractor, subject to the conditions of this award.
- G. This resolution shall take effect immediately upon passage.

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa Longo
 Corporation Counsel

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



April 24, 2013

Mr. Leo Pellegrini
Director of Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Rehabilitation of Hoboken Firehouse Headquarters
Bid No. 12-14
City of Hoboken
Hudson County, New Jersey
Our File No. HO-468A

Dear Mr. Pellegrini:

On April 23, 2013, the City of Hoboken (City) received two (2) bids for the *Rehabilitation of Hoboken Firehouse Headquarters* project. As you are aware the construction costs for this project are being funded by the City. The following is a summary of the two (2) bids:

<u>Bidder</u>	<u>Bid Amount</u>	
Fine Wall Corporation 1404 Oak Tree Road, Suite 204 Iselin, New Jersey 08830	\$64,500.00	Total Base Bid Price
Adamo Brothers Construction 1033 Alexander Avenue Ridgefield, New Jersey 07657	\$71,100.00	Total Base Bid Price

A summary of the bids received is attached, as well as a tabulation of unit costs for bidders. Boswell McClave Engineering reviewed all bid documentation submitted and provides the following comments:

Bid Documentation

Fine Wall Corporation

Fine Wall Corporation appears to have the following discrepancies:

- The Bidder's Safety Acknowledgement form is neither completed nor signed.

Adamo Brothers Construction

Adamo Brothers Construction appears to have the following discrepancies:

- The Nuclear-Free Hoboken Ordinance does not indicate whether the company does or does not engage in the production of nuclear weapons or components (a designation is not circled).

Apparent Low Bid

Fine Wall Corporation submitted the apparent lowest responsible bid in the total amount of \$64,500.

Recommendation

It is our understanding that the City of Hoboken has adequate funding to award this project. Therefore, Boswell McClave Engineering recommends that this contract be awarded to Fine Wall Corporation in the amount of \$64,500.00. Prior to the execution of said contract Fine Wall Corporation must complete and submit the Bidder's Safety Acknowledgement form referenced as a bid documentation deficiency above.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.
City Engineer Representative

JAP/REM/ajf
Attachment

cc: Corporation Counsel, City of Hoboken
Purchasing Department, City of Hoboken

BOSWELL McCLAVE ENGINEERING
 330 Phillips Avenue
 South Hackensack, NJ 07606

BID SUMMARY
BID NO. 12-14 REHABILITATION OF HOBOKEN FIREHOUSE HEADQUARTERS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-468A
RE-BID (MARCH 13, 2013)

BID DATE: April 23, 2013

TIME: 11:00 A.M.

Fine Wall Corporation 1404 Oak Tree Road Suite 204 Iselin, NJ 08830 732-283-8210 732-283-1221 FAX	Adamo Brothers Construction 1033 Alexander Avenue Ridgefield, NJ 07657 201-945-0064 201-945-0818 FAX
---	--

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Mobilization	L.S.	1	\$ 6,500.00	\$ 6,500.00	\$ 9,700.00	\$ 9,700.00
2	Reconstructed Parapet Wall	S.F.	625	\$ 40.00	\$ 25,000.00	\$ 70.00	\$ 43,750.00
3	Roof System Repair	S.F.	700	\$ 25.00	\$ 17,500.00	\$ 10.00	\$ 7,000.00
4	Remove and Replace Stucco	S.F.	500	\$ 20.00	\$ 10,000.00	\$ 15.00	\$ 7,500.00
5	Safety Chain	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	Inclined Metal Ladder	L.S.	1	\$ 4,500.00	\$ 4,500.00	\$ 2,150.00	\$ 2,150.00
Total Base Bid Items					\$ 64,500.00		\$ 71,100.00
* Denotes a difference in amount							

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

April 23, 2013

Subject: BID OPENING – 12-14 (Re – Bid) – Rehabilitation of Firehouse Headquarters

Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on April 23, 2013 at 11:00 AM. The following personnel were present during the opening:

AL Dineros	- Purchasing Agent
Jennifer Mastropietro	- Buyer
Amanda Seguinot	- Purchasing Clerk
Jerry Lore	- Deputy Clerk
Chris Baldwin	- Assistant Comptroller
Rebecca Mejia	- Boswell McClave Engineering

The following bids were received:

- | | | |
|--|----------|----------------|
| 1. Fine Wall Corporation.
Iselin, NJ | Base Bid | - \$ 64,500.00 |
| 2. Adamo Brothers Construction
Ridgefield, NJ | Base Bid | - \$ 71,100.00 |

NOTE: This result is un-official, all submitted documents are under review by Boswell McClave Engineering, Corporation Counsel and myself. The Governing Body will award the contract within 60 days upon completion of the review process.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TURN OUT FIRE & SAFETY, INC. TO PURCHASE FOURTEEN SETS OF PERSONNEL PROTECTIVE EQUIPMENT FOR THE HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH STATE CONTRACT T0046/A78923 IN THE TOTAL AMOUNT OF \$38,500.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Turn Out Fire & Safety, Inc. has been approved as a State Contractor pursuant to Contract Number T0046/A78923; and,

WHEREAS, the Hoboken Fire Department requires 14 sets of personnel protective equipment, which includes turn out coats, pants and suspenders, for its new recruits; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the goods specified pursuant to State Contract T0046/A78923; and

WHEREAS, Turn Out Fire & Safety, Inc. has provided the City with a quotation dated April 8, 2013 for \$2,750.00 per set of personnel protective equipment, for a total quotation of \$38,500.00, a copy of which is attached hereto;

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$38,500.00 is available in the following appropriation 3-01-44-901-003 in the CY2013 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the goods described in its April 8, 2013 Quotation to the Hoboken Fire Department, which is attached hereto, at cost not to exceed those listed in the Quotation, and for a total not to exceed amount of Thirty Eight Thousand Five Hundred Dollars (\$38,500.00), as follows:

1. The above recitals are incorporated herein as thought fully set forth at length.

2. 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.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

Turn Out Fire and Safety, Inc.
 3468 Kennedy Boulevard
 Jersey City, New Jersey 07307

Meeting date: May 1, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
 Business Administrator

Mellissa Longo
 Corporation Counsel

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

TURNOUT FIRE/SAFETY
3468-KENNEDY BLVD

JERSEY CITY, NJ 07307

Q U O T A T I O N

Turnout gear new recruits

Quote Date:	Quote#	Page
4/08/13	130269	1

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HOBOKEN FIRE DEPT
201 JEFFERSON STREET
HOBOKEN, NJ 07030

S
H
I
P

HOBOKEN FIRE DEPT
201 JEFFERSON STREET
HOBOKEN, NJ 07030

(201) 420-2259 01

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
HOBFD	04	QUOTE	UPS/RPS G	NET 30 DAYS	

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4099990000	40	MISC TURN CUT GEAR TURN OUT COATS/PANTS/SUSPENDERS	14	0	14	2750.00		2750.00	38500.00

NJ ST CNT A80947,A80948,A80953,A81360,A81329,A78923
PLS PROCESS 4 PAYMENT. WWW.TURNOUTUNIFORMS.COM

SUBTOTAL	38500.00
SALES TAX	0.00
TOTAL QUOTATION	38500.00

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: April 19, 2013
To: Corporation Counsel, City of Hoboken
From: Al B. Dineros
Subject: **Request for a Resolution to Award the Contract to Purchase Personnel Protective Equipment (PPE) for Firefighters**

Fire Chief Richard Blohm needs to purchase PPE for new recruits for the Hoboken Fire Department.

The following is the list of equipment and total amount of the contract:

	QTY	Unit Price	Total Price
Miscellaneous Gear			
Turn Out Coats,	14 Sets	\$2,750.00	\$ 38,500.00
Pants and suspenders			

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract T0046/A78923. The vendor will be:

TURN-OUT Fire & Safety, Inc.
3468 Kennedy Blvd
Jersey City, NJ 07307

Sufficient legally appropriated funds for the subject purpose is available from the following account: 3-01-44-900-003.

Sponsored by: _____
Seconded by: _____

Resolution No.

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY
APPROPRIATIONS FOR THE CY2013 BUDGET**

WHEREAS, an emergent condition has arisen in that the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the CY2013 budget and no adequate provision has been made in the CY2013 temporary appropriation for the aforesaid purposes; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose; and

WHEREAS, the total emergency temporary appropriation resolutions adopted in CY2013 pursuant to the provisions of N.J.S.A. 40A:4-20 including this resolution total \$740,000.00 for Current Expenses and \$-0- for the Parking Utility.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made as follows:

Anticipated Terminal Leave Appropriation	\$700,000.00
--	--------------

2. Said emergency temporary appropriations will be provided for in the CY2013 budget
3. That one copy of this resolution be filed with the Director, Division of Local Government Services.

MEETING: May 1, 2013

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

REVEIWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

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 **\$15,701.89**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
PNC Mortgage ATT: Tax Dept. P O Box 1804 Dayton, OH 45401-1804	38/3	213 Monroe St	1/13	\$ 890.63
Daskal, David 39-18 Pellington Dr. Fair Lawn, NJ 07410-4926	162/1/C-P12	1001 Clinton St	1/13	\$ 143.67
Chase/Corelogic Inc 1 Corelogic Drive Westlake, TX 76262	171/38	256 Ninth St	3/12, 4/12	\$14,667.59

Meeting: May 1, 2013

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council special meeting of Jan. 2, 2013 and Feb. 6, 2013 and regular meetings of Jan. 2, 2013, Feb. 6, 2013 and Feb. 20, 2013 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: May 1, 2013

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

Sponsored by: _____

Seconded by: _____

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

**AN ORDINANCE TO AMEND CHAPTER 46 ENTITLED
“LEASE AGREEMENTS” TO INCLUDE A LEASE
AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND NJ TECH, INC. FOR THE USE AND MAINTENANCE
OF THE SINATRA PARK CAFÉ**

WHEREAS, the City of Hoboken owns and maintains a public park located within Hoboken that is known as Sinatra Park, and contained within that park is a building and patio areas related thereto that are commonly known as “Sinatra Park Café” (hereinafter referred to as the “Property”); and

WHEREAS, NJ Tech, Inc., a New Jersey nonprofit corporation having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey, desires to use the Property for the purposes of establishing a community technology center known as SparkLab, which is expected to serve approximately 200 individuals and the community at large; and

WHEREAS, the City also desires to contribute \$5,000.00 to N.J. Tech, Inc. specifically to use for SparkLab; and

WHEREAS, the City desires to grant N.J. Tech, Inc. a lease for the aforementioned purpose; and

WHEREAS, the Property is Green Acres-funded parkland that is governed by the New Jersey Department of Environmental Protection (the “NJDEP”) and bound by regulations promulgated by the NJDEP; and

WHEREAS, the City and N.J. Tech, Inc. understand that the NJDEP must give final approval of the terms of any lease agreement between the City and N.J. Tech, Inc., that this ordinance is being presented to the City Council on first reading subject to any amendments or comments from the NJDEP, and that this ordinance will not be presented to the City Council on second reading until such approval, amendment or comments have been received from the NJDEP;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken that Chapter 39 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~striketrough~~):

SECTION ONE: AMENDMENTS

§ 46-3 Execution of Lease Agreement with NJ Tech, Inc. for the use and maintenance of Sinatra Park Café.

The Mayor is hereby authorized to enter into and execute a lease agreement with NJ Tech, Inc. for the purpose of entering into the proposed lease as authorized herein for the Sinatra Park Café’.

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: May 1, 2013

Introduction:

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

President Peter Cunningham				
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Final Reading:

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

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

-or-

Approved by the Mayor
On the ____ day of _____, 2013

James Farina, City Clerk

Dawn Zimmer, Mayor

EXHIBIT A

**FORM LEASE AGREEMENT BETWEEN
THE CITY OF HOBOKEN AND N.J. TECH, INC.
FOR SINATRA PARK CAFÉ**

LEASE AGREEMENT

This **LEASE AGREEMENT** (the "Agreement") is hereby made and entered into this _____ day of _____, 2013 (hereinafter referred to as the "Effective Date"), by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "**LANDLORD**") and **NJ TECH, INC.**, a NJ nonprofit corporation having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030 (hereinafter referred to as the "**TENANT**").

WITNESSETH

WHEREAS, the **LANDLORD** owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that is commonly known as "Sinatra Park Café" which is located on Block 233, Lot 1 (hereinafter referred to as the "Property"); and

WHEREAS, the **TENANT** desires to use the Property for the purposes of establishing a community technology center known as SparkLab; and

WHEREAS, the **LANDLORD** desires to grant the **TENANT** a lease for the aforementioned purpose; and

WHEREAS, the **LANDLORD** also desires to contribute \$5,000.00 to the **TENANT** specifically to use for SparkLab; and

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, the City Council of the City of Hoboken enacted an ordinance permitting said lease between the **LANDLORD** and the **TENANT**; and

WHEREAS, the Property is Green Acres-funded parkland that is governed by the New Jersey Department of Environmental Protection (the "NJDEP") and bound by regulations promulgated by the NJDEP;

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the **LANDLORD** and the **TENANT** hereby agree as follows:

1. Term and Renewal. For the period beginning on the Effective Date of this Agreement through December 31, 2013 (the "Initial Lease Term"), the **LANDLORD** hereby allows the **TENANT**, its officers, agents, servants, employees, volunteers and/or assigns the right, privilege and license to use the Property for the community technology center known as Hoboken SparkLab for the following activities: (i) classes; (ii) workshops; (iii) networking events; (iv) technical discussions on technology and business-related topics; and (v) social events. The **TENANT** agrees and understands that the aforementioned activities, which are designed to be a beneficial public use at the Property, will be available to the public at large, subject only to the terms and conditions in Paragraph 9, below. At the end of the Initial Lease Term, this Agreement shall continue on a month-to-month basis subject to the terms and conditions set forth herein. The **TENANT** understands that because the Property is part of the Green Acres Program, the total lease term cannot exceed two (2) years. The **TENANT** also understands that this Agreement is subject to N.J.A.C. 7:36-25.14.

2. Restrictions on Use. The TENANT understands that it must adhere to the terms of the Agreement, the requirements of N.J.A.C. 7:36-25.1 to -25.16 regarding the Green Acres Program and any deed restrictions pertaining to Sinatra Park, and the TENANT also understands that any activities conducted on or in the Property are governed by the terms of the Agreement, the requirements of N.J.A.C. 7:36-25.1 to -25.16 regarding the Green Acres Program and any deed restrictions pertaining to Sinatra Park.
3. Rent. The LANDLORD and the TENANT agree that pursuant to § 39-8.1 of the Code of the City of Hoboken, the fees set forth in that provision are waived because the TENANT is a nonprofit organization. The TENANT understands that it must maintain its nonprofit status throughout the term of this Agreement in order for the fees under § 39-8.1 of the Code of the City of Hoboken to be waived.
4. Security. The TENANT shall not be required to deposit with the LANDLORD any sum of money as a security deposit.
5. Additional Rent/Costs. The LANDLORD agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will be responsible for the costs for electricity, heat and water for the Property during the term of this Agreement. The LANDLORD will also be responsible for trash pickup, pursuant to its normal guidelines and scheduling, and maintaining the public restrooms and areas outside of the Property. The TENANT agrees that it will be responsible for the costs for telephone, data, communications and any other costs related to or for the Property during the term of this Agreement (hereinafter referred to as “Additional Rent”). The TENANT also agrees that it will be responsible for ensuring the inside of the Property is clean and sanitary for public use.
6. Contribution from the Landlord. The LANDLORD will contribute \$5,000.00 to the TENANT, funds that are specifically to be used for Hoboken SparkLab and for no other purpose.
7. Sponsorships. The LANDLORD understands that the TENANT intends to obtain sponsorships to provide Wi-Fi service on the Property. The TENANT agrees that it will not obtain sponsorships from entities that produce, sell, distribute or are otherwise related to the following industries: (i) guns and/or firearms; (ii) alcohol; (iii) tobacco; (iv) pornography or sex-related industries; and (v) political messaging. The TENANT agrees that if circumstances arise regarding the propriety of any sponsor it obtains, the Parties will work together to remedy the issue. The TENANT agrees that the LANDLORD will be one of its sponsors. The TENANT agrees to provide the LANDLORD with a copy of all contracts, building plans and/or specifications prior to any installation of Wi-Fi service for the LANDLORD’S written approval. The TENANT agrees that no structural work will be done to the Property without the LANDLORD’S advance written approval.
8. Insurance. The TENANT agrees that pursuant to § 39-8.1 of the Code of the City of Hoboken, it will maintain the following types of insurance in the amounts set forth herein: (i) general liability insurance in the amount of \$1,000,000 (One Million Dollars) per occurrence and \$2,000,000 (Two Million Dollars) in the aggregate; (ii) workers compensation insurance coverage commensurate with New Jersey statutory limits; (iii) employer’s liability coverage in the amount of \$100,000 (One Hundred Thousand Dollars) per occurrence and \$300,000 (Three Hundred Thousand Dollars) in the aggregate; and (iv) excess liability insurance coverage. The TENANT agrees that the LANDLORD, including the Mayor and City Council of the City of Hoboken, and the New Jersey Department of Environmental Protection will be additional named insureds for all

insurance coverage set forth herein and will provide the LANDLORD with proof of such insurance coverage prior to its occupancy of the Property. The TENANT understands that it must maintain the same insurance coverage for the benefit of the New Jersey Department of Environmental Protection that it maintains for the benefit of the LANDLORD. Furthermore, the TENANT agrees that it will maintain insurance coverage on its own property kept or maintained in or around the Property. All insurance coverage will be kept in full force and effect for the term of the license, and the TENANT agrees that any insurance carrier used for any insurance coverage in this Paragraph 8 shall be licensed to do business in the State of New Jersey. The TENANT shall be notified in writing at least thirty (30) days prior to the cancellation of any insurance policy described in this Paragraph 8.

9. Policies regarding Children. The TENANT agrees by signing this Agreement, at all times when children under the age of eighteen (18) are using or located on the Property, the TENANT will certify that the appropriate background checks for the TENANT'S volunteers and employees will be conducted, completed and maintained by the TENANT and/or its agents, officers, and/or assigns. The LANDLORD agrees that it will cover the costs for these background checks. The TENANT shall also maintain policies that all children using or located on the Property must be supervised by an adult at all times. This policy will be prominently posted in public and conspicuous places throughout the Property to the LANDLORD'S satisfaction.

10. Use of the Property. The TENANT retains the right to use the Property in a manner not inconsistent with the rights herein granted to the TENANT as specifically discussed in Paragraph 1, above, provided, however, that the TENANT shall not disturb the structural elements of the Property in any way without prior written approval by the LANDLORD. The TENANT also agrees that pursuant to a pending Ordinance before the City Council of the City of Hoboken and provided that the Ordinance is enacted, small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used on the Property, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in the Property with chafing dishes only to keep food and/or beverages warm. The TENANT must ensure that it has obtained any necessary permits to use canned heating units.

11. Liability. The TENANT expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the TENANT'S use and maintenance of the Property, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LANDLORD, its servants, agents, employees, or assigns.

12. Alterations to the Property. The TENANT agrees that it shall perform no work or alterations to the Property during the term of this Agreement without the advance, written consent of the LANDLORD. The TENANT also agrees that pursuant to a pending Ordinance before the City Council of the City of Hoboken and provided that the Ordinance is enacted, small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used on the Property, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in the Property with chafing dishes only to keep food and/or beverages warm. The TENANT must ensure that it has obtained any necessary permits to use canned heating units.

13. Condition of Property upon Termination of Agreement. Upon termination of this Agreement, the TENANT shall, immediately and at the TENANT'S sole cost and expense, remove

all equipment, accessories, and materials owned by the TENANT from the Property and restore the Property to as nearly as practicable to the same condition prior to the Effective Date of this Agreement.

14. Affirmative Action Statement. The TENANT agrees that no person shall be denied admission or access to the Property on the basis of race, color, creed, national origin, sex, disability, gender or sexual orientation.

15. Hold Harmless and Indemnification. The TENANT agrees that it will, at its own expense, defend, indemnify and hold harmless the LANDLORD, its officers, agents, employees and/or assigns from any and all claims, damages, penalties, losses, expenses or judgments, whether just or unjust, arising from the TENANT'S use of the Property. No term of condition in this Agreement shall serve to make the TENANT indemnify the LANDLORD for any liability caused by the negligence or fault of the LANDLORD or by its respective officers, employees, contractors, agents or assigns, nor shall any provision of this Agreement exonerate the LANDLORD from any liability so caused. This Paragraph 15 shall survive the expiration or termination of this Agreement.

16. Legal requirements. The TENANT understands and agrees that pursuant to the New Jersey Lands and Buildings Law, it is required to provide to the LANDLORD an annual report that includes the following information: (i) the use to which the Property was put during the previous each year; (ii) the TENANT'S activities that were undertaken in furtherance of the public purpose for which the Agreement was granted; (iii) the approximate value or cost, if any, of such activities in furtherance of such purpose; and (iv) an affirmation of the continued tax-exempt status of the TENANT pursuant to both State and federal law. The TENANT will provide this annual report to the LANDLORD'S Director of the Department of Environmental Services.

17. Termination of Agreement. The LANDLORD may terminate this Agreement with five (5) business days advance written notice under the following circumstances: (i) the TENANT fails to abide by the provisions set forth in this Agreement and fails to remedy such noncompliance within a reasonable amount of time after receiving written notice from the LANDLORD; (ii) upon a determination that the TENANT has made material misrepresentations to the LANDLORD in connection with its use or occupancy of the Property; or (iii) in the instance that it is necessary to maintain the health, safety and welfare of the general public, this Agreement may be terminated on 24 hours' notice.

18. No Assignment of Agreement. The TENANT shall not assign this Agreement without the advance written consent of the LANDLORD.

19. Integrated Agreement. This Agreement constitutes the entire and integrated understanding of the LANDLORD and the TENANT and supersedes all the terms and conditions of any prior agreement, negotiations or representations, whether written or oral, between the Parties. This Agreement may not be modified, except by a formal writing that is signed by both the LANDLORD and the TENANT.

20. Governmental Immunities. Nothing herein shall be interpreted to reduce, eliminate or otherwise effect any and all privileges and immunities held by the LANDLORD as a governmental entity and municipal corporation. The LANDLORD shall have the right to institute and claim any and all applicable privileges or immunities at any time and for any reason in relation to this Agreement and/or the obligations and benefits of the Parties hereunder.

21. No Admission of Liability. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

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

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

Signed: _____ Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2013.

Notary Public: _____
(Signature of Notary Public)

TENANT: NJ Tech, Inc., a NJ nonprofit corporation, having a principal business address of 601 Madison Street, Suite B, Hoboken, New Jersey 07030.

Signed: _____ Aaron Price, President
_____, Secretary

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2013.

Notary Public: _____
(Signature of Notary Public)

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 190 § 29.3 ENTITLED
“PARKING IN A METERED PARKING SPACE” TO CLARIFY THE
PROPER PLACEMENT OF METERED PARKING RECEIPTS**

WHEREAS, the proper placement of metered parking receipts has become an issue which results in the HPU and HPD’s inability to properly determine whether vehicles parked in metered spaces have properly paid the meter fee associated with said parking.

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

SECTION ONE: AMENDMENTS TO THE SUBSTANCE OF HOBOKEN CODE § 190-29.3:

§ 190-29.3 Parking in a ~~paid~~ metered parking space.

A.

A person must park a vehicle completely within the delineated parking space.

B.

A person may not park a vehicle in a ~~paid~~ metered parking space that is legally occupied by another vehicle.

C.

Metered Parking: Display of Pay Ticket. The pay ticket for each vehicle that is parked in a metered parking zone shall be placed for display in the curbside window of the vehicle, on the dash board, with the printed side face up, and the date and time of expiration clearly visible. The pay ticket shall be displayed as described, in an unobstructed manner that is clearly viewable by a law enforcement officer or a parking enforcement officer. Failure to satisfy this requirement shall be grounds for receipt of a parking violation for failure to pay the meter fees.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

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

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

Date of Introduction: May 1, 2013

Introduction:

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

Approved as to Legal Form:

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2013

Dawn Zimmer, Mayor

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A
SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR ALL POSITIONS IN
THE CITY OF HOBOKEN

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

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.
2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.
3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.
4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.
5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.
6. This ordinance shall take effect as provided by law.

Date of Introduction: May 1, 2013

Introduction:

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

Approved as to Legal Form:

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2013

Dawn Zimmer, Mayor

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Telecommunications Operator-Part Time/Per Diem	\$16.00/hour	\$18.00/hour

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING ANDREW BREWER, ESQ. OF MARAZITI FALCON & HEALEY
SETTLEMENT AUTHORITY IN THE MATTER OF METROSTOP CONDOMINIUM
ASSOCIATION V. CITY OF HOBOKEN ET AL. UNDER THE TERMS SUGGESTED BY
ANDREW BREWER TO MELLISSA LONGO IN HIS EMAIL DATED APRIL 24, 2013**

WHEREAS, the City of Hoboken is currently involved in litigation with Metrostop Condominium Association; and,

WHEREAS, Andrew Brewer, Esq. of Maraziti Falcon & Healey has represented the City’s legal interests in that matter, and has recommended settlement of the matter based of terms accepted by the Administration by way of an email from Andrew Brewer to Mellissa Longo dated April 24, 2013; and,

WHEREAS, after legal guidance from Mr. Brewer, the City Council finds his suggested settlement terms to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Andrew Brewer, Esq. of Maraziti Falcon & Healey is hereby authorized to settle the matter of Metrostop Condominium Association v. City of Hoboken et al. under the terms suggested by Andrew Brewer to Mellissa Longo in his e-mail dated April 24, 2013.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: May 1, 2013

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