

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

August 7, 2013 City Council Meeting

Operator Licenses: 8 Total

Owner Licenses: 15 Total

Taxi Operator Licenses -2 total

| # | Last Name | First Name | Driver Type | License # | Fee |
|---|-----------|------------|-------------|-----------|------|
| 1 | Marouani | Younes | TAXI | T0109-13 | \$75 |
| 2 | Zaki | Emad | TAXI | T0110-13 | \$75 |
| 3 | Jacoub | Samir | Taxi | T0111-13 | \$75 |

Total Fees: \$225
Total Licenses: 3

Limo Operator Licenses -4 total

| # | Last Name | First Name | Driver Type | License # | Fee |
|---|---------------|------------|-------------|-----------|------|
| 1 | Gattas | Victor | LIMO | L0084-13 | \$75 |
| 2 | Chavarria | Jose | LIMO | L0086-13 | \$75 |
| 3 | Nin De Ovalle | Anny | LIMO | L0087-13 | \$75 |
| 4 | Herrera | William | LIMO | L0088-13 | \$75 |
| 5 | Colon | Daisy | LIMO | L0089-13 | \$75 |
| 6 | Marte | Juan | LIMO | L0090-13 | \$75 |
| 7 | Taveras | Jose | LIMO | L0091-13 | \$75 |
| | | | | | |
| | | | | | |

Total Fees: \$525
Total Licenses: 5

Taxi Owner Licenses -0 total

| # | Company Name | Vehicle Type | Vehicle # | Fee |
|---|-----------------------------|--------------|-----------|--------|
| 1 | Small Michelle Corp. | Taxi | 5 | \$ 500 |
| 2 | Small Michelle Corp. | Taxi | 25 | \$ 500 |
| 3 | Small Michelle Corp. | Taxi | 42 | \$ 500 |
| 4 | Marina's Taxi | Taxi | 17 | \$ 500 |
| 5 | Velotaxi Inc. of New Jersey | Taxi | 22 | \$ 500 |
| 6 | Small Yuda Taxi Corp. | Taxi | 43 | \$ 750 |
| 7 | Small Yuda Taxi Corp. | Taxi | 49 | \$ 500 |

Total Fees: \$ 3,750
Total Licenses: 7

Limo Owner Licenses - 3 total

| # | Company Name | Vehicle Type | Vehicle # | Fee* |
|---|--------------------|--------------|-----------|--------|
| 1 | Buscanero Taxi INC | LIMO | 84 | \$ 710 |
| 2 | Buscanero Taxi INC | LIMO | 91 | \$ 710 |
| 3 | Buscanero Taxi INC | LIMO | 76 | \$ 710 |
| 4 | Buscanero Taxi INC | LIMO | 80 | \$ 710 |
| 5 | Travel Car Service | LIMO | 20 | \$ 710 |

| | | | | |
|------------------------|--------------------|------|----|-----------------|
| 6 | Travel Car Service | LIMO | 24 | \$ 710 |
| 7 | Travel Car Service | LIMO | 25 | \$ 710 |
| 8 | Travel Car Service | LIMO | 28 | \$ 710 |
| Total Fees: | | | | \$ 5,680 |
| Total Licenses: | | | | 8 |

* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

Limo Transfer

| From | To |
|--------------------|--------------------|
| Pirates Enterprise | Buscanero Taxi INC |

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

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

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of JULY 2013.

Receipts on Taxes

2014 Taxes

| | | |
|----------------------------|------------|------------|
| 2014 Taxes 1-2 Quarters... | 181,954.72 | |
| Total 2014 Tax Receipts... | | 181,954.72 |

2013 Taxes

| | | |
|------------------------------|---------------|---------------|
| 2013 Taxes 1-2 Quarters... | 242,893.44 | |
| 2013 Taxes 3-4 Quarters... | 13,800,809.47 | |
| Minus N.G. Check... | 2,601.03 | |
| Total 2013 Taxes Receipts... | | 14,041,101.88 |

2012 Taxes

| | | |
|-------------------------------|--------|--------|
| 2012 Taxes 3 - 4 Quarters.... | 754.03 | |
| Total 2012 Tax Receipts.... | | 754.03 |

Miscellaneous Tax Receipts

| | | |
|----------------------------------|----------|----------|
| Interest on Taxes... | 9,320.24 | |
| Duplicate Bill Fee... | 25.00 | |
| Tax Search Fee... | 10.00 | |
| Total Miscellaneous Tax Receipts | | 9,355.24 |

Pilot Accts

| | | |
|------------------------------------|--------------|--------------|
| Pilot Principal..... | 1,630,889.02 | |
| Total Receipts on Pilot Accts..... | | 1,630,889.02 |

| | | |
|--|--|----------------------|
| Total Taxes & Miscellaneous Tax Receipts.... | | <u>15,864,054.89</u> |
|--|--|----------------------|

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

Abatements

| | | |
|----------------------------------|-----------|---------------------------|
| Abatement Principal..... | 17,232.85 | |
| Abatement Interest..... | 326.09 | |
| Total Tax Receipts on Abatements | | ***** <u>17,558.94</u> |

| | |
|-----------------------|---------|
| <u>Bounced Checks</u> | Amount |
| 168/24 | 2601.03 |

Respectfully yours,

Sharon Curran
Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2014
 Range of Periods: 1 to 12
 Range of Dates: 07/01/13 to 07/31/13
 Print Ref Num: N

| Code Description | Count | Arrears/Other | Principal | | | Interest | Total |
|-----------------------------|-------------|------------------|------------------|----------------------|-------------------|------------------|----------------------|
| | | | 2012 | 2013 | 2014 | | |
| 001 TAX-Billing | 6823 | 0.20 | 753.83 | 14,043,168.54 | 181,954.72 | 9,299.40 | 14,235,176.69 |
| 082 IN LIEU OF TAXES | 34 | 0.00 | 17,666.01 | 1,613,223.01 | 0.00 | 0.00 | 1,630,889.02 |
| SUB SUBSEQUENT TAX | 1 | 0.00 | 0.00 | 534.37 | 0.00 | 20.84 | 555.21 |
| Tax Payments | 6858 | 0.20 | 18,419.84 | 15,656,925.92 | 181,954.72 | 9,320.24 | 15,866,620.92 |
| 00L OUTSIDE REDEEM | 28 | 49,931.52 | 0.00 | 0.00 | 0.00 | 4,523.60 | 54,455.12 |
| FEE | 10 | 550.00 | 0.00 | 0.00 | 0.00 | 0.00 | 550.00 |
| Lien Payments | 38 | 50,481.52 | 0.00 | 0.00 | 0.00 | 4,523.60 | 55,005.12 |
| 010 TAX SEARCHES | 1 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 |
| 012 DUPLICATE BILLS | 5 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.00 |
| Misc Payments | 6 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 |
| NSF BOUNCED CHECK | 1 | 0.00 | 0.00 | 2,601.03- | 0.00 | 0.00 | 2,601.03- |
| Tax NSF | 1 | 0.00 | 0.00 | 2,601.03- | 0.00 | 0.00 | 2,601.03- |
| Payments Total: | 6902 | 50,516.72 | 18,419.84 | 15,656,925.92 | 181,954.72 | 13,843.84 | 15,921,661.04 |
| NSF Reversals Total: | 1 | 0.00 | 0.00 | 2,601.03- | 0.00 | 0.00 | 2,601.03- |
| Total: | 6903 | 50,516.72 | 18,419.84 | 15,654,324.89 | 181,954.72 | 13,843.84 | 15,919,060.01 |

Total Cash: 27,111.55

Total Check: 15,891,948.46

Total Credit: 0.00

| REDEMPTIONS FOR THE MONTH OF JULY 2013 | | | | | | | |
|---|--------|-----|-------|---------------|--------------------|-------------------|------------------|
| DATE REDEEMED | BLOCK | LOT | QUAL. | CERTIFICATE # | ADDRESS | REDEMPTION AMOUNT | PREMIUM AMOUNT |
| 7/12/2013 | 69 | 7 | | 13-00031 | 151-157 JEFFERSON | 1,932.67 | 1,400.00 |
| 7/16/2013 | 261.03 | 1 | CP223 | 11-00096 | 1125 MAXWELL LANE | 410.90 | |
| 7/18/2013 | 202 | 8 | | 13-00071 | 315 BLOOMFIELD ST | 795.68 | 1,000.00 |
| 7/18/2013 | 202 | 8 | | 12-00093 | 315 BLOOMFIELD ST | 1,083.89 | 1,700.00 |
| 7/18/2013 | 252 | 19 | | 12-00116 | 1131 PARK AVE | 305.75 | 700.00 |
| 7/18/2013 | 40 | 27 | | 13-00023 | 210 ADAMS ST | 724.32 | 1,000.00 |
| 7/19/2013 | 18 | 25 | | 13-00011 | 98 ADAMS ST | 486.07 | 1,000.00 |
| 7/19/2013 | 208 | 26 | | 12-00098 | 928 WASHINGTON ST | 30,182.32 | 3,900.00 |
| 7/22/2013 | 261.04 | 1 | CP032 | 13-00088 | 1025 MAXWELL LANE | 436.63 | 400.00 |
| 7/30/2013 | 268.01 | 2 | C008R | 13-00092 | 1500 WASHINGTON ST | 18,646.89 | 40,000.00 |
| Total | | | | | | 55,005.12 | 51,100.00 |



*Municipal Court of Hoboken
City Hall*

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



HON. MICHAEL A. MONGIELLO
C.J.M.C.

HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

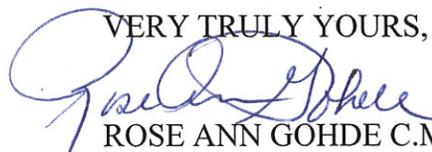
AUGUST 6, 2013

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

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK #200394 IN THE TOTAL AMOUNT OF \$ 440,247.16 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF JULY 2013 (ATS/ACS SYSTEM)

VERY TRULY YOURS,


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

C: HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
STEPHEN MARKS ASSISTANT BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|-----------------------------|---------------|----------|--------------------------------|--------------------------------|---------------|
| ADM ABC BOARD | IOPERATING | 13-00931 | STAR LEDGER | ADS FOR ABC BOARD | \$ 183.28 |
| ADM BUSINESS ADMINISTRATION | ICAPITAL | 13-01959 | THE BUZAK LAW GROUP LLC | BLK 12 INV 2/21/13 TO 3/21/13 | \$ 11,697.48 |
| | | 13-02042 | THE BUZAK LAW GROUP LLC | BLK 12 INV 3/21/13 TO 4/16/13 | \$ 1,306.46 |
| | | 13-01314 | BOSWELL ENGINEERING | Contract-PD/Fire Bldg Upgrades | \$ 49,130.25 |
| | IOPERATING | 12-04469 | SHI INTERNATIONAL CORPORATION | SOFTWARE - SMALL TOWN ENTERPR. | \$ 25,300.00 |
| | | 13-00700 | VIBRA-TECH | VIBRATION MONITORING SERVICES | \$ 2,300.00 |
| | | 13-01935 | RON JON HEATING & COOLING INC | HVAC REPAIRS (MIDTOWN GARAGE) | \$ 15,000.00 |
| | | 13-01991 | GENERAL LUMBER CO. | INSULATION FOR MIDTOWN GAR. | \$ 1,028.00 |
| | | 13-02371 | QSCEND TECHNOLOGIES | CRM SOFTWARE 6/1/13-8/31/13 | \$ 1,500.00 |
| | | 13-02407 | QUALITY PLUMBING & HEATING | TOILETS FOR MIDTOWN GARAGE | \$ 4,250.00 |
| | | 13-02424 | GOVCONNECTION, INC. | NEW PC TAX COLLECTOR OFFICE | \$ 528.00 |
| | | 13-02480 | BROWN & BROWN METRO INC | INSURANCE BROKER FEES JUNE '13 | \$ 25,000.00 |
| | | 13-02510 | BROWN & BROWN METRO INC | APRIL 2013 BROKERS FEES | \$ 5,400.00 |
| | | 13-02514 | BROWN & BROWN METRO INC | JUNE 2013 BROKER/RMC FEE | \$ 5,400.00 |
| | | 13-02588 | RSC ARCHITECTS | PRIOR YEAR BILL-ARCHITECT | \$ 3,294.20 |
| | | 13-02590 | KAUFMAN, BERN & DEUTSCH, LLP | PRIOR YEAR BILLS-ZONING LITIG. | \$ 5,363.02 |
| | | 13-02680 | SEDLA, CAMPISANO & | GENERAL ENVIRONMENTAL COUNSEL | \$ 1,080.00 |
| | | 13-02862 | BOSWELL ENGINEERING | BLOCK B WATERFRONT-TWA REVIEW | \$ 2,650.50 |
| | | 13-03036 | MONTANA CONSTRUCTION | EMERGENCY SANITARY REPAIR | \$ 10,629.30 |
| | | 13-02573 | PARKER McCAY, P.A. | PROF SVCS SPECIAL EMERG NOTES | \$ 525.00 |
| | ICDBG2818 | 13-02180 | SZ CONSTRUCTION LLC | MULTI-SERVICE CTR ALTERATION | \$ 116,558.75 |
| ADM EXPERT WITNESS | IOPERATING | 13-02027 | DAVID F. CORRIGAN, ESQ. | PRO SERVICES - EXP WITNESS | \$ 5,037.00 |
| ADM FINANCE SUPERVISORS OFF | ICAPITAL | 13-02574 | PARKER McCAY, P.A. | PROF SVCS MAY 2013 NOTES | \$ 2,370.66 |
| | | 13-02576 | FERRAIOLI, WIELKOTZ, CERULLO & | MAY 2013 HCIA NOTES | \$ 1,750.00 |
| | IOPERATING | 12-04670 | M&T INVESTMENT GROUP | PAYING AGENT FEE | \$ 2,500.00 |
| | | 13-02281 | TREASURER, STATE OF NJ | GREEN ACRES TRUST DEBT SERVICE | \$ 53,591.15 |
| | | 13-02284 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 4,891.38 |
| | | 13-02508 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 7,212.01 |
| | | 13-02537 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 7,630.87 |
| | | 13-02538 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 2,112.00 |
| | | 13-02575 | COUNTY OF HUDSON | COUNTY PILOT TAX5% 1ST QTR2013 | \$ 24,484.88 |
| | | 13-02585 | COUNTY OF HUDSON | COUNTY PILOT TAX 5% 2NDQTR13 | \$ 97,612.83 |
| | | 13-02639 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 3,576.45 |
| | | 13-02682 | AUTOMATIC DATA PROCESSING | ADP PAYROLL PROCESSING CHARGES | \$ 78.00 |
| | | 13-02807 | AUTOMATIC DATA PROCESSING | ADP PROCESSING CHARGES | \$ 8,634.18 |
| | | 13-02915 | AUTOMATIC DATA PROCESSING | ADP PAYROLL PROCESS PD EN 7/12 | \$ 578.94 |
| | | 13-03004 | AUTOMATIC DATA PROCESSING | ADP PROCESSING PD ENDING 7/17 | \$ 3,209.51 |
| | IPARK UTILITY | 13-02574 | PARKER McCAY, P.A. | PROF SVCS MAY 2013 NOTES | \$ 1,016.00 |
| | | 13-02576 | FERRAIOLI, WIELKOTZ, CERULLO & | MAY 2013 HCIA NOTES | \$ 750.00 |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|-----------------------------|---------------|------------------------------|--------------------------------|--------------------------------|-------------------------|
| ADM FINANCE SUPERVISORS OFF | ITRUST | 13-02578 | HOBOKEN PBA LOCAL 2 #12 | Quarter end 6/30/13 OEP DUES | \$ 13,484.00 |
| | | 13-02579 | HOBOKEN POLICE SUPERIOR | Quarter end 6/30/13 OEP DUES | \$ 8,140.00 |
| ADM LEGAL ADVERTISING | IOPERATING | 13-01849 | STAR LEDGER | LEGAL ADS 4/13 | \$ 504.60 |
| | | 13-02465 | JERSEY JOURNAL | ADS FOR APRIL MAY & JUNE 2013 | \$ 9,845.06 |
| | | 13-02466 | STAR LEDGER | LEGAL ADS MAY & JUNE 2013 | \$ 1,277.16 |
| | | 13-03002 | NORTH JERSEY MEDIA GROUP | LEGAL ADS FOR JUNE 2013 | \$ 579.46 |
| ADM MAYOR'S OFFICE | IOPERATING | 13-02064 | OFFICE DEPOT | POSTERS FOR COMMUNITY MEETING | \$ 28.80 |
| | | 13-02220 | W.B. MASON CO., INC. | DOCUMENT FRAMES | \$ 265.00 |
| | | 13-02515 | METROPOLITAN COFFEE SERVICE | OFFICE SUPPLIES | \$ 119.90 |
| | | 13-02556 | OFFICE DEPOT | COPIES FOR THE MAYORS OFFICE | \$ 480.00 |
| | | 13-02930 | NJLM | 2013 MEMBERSHIP DUES | \$ 2,907.00 |
| ADM MUNICIPAL COURT | IOPERATING | 13-02069 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 36.75 |
| | | 13-02082 | W.B. MASON CO., INC. | 10 CASES COPY PAPER | \$ 279.50 |
| | | 13-02099 | GANN LAW BOOKS | SUBSCRIPTION RENEWAL | \$ 217.00 |
| | | 13-02282 | TELE-MEASUREMENTS INC. | MAINTENANCE CONTRACT RENEWAL | \$ 1,535.00 |
| | | 13-02487 | ENTERPRISE CONSULTANTS | MONTHLY MAINTENANCE | \$ 212.50 |
| | | 13-02509 | GRAMCO BUSINESS COMMUNICATIONS | MAINTENANCE CONTRACT | \$ 1,270.00 |
| | | 13-02628 | ALCAZAR COMMUNICATION,INC. | SVCS RENDERED INTERPRETATION | \$ 5,085.00 |
| | | 13-02630 | SUPREME SECURITY SYSTEMS INC | PERIODIC SERVICES | \$ 388.53 |
| | | 13-02640 | KELLY AUSTIN, JMC | SERVICES RENDERED | \$ 300.00 |
| | | 13-02700 | KELLY AUSTIN, JMC | SVCS RENDERED AS ACTING JUDGE | \$ 300.00 |
| | | 13-02736 | ENTERPRISE CONSULTANTS | MONTHLY MAINTENANCE | \$ 212.50 |
| | | 13-02358 | DREW & ROGERS, INC. | MARRAIGE CERTIFICATES | \$ 269.45 |
| | | ADM MUNICIPAL COURT/POAA A/C | ITRUST | 13-02083 | STAPLES PRINT SOLUTIONS |
| ADM OEM | IOPERATING | 13-02089 | UNITED DECORATING | FLAG FOR CEREMONY | \$ 75.00 |
| | | 13-02566 | NATIONAL EVENT SERVICES | BARRICADES REPLACEMENT | \$ 5,229.00 |
| ADM PARKING UTILITY | IFEDERAL | 13-02618 | MATERA'S NURSERY | PLANTERS FOR BIKE CORRALS | \$ 171.65 |
| | IOPERATING | 13-00162 | SCHINDLER ELEVATOR CORPORATION | ELEVATOR REPLACEMENT | \$ 24,736.00 |
| | | 13-00197 | AMANO McGANN, INC. | PARKING CONTROL SYSTEM | \$ 183,000.00 |
| | IPARK UTILITY | 13-01588 | BUY WISE AUTO PARTS | HPU PARTS - APRIL/MAY 2013 | \$ 15.71 |
| | | 13-01977 | BUY WISE AUTO PARTS | HPU AUTO PARTS - MAY/JUNE 2013 | \$ 1,351.46 |
| | | 13-02233 | AMANO McGANN, INC. | PAYSTATION PAPER - GARAGE | \$ 277.60 |
| | | 13-02326 | FABER EQUIPMENT, INC. | PARTS - 916 GARDEN ST. GARAGE | \$ 397.04 |
| | | 13-02343 | DAWN DELORENZO | Refund Towing Fee | \$ 177.10 |
| | | 13-02344 | JENNIFER DENAPOLI | Refund Signage | \$ 30.00 |
| | | 13-02345 | INNA PETRUSENKA | Refund Boot | \$ 150.00 |
| | | 13-02346 | ANJA DeROSA | Refund Towing Fees | \$ 180.25 |
| | | 13-02430 | CORNERSTONE RECORDS MGMT. | STORAGE FEES - JUNE 2013 | \$ 157.52 |
| | | 13-02431 | HOBOKEN LOCK & SUPPLY | KEY/LOCK SERVICES | \$ 260.00 |

CITY OF HOBOKEN
 CLAIMS LISTING
 AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|---------------------|---------------|----------|-------------------------------|--------------------------------|--------------|
| ADM PARKING UTILITY | IPARK UTILITY | 13-02432 | PREMIER TECHNOLOGY SOLUTIONS | IT EQUIPMENT | \$ 1,159.99 |
| | | 13-02434 | GOVCONNECTION, INC. | IT EQUIPMENT | \$ 44.85 |
| | | 13-02438 | ENTERPRISE CONSULTANTS | PHONE MAINTENANCE - MAY 2013 | \$ 112.50 |
| | | 13-02439 | PREMIER TECHNOLOGY SOLUTIONS | IT SERVICES - APRIL-MAY 2013 | \$ 5,300.00 |
| | | 13-02442 | MR. B PRINTING | PRINTING SERVICES/GARAGES | \$ 145.00 |
| | | 13-02448 | CITY PAINT AND HARDWARE | MISC. SUPPLIES - MAY 2013 | \$ 2,318.29 |
| | | 13-02450 | Z'S IRON WORKS | 916 GARDEN ST. REPAIRS | \$ 1,290.00 |
| | | 13-02455 | OFFICE DEPOT | STREET NETWORK MAPS | \$ 22.98 |
| | | 13-02458 | RICH RICCARDI | Garage Refund | \$ 370.00 |
| | | 13-02477 | P.S.E.&G. COMPANY | GARAGE UTILITIES - MAY 2013 | \$ 17,580.64 |
| | | 13-02485 | ENTERPRISE RENT-A CAR | VEHICLE RENTAL - HPU | \$ 369.25 |
| | | 13-02506 | TULPEHOCKEN SPRING WATER CO. | WATER COOLER SUPPLIES | \$ 60.00 |
| | | 13-02563 | CASSANDRA SVORINIC | SIGN REFUND | \$ 20.00 |
| | | 13-02607 | TEI DEDICATED ELEVATOR | ELEVATOR REPAIRS - GARAGE B | \$ 9,720.00 |
| | | 13-02608 | WEINER & LESNIAK, LLP | PROF. SERVICES - MAY, 2013 | \$ 794.72 |
| | | 13-02609 | HOBOKEN LOCK & SUPPLY | REPAIRS - GARAGE G | \$ 416.00 |
| | | 13-02634 | M&T INVESTMENT GROUP | PRIOR YEAR BILL-TRUSTEE FEE | \$ 5,000.00 |
| | | 13-02654 | PATRICK S. GRENIER | Towing Refund | \$ 182.10 |
| | | 13-02656 | OMAR HAYNES | Garage Refund | \$ 35.00 |
| | | 13-02658 | ANDREW LEE | Garage Refund | \$ 105.00 |
| | | 13-02707 | PROPARK AMERICA NEW YORK | REIMBURSEABLE EXPENSE - 1/13 | \$ 16,650.32 |
| | | 13-02708 | PROPARK AMERICA NEW YORK | REIMBURSEABLE EXPENSE - 2/13 | \$ 10,111.40 |
| | | 13-02709 | PROPARK AMERICA NEW YORK | REIMBURSEABLE EXPENSE - 3/13 | \$ 6,642.89 |
| | | 13-02711 | PROPARK AMERICA NEW YORK | REIMBURSEABLE EXPENSE - 5/13 | \$ 1,144.09 |
| | | 13-02712 | PROPARK AMERICA NEW YORK | OPERATIONAL FEE - JULY 2013 | \$ 43,793.08 |
| | | 13-02713 | CENTRAL PARKING SYSTEM | REIMBURSE/LEASE PAYMENT - 7/13 | \$ 6,609.12 |
| | | 13-02714 | METROPOLITAN COFFEE SERVICE | COFFEE SUPPLIES | \$ 116.30 |
| | | 13-02717 | VERIZON | MONTHLY SERVICES - JUNE 2013 | \$ 1,425.69 |
| | | 13-02718 | EXXONMOBIL FLEET/GECC | HPU FUEL - JUNE 2013 | \$ 2,129.14 |
| | | 13-02719 | ENTERPRISE CONSULTANTS | MONTHLY PHONE MAINTENANCE-6/13 | \$ 112.50 |
| | | 13-02720 | 921 WELCO CGI GAS TECH LLC | CYLINDER RENTAL-916 GARDEN ST. | \$ 30.65 |
| | | 13-02722 | UNITRONICS SYSTEMS, INC. | MONTHLY MAINTENANCE-916 GARDEN | \$ 11,500.00 |
| | | 13-02723 | PREMIER TECHNOLOGY SOLUTIONS | IT SERVICES - JUNE 2013 | \$ 2,909.60 |
| | | 13-02725 | PURCHASE POWER/SUPERVISOR | POSTAGE BY PHONE - JUNE 2013 | \$ 230.00 |
| | | 13-02726 | AT&T (LD) | LD SERVICES - JUNE 2013 | \$ 38.11 |
| | | 13-02729 | PAETEC COMMUNICATIONS INC. | LD SERVICES - JUNE 2013 | \$ 134.46 |
| | | 13-02731 | CITY PAINT AND HARDWARE | MISC. SUPPLIES - HPU | \$ 1,618.25 |
| | | 13-02734 | HIGH TECH PROTECTIVE SVS.INC. | MONITORING CHARGES/GARAGES | \$ 759.02 |
| | | 13-02783 | AT&T MOBILITY | MULTI-METERS - JUNE 2013 | \$ 3,012.27 |

CITY OF HOBOKEN
 CLAIMS LISTING
 AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|------------------------|---------------|----------|--------------------------------|--------------------------------|---------------|
| ADM PARKING UTILITY | IPARK UTILITY | 13-02786 | P.S.E.&G. COMPANY | GARAGE UTILITIES - JUNE 2013 | \$ 17,016.69 |
| ADM PAYROLL/BENEFITS | IOPERATING | 13-01319 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 368.79 |
| | | 13-01869 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 59.58 |
| ADM PERSONNEL | IOPERATING | 13-02276 | HIRERIGHT, INC | BACKGROUND CHECKS | \$ 214.25 |
| | | 13-02292 | HIRERIGHT, INC | BACKGROUND CHECKS | \$ 653.67 |
| | IPARK UTILITY | 13-02276 | HIRERIGHT, INC | BACKGROUND CHECKS | \$ 322.12 |
| ADM PERSONNEL/BENEFITS | IOPERATING | 13-02666 | GARDEN STATE MUNI.JOINT INSURA | WC DEDUCTIBLE MAY 2013 | \$ 81,001.08 |
| ADM PURCHASING | IOPERATING | 13-00587 | SHARP ELECTRONICS CORPORATION | LEASE OF COPIERS - ALL DEPT. | \$ 9,329.68 |
| | | 13-02065 | BEYER FORD d/b/a BEYER FLEET | VEHICLES FOR POLICE AND FIRE | \$ 112,615.00 |
| | | 13-02081 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 596.00 |
| | | 13-02613 | CORNERSTONE RECORDS MGMT. | STORAGE FEES - JUNE 2013 | \$ 175.13 |
| | | 13-02679 | TARIFF BILLING SPECIALISTS | TELEPHONE AUDIT | \$ 884.46 |
| ADM SPECIAL COUNSEL | ICAPITAL | C2-05012 | FLORIO PERUCCI STEINHARDT | SP. LEGAL COUNSEL - GEN. LIT. | \$ 51.48 |
| | IOPERATING | 13-00125 | ESTHER MILSTED ATTORNEY AT LAW | PUBLIC DEFENDER 2013 | \$ 2,750.00 |
| | | 13-00126 | PAUL CONDON, ESQ. | PUBLIC DEFENDER - ALTERNATE | \$ 2,750.00 |
| | | 13-00128 | BENJAMIN CHOI, ESQ. | MUNICIPAL PROSECUTOR - 2013 | \$ 1,950.00 |
| | | 13-00129 | WEINER & LESNIAK, LLP | SP. LEGAL COUNSEL - LAND USE | \$ 29,108.73 |
| | | 13-00130 | LITE DEPALMA GREENBERG, LLC | SP. LEGAL COUNSEL - RENT CONT. | \$ 13,170.28 |
| | | 13-00132 | MARAZITI, FALCON & HEALEY | SP LEGAL COUNSEL-REDEVELOPMENT | \$ 4,370.00 |
| | | 13-00133 | WEINER & LESNIAK, LLP | SP LEGAL COUNSEL -LABOR/EMPL | \$ 13,459.90 |
| | | 13-00137 | THE BUZAK LAW GROUP LLC | SP LEGAL COUNSEL - LAND USE | \$ 330.00 |
| | | 13-00140 | MCMANIMON,SCOTLAND, & BAUMANN | SP LEGAL COUNSEL - LITIGATION | \$ 6,061.84 |
| | | 13-00141 | PARKER McCAY, P.A. | SP LEGAL COUNSEL -BOND COUNSEL | \$ 90.00 |
| | | 13-00143 | FLORIO PERUCCI STEINHARDT | SP LEGAL COUNSEL - LABOR/EMPL. | \$ 669.19 |
| | | 13-00212 | SUSAN FERRARO, ESQ. | ALT. MUNICIPAL PROSECUTOR | \$ 3,575.00 |
| | | 13-01078 | MCCELROY,DEUTSCH,MULVANEY | SP LEGAL COUNSEL-EMPL ENDEM. | \$ 420.46 |
| | | 13-01112 | FLORIO & KENNY LLP | SP COUNSEL - RENT LEVELING | \$ 1,140.00 |
| | | 13-02517 | WEST GROUP | WEST INFORMATION CHARGES | \$ 658.50 |
| | | 13-02547 | NJICLE | SEMINAR | \$ 180.00 |
| | | 13-02591 | JAMES W. MASTRIANI, ARBITRATOR | PRIOR YEAR BILL-ARBITRATOR | \$ 8,160.00 |
| | | 13-02876 | GARDEN STATE MUNI.JOINT INSURA | INSURANCE DEDUCTIBLE | \$ 3,124.33 |
| | | 13-02879 | MELLISSA L. LONGO | REIMBURSEMENT | \$ 8.00 |
| | | C2-05014 | GREICO OATES & DEFILIPPO, LLC | SP. LEGAL COUNSEL - GEN. LIT. | \$ 121.71 |
| ADM TAX ASSESSOR | IOPERATING | 13-00211 | APPRAISAL SYSYSTEMS, INC. | REAL ESTATE APPRAISAL SERVICE | \$ 67,453.50 |
| | | 13-02195 | MCGUIRE ASSOCIATES | PRO SVC -REAL ESTATE APPRAISER | \$ 23,374.98 |
| ADM TAX COLLECTOR | IOPERATING | 13-02376 | H & L SYSTEMS INC. | YEARLY SOFTWARE MAINTENANCE | \$ 3,000.00 |
| | | 13-02583 | OCWEN LOAN SERVICING, LLC | REFUND TAX OVERPAYMENTS | \$ 1,781.25 |
| | | 13-02584 | WELLS FARGO HOME MORTGAGE | REFUND TAX OVERPAYMENTS | \$ 1,781.25 |
| | | 13-02586 | BEATTIE PADOVANO, LLC | REFUND STATE TAX COURT APPEAL | \$ 12,336.62 |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|--------------------------|--------------|----------|--------------------------------|--------------------------------|--------------|
| ADM TAX COLLECTOR | IOPERATING | 13-02635 | POGGI PRESS | OFFICE SUPPLIES - ENVELOPES | \$ 1,017.00 |
| | | 13-02673 | LOU LOMBARDI | MESSENGER FOR TAX BILLS | \$ 396.00 |
| | | 13-02797 | POGGI PRESS | PRINTED ENVELOPES | \$ 102.50 |
| | ITRUST | 13-02528 | PAM INVESTORS | REDEMPTION | \$ 1,061.01 |
| | | 13-02529 | BRIAN THEN | REDEMPTION | \$ 286.13 |
| | | 13-02542 | PAM INVESTORS | REDEMPTION | \$ 98,608.29 |
| | | 13-02543 | PAM INVESTORS | REDEMPTION | \$ 32,199.02 |
| | | 13-02755 | US BANK CUST FOR CRESTAR CAP. | REDEMPTION | \$ 3,332.67 |
| | | 13-02803 | RICHARD J. HYMAN | REDEMPTION | \$ 410.90 |
| | | 13-02818 | RIDGEBACK VENTURES LLC | REDEMPTION | \$ 1,795.68 |
| | | 13-02819 | JMAM PARTNERS | REDEMPTION | \$ 1,005.75 |
| | | 13-02820 | SINGH REAL ESTATE | REDEMPTION | \$ 2,783.89 |
| | | 13-02821 | AMPM 2012 INVESTMENTS | REDEMPTION | \$ 1,724.32 |
| | | 13-02824 | US BANK CUST/TOWER DBW II | REDEMPTION | \$ 34,082.32 |
| | | 13-02825 | AMPM 2012 INVESTMENTS | REDEMPTION | \$ 1,486.07 |
| | | 13-02826 | PAM INVESTORS | REDEMPTION | \$ 836.63 |
| | | 13-03003 | ACTLIEN HOLDING INC | REDEMPTION | \$ 58,646.89 |
| ADM ZONING OFFICER | IOPERATING | 13-01683 | W.B. MASON CO., INC. | task* it 1UP Step Stool | \$ 64.99 |
| ADM/CITY CLERK | IOPERATING | 13-02175 | METROPOLITAN COFFEE SERVICE | SUPPLIES | \$ 291.85 |
| | | 13-02511 | NJLM | Subscriptions | \$ 304.00 |
| | | 13-02525 | PROCLAMATIONS FOR | RESOLUTIONS FOR REFERENCE | \$ 85.00 |
| | | 13-02557 | MUNICIPAL CLERKS ASSOC. NJ | DUES MUNC.CLERK/DEPUTY CLERK | \$ 175.00 |
| ADM/CONSTRUCTION CODE | IOPERATING | 13-01885 | ARC-TRISTATE | COPIES OF PLANS | \$ 189.51 |
| ADM/ELECTIONS | ITRUST | 13-02941 | TREASURER, STATE OF NEW JERSEY | STATE TRAINING FEES | \$ 25,141.00 |
| | | 13-02310 | LAUREN FARINA | PRIMARY ELECTION JUNE 4, 2013 | \$ 100.00 |
| ADM/PERSONNEL | IOPERATING | 13-02311 | ALYSSA PASCULLI | PRIMARY ELECTION JUNE 4, 2013 | \$ 100.00 |
| | | 13-02314 | RICHARD SCHUBRING | PRIMARY ELECTION JUNE 4, 2013 | \$ 100.00 |
| | | 13-02317 | RICHARD J. SCHUBRING | PRIMARY ELECTION JUNE 4, 2013 | \$ 100.00 |
| | | 13-02353 | LISA'S ITALIAN DELI, INC | PRIMARY ELECTION JUNE 4, 2013 | \$ 100.00 |
| | | 13-01420 | HIRERIGHT, INC | BACKGROUND CHECK APPLICATION | \$ 171.40 |
| ADMINISTRATION | IOPERATING | 13-00952 | HIRERIGHT, INC | BACKGROUND CHECK APPLICATION | \$ 85.70 |
| ADMINISTRATION - AUDIT | IOPERATING | 13-00144 | FERRAIOLI, WIELKOTZ, CERULLO & | MUNICIPAL AUDITING SERVICES | \$ 74,250.00 |
| CAPITAL ACCOUNT | ICAPITAL | 12-02807 | REMINGTON & VERNICK ENGINEERS | HOBOKEN COVE & 1600 PARK | \$ 8,716.33 |
| CAPITAL TELEPHONE SYSTEM | ICAPITAL | 12-03895 | JOHNSTON COMMUNICATIONS | Telephone System - Police Dept | \$ 9,613.51 |
| CD DIRECTOR'S OFFICE | ESCROW | 13-02564 | MARAZITI, FALCON & HEALEY | PROFESSIONAL SERVICES REDEV | \$ 4,123.00 |
| | | 13-02565 | MARAZITI, FALCON & HEALEY | PROFESSIONAL SERVICES REDEV | \$ 247.00 |
| | | 13-02787 | MARAZITI, FALCON & HEALEY | SPECIAL LEGAL COUNSEL 6/2013 | \$ 7,607.27 |
| | | 13-02788 | MARAZITI, FALCON & HEALEY | SPECIAL LEGAL COUNSEL SVS 6/13 | \$ 2,626.80 |
| | | 12-03351 | BOSWELL ENGINEERING | PRO. SVC - WATERFRONT HO420I | \$ 65,757.00 |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|-------------------------------|--------------|----------------------------|-------------------------------|--------------------------------|---------------|
| CD DIRECTOR'S OFFICE | ICAPITAL | 12-04468 | WEINER & LESNIAK, LLP | SP. LEGAL COUNSEL- A. HOUSING | \$ 45.00 |
| | | 12-03376 | SCAFAR CONTRACTING INC. | CASTLE POINT/SINATRA PARK | \$ 651,289.27 |
| | | 12-04449 | THE LAND TEK GROUP, INC. | 1600 PARK & HOBOKEN COVE PH 1 | \$ 419,018.09 |
| | IOPERATING | 12-04449 | THE LAND TEK GROUP, INC. | 1600 PARK & HOBOKEN COVE PH 1 | \$ 10,075.00 |
| | | 12-03381 | SHIRLEY M. BISHOP, P.P.,LLC | PRO. SERVICE - COAH PLANNER | \$ 150.00 |
| | | 13-02309 | AMERICAN PLANNING ASSOCIATION | APA/AICP ANNUAL DUES | \$ 477.00 |
| | | 13-02705 | EFB ASSOCIATES, LLC | PRIOR YEAR BILLS-EFB ASSOC. | \$ 6,371.55 |
| | | 13-02392 | JOAN ABEL | NJ HISTORIC CONFERENCE | \$ 90.00 |
| | | 13-02398 | PAUL SOMERVILE | HISTORIC CONFERENCE | \$ 115.00 |
| | | 13-02399 | DENNIS ENGLISH | HISTORIC CONFERENCE | \$ 95.00 |
| CD HISTORIC PRESERVATION COMM | IOPERATING | 13-02405 | ANA SANCHEZ | HISTORIC CONFERENCE | \$ 65.00 |
| | | 13-02410 | JOAN ABEL | SUPPLIES FOR HISTORIC MEETING | \$ 23.97 |
| | | 13-02461 | THE GALVIN LAW FIRM | DEVELOPERS ESCROW | \$ 3,358.30 |
| | | 13-02468 | MASER CONSULTING | DEVELOPERS ESCROW | \$ 3,008.75 |
| | | 13-02661 | MASER CONSULTING | DEVELOPERS ESCROW | \$ 2,247.50 |
| CD MLUL PB ESCROW ACCTS | ESCROW | 13-02616 | MASER CONSULTING | PROFESSIONAL SERVICES | \$ 465.00 |
| | | 13-02283 | MASER CONSULTING | PROFESSIONAL SERVICES | \$ 3,395.00 |
| | | 13-02368 | ROSENBERG & ASSOCIATES | PROFESSIONAL SERVICES | \$ 1,561.00 |
| CD MLUL PLANNING BOARD | IOPERATING | 13-02617 | THE GALVIN LAW FIRM | PROFESSIONAL SERVICES | \$ 16,874.11 |
| | | 13-02338 | EFB ASSOCIATES, LLC | DEVELOPERS ESCROW | \$ 7,866.25 |
| | | 13-02459 | MASER CONSULTING | DEVELOPERS ESCROW | \$ 2,712.50 |
| CD MLUL ZBA ESCROW ACCTS | ESCROW | 13-02462 | THE GALVIN LAW FIRM | DEVELOPERS ESCROW | \$ 3,928.68 |
| | | 13-02653 | THE GALVIN LAW FIRM | DEVELOPERS ESCROW | \$ 420.00 |
| | | 13-02760 | 207 ADAMS LLC | REFUND DEVELOPERS ESCROW | \$ 293.91 |
| | | 13-02277 | JERSEY JOURNAL | LEGAL ADVERTISING | \$ 85.00 |
| | | 13-02619 | THE GALVIN LAW FIRM | PROFESSIONAL SERVICES | \$ 5,316.40 |
| COMMUNITY DEVELOPMENT | ICDBG2818 | 13-02614 | HOPES INC. | CDBG REIMBURSE MAY-JUNE 2013 | \$ 7,921.64 |
| | | 13-02622 | MILE SQUARE DAY CARE CENTER | CITY MATCH REIM APRIL-JUNE 13 | \$ 9,498.46 |
| ES CENTRAL GARAGE | IOPERATING | 13-00258 | M & G AUTO PARTS, INC. | PARTS/CENTRAL GARAGE - 2/13 | \$ 756.54 |
| | | 13-00259 | M & G AUTO PARTS, INC. | PARTS/CENTRAL GARAGE-PD | \$ 831.72 |
| | | 13-01589 | BUY WISE AUTO PARTS | CG PARTS (PD) - APRIL/MAY 2013 | \$ 990.44 |
| | | 13-01590 | BUY WISE AUTO PARTS | CG PARTS - APRIL/MAY 2013 | \$ 89.00 |
| | | 13-01978 | BUY WISE AUTO PARTS | CG AUTO PARTS - MAY/JUNE 2013 | \$ 1,959.71 |
| | | 13-02129 | CLIFFSIDE BODY CORP. | TAILGATE NET KITS | \$ 265.00 |
| | | 13-02221 | TRIU, INC. | OIL/FUEL FILTERS-SANITATION | \$ 1,045.52 |
| | | 13-02484 | KLINGER TIRE & SERVICE CO. | TIRE SERVICES - CENTRAL GARAGE | \$ 310.00 |
| | | 13-02568 | BEYER BROTHERS CORP. | MAINTENANCE FOR #174 | \$ 30,342.09 |
| | | 13-02598 | BUY WISE AUTO PARTS | PARTS - CG/PD VEHICLES | \$ 2,793.15 |
| 13-02603 | TRIU, INC. | SANITATION VEHICLE REPAIRS | \$ 132.00 | | |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ | |
|----------------------|--------------|------------|--------------------------------|--------------------------------|------------------------|-----------|
| ES CENTRAL GARAGE | IOPERATING | 13-02604 | KLINGER TIRE & SERVICE CO. | TIRE SERVICES - SANITATION | \$ 105.00 | |
| | | 13-02605 | INTERSTATE BATTERIES SYSTEMS | CENTRAL GARAGE SUPPLIES | \$ 635.70 | |
| | | 13-02610 | ROBBINS & FRANKE, INC. | PD TIRE ALIGNMENT | \$ 60.00 | |
| | | 13-02728 | CITY PAINT AND HARDWARE | MISC. SUPPLIES-CENTRAL GARAGE | \$ 220.95 | |
| | | 13-02827 | N.J. DIVISION OF MOTOR VEHICLE | REGISTRATIONS | \$ 240.00 | |
| ES CLEAN COMMUNITIES | IFEDERAL | 13-01533 | CLEAN ALL TECH. CORP. | ORANGE GARBAGE BAGS | \$ 1,591.20 | |
| | | 13-02463 | CLEAN ALL TECH. CORP. | ORANGE GARBAGE BAGS FOR C.G. | \$ 1,989.00 | |
| ES PUBLIC PROPERTY | ICAPITAL | 13-02524 | VIP TO GO - JOHN TO GO INC | HPD Trailer service | \$ 1,140.00 | |
| | IOPERATING | 12-01479 | MILE SQUARE LOCKSMITH | KEYS FIELD HOUSE P.P. | \$ 45.00 | |
| | | 13-02213 | GENERAL LUMBER CO. | MAINTENANCE SUPPLIES-MIDTOWN | \$ 8,640.00 | |
| | | 13-02298 | GS ELEVATOR INDUSTRIES | ELEVATOR MAINTENANCE MAY 2013 | \$ 588.60 | |
| | | 13-02469 | UNITED DECORATING | RAINBOW FLAG CITY HALL | \$ 24.00 | |
| | | 13-02533 | METRO FIRE & COMMUNICATIONS | SERVICE CALL MULTI CENTER | \$ 2,521.70 | |
| | | 13-02535 | TERMINIX | PEST CONTROL MSC 6/14/13 | \$ 65.00 | |
| | | 13-02553 | ENVIRONMENTAL CLIMATE CONTROL | AC B.CONFERENCE ROOM CITY HALL | \$ 6,825.00 | |
| | | 13-02554 | ENVIRONMENTAL CLIMATE CONTROL | AC 13TH ST. FIRE HOUSE | \$ 5,050.00 | |
| | | 13-02555 | CIRILLO ELECTRIC, INC. | ELECTRICAL/A/C B. CONF. ROOM | \$ 9,600.00 | |
| | | 13-02626 | ENVIRONMENTAL CLIMATE CONTROL | SERVICE CALL BASEMENT CITY H. | \$ 270.00 | |
| | | 13-02629 | QUALITY PLUMBING & HEATING | TOILETS FOR MIDTOWN GARAGE | \$ 4,250.00 | |
| | | 13-02632 | TAKE ONE ALARM SYSTEMS | REPAIR ALARM M.S.C 2012 | \$ 796.40 | |
| | | 13-02638 | CITY PAINT AND HARDWARE | REPLACEMENT OF SUPPLIES | \$ 160.11 | |
| | | 13-02670 | CITY PAINT AND HARDWARE | SUPPLIES BLDGS. JUNE 2013 | \$ 1,044.63 | |
| | | 13-02767 | CAPITAL SUPPLY CO. | EQUIPMENT FOR BLDG CH | \$ 1,464.18 | |
| | | 13-03013 | BOSWELL ENGINEERING | RFP FOR SOLAR PANEL SYSTEM | \$ 2,265.75 | |
| | ES ROADS | IOPERATING | 13-02289 | ONE CALL CONCEPTS, INC. | STREET MARK OUTS 5/13 | \$ 94.62 |
| | | | 13-02401 | TILCON NEW YORK | ROAD REPAIRS JUNE 2013 | \$ 92.43 |
| | | | 13-02534 | TILCON NEW YORK | ASPHALT CITY STREETS | \$ 131.54 |
| 13-02552 | | | KEYSTONE PLASTICS, INC. | GUTTER BROOMS/SWEEPERS | \$ 2,055.60 | |
| 13-02627 | | | TILCON NEW YORK | ASPHALT CITY STREETS | \$ 175.38 | |
| 13-02695 | | | ONE CALL CONCEPTS, INC. | MARK OUTS CITY STREETS 6/13 | \$ 106.02 | |
| 13-02701 | | | TILCON NEW YORK | ASPHALT CITY STREETS | \$ 218.63 | |
| 13-03008 | | | BOSWELL ENGINEERING | 2012 ROAD PROGRAM | \$ 28,811.25 | |
| 13-03009 | | | BOSWELL ENGINEERING | 16TH ST & PARK AVE SIGNAL DES. | \$ 171.00 | |
| 13-03011 | | | BOSWELL ENGINEERING | IMPROVEMENTS TO HUDSON PLACE | \$ 1,704.75 | |
| ES SOLID WASTE | IOPERATING | 13-03012 | BOSWELL ENGINEERING | NEWARK STREET PEDESTRIAN SAFE | \$ 17,661.00 | |
| | | 13-01992 | CONCENTRA | Fit for Duty Physical | \$ 391.00 | |
| Finance Supervisor | IOPERATING | 13-02257 | HUDSON COUNTY IMPROVEMENT AUTH | TONNAGE/DART CHGS.5/13 | \$ 213,796.33 | |
| HS BD OF HEALTH | IOPERATING | 13-02795 | HOBOKEN PUBLIC LIBRARY | Allocation of Funds Library | \$ 605,692.62 | |
| | IOPERATING | 13-02153 | NEW JERSEY ASSOCIATION OF | 2013 MEMBERSHIP | \$ 400.00 | |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|-----------------------|--------------------------------|----------------------------|--------------------------------|--------------------------------|--------------|
| HS BD OF HEALTH | IOPERATING | 13-02268 | FULL HOUSE PRINTING | SANITARY INSPECTION REPORT | \$ 150.00 |
| | | 13-02415 | SYSTEM ONE ALARM SERVICES | CENTRAL STATION MONITORING SER | \$ 75.00 |
| HS CULTURAL AFFAIRS | IFEDERAL ITRUST | 13-01135 | VILLAGE VOICE MEDIA, INC. | ADVERTISEMENT - SPRING FEST. | \$ 1,500.00 |
| | | 13-01099 | CBS OUTDOOR | BILLBOARD ADVERTISING | \$ 600.00 |
| | | 13-01554 | NICHOLAS GONZALEZ | SOUND ASSISTANCE - 5K RUN | \$ 130.00 |
| | | 13-02028 | STEVE VEALEY | SOUND ASSISTANCE | \$ 270.00 |
| | | 13-02029 | JEREMY ROGALSKY | SOUND ASSISTANCE - SPRING FEST | \$ 182.00 |
| | | 13-02383 | ALL STAR RENTALS, INC. | TENT/CHAIR RENTAL SPRING FEST | \$ 231.00 |
| | | 13-02387 | ZUIDEMA/ROYAL THRONE PORTABLE | PORTABLE TOILET RENTAL | \$ 90.00 |
| | | 13-02452 | RALPH DEMATTHEWS | SERVICES RENDERED | \$ 74.25 |
| | | 13-02522 | JASON GLUSKIN | POSTER DESIGN FOR SPRING FEST | \$ 150.00 |
| | | 13-02539 | ALL STAR RENTALS, INC. | CHAIR/TENT RENTAL SPRING FEST | \$ 1,069.00 |
| | | 13-02540 | ANGELINA LEDESMA | SERVICES RENDERED | \$ 63.00 |
| | | 13-02541 | JENNIFER EVANS | SINATRA IDOL ASSISTANCE | \$ 77.00 |
| | | 13-02870 | FALLO, GERALDINE | REIMBURSEMENT HIGHWAY TOLLS | \$ 12.00 |
| | | 13-02928 | ELIZABETH WEISS | GENERAL OFFICE ASSISTANCE | \$ 645.00 |
| | | 13-02998 | FALLO, GERALDINE | REIMBURSEMENT | \$ 14.79 |
| | | 13-02997 | RICK SERRA | SOUND ASSISTANCE | \$ 214.50 |
| | | 13-03023 | HOLLI SCHORNO | INSTRUCTOR - ART IN THE PARK | \$ 4,800.00 |
| | | 13-03026 | TOWN OF GUTTENBERG POLICE DEPT | REIMBURSEMENT FOR BOB DYLAN | \$ 671.08 |
| | | 13-03034 | LOGAN KINNEY | MOMMY AND ME YOGA INSTRUCTOR | \$ 720.00 |
| 13-03035 | JAMES DOYLE | REIMBURSEMENT | \$ 482.00 | | |
| 13-02699 | NELSON CALERO | SOUND ASSISTANCE | \$ 253.50 | | |
| 13-02925 | REBUILD HOBOKEN RELIEF FUND | REIMBURSEMENT | \$ 9,000.00 | | |
| HS DIRECTOR'S OFFICE | ICAPITAL | 12-03942 | FINE WALL CORP | RENOVATION TO POLICE HQS | \$ 34,574.00 |
| | | 13-00491 | WILLIAMS SCOTSMAN, INC | TRAILER POLICE DEPARTMENT | \$ 2,836.52 |
| | | 12-03754 | D & S LAND DEVELOPMENT | CHURCH SQ PARK IMPROVEMENT | \$ 27,354.71 |
| | | 13-01113 | BOSWELL ENGINEERING | CITY ENG. FOR PARK IMPROVE. | \$ 14,865.00 |
| | | 13-03041 | BOSWELL ENGINEERING | RESTROOM IMPROVE AT CSP | \$ 16,596.00 |
| | | 13-02396 | HUDSON POOL MANAGMENT INC | Boys & Girls Club Pool Repair | \$ 11,100.00 |
| | | 13-02414 | TOSHIBA BUSINESS SOLUTIONS | RISOGRAPH MAINTENANCE CONTRACT | \$ 833.40 |
| 13-03037 | OFFICE OF HUDSON CO. PROS.OFF. | OVERTIME BOB DYLAN CONCERT | \$ 3,737.92 | | |
| HS HOUSING INSPECTION | IOPERATING | 13-01370 | THE HON COMPANY | CABINETS FOR HOUSING INSPEC. | \$ 2,484.44 |
| HS MUNICIPAL ALLIANCE | IFEDERAL | 13-02513 | CHARLIE CO | DOG TAGS - JUNIOR POLICE ACDMY | \$ 418.00 |
| | | 13-02644 | NCADD HUDSON COUNTY INC. | SUBSTANCE ABUSE PREV. & ED SER | \$ 9,984.24 |
| HS PARKS | ICAPITAL | 13-03042 | KOMPAN INC | U.S. COMMUNITIES CONTRACT | \$ 29,027.02 |
| | IFEDERAL | 13-03040 | AM CONSTRUCTION | REMOVAL OF CONCRETE AT LL FLD. | \$ 6,090.01 |
| | IO M FUND | 13-01633 | CLEAN ALL TECH. CORP. | GARBAGE BAGS FOR PARKS | \$ 1,071.25 |
| | | 13-02420 | CLEAN ALL TECH. CORP. | GARBAGE BAGS FOR PARKS | \$ 2,142.50 |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ | |
|--------------------------------|---------------------|--------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| HS PARKS | IO M FUND | 13-02421 | CIRILLO ELECTRIC, INC. | INSTALLED NEW POLE FIXTURE | \$ 1,250.00 | |
| | | 13-02425 | SCHULMAN, WIEGMANN & | HEARING ATTENDANCE | \$ 521.20 | |
| | | 13-02647 | CITY PAINT AND HARDWARE | PARKS SUPPLIES | \$ 180.17 | |
| | | 13-02846 | MAIK INC | SPRINKLER REPAIR PIER A PARK | \$ 19,720.50 | |
| | | 13-03020 | LOU'S LANDSCAPING & DESIGN INC | LANDSCAPING SERVICES | \$ 16,875.00 | |
| | | 13-03021 | BOSWELL ENGINEERING | RENOVATIONS PIER A/PIER C | \$ 12,258.75 | |
| | | 13-03029 | LOU'S LANDSCAPING & DESIGN INC | LANDSCAPING SER. PIER A/PIER C | \$ 5,130.96 | |
| | | IOPERATING | 13-01633 | CLEAN ALL TECH. CORP. | GARBAGE BAGS FOR PARKS | \$ 2,142.50 |
| | | | 13-02386 | GRO RITE LANDSCAPE SERVICES | IRRIGATION SPRING ACTIVATION | \$ 650.00 |
| | | | 13-02393 | GRO RITE LANDSCAPE SERVICES | MAINTENANCE - JUNE 2013 | \$ 465.00 |
| | | | 13-02420 | CLEAN ALL TECH. CORP. | GARBAGE BAGS FOR PARKS | \$ 2,142.50 |
| | | | 13-02426 | RICHARD DUNKIN | SNAKE OUT BRANCK LINE LL FIELD | \$ 180.00 |
| | | | 13-02612 | BOSWELL ENGINEERING | IMPROVEMENTS TO CHURCH SQ. PK | \$ 2,970.00 |
| | | | 13-02637 | HOBOKEN LOCK & SUPPLY | KEYS | \$ 13.50 |
| | | | 13-02647 | CITY PAINT AND HARDWARE | PARKS SUPPLIES | \$ 251.97 |
| | | | 13-02692 | TIME SYSTEM INTERNATIONAL INC | MAINTENANCE AGREEMENT | \$ 300.00 |
| | | | 13-02847 | MAIK INC | OPEN SPRINKLER SYSTEM | \$ 725.00 |
| | | | 13-02848 | MAIK INC | OPENING OF SPRINKLER SYSTEM | \$ 1,768.85 |
| | | | 13-03010 | BOSWELL ENGINEERING | ELYSIAN PARK PLAN | \$ 991.50 |
| | | HS RECREATION | IFEDERAL | 13-02347 | STAN'S SPORT CENTER | BASKETBALL TOPS AND SHORTS |
| 13-02348 | STAN'S SPORT CENTER | | | BASKETBALL UNIFORMS | \$ 2,064.00 | |
| 13-02451 | STAN'S SPORT CENTER | | | PAL SPORTING EQUIPMENT | \$ 3,450.00 | |
| IOPERATING | 13-03033 | | | BOSWELL ENGINEERING | BATTING CAGE AT STEVENS PARK | \$ 85.50 |
| | 13-02991 | | | NCSA | HOB. ALL STARS REG. SUMMARY | \$ 3,185.00 |
| | 13-03039 | | | HOBOKEN ALL-STAR YOUTH SOCCER | TRAVEL SOCCER REFEREE FEES | \$ 9,900.00 |
| ITRUST | 13-02994 | | | JONATHAN TERI | REIMBURSEMENT | \$ 85.00 |
| | 13-02995 | | | MIKE CAVANAGH | REIMBURSEMENT | \$ 85.00 |
| | 13-02996 | | | NICK RHODES | REIMBURSEMENT | \$ 85.00 |
| | 13-03032 | | | MICHELLE SERRATORE | REIMBURSEMENT OF REG. FEE | \$ 30.00 |
| | 13-02991 | | | NCSA | HOB. ALL STARS REG. SUMMARY | \$ 4,970.00 |
| | 13-03038 | | | VANESSA FALCO | SUMMER BASKETBALL INSTRUCTOR | \$ 1,425.00 |
| | ITRUST REC FEES | | | 12-03279 | HOBOKEN FAMILY ALLIANCE | SERVICES RENDERED-BIKE CAMP |
| 13-02152 | ANDREW IMPASTATO | REFEREE ADULT BB PROGRAM | \$ 300.00 | | | |
| HS RENT LEVELING/STABILIZATION | IOPERATING | 13-00929 | STAR LEDGER | ADS FOR RENT LEVELING | \$ 61.48 | |
| | | 13-02337 | W.B. MASON CO., INC. | INK CARTRIDGES | \$ 119.72 | |
| PS FIRE | IOPERATING | 13-01342 | TURNOUT FIRE & SAFETY, INC. | BATTALION CHIEF PROMOTIONS | \$ 446.45 | |
| | | 13-01767 | FAIL SAFE | ANNUAL FIRE HOSE TESTING | \$ 4,226.00 | |
| | | 13-02106 | OCCUPATIONAL HEALTH CENTER | MEDICAL SERVICES KV | \$ 110.50 | |
| | | 13-02109 | GAMS POWER TOOLS & SUPPLIES | SAWS DESTROYED IN SANDY | \$ 2,476.41 | |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ | | |
|------------|------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------|
| PS FIRE | IOPERATING | 13-02247 | JENSON & MITCHELL | REPLACE FRONT SPRINGS/LADDER2 | \$ 2,100.00 | | |
| | | 13-02250 | CITY PAINT AND HARDWARE | SAW BLADES | \$ 196.30 | | |
| | | 13-02253 | FIRE FIGHTERS EQUIPMENT CO. | SCBA REPAIRS | \$ 166.12 | | |
| | | 13-02254 | PORT SUPPLY | MARINE 1 EQUIPMENT | \$ 381.63 | | |
| | | 13-02360 | CAMPBELL SUPPLY CO. | REPAIRS TO ENGINE 3 | \$ 4,078.08 | | |
| | | 13-02362 | EXAMWORKS, INC | MEDICAL EVALUATION/FF D.SOTO | \$ 675.00 | | |
| | | 13-02363 | ABSOLUTE FIRE PROTECTION | FIRE TRUCK REPAIRS | \$ 921.85 | | |
| | | 13-02365 | CITY PAINT AND HARDWARE | FIREHOUSE SUPPLIES | \$ 206.96 | | |
| | | 13-02411 | CIRILLO ELECTRIC, INC. | FURNISHED & INSTALLATION | \$ 2,500.00 | | |
| | | 13-02479 | LIFESAVERS, INC. | DEFIB DATA CARD | \$ 252.80 | | |
| | | 13-02582 | FIRE FIGHTERS EQUIPMENT CO. | REPAIRS TO SCBA | \$ 315.42 | | |
| | | 13-01685 | FIRE FIGHTERS EQUIPMENT CO. | FIRE FIGHTERS EQUIPMENT | \$ 15,246.90 | | |
| | | PS FIRE SAFETY | IFEDERAL IFIRE ED | 13-01761 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 719.65 |
| 13-02013 | NFPA | | | Fire Code Updates | \$ 1,165.50 | | |
| 13-02111 | POGGI PRESS | | | Permit Books | \$ 1,839.00 | | |
| 13-02258 | JARCO - US CASTINGS CORP | | | key tags | \$ 3,286.00 | | |
| 13-02486 | W.B. MASON CO., INC. | | | OFFICE SUPPLIES | \$ 380.52 | | |
| 13-01685 | FIRE FIGHTERS EQUIPMENT CO. | | | FIRE FIGHTERS EQUIPMENT | \$ 1,694.10 | | |
| PS POLICE | IOPERATING IOPERATING | | | 13-00802 | PROCOMM SYSTEMS | REPEATER REPAIR -Water Damaged | \$ 690.00 |
| | | | | 13-01256 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 570.60 |
| | | | | 13-01773 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 385.68 |
| | | | | 13-01788 | W.B. MASON CO., INC. | LASER TONER | \$ 986.25 |
| | | | | 13-01838 | W.B. MASON CO., INC. | SHREDDER | \$ 1,399.40 |
| | | | | 13-01942 | W.B. MASON CO., INC. | AWARDS SUPPLIES | \$ 1,081.74 |
| | | | | 13-02204 | NATIONAL ASSOC. OF TOWN WATCH | NATIONAL NIGHT OUT | \$ 673.00 |
| | | 13-02244 | MORPHOTRAK, INC | LIVESCAN YEARLY CONTRACT | \$ 2,971.11 | | |
| | | 13-02356 | BERGEN CTY POLICE & FIRE ACAD | BASIC POLICE TRAINING | \$ 4,185.00 | | |
| | | 13-02373 | ELECTRONIC SERVICE SOLUTIONS | UHF ANTENNA | \$ 612.00 | | |
| | | 13-02374 | CITY PAINT AND HARDWARE | SUPPLIES | \$ 237.00 | | |
| | | 13-02375 | ENTERPRISE CONSULTANTS | MONTHLY MAINTENANCE | \$ 415.50 | | |
| | | 13-02377 | W.B. MASON CO., INC. | OFFICE SUPPLIES | \$ 676.73 | | |
| 13-02379 | W.B. MASON CO., INC. | PAPER | \$ 282.50 | | | | |
| 13-02380 | TYCO INTEGRATED SECURITY | QUARTERLY BILL | \$ 321.78 | | | | |
| 13-02395 | DIVISION OF CRIMINAL JUSTICE | SUBGUN INSTRUCTOR COURSE | \$ 300.00 | | | | |
| 13-02490 | INSTITUTE FOR FORENSIC | FITNESS FOR DUTY | \$ 1,500.00 | | | | |
| 13-02491 | FLASH TECH., INC. | COMPUTER SUPPLIES | \$ 62.97 | | | | |
| 13-02516 | UPPER SADDLE RIVER P.B.A. | TRAINING CLASS | \$ 225.00 | | | | |
| 13-02526 | LOSURDO BROTHERS | FOOD FOR MEETING | \$ 200.00 | | | | |
| 13-02570 | MONTANEZ, WILLIAM P.O. | REIMBURSEMENT-CENTRAL GARAGE | \$ 100.00 | | | | |

CITY OF HOBOKEN
CLAIMS LISTING
AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ | | |
|--------------------------------|-----------------------|--------------------------------|--------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------|
| PS POLICE | IOPERATING | 13-02704 | HOBOKEN POLICE DEPARTMENT | INVESTIGATION FUNDS | \$ 600.00 | | |
| | | 13-02739 | CITY PAINT AND HARDWARE | JUNE PURCHASES | \$ 37.99 | | |
| | | 13-02740 | PROCOMM SYSTEMS | MAINTENANCE | \$ 360.00 | | |
| | | 13-02741 | ENTERPRISE CONSULTANTS | JUNE MONTHLY MAINTENANCE | \$ 415.00 | | |
| | | 13-02749 | VERIZON WIRELESS SERVICES LLC | LAPTOP WIRELESS SVC PD 6/13 | \$ 659.59 | | |
| | | 13-02815 | P.O. JOHN PETROSINO | REIMBURSEMENT | \$ 65.18 | | |
| | | 13-02867 | P.S.E.&G. COMPANY | UTIL ELEC - JULY 2013 HPD | \$ 942.95 | | |
| | | 13-02966 | CABLEVISION | PHONE & INTERNET SVS 7/13 PD | \$ 549.06 | | |
| | | 13-02937 | EZ PASS NY SERVICE CENTER | TOLLS PLUS VIOLATION | \$ 126.00 | | |
| | | UNCLASSIFIED | IOPERATING | 13-02887 | NORTH HUDSON REGIONAL COUNCIL | CY 2013 SR NUTR PRGM CONTRIB | \$ 56,693.00 |
| | | UNCLASSIFIED ELECTRICITY | IO M FUND | 13-02677 | P.S.E.&G. COMPANY | UTIL ELEC - PIER A - JUNE 2013 | \$ 1,870.26 |
| | | | | 13-02817 | P.S.E.&G. COMPANY | JULY 2013 - PIER C | \$ 730.92 |
| | | UNCLASSIFIED GASOLINE | IOPERATING | 13-02822 | P.S.E.&G. COMPANY | UTIL ELEC - JUNE 2013 | \$ 26,616.36 |
| 13-02854 | SOUTH JERSEY ENERGY | | | ELECTRIC UTILITY - JUNE 2013 | \$ 5,892.90 | | |
| 13-02957 | GREEN MOUNTAIN ENERGY | | | ELECTRIC UTILITY - JUNE 2013 | \$ 22,544.06 | | |
| 13-02888 | EXXONMOBIL FLEET/GECC | | | GASOLINE FOR 7/13 | \$ 27,819.66 | | |
| UNCLASSIFIED INSURANCE | IOPERATING | | | 13-02474 | PATRICK J O'BRIEN | MEDICARE PART B REIMBURSEMENT | \$ 1,198.80 |
| 13-02500 | | AUDREY RADIGAN | MEDICARE PART B REIMBURSEMENT | \$ 1,198.80 | | | |
| 13-02502 | | FRANK R. GARRICK | MEDICARE PART B REIMBURSEMENT | \$ 1,198.80 | | | |
| 13-02503 | | ANNA GARRICK | MEDICARE PART B REIMBURSEMENT | \$ 1,198.80 | | | |
| 13-02504 | | ELIZABETH LABOOK | MEDICARE PART B REIMBURSEMENT | \$ 1,198.80 | | | |
| 13-02663 | | PART D ADVISORS, INC. | CLAIMS RECOVERY | \$ 13,925.75 | | | |
| 13-02667 | | VISION SERVICE PLAN, INC. | VISION INSURANCE JULY 2013 | \$ 9,860.55 | | | |
| 13-02668 | | BLUE CROSS BLUE SHIELD NJ (D) | DENTAL INSURANCE JULY 2013 | \$ 42,852.64 | | | |
| 13-02706 | | GARDEN STATE MUNI.JOINT INSURA | 2nd INSTALLMENT 2013 ASSESS | \$ 646,221.00 | | | |
| 13-02853 | | BLUE CROSS-BLUE SHIELD OF NJ | HEALTH/RX INS.JULY 2013 | \$ 1,567,450.17 | | | |
| 13-02664 | | ESTATE OF ALBERT LABOOK | MEDICARE PART B REIMBURSEMENT | \$ 299.70 | | | |
| UNCLASSIFIED POSTAGE | | IOPERATING | 13-02753 | U.S.P.S (POSTAGE BY PHONE) | REPLENISH POSTAGE FOR MAILROOM | \$ 20,000.00 | |
| | | | 13-02754 | PURCHASE POWER | POSTAGE/SUPPLIES MAILROOM | \$ 230.49 | |
| UNCLASSIFIED STREET LIGHTING | IOPERATING | 13-02858 | P.S.E.&G. COMPANY | STREET LIGHTING - JUNE 2013 | \$ 46,294.71 | | |
| UNCLASSIFIED TELEPHONE | IOPERATING | 13-02750 | COOPERATIVE COMMUNICATIONS,INC | LD/TOLL SERVICE 7/13 | \$ 678.91 | | |
| | | 13-02751 | ENTERPRISE CONSULTANTS | TELEPHONE MAINTENANCE 6/13 | \$ 1,000.00 | | |
| | | 13-02752 | CABLEVISION LIGHTPATH, INC. | INTERNET/RESERVE 911 SVS 6/13 | \$ 4,025.38 | | |
| | | 13-02850 | VERIZON WIRELESS | CELL SERVICES 5/27-6/26/13 | \$ 8,751.00 | | |
| | | 13-02882 | NEXTEL COMMUNICATIONS | CELLULAR/RADIO SERVICE 6/13 | \$ 646.00 | | |
| | | 13-02883 | VERIZON | TELEPHONE SERVICE 6/13 | \$ 12,329.25 | | |
| | | UNCLASSIFIED TOWING & STORAGE | IOPERATING | 13-02611 | JOHN'S MAIN AUTO BODY | PD CAR 131 TOWED TO CENTRAL | \$ 125.00 |
| UNCLASSIFIED UNEMPLOYMENT COMP | IOPERATING | 13-02914 | STATE OF NJ/DEPT. LABOR/WRKFC | 2ND QTR INSTALLMENT | \$ 11,534.66 | | |
| ES ENGINEERING SERVICES | IOPERATING | 13-03043 | TREASURER-STATE OF NJ (NJPDES) | LSRP ANNUAL FEE-FIRE DEPT HQ | \$ 900.00 | | |

CITY OF HOBOKEN
 CLAIMS LISTING
 AUGUST 7, 2013

| DEPARTMENT | ACCOUNT/FUND | P.O. | VENDOR | DESCRIPTION | \$ |
|---------------------------|--------------|----------|--------------------------------|---------------------------|------------------------|
| ES ENGINEERING SERVICES | IOPERATING | 13-03044 | TREASURER-STATE OF NJ (NJPDES) | LSRP ANNUAL FEE-MSC | \$ 2,300.00 |
| ADM INFO TECH | IOPERATING | 13-03045 | QSCEND TECHNOLOGIES | CRM SOFTWARE 9/1-11/30/13 | \$ 1,500.00 |
| HS SENIOR CITIZEN PROGRAM | IOPERATING | 13-03046 | NEW JERSEY TURNPIKE AUTHORITY | PAYMENT OF TOLL VIOLATION | \$ 103.80 |
| Grand Total | | | | | \$ 6,803,376.89 |

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:

| 04-Jul-13 | TO | 17-Jul-13 | Paydate | 7/24/2013 | |
|--------------------------|-----------------------|-------------------------|---------------------|-----------------------|------------------|
| <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 | 8,816.30 | 0.00 | 0.00 | 8,816.30 |
| 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 | 16,003.20 | 0.00 | 0.00 | 16,003.20 |
| ABC BOARD | 3-01-20-113 | 0.00 | 0.00 | 156.92 | 156.92 |
| PURCHASING | 3-01-20-114 | 6,164.22 | 0.00 | 0.00 | 6,164.22 |
| GRANTS MANAGEMENT | 3-01-20-116 | 0.00 | 0.00 | 0.00 | 0.00 |
| CITY CLERK'S OFFICE | 3-01-20-120 | 15,338.76 | 1,110.95 | 0.00 | 16,449.71 |
| ELECTIONS | 3-01-20-122 | 0.00 | 0.00 | 0.00 | 0.00 |
| FINANCE OFFICE | 3-01-20-130 | 22,144.63 | 0.00 | 0.00 | 22,144.63 |
| 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 | 3-01-20-150 | 11,854.31 | 0.00 | 0.00 | 11,854.31 |
| 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 | 3-01-21-180 | 5,893.96 | 173.08 | 0.00 | 6,067.04 |
| ZONING OFFICER | 3-01-21-186 | 2,746.16 | 0.00 | 0.00 | 2,746.16 |
| HOUSING INSPECTION | 3-01-21-187 | 6,057.63 | 134.70 | 0.00 | 6,192.33 |
| CONSTRUCTION CODE | 3-01-22-195 | 21,331.88 | 415.87 | 12.61 | 21,760.36 |
| POLICE DIVISION | 3-01-25-241-011 | 530,222.85 | 78,104.64 | 0.00 | 608,327.49 |
| POLICE CIVILIAN | 3-01-25-241-016 | 30,141.88 | 4,994.22 | 12.39 | 35,148.49 |
| POLICE DIVISION CLASS II | 3-01-25-241-015 | 4,200.00 | 0.00 | 0.00 | 4,200.00 |
| WORKERS COMP | | 0.00 | 0.00 | 3,660.59 | 3,660.59 |
| Retro | | 0.00 | 0.00 | 21.54 | 21.54 |
| CROSSING GUARDS | 3-01-25-241-012 | 4,504.52 | 0.00 | 799.62 | 5,304.14 |
| EMERGENCY MANAGEMENT | 3-01-25-252 | 15,260.76 | 2,500.68 | 0.00 | 17,761.44 |

| <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 | 431,164.85 | 3,109.77 | 0.00 | 434,274.62 |
| FIRE DIF (STRAIGHT TIME) | | 0.00 | 0.00 | 1,289.04 | 1,289.04 |
| FIRE CIVILIAN | 3-01-25-266-016 | 17,462.91 | 0.00 | 0.00 | 17,462.91 |
| STREETS AND ROADS | 3-01-26-291-011 | 20,252.17 | 1,730.77 | 0.00 | 21,982.94 |
| ENV SRVCS DIR OFFICE | 3-01-26-290 | 4,020.33 | 0.00 | 0.00 | 4,020.33 |
| RECREATION SEASONAL EMP | 3-0128370016 | 5,895.00 | 0.00 | 0.00 | 5,895.00 |
| CENTRAL GARAGE | 3-01-26-301 | 5,124.71 | 6,486.84 | 0.00 | 11,611.55 |
| SANITATION | 3-01-26-305 | 19,199.73 | 5,200.11 | 34.81 | 24,434.65 |
| LICENSING DIVISION | 3-31-55-501-101 | 1,201.57 | 0.00 | 0.00 | 1,201.57 |
| 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 | 20,741.61 | 615.14 | 0.00 | 21,356.75 |
| CONSTITUENT SRCS | 3-01-27-333 | 0.00 | 0.00 | 0.00 | 0.00 |
| SENIOR CITIZENS | 3-01-27-336 | 13,090.28 | 0.00 | 0.00 | 13,090.28 |
| RENT STABILIZATION | 3-01-27-347 | 9,740.12 | 0.00 | 0.73 | 9,740.85 |
| TRANSPORTATION | 3-01-27-348 | 0.00 | 0.00 | 0.00 | 0.00 |
| RECREATION | 3-01-28-370 | 12,145.16 | 1,483.28 | 0.00 | 13,628.44 |
| PARKS | 3-01-28-375 | 12,702.75 | 1,713.37 | 115.27 | 14,531.39 |
| PUBLIC PROPERTY | 3-01-28-377 | 27,541.32 | 4,769.33 | 0.00 | 32,310.65 |
| STIPEND | | 0.00 | 0.00 | 205.24 | 205.24 |
| PUBLIC LIBRARY | 3-0129-390-021 | 0.00 | 0.00 | 0.00 | 0.00 |
| O & M TRUST | T-24-20-700-020 | 5,201.38 | 2,641.38 | 0.00 | 7,842.76 |
| MUNICIPAL COURT | 3-01-43-490 | 36,667.34 | 1,337.63 | 50.78 | 38,055.75 |
| PARKING UTILITY | 3-31-55-501-101 | 113,400.17 | 13,692.32 | 45.35 | 127,137.84 |
| MUN COURT OVERTIME | T-0340000-037 | 0.00 | 1,743.75 | 0.00 | 1,743.75 |
| TRUST - RECREATION ADULT PROG | T-03-40-000-108 | 210.00 | 0.00 | 0.00 | 210.00 |
| STRAIGHT TIME PD TO REC EMPLOYEES | | 0.00 | 0.00 | 0.00 | 0.00 |
| FIRE EDUCATION | T-13-10-000-000 | 0.00 | 683.44 | 0.00 | 683.44 |
| 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> |
|----------------------------|-----------------------|-------------------------|---------------------|-----------------------|--------------|
| OTHER: | | | | | |
| TRUST -GRANT NJDHTS | G-02-41200-P52 | 0.00 | 0.00 | 52,540.44 | 52,540.44 |
| TRUST PAL | T-03-40-000-004 | 533.29 | 0.00 | 0.00 | 533.29 |
| TRUST - SUMMER LUNCH | G-02-41-300-SF3 | 1,686.41 | 0.00 | 0.00 | 1,686.41 |
| CULTURAL AFFAIRS | 3-01-271-760-11 | 2,988.46 | 0.00 | 0.00 | 2,988.46 |
| 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 | 47,053.00 | 47,053.00 |
| 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 |
| HURRICANE SANDY TRUST FUND | 3-01-55-901-014 | 0.00 | 4,644.93 | 0.00 | 4,644.93 |
| GRAND TOTAL | | 1,513,167.14 | 137,286.20 | 106,941.63 | 1,757,394.97 |
| | | | | | 1,757,394.97 |

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

| 12-Jul-13 | TO | 12-Jul-13 | Paydate | 7/15/2013 | |
|--------------------------|-----------------------|-------------------------|---------------------|-----------------------|------------------|
| <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 | 0.00 | 0.00 | 0.00 | 0.00 |
| MAYOR'S OFFICE | 3-01-20-110 | 0.00 | 0.00 | 0.00 | 0.00 |
| CITY COUNCIL | 3-01-20-111 | 0.00 | 0.00 | 0.00 | 0.00 |
| BUS ADMINISTRATOR | 3-01-20-112 | 0.00 | 0.00 | 0.00 | 0.00 |
| ABC BOARD | 3-01-20-113 | 0.00 | 0.00 | 0.00 | 0.00 |
| PURCHASING | 3-01-20-114 | 0.00 | 0.00 | 0.00 | 0.00 |
| GRANTS MANAGEMENT | 3-01-20-116 | 0.00 | 0.00 | 0.00 | 0.00 |
| CITY CLERK'S OFFICE | 3-01-20-120 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| ELECTIONS | 3-01-20-122 | 0.00 | 0.00 | 0.00 | 0.00 |
| FINANCE OFFICE | 3-01-20-130 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | | 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| ASSESSOR'S OFFICE | 3-01-20-150 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | | 0.00 |
| CORPORATE COUNSEL | 3-01-20-155 | 0.00 | 0.00 | 0.00 | 0.00 |
| COMMUNITY DEVELOPMENT | 3-01-20-160 | 0.00 | 0.00 | 0.00 | 0.00 |
| PLANNING BOARD | 3-01-21-180 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | | 0.00 |
| ZONING OFFICER | 3-01-21-186 | 0.00 | 0.00 | 0.00 | 0.00 |
| HOUSING INSPECTION | 3-01-21-187 | 0.00 | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION CODE | 3-01-22-195 | 0.00 | 0.00 | 0.00 | 0.00 |
| STIPEND | | | 0.00 | 0.00 | 0.00 |
| POLICE DIVISION | 3-01-25-241-011 | 0.00 | 0.00 | 0.00 | 0.00 |
| POLICE CIVILIAN | 3-01-25-241-016 | 0.00 | 0.00 | 0.00 | 0.00 |
| POLICE DIVISION CLASS II | 3-01-25-241-015 | 0.00 | 0.00 | 0.00 | 0.00 |
| WORKERS COMP | | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| VACATION | | 0.00 | 0.00 | 0.00 | 0.00 |
| CROSSING GUARDS | 3-01-25-241-012 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| EMERGENCY MANAGEMENT | 3-01-25-252 | 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>TOTAL PAY</u> |
|-------------------------------------|-----------------------|-------------------------|---------------------|-----------------------|------------------|
| FIRE DIVISION | 3-01-25-266 | 0.00 | 0.00 | 0.00 | 0.00 |
| FIRE DIVISION - Uniform allowance | | 0.00 | 0.00 | 142,800.00 | 142,800.00 |
| FIRE - STIPEND | | 0.00 | 0.00 | 0.00 | 0.00 |
| FIRE CIVILIAN | 3-01-25-266-016 | 0.00 | 0.00 | 0.00 | 0.00 |
| STREETS AND ROADS | 3-01-26-291-011 | 0.00 | 0.00 | 0.00 | 0.00 |
| WORKERS COMP | | 0.00 | 0.00 | 0.00 | 0.00 |
| STREETS AND ROADS | 3-01-26-291-015 | 0.00 | 0.00 | 0.00 | 0.00 |
| ENV SRVCS DIR OFFICE | 3-01-26-290 | 0.00 | 0.00 | 0.00 | 0.00 |
| RECREATION SEASONAL EMP | 3-0128370016 | 0.00 | 0.00 | 0.00 | 0.00 |
| STRAIGHT TIME PD TO REC EMPLOYEES | | 0.00 | 0.00 | 0.00 | 0.00 |
| CENTRAL GARAGE | 3-01-26-301 | 0.00 | 0.00 | 0.00 | 0.00 |
| SANITATION | 3-01-26-305 | 0.00 | 0.00 | 0.00 | 0.00 |
| LICENSING DIVISION | 3-31-55-501-101 | 0.00 | 0.00 | 0.00 | 0.00 |
| WORKERS COMP | | 0.00 | 0.00 | 0.00 | 0.00 |
| HUMAN SRVCS DIR OFFICE | 3-01-27-330 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOARD OF HEALTH | 3-01-27-332 | 0.00 | 0.00 | 0.00 | 0.00 |
| CONSTITUENT SRCS | 3-01-27-333 | 0.00 | 0.00 | 0.00 | 0.00 |
| SENIOR CITIZENS | 3-01-27-336 | 0.00 | 0.00 | 0.00 | 0.00 |
| RENT STABILIZATION | 3-01-27-347 | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| PARKS | 3-01-28-375 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| PUBLIC PROPERTY | 3-01-28-377 | 0.00 | 0.00 | 0.00 | 0.00 |
| STIPEND | | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| SICK PAY INCENTIVE | | 0.00 | 0.00 | 0.00 | 0.00 |
| PARKING UTILITY | 3-31-55-501-101 | 0.00 | 0.00 | 0.00 | 0.00 |
| WORKERS COMP | | 0.00 | 0.00 | 0.00 | 0.00 |
| MUN COURT OVERTIME | T-0340000-037 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRUST - RECREATION ADULT PROG | T-03-40-000-108 | 0.00 | 0.00 | 0.00 | 0.00 |
| STRAIGHT TIME PD TO REC EMPLOYEES | | 0.00 | 0.00 | 0.00 | 0.00 |
| FIRE EDUCATION | T-13-10-000-000 | 0.00 | 0.00 | 0.00 | 0.00 |
| 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> | |
|------------------------------|-----------------------|-------------------------|---------------------|-----------------------|------------|------------|
| OTHER: | | | | | | |
| TRUST REC | TENNIS CLINIC | T-03-40-000-110 | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 AFFAIRS | AFFAIRS | 3-01-271-760-11 | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 | 0.00 | 0.00 |
| 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 | | | 0.00 | 0.00 | 142,800.00 | 142,800.00 |
| | | | | | | 142,800.00 |

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

RESOLUTION GRANTING RON BERTUTTI, ESQ. OF WEINER LESNIAK SETTLEMENT AUTHORITY IN THE MATTER OF CITY OF HOBOKEN V. PETACCIO (HUD-L-3104-10) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY RON BERTUTTI TO MELLISSA LONGO IN HIS EMAIL DATED JULY 8, 2013

WHEREAS, the City of Hoboken is currently involved in civil litigation with Petaccio; and,

WHEREAS, Ron Bertutti, Esq. of Weiner Lesniak has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from him to Mellissa Longo dated July 8, 2013; and,

WHEREAS, after legal guidance from Mr. Bertutti, the City Council finds her suggested monetary settlement amount 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 Ron Bertutti, Esq. of Weiner Lesniak is hereby authorized to settle the matter of the City’s civil claim against Petaccio in an amount down to the monetary amount suggested by Ron Bertutti to Mellissa Longo in his e-mail dated July 8, 2013.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 7, 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 TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH SEDITA CAMPISANO & CAMPISANO AS SPECIAL LEGAL COUNSEL-LAND USE AND ENVIRONMENTAL LAW TO THE CITY OF HOBOKEN TO EXTEND THE EXPIRATION DATE FROM JULY 24, 2013 TO DECEMBER 31, 2013, AND TO INCREASE THE NOT TO EXCEED AMOUNT BY \$55,000.00 (\$25,000 FOR OPEN SPACE / \$30,000 FOR GENERAL ENVIRONMENTAL) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$105,000.00

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

WHEREAS, the City of Hoboken awarded a contract to Sedita Campisano & Campisano in accordance with all applicable procurement and pay to play laws and regulations, which it now seeks to amend due to the firm’s specialized knowledge of the outstanding land use and environmental matter the firm is addressing on behalf of the City; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,000.00 is available in the following appropriation C-04-60-711-120 in the CY2013 budget; and I further certify that \$30,000.00 is available in the following appropriation 30120156020 in the CY2013 budget; 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, that an amended contract with Sedita Campisano & Campisano to represent the City as Special Legal Counsel-Land Use and Environmental Law be awarded, for a an amended term to expire December 31, 2013, and for an increase in the not to exceed amount by Fifty Five Thousand Dollars (\$55,000.00), of which \$25,000 shall be for open space and \$30,000 shall be for general environmental law, for a total not to exceed amount of One Hundred Five Thousand Dollars (\$105,000.00); and

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

BE IT FURTHER RESOLVED, new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm’s services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that

compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Sedita Campisano & Campisano; and

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

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

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

Meeting date: August 7, 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 | | | | |

Introduced by: _____

Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE
CONTRACT WITH MARAZITI FALCON HEALEY AS SPECIAL LEGAL COUNSEL-
OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1,
2013 AND EXPIRE DECEMBER 31, 2013 FOR AN INCREASE IN THE NOT TO EXCEED
AMOUNT BY \$150,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$268,500.00**

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Maraziti Falcon Healey responded to in both 2012 and 2013, and having performed the function of special counsel on outstanding litigation matters over the past year, Maraziti Falcon Healey has specialized knowledge and special skills which are necessary for the proper and effective continuation of representation in those outstanding matters, all of which resulted in Maraziti Falcon Healey being awarded a Special Counsel contract for outstanding litigation in the 2013 calendar year, which the City now seeks to amend to increase the not to exceed amount and to add an additional outstanding matter known as the SJP Block B Redevelopment Project Issues; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$150,000.00 is available in the following appropriation 30120156020 in the CY2013 budget; 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, that an amended contract with **Maraziti Falcon Healey** to represent the City as Special Legal Counsel- Outstanding Litigation be awarded, for a term to commence January 1, 2013 and expire December 31, 2013, for an increased not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for a total not to exceed amount of Two Hundred Sixty Eight Thousand Five Hundred Dollars (\$268,500.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: **Maraziti Falcon Healey** shall be paid maximum hourly rates of \$190.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover both outstanding and new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm’s services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **Maraziti Falcon Healey**; and

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

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

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

Meeting date: August 7, 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 | | | | |

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE
CONTRACT WITH VOGEL CHAIT COLLINS AS SPECIAL LEGAL COUNSEL- OUTSTANDING
LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE
DECEMBER 31, 2013 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY
\$20,000.00, WHICH RESULTS IN A TOTAL NOT TO EXCEED AMOUNT OF \$60,000.00**

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

WHEREAS, the City of Hoboken published a Request for Quotations/Qualifications for the Professional Service of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Vogel Chait Collins responded to in 2012, and having performed the function of special counsel on outstanding litigation matters over the past year, Vogel Chait Collins has specialized knowledge and special skills which are necessary for the proper and effective continuation of representation in those outstanding matters; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriation 30120156020 in the temporary CY2013 budget; 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, that the contract with Vogel Chait Collins to represent the City as Special Legal Counsel- Outstanding Litigation be amended, for a term to commence January 1, 2013 and expire December 31, 2013, for an increase in the not to exceed amount by Twenty Thousand Dollars (\$20,000.00), for a total not to exceed amount of Sixty Thousand Dollars (\$60,000.00); and

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

BE IT FURTHER RESOLVED, the remainder of the contract terms shall remain unchanged; and,

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Vogel Chait Collins; and

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

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

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

Meeting date: August 7, 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 | | | | |

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE
CONTRACT WITH EDWARD BUZAK, ESQ. AS SPECIAL LEGAL COUNSEL- LAND USE TO
THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE DECEMBER 31,
2013 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$88,500.00, FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$123,500.00**

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

WHEREAS, the City of Hoboken previously awarded a contract to Edward Buzak, Esq. to represent the City as Land Use Counsel; and,

WHEREAS, the City now seek to amend Edward Buzak’s contract to increase the not to exceed amount by \$88,500.00, of which \$50,000.00 shall be paid by the Open Space Trust Fund for land acquisition and \$38,500.00 shall be paid for with the Special Counsel budget for litigation and general land use legal counsel; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriation C-04-60-711-120 in the CY2013 budget for the Open Space Trust Fund; and to further certify that \$38,500.00 is available in the following appropriation 30120156020 in the CY2013 budget; and I further certify that these commitments 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, that the contract with Edward Buzak, Esq. to represent the City as Special Legal Counsel- Land Use be amended, for a term to commence January 1, 2013 and expire December 31, 2013, and for an increase in the not to exceed amount by Eighty Eight Thousand Five Hundred Dollars (\$88,500.00), which results in a total not to exceed amount of One Hundred Twenty Three Thousand Five Hundred Dollars (\$123,500.00); and

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

BE IT FURTHER RESOLVED, this contract shall cover both outstanding and new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm’s services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in

excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Edward Buzak, Esq.; and

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

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

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

Meeting date: August 7, 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 | | | | |

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON
DESIGNATING THE AREA KNOWN AS THE "NORTH END" WITHIN
THE CITY AS AN AREA IN NEED OF REHABILITATION**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment or areas in need of rehabilitation; and

WHEREAS, on February 18, 2009, the Municipal Council of the City of Hoboken (the "City Council") authorized the Planning Board to undertake a preliminary investigation and conduct a public hearing to determine whether the following Blocks as shown on the Tax Map of the City of Hoboken, commonly known as the North End, should be designated as an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-1 et seq.*:

BLOCK 118; BLOCK 119; BLOCK 120; BLOCK 121; BLOCK 122; BLOCK 123; BLOCK 125; BLOCK 127; BLOCK 128; BLOCK 129; BLOCK 130; BLOCK 131; BLOCK 133; BLOCK 134; BLOCK 136; BLOCK 137; BLOCK 138; BLOCK 140; and BLOCK 141, which is attached hereto as Exhibit A (the "Study Area"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-14*, a delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that the following conditions exist in an area:

- (1) A significant portion of structures therein are in a deteriorated or substandard condition and there is a continuing pattern of vacancy, abandonment or underutilization of properties in the area, with a persistent arrearage of property tax payments thereon; or
- (2) More than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and
- (3) A program of rehabilitation, as defined in section 3 of P.L. 1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community; and

WHEREAS, on January 3, 2013, a Study was prepared by Andrew R. Hipolit, P.E., P.P., C.M.E. (“Mr. Hipolit”), of Maser Consulting, P.A., Planning Board Engineer, to determine whether the Study Area meets requirements to deem the Study Area as an area in need of rehabilitation in accordance with *N.J.S.A* 40A:12A-14, which is attached hereto as Exhibit B (“Rehabilitation Study”); and

WHEREAS, the Rehabilitation Study concluded that the Study Area met the conditions required for a determination that the Area is in need of Rehabilitation because the following requirements were satisfied:

- (1) more than fifty percent (50%) of water infrastructure within the Study Area is over 50 years old,
- (2) more than fifty percent (50%) of the sewer infrastructure within the Study Area is over 50 years old, and
- (3) a program of rehabilitation for both the water and the sewer systems prevents further deterioration and promotes the overall development of the community; and

WHEREAS, on March 28, 2013, an additional Study was prepared by Michael Sullivan, AICP, ASLA, and Elizabeth Mc Manus, AICP, LEED, AP of Clarke Caton Hintz (“Planning Consultants”) to determine whether the Study Area meets the requirements in accordance with *N.J.S.A.* 40A:12A-1 et seq. to deem the Study Area as an area in need of redevelopment or an area in need of rehabilitation (“Redevelopment Study”); and

WHEREAS, the Redevelopment Study recommended that a portion of the Study Area be determined as an area in need of redevelopment and recommended that the entire Study Area be determined as an area in need of rehabilitation consistent with Mr. Hipolit’s Rehabilitation Study; and

WHEREAS, on May 8, 2013, the Planning Board of the City of Hoboken (“Planning Board”) held a Special Meeting to determine whether Study Area meets the criteria for a designation as an area in need of redevelopment and/or an area in need of rehabilitation (“Planning Board Hearing”); and

WHEREAS, at the Planning Board Hearing, the Planning Board heard testimony from both lay and expert witnesses both for and against the designations; and

WHEREAS, at the Planning Board Hearing, Mr. Hipolit testified that “what we determined was that based on field observations, discussions with both the sanitary sewer provider and the water provider, and records of breaks and repairs and flooding, we determined that both the water and the sanitary sewer are significantly greater than 50 years old; and in most cases, over 100 years old;” and

WHEREAS, at the conclusion of the Planning Board Hearing, the Planning Board voted to recommend that the City Council designate the Study Area as an area is in need of rehabilitation; and

WHEREAS, at the conclusion of the Planning Board Hearing, the Planning Board voted not to recommend that the City Council designate the Study Area as an area is in need of redevelopment; and

WHEREAS, on June 11, 2013, the Planning Board adopted a Resolution memorializing its decision to recommend that the City Council designate the Study Area as an area is in need of rehabilitation, which is attached hereto as Exhibit C.

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The City Council hereby designates the Study Area as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A.* 40:12A-14(a).

Section 3. The City Council hereby directs that the City Clerk transmit a certified copy of this resolution to the Commissioner of the Department of Community of Affairs in accordance with the *N.J.S.A.* 40A:12A-14.

Section 4. The designation of the Study Area as an area in need of rehabilitation shall take effect after the City Clerk transmits the resolution to the Commissioner of the New Jersey Department of Community Affairs.

Section 5. This resolution shall take effect immediately.

Meeting Date: _____, 2013

Department of Administration

Approved as to form:

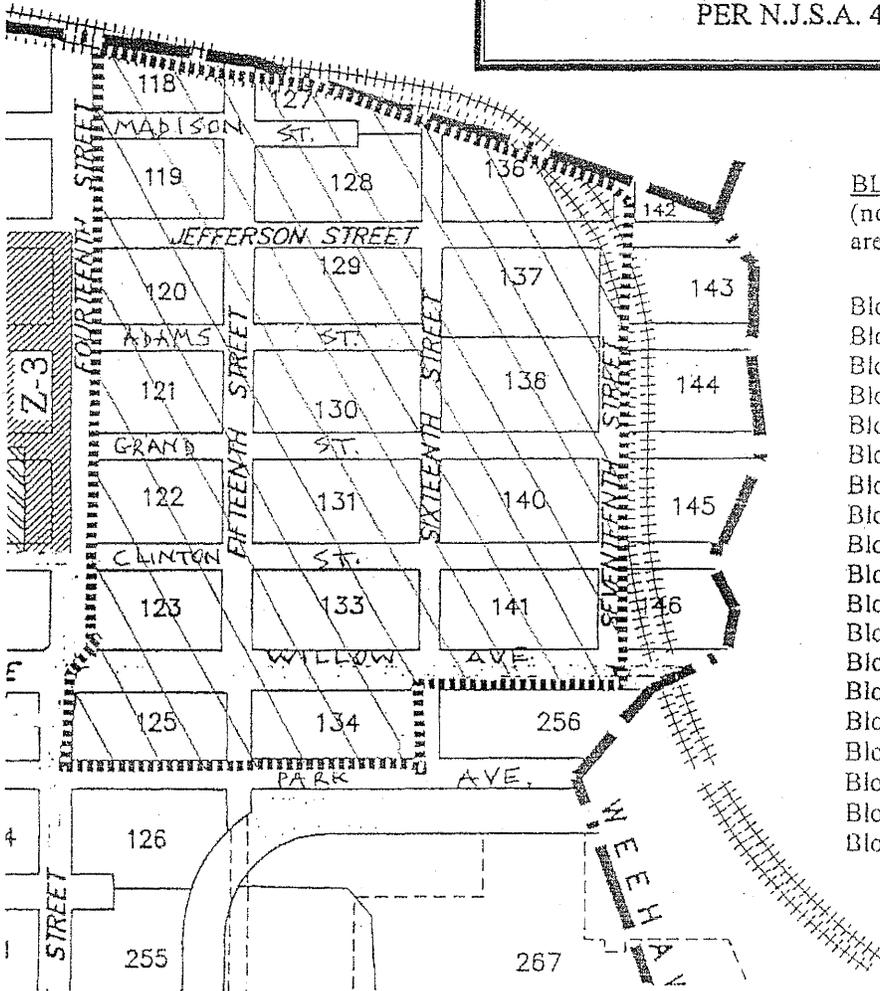
**Quentin Wiest, Business Administrator
Counsel**

Mellissa Longo, Esq., Corporation

EXHIBIT A

SCHEDULE A

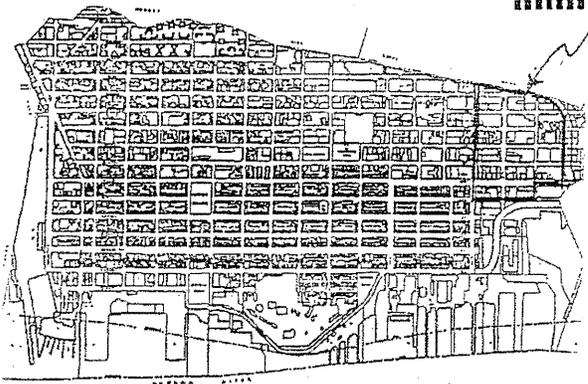
PROPOSED PRELIMINARY INVESTIGATION
STUDY AREA
TO DETERMINE WHETHER AREA IS AN
AREA IN NEED OF REDEVELOPMENT
PER N.J.S.A. 40A:12A-1 et seq.



BLOCKS & LOTS

(note: all lots on each block listed below are included unless otherwise indicated)

- Block 118
- Block 119
- Block 120
- Block 121
- Block 122
- Block 123
- Block 125
- Block 127
- Block 128
- Block 129
- Block 130
- Block 131
- Block 133
- Block 134
- Block 136 (excluding Lot 6.2)
- Block 137
- Block 138
- Block 140
- Block 141



STUDY AREA DESCRIPTION: The proposed study area boundary runs along the line of Fourteenth St./Fourteenth St. Viaduct starting at Park Avenue, running westerly to its intersection with the city's western boundary, then northerly to a point which is approximately coincidental with the Light Rail Track/Seventeenth St., then easterly until it reaches Willow Avenue, then southerly to Sixteenth Street, then easterly to Park Avenue, then southerly back to Fourteenth St.

EXHIBIT B



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

200 Valley Road, Suite 400
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

MEMORANDUM

To: Michael F. Sullivan, ASLA, AICP, of Clarke Caton Hintz

From: Andrew R. Hipolit, P.E., P.P., C.M.E., Planning Board Engineer 

Date: January 3, 2013

Re: North End Redevelopment Area – Area In Need of Rehabilitation
Existing Water and Combined Sanitary/Storm Sewer Study
City of Hoboken, Hudson County, New Jersey
MC Project No. HOP-132

INTRODUCTION

The North End Redevelopment Study Area (the “Study Area”) is located in the northwestern section of the City and includes the following City Right of Ways (ROWs) that have been identified as part of the Study Area:

- 14th Street (Hudson County Route 670);
- 15th Street (Hudson County Route 732);
- 16th Street (Hudson County Route 733);
- 17th Street Right of Way (Unimproved)
- Madison Avenue;
- Jefferson Street;
- Adams Street;
- Grand Street;
- Clinton Street;
- Willow Avenue (Hudson County Route 675); and,
- Park Avenue (Hudson County Route 677).



The Hoboken City Council is seeking a recommendation from the Planning Board regarding the designation of the above referenced study area as an “Area in Need of Rehabilitation.”

In order to deem an area as an “Area in Need of Rehabilitation,” the Applicant must show that “a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of repair or substantial maintenance; and a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community.”

To determine whether these requirements have been met, Maser Consulting P.A. (Maser Consulting) has conducted a study of the existing water and sanitary sewer utilities within the Study Area. The work for the study included a site visit, preparation of a description of visible elements of the existing water and sanitary sewer utilities found within the Study Area, discussions with utility company representatives regarding the existing utility systems, and the preparation of a report detailing the findings of the study.

INFORMATION SOURCES

This report is based on information obtained from the following sources:

- a. Site visit of the Study Area, conducted on October 12, 2012;
- b. Photographs of Study Area, taken at above referenced site visit, October 12, 2012;
- c. Discussions with Philip Reeve of the North Hudson Sewerage Authority (NHSA) on October 23, 2012;
- d. Email dated December 10, 2012 from Joseph Sensale of United Water to Craig P. Hermann of Maser Consulting, PA.
- e. Email dated December 14, 2012 sent by Joseph Sensale of United Water to Kay LiCausi, forwarded to this office on December 17, 2012;
- f. Review of Sewer System Mapping made available by North Hudson Sewerage Authority;
- g. Review of Tax Map information;



- h. FEMA FIRM Map – Map Number 34017C0043D (Firmette Attached);
- i. FEMA FIRM Map – Map Number 34017C0044D (Firmette Attached)

STUDY AREA DEFINITION

The Study Area includes the following Hoboken City ROWs that were identified as located within the North End Study Area:

- 14th Street (Hudson County Route 670), between the City's Boundary with Union City and Park Avenue (Hudson County Route 677);
- 15th Street (Hudson County Route 732), between the City's Boundary with Union City and Park Avenue (Hudson County Route 677);
- 16th Street (Hudson County Route 733), between the City's Boundary with Union City and Park Avenue (Hudson County Route 677);
- What appears to be the unimproved 17th Street ROW, between the City's Boundary with Union City and Willow Avenue (Hudson County Route 675);
- Madison Avenue 14th Street (Hudson County Route 670) to the northerly end of the Madison Avenue ROW, north of 15th Street (Hudson County Route 732);
- Jefferson Street from 14th Street (Hudson County Route 670) to what appears to be the 17th Street ROW;
- Adams Street from 14th Street (Hudson County Route 670) to what appears to be the 17th Street ROW;
- Grand Street from 14th Street (Hudson County Route 670) to what appears to be the 17th Street ROW;
- Clinton Street from 14th Street (Hudson County Route 670) to what appears to be the 17th Street ROW;
- Willow Avenue (Hudson County Route 675) from 14th Street (Hudson County Route 670) to what appears to be the 17th Street ROW; and



- Park Avenue (Hudson County Route 677) from 14th Street (Hudson County Route 670) to 16th Street (Hudson County Route 733).

STUDY AREA CHARACTERISTICS

Maser Consulting has reviewed available mapping of the area and has performed a site visit. After reviewing all available information, this office offers the following description of the site characteristics of the Study Area:

- The Study Area, as previously defined, is an urban area that has been developed with improvements typically associated with an urban environment including, but not limited to, the following:
 - a. Paved roadways;
 - b. Concrete sidewalks;
 - c. Concrete driveway aprons;
 - d. Paved parking areas;
 - e. Underground and above ground utilities; and,
 - f. Some small landscaped areas.

It appears that the existing lots within the site were developed with buildings in close proximity to each other and located very close to, if not directly on, the Right-of-Way (ROW) line.

- The area is serviced by above ground utilities, that appear to include electric, cable, and telephone. This is evident by the telephone poles and associated above ground wires located in the Study Area.
- The area is serviced by underground utilities including gas, combined sanitary/storm sewer, and water. This is evident by manholes (Photo #s 1, 2 and 4), storm sewer



collection grates, gas valves, gas utility markout (Photo #3), water utility markout (Photo #3), and water valves (Photo #3) found in the Study Area.

DESCRIPTION OF EXISTING COMBINED SANITARY/STORM SEWER UTILITY

Maser Consulting has reviewed the information available, as of December 21, 2012, for the existing combined sanitary/storm sewer system within the Study Area. The following information is based on our review:

- The combined sanitary/storm sewer system in Hoboken is owned and operated by the North Hudson Sewerage Authority (NHSA).
- Sanitary Sewer Manholes, labeled with NHSA (Photos #1 and #4), as well as storm sewer collection inlets were found in the study area confirming the presence of the combined gravity sanitary/storm sewer system.
- A utility markout (Photo #2) was performed on the street confirming the presence of the combined gravity sanitary/storm sewer system.
- The NHSA Mapping shows that the sanitary/storm sewer system was constructed of concrete pipe, cast iron pipe (CIP), and vitrified clay pipe (VCP).
- The combined gravity sanitary/storm sewer infrastructure is located in the following roadways within the Study Area:
 - a. 14th Street (Hudson County Route 670), from the City Boundary with Union City and Park Avenue (Hudson County Route 677);
 - b. 15th Street, from Willow Avenue (Hudson County Route 675) to Park Avenue (Hudson County Route 677), NHSA Mapping shows the Sanitary Sewer Main



being located just south of 15th Street ROW between Madison Avenue and Willow Avenue (Hudson County Route 675);

- c. Madison Avenue from 14th Street (Hudson County Route 670) to a point in Madison Avenue just south of 16th Street;
 - d. Jefferson Street from 14th Street (Hudson County Route 670) to a point in Jefferson Street just south of 16th Street;
 - e. Adams Street from 14th Street (Hudson County Route 670) to a point in Adams Street just south of 16th Street;
 - f. Grand Street from 14th Street (Hudson County Route 670) to a point just south of the City of Hoboken and Township of Weehawkin Municipal Boundary;
 - g. Clinton Street from 14th Street (Hudson County Route 670) to a point just south of the City of Hoboken and Township of Weehawkin Municipal Boundary
 - h. Willow Avenue (Hudson County Route 675) from 14th Street (Hudson County Route 670) to the City of Hoboken and Township of Weehawkin Municipal Boundary;
 - i. Park Avenue (Hudson County Route 677) from a point just north of 14th Street (Hudson County Route 670) to a point just south of the City of Hoboken and Township of Weehawkin Municipal Boundary;
- A forty-eight (48) inch RCP conducts water from the Adams Street Waste Water Treatment Plant to the Hudson River. The forty-eight (48) inch RCP Pipe can act as a pressure or gravity pipe, depending on the conditions, and is located in the following City ROWs within the study area:
 - a. 16th Street from Grand Street to Clinton Street;
 - b. Clinton Street from 16th Street to 15th Street; and
 - c. 15th Street from Clinton Street to the Outfall at the Hudson River.
 - In the previously referenced discussion, Mr. Reeve of NHSA indicated that the combined sanitary/storm sewer system within Hoboken was constructed in three (3) phases. The



first phase was constructed pre-1900, the second phase was constructed pre-1919, and the third phase was constructed pre-1939. Mr. Reeve indicated that the sanitary/storm sewer system located in the Study Area was constructed in the pre-1939 phase.

- Mr. Reeve also indicated that the forty-eight (48) inch reinforced concrete pipe was constructed in 1956. As previously discussed, the forty-eight (48) inch reinforced concrete pipe is the outfall pipe from the Adams Street Wastewater Treatment Plant that directs water from the treatment plant to the Hudson River outfall. According to Mr. Reeve, the forty-eight (48) inch reinforced concrete pipe can act as a gravity pipe or a pressure pipe depending on the conditions.
- Mr. Reeve indicated that a rehabilitation project, consisting of the installation of a pipe liner, is proposed for the forty-eight (48) inch reinforced concrete outfall pipe.

DESCRIPTION OF EXISTING WATER UTILITY

Maser Consulting has reviewed the information available, as of December 21, 2012, for the existing water utility within the Study Area. The following information is based on our review:

- The Water System in Hoboken is operated and maintained by United Water. Mr. Sensale indicated that the City of Hoboken owns the water system.
- Mr. Sensale indicated that due to security reasons, United Water will not provide mapping of the water system. However, water valves that were found in the Study Area are indicative of the existence of a water system in the roadways (Photo #3). In addition, fire hydrants that were found in the Study area also confirm the presence of the water system.



- Based on discussions with Mr. Sensale of United Water, all of the water mains located in Hoboken are cast iron non-cement lined piping.
- Mr. Sensale indicated that the exact age of the system is unknown. However, when water pipes were excavated to make repairs, Mr. Sensale indicated that United Water has seen dates cast in the pipe as far back as the mid 1800s.
- Mr. Sensale indicated that new cement lined ductile iron pipes have been installed at various areas in the City to support development projects. A review of the list provided by Mr. Sensale revealed that an existing water main was replaced with a new cement lined ductile iron pipe at one location along the southerly boundary of the study area (14th Street between Clinton Street and Madison Street)

BASIS FOR “AREA IN NEED OF REHABILITATION” CLASSIFICATION

Proof for deeming an “Area in Need of Rehabilitation” involves showing that the age of the water and sewer systems are at least fifty (50) years old and the fact that a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community. The following is provided regarding the sanitary/storm sewer and water systems as related to the classification defined above: :

- a. The sanitary sewer system was constructed of vitrified clay pipe (VCP), cast iron pipe (CIP), and reinforced concrete pipe within the Study Area.
- b. The combined sanitary sewer/drainage system was most likely constructed between 1919 and 1939, but could have been constructed as far back as 1900. This would make the sanitary sewer system at least 73 years old. However, the sanitary sewer system could be as old as 111 years.
- c. The Study Area also contains a forty-eight (48) inch reinforced concrete outfall pipe.



- d. The outfall pipe was constructed in 1956, making the outfall portion of the system at least 55 years old.
- e. The NHSA is already planning on conducting a rehabilitation project that consists of the installation of a liner in the forty-eight (48) inch reinforced concrete outfall pipe.
- f. The existing water system was constructed of cast iron non-cement lined pipe.
- g. The exact age of the water system is unknown. However, when water pipes were excavated to make repairs, Mr. Sensale indicated that United Water has seen dates cast in the pipes as far back as the mid 1800's. This evidence shows that the water system is over 50 years old.

Water System in Need of Rehabilitation

It is evident that the water system is over fifty (50) years old by the dates cast in the existing pipes removed to conduct repairs. In addition, the need to repair water main breaks verifies that the existing water system would benefit from program of rehabilitation. Further, the fact that United Water is currently rehabilitating portions of the system, which is evident by the various water main replacements performed by United Water, further confirms that the existing water system would benefit from a program of rehabilitation.

It is expected that the rehabilitation of the existing water system will prevent further deterioration by limiting the number of water main failures that cause water interruptions for City residents as well as emergency services. In addition, a rehabilitation program may also allow for the upgrade of the system to better serve the residents with improved water services, such as greater fire flows.

Combined Sanitary/Storm Sewer System in Need of Rehabilitation

Since the combined sanitary/storm sewer was constructed in the 1919 to 1939 construction phase and the outfall pipe was constructed in 1956, it has been determined that the combined sanitary/storm sewer system is over fifty (50) years old. In addition, it is clear that the combined



sanitary/storm sewer system is undersized for its intended purpose. This is evident from the amount of flooding that is experienced within the Study Area, and the City, during rainfall events.

The intended purpose of the combined sanitary storm sewer system is to facilitate movement of sanitary sewer flows as well as storm flows through the conveyance system to sewage treatment facilities. Since the undersized system cannot accommodate sanitary sewer and storm sewer flows during rainfall events, the system overflows into the streets of the City. This is clear from the flooding that is experienced in the Study Area and the City.

When the Study Area floods due to the inability of the existing sanitary/storm system to accommodate the combined storm and sanitary flows, the City becomes inundated with a mixture of sanitary sewage and stormwater. This combination of stormwater and sanitary sewage creates a health, safety, and welfare issue for the residents of the City.

The rehabilitation of the combined sanitary/storm sewer may alleviate, or at least reduce, the flooding that occurs within the Study Area due to the undersized system. The reduction or possible elimination of the flooding may help prevent further deterioration of the combined sanitary/storm sewer by reducing the damage to the City infrastructure due to the flooding. In addition, the reduction or possible elimination of the flooding will benefit and promote the overall development of the community by reducing the health, safety, and welfare issues caused by the flooding, which includes the residents' exposure to the combined stormwater and raw sewage that flows onto the City Streets.

Further, it is evident that the sanitary/storm sewer system is in need of repair or substantial maintenance due to the fact that NHSA is planning a rehabilitation project for the forty-eight (48) inch reinforced concrete outfall pipe consisting of the installation of a pipe liner. This confirms that fact that a program of rehabilitation can be expected to prevent further deterioration and promote the overall development of the community.



CONCLUSION

The Hoboken City Council is seeking a recommendation from the Planning Board regarding the designation of the above referenced study area as an “Area in Need of Rehabilitation.” To have an area deemed in need of rehabilitation, the Applicant must show that “a majority of the water and sewer infrastructure in the delineated area is at least fifty (50) years old and is in need of repair or substantial maintenance; and a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community.”

Through information sources available to this office at the time the study was conducted, the following was determined:

- a. The water system and the combined sanitary/storm sewer system are over 50 years old.
- b. Due to water main breaks that interrupt water service to City residents, as well as the water mains being replaced by United Water, it is clear that the water system will benefit from a rehabilitation program.
- c. Due to repeated flooding of the Study Area because of the undersized combined sanitary/storm sewer system, it is clear that the combined sanitary/storm sewer system will benefit from a rehabilitation program.
- d. Due to the fact that NHSA is planning a rehabilitation project for the forty-eight (48) inch reinforced concrete outfall pipe consisting of the installation of a pipe liner confirms that a program of rehabilitation can be expected to prevent further deterioration and promote the overall development of the community.
- e. The rehabilitation programs for both the water and sewer systems will prevent further deterioration and promote the overall development of the community by further protecting the health, safety, and welfare of the City.

PHOTOS



Photo #2: NHSA Manhole with Sanitary/Storm Sewer Utility Markout



Photo #2: NHSA Manhole with Sanitary/Storm Sewer Utility Markout



Photo #3: Water Valve and Water Main Utility Markout

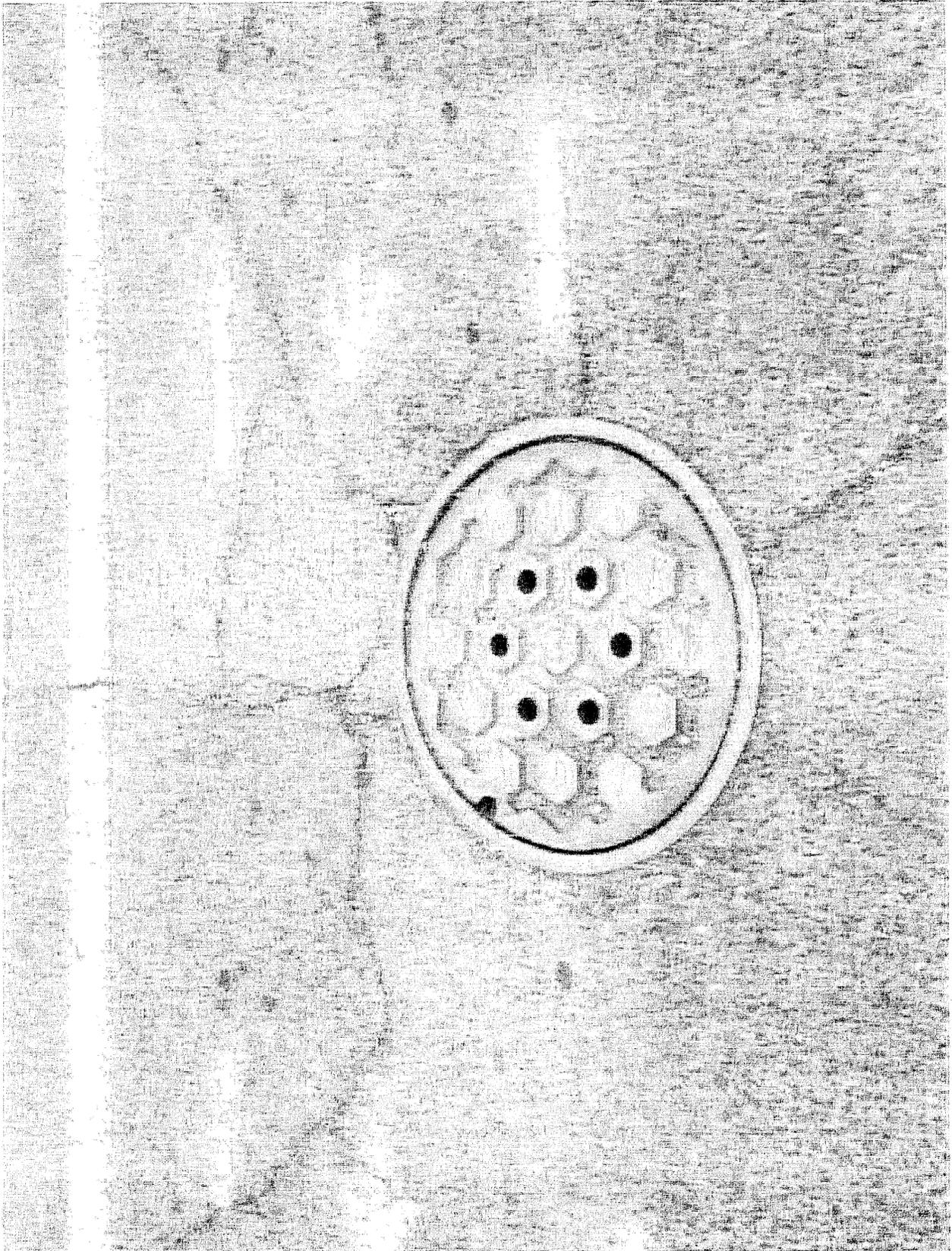


Photo #4: Sanitary/Storm Manhole cover with holes.

**FEMA FIRM
FIRMette MAPS**



Township of
Weehawken
340228

ZONE X
ZONE X

45° 12' 00" N

ZONE X

ZONE X

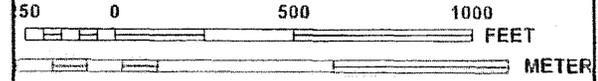
City of
Hoboken
340222

ZONE X

40° 45' 00"
74° 01' 52.5"



MAP SCALE 1" = 500'



PANEL 0043D

FIRM

FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 43 OF 118

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|-----------------------|--------|-------|--------|
| HOBOKEN CITY OF | 340222 | 0043 | D |
| JERSEY CITY CITY OF | 340223 | 0043 | D |
| NORTH BERGEN TOWNSHIP | 340225 | 0043 | D |
| CF | | | |
| SECAUCUS TOWN OF | 340226 | 0043 | D |
| WEEHAWKEN TOWNSHIP OF | 340228 | 0043 | D |

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

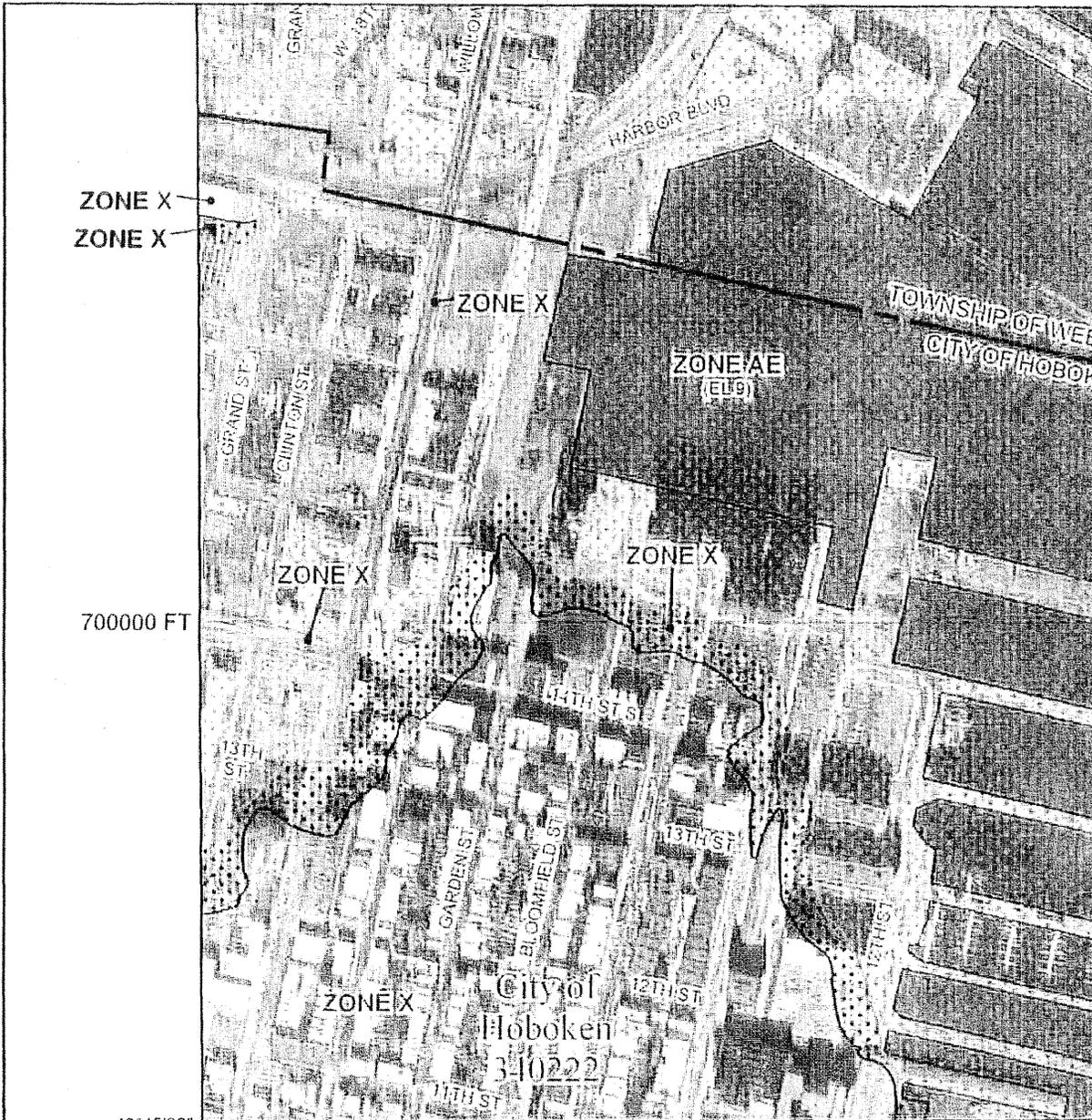


MAP NUMBER
34017C0043D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



ZONE X
ZONE X

ZONE X

ZONE AE
(EL9)

TOWNSHIP OF WEEHAWKEN
CITY OF HOBOKEN

ZONE X

ZONE X

700000 FT

40°45'00"

74°01'52.5"

5 82^{000m} E



MAP SCALE 1" = 500'



NFIP

PANEL 0044D

FIRM

FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 44 OF 118

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|--------------------------|--------|-------|--------|
| HOBOKEN CITY OF | 340222 | 0044 | D |
| NORTH BERGEN TOWNSHIP | 340225 | 0044 | D |
| OF WEEHAWKEN TOWNSHIP OF | 340228 | 0044 | D |
| WEST NEW YORK TOWN OF | 340229 | 0044 | D |

Notice to User: The Map Number shown below should be used when placing map orders, the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
34017C0044D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

EXHIBIT C

COPY

**RESOLUTION
RECOMMENDING DESIGNATION OF THE NORTH END AREA
AS AN AREA IN NEED OF REHABILITATION**

NORTH END AREA : PLANNING BOARD OF ADJUSTMENT
: CITY OF HOBOKEN
: BLOCK 118; BLOCK 119; BLOCK 120;
: BLOCK 121; BLOCK 122; BLOCK 123;
: BLOCK 125; BLOCK 127; BLOCK 129;
: BLOCK 130; BLOCK 131; BLOCK 133;
: BLOCK 134; BLOCK 136; BLOCK 137;
: BLOCK 138; BLOCK 140; BLOCK 141

WHEREAS, on February 18, 2009, the City of Hoboken City Council authorized the Planning Board to undertake a preliminary investigation and conduct a public hearing to determine whether the area of the City known as the "North End" fulfilled the criteria as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-6; and

WHEREAS, the Hoboken City Council is seeking recommendation from the Planning Board regarding the designation of the area as an "Area in Need of Rehabilitation" located in the northwestern corner of the City of Hoboken Adjacent to Union City and Weehawken, consisting of approximately 30.17 acres on the tax map of the City of Hoboken, being commonly known as "North Hoboken" or "NoHo", New Jersey and said premises being in the I-1 Industrial District Zone except for Blocks 125 and 134 which are within the I-1 (W) Zone; and the following City right-of-ways identified as part of the study area:

- 14th Street (Hudson County Route 670);
- 15th Street (Hudson County Route 732);
- 16th Street (Hudson County Route 733);
- 17th Street right-of-way (unimproved);
- Madison Avenue;
- Jefferson Street;
- Adams Street;
- Grand Street;
- Clinton Street;
- Willow Avenue (Hudson County Route 675);
- Park Avenue (Hudson County Route 677); and

WHEREAS, the area is an urban area that has been fully developed with paved roadways, concrete sidewalks, concrete driveway aprons; paved parking areas, underground and above ground utilities, and some landscaped areas. It is serviced by above ground utilities that

include electric, cable and telephone and underground utilities that include gas, combined sanitary/storm water sewer and water; and

WHEREAS, a study made by Maser Engineering, dated January 3, 2013, indicated that a majority of the water and sewer infrastructure is at least fifty (50) years old and is need of repair and that the proposed rehabilitation is expected to prevent further deterioration and promote the overall development of the community; and

WHEREAS, the Board held a public hearing on said application on May 8, 2013; and

WHEREAS, adequate notice was given to the public in accordance with the law; and

WHEREAS, the Board has heard the testimony and evidence presented by the City's professionals, and received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

1. Based upon the comments of the City's special Professional Planner, Michael Sullivan, ASLA, AICP, the Board made the following findings of fact:
 - A. A study was conducted of 52 properties within the study area. In all instances, access was sought to these sites and all information provided by the owners regarding the condition of their specific properties was documented.
 - B. The study area is divided into two (2) Zones – the I-1 Zone (which is the bulk of the area) from Willow Avenue to the border of Union City and north to the light rail. The other Zone is the I-1 (W) Zone, an industrial zone but permits other uses.
 - C. Although each property was studied, the special planner identified the following properties that met the criteria for classifying the area as being in need of rehabilitation:
 - i. Property 27 (Block 125, Lots 3 and 4) – located at the corner of Park and 14th Street is the BP

service station. There is a history of repetitive accidents on Park Avenue directly related to left turns going into and across the traffic into their driveway. The County standard requires 100 feet of offset from the intersection and they have approximately 63 feet which is an obsolete and substandard condition which should be included in a redevelopment area.

- ii. Property 28 (Block 125) is the former Stahl Soap Factory. It is dilapidated, unsafe and obsolete. It still has a lot chemical waste materials and it has structural problems and contamination within the building.
- iii. Property 29 (Block 125, Lot 8) is the corner of Willow and 15th Street. There is a discontinued commercial use building that is unsafe, has water infiltration, and significant mold issues.
- iv. Property 26 (1401 and 1411 Willow Avenue, Lots 1, 2, 5 and 6) is the adjacent Hess station meets the criteria due to the proximity of the driveway on the BP site.
- v. Property 30 is at the corner of Park and 15th Street. It is the former car rental facility which does not meet the criteria but the applicant finds it necessary for the effective redevelopment of the block as a holistic redevelopment.
- vi. Property 39 (Block 133 - 1501-1507 Clinton, Lots 1, 2, 3, 4, 5, 7, 8 and 9) is a substandard unsafe building. It contains water damage, ceiling damage, and structural failure.
- vii. Property 41 (Block 133) is at the northern end spanning the block between Willow Avenue and Clinton. The property is a former industrial use which has an office component which is currently being used by a real estate company. The bulk of the building is vacant and does not lend itself to any retrofitting. There is evidence of structural weakness and it is in disrepair.

- viii. Property 40 (Block 133) is at the southeastern corner of the block at 15th Street and Willow Avenue. It contains a car wash which is a non-permitted use and has a substandard driveway.
 - ix. Property 42 – is a building that was formerly used for industrial purposes and is vacant. It is unsafe had has structural issues.
 - x. Property 44 – two former industrial buildings that were discontinued and were in significant disrepair. They have been demolished.
 - xi. Property 43 (Block 134, Lot 2) – 1500 Park Avenue is a discontinued commercial/industrial use. There was an auto body facility with illegal apartment. The auto body facility has been removed.
- D. In 1979, the City as a whole was designated as an area in need of rehabilitation.
- E. The Maser Engineering study dated January 3, 2013, indicating that the water and sewer infrastructure was more than 50 years old and needs to be rehabilitated is attached to this Resolution as Exhibit “A”.
- F. There are a number of properties in the area that have updated and repurposed the old industrial/commercial buildings with some great contemporary uses; but overall designating this an area in need of rehabilitation will increase the tempo of updating this section of the City.
- G. Near the intersection of Willow and 14th Street there is a store (Battaglia’s), a biergarten, parking, lofts and an architect’s office with a very nice façade. These properties were not recommended for rehabilitation because they would not meet the criteria. Mr. Sullivan opined that these “pioneers” could facilitate more people to follow them in rehabilitation and redevelopment of the properties around them.
2. Based upon the comments of John Reilly, Esquire, Attorney for Francis Tedesco who has properties within the study and Coach Services America, made the following comments:

project, does not meet the long-term tax abatement or the power of eminent domain which comes with a redevelopment area designation.

- K. In the alternative, he suggests that the Board adopt the recommendation of Mr. Sullivan that the entire North End be declared a rehabilitation area so that a comprehensive plan can be adopted to make the North End Area the gateway from the north.
3. Based upon the sworn testimony of Buddy Valastro, owner of Carlos' Bakery, came in support of the proposed redevelopment area suggesting it would enhance the appearance of the northern gateway and create jobs. He also indicated that he has plans to possibly put a bakery in that area.
 4. Based upon the sworn testimony of Hany Ahmed, of 225 River Street, stated that he is one of the "pioneers" of the area that rehabbed an old dilapidated industrial building, about a 120 years old, which is known today as the biergarten. He explained how he brought his vision before the Zoning Board and through many revisions was able to go forward.
 5. Based upon the sworn testimony of the City's Architect, John Hatch, AIA, the Board made the following findings of fact:
 - A. The structural conditions of the buildings were inspected by a separate engineering company in 2009.
 - B. The comments that were included in their report were from direct observation both inside and outside relating to the structural issues.
 6. Based upon the sworn testimony of the Board's Engineer, Andrew Hipolit, the Board made the following findings of fact:
 - A. In January of 2013 the water and sanitary sewer conditions of this area were looked at; specifically if the water and sanitary sewer in that area is 50 years old or greater and in need of substantial repair.
 - B. Based on field observations, discussions with both the sanitary sewer and water providers, the records of breaks and repairs, it was determined that both the

project, does not meet the long-term tax abatement or the power of eminent domain which comes with a redevelopment area designation.

- K. In the alternative, he suggests that the Board adopt the recommendation of Mr. Sullivan that the entire North End be declared a rehabilitation area so that a comprehensive plan can be adopted to make the North End Area the gateway from the north.
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 6. Based upon the sworn testimony of the Board's Engineer, Andrew Hipolit, the Board made the following findings of fact:
 - A. In January of 2013 the water and sanitary sewer conditions of this area were looked at; specifically if the water and sanitary sewer in that area is 50 years old or greater and in need of substantial repair.
 - B. Based on field observations, discussions with both the sanitary sewer and water providers, the records of breaks and repairs, it was determined that both the

water and sanitary sewer are greater than 50 years old; and mostly over 100 years old.

- C. Recently there was a water main break in that area and the water lines are all in need of substantial repair.
- D. With respect to the sanitary sewers – that area floods significantly because the system is significantly undersized and is in need of substantial repairs.

7. Based upon the sworn testimony of the Board's Professional Planner, David Roberts, P.P., the Board made the following findings of fact:

- A. The general character is an industrialized area with uses that may or may not be permitted. The predominant aesthetic is parking and garages, chain-link fence, barbwire or enclosed parking structures. The area meets the criteria for a rehabilitation designation.
- B. Historical aerial photographs of the area (back to the 1950's) showed that until 1966 the actual street grid did not extend past 15th Street.
- C. This area was growing from the 1960's into the 1980's then there was some devolution. In some areas where large parking areas existed in the 1950's, they still exist today.
- D. The sewer treatment plant filled that northwest corner in the 1990's and on the eastern side there were some buildings that became vacant and then were demolished.
- E. The area has always been industrial in terms of its character.

8. Armand Bestebe, the owner of the BP gas station on Park and 14th Street, asked why his property was singled out to need to be redeveloped since other gas stations also have the driveway limitations. Mr. Sullivan explained to him that the driveway issue limitation alone is not the problem, but the number of accidents that have occurred at this intersection put them into the Criterion D under the status. Mr. Bestebe

let it be known that he is not in favor of selling his gas station as it is a big asset for him. He was informed that the existing business is in an area where the traffic flow has changed and the streets were made wider making it a more dangerous for cars to exit the gas station.

9. Hillary Schrauth, of 1426 Willow Avenue, thought that the BP gas station was a good asset to the neighborhood. She also wondered who would pay for any remediation that would be necessary should they remove the gas station from the site. She was informed that the cost of remediation would be borne by the developer. She also inquired as to how long it would take to go through a redevelopment. The process was explained to her and it could be a lengthy process.
10. The Board questioned what process would be better for this particular area. Mr. Sullivan explained that a rehabilitation plan vs. a redevelopment plan is not necessarily better or worse. The redevelopment designation gives the ability to use eminent domain, allows the combination of properties, and also provides that developers can take advantage of a 30-year tax abatement; which is an incentive for the developer.
11. The Board questioned why rehabilitation provides a better option than re-zoning. Mr. Sullivan talked about the difficulties and constraints with respect to amending the zoning in a place like the North End. A Zoning Ordinance, by statute, must bear some relationship to the character of the district – which, in the case of the North End Study Area, is mainly an industrial district. If the zoning was to greatly change, such that industrial uses were no longer permitted, the Ordinance could be attacked and challenged because it may not bear the proper relationship to the existing character of the district. Application of the statutory criteria for an Area in Need of Rehabilitation raises a different series of questions for a district, questions that do not contemplate whether or not the zoning regulations reflect the character of the district.
12. Eugene Flinn, of 51 Fulton Street, Weehawken, owns a few businesses in Hoboken noted that in his opinion, a redevelopment at the gateway would be a big benefit to the City.
13. Mike Henderson, of 1500 Hudson Street, felt it was very important for the Board to look at the distinction between

rehabilitation and redevelopment and the tax implications. He referred to businesses that are successful in place already and pointed out that the market itself is driving people to the area.

14. The Board determined that the incentives that are made available to developers for a redevelopment of this area are not necessary at this time because the market is fixing the problem of underuse as more businesses are coming into the area and are readapting the buildings for a variety of uses.
15. The Board finds that the properties are ripe for an orderly and planned pathway and that designating the North End Area as an area in need for rehabilitation would better serve that goal.
16. The Board understands that if the area was designated for redevelopment, eminent domain becomes a possibility. This is not the case with rehabilitation. The Board concludes that rehabilitation provides the correct cure at this time.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 8th day of May, 2013, upon a motion made by Frank Magaletta and seconded by Daniel Weaver to recommend to the Governing Body that there was insufficient evidence that the applicant has met the criteria designating the area in need of redevelopment; but that the Board found ample evidence to declare this an area in need of rehabilitation.

VOTE ON ROLL CALL:

IN FAVOR: Stephen Marks; Daniel Weaver; Frank Magaletta; Sasha Conroy;

OPPOSED: Gill Mosseri; Rami Pinchevesky; Gary Holtzman

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Planning Board of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 8th day of May, 2013, upon a motion made by Frank Magaletta and seconded by Daniel Weaver to recommend to the Governing Body that the entire area be designated as an area in need of rehabilitation only.

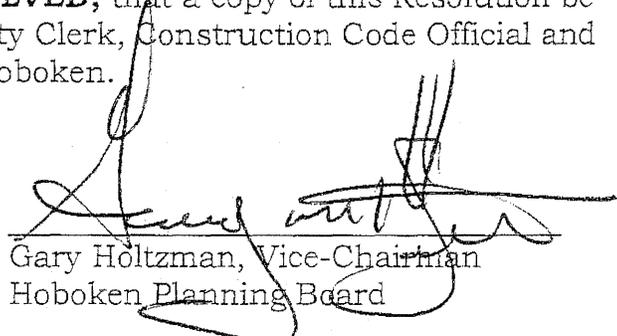
VOTE ON ROLL CALL:

IN FAVOR: Stephen Marks; Gill Mosseri; Rami Pinchevesky;
Daniel Weaver; Frank Magaletta; Sasha Conroy;
Gary Holtzman

OPPOSED: None

Publication of a notice of this decision will be published in one of the City's officially designated newspapers, at the cost of the applicant.

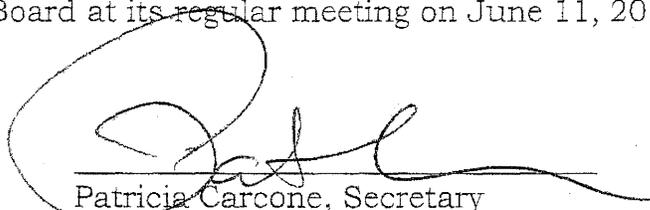
BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, City Clerk, Construction Code Official and Zoning Officer of the City of Hoboken.



Gary Holtzman, Vice-Chairman
Hoboken Planning Board

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution for North End Redevelopment voted on May 8, 2013 and duly adopted as to form by the Planning Board at its regular meeting on June 11, 2013.



Patricia Carcone, Secretary
Hoboken Planning Board

Introduced by: Occhipinti
Seconded by: Mason

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION APPOINTS BARBARA REYES TO THE HOBOKEN HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM WHICH WILL EXPIRE ON MAY 3, 2018

WHEREAS, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

WHEREAS, the code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Housing Authority; and

WHEREAS, New Jersey law gives authority to the City Council to appoint (5) five members serving on the Housing Authority; and

WHEREAS, there is currently a vacant position on the Hoboken Housing Authority Board, , and the new commissioner's term shall commence immediately and shall expire on May 3, 2018; and

WHEREAS, the City Council wishes to appoint Barbara Reyes of 311 Harrison Street, Hoboken, New Jersey 07030 to the position.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints Barbara Reyes, of **311 Harrison Street, Hoboken, New Jersey**, to serve as a member of the Hoboken Housing Authority for the five (5) year term, which commences immediately upon oath, and expires on May 3, 2018.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 7, 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: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING APPLICATION FOR A NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS CHILDREN WITH SPECIAL
NEEDS GRANT IN THE ESTIMATED AMOUNT OF \$20,000.00**

WHEREAS, the City of Hoboken desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, in an amount not to exceed \$20,000.00, to carry out a project to provide children with special needs living in Hoboken with adapted recreational programming.

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

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

Meeting Date: August 7, 2013

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa 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 | | | | |

Introduced by: _____

Seconded by: _____

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

**RESOLUTION AUTHORIZING ENDORSEMENT OF
APPLICATION FOR TREATMENT WORKS APPROVAL
(FORM WQM-003)**

WHEREAS, Public Service Electric & Gas Company (“PSE&G”) is conducting certain demolition, remediation and construction activities at has a construction site at the real property located at 1200 Clinton Street, Block 110, Lot 1, on the Tax Map of the City of Hoboken, also known as the Former Hoboken Gas Works Site (the “Project Site”); and

WHEREAS, PSE&G has requested the City of Hoboken (the “City”) endorse its application to the New Jersey Department of Environmental Protection (the “Department”) for a Treatment Works Approval for the Project Site by executing the Form WQM-003, Statements of Consent, attached hereto as Schedule A (“WQM-003”); and

WHEREAS, the City Council of the City of Hoboken (the “Council”) deems it appropriate to endorse the application for a Treatment Works Approval to be submitted by PSE&G to the Department by executing the WQM-003.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Hoboken, Dawn Zimmer, is hereby authorized to execute the WQM-003; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and effectuate any related documentation regarding the WQM-003, on behalf of the City.

Meeting Date: August 7, 2013

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa 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 | | | | |

Schedule A

Statements of Consent, Form WQM-003

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality

Reset Form

STATEMENTS OF CONSENT

A supplement to the TWA-1 or NJPDES-1 Forms

General Information

Applicant/Owner/Operator | Public Service Electric and Gas Company (PSE&G)

Location of Work Site | 1200 Clinton Street (Block 110, Lot 1)

Name of Project/Facility | Former Hoboken Gas Works

Type of permit application | TWA (conveyance only), NJPDES-SIU
(TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable) |

A-1 Consent By Governing Body**

(Consent by the municipality in which the project is located.)

As an authorized representative of the governing body, I hereby certify that the

| City of Hoboken

(Name of Municipality or Municipal Authority)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.

Signed* _____

Date | _____

Type Name and Position | _____

* Cite authorization to sign for the governing body

Resolution# | _____

Dated | _____

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

** Note

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for Industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.

A-2 Consent by Sewerage Authority**

As an authorized representative of this agency, I hereby certify that the

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.

Signed* _____ Date_ | _____

Type Name and Position | _____

* Cite authorization to sign for the agency

Resolution# | _____ Dated | _____
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

** Note

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

A-3 Consent by Owner of Wastewater Treatment Facility**

(For NJPDES/SIU applications only)

As an authorized representative of this agency, I hereby certify that the

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.

Signed* _____ Date_ | _____

Type Name and Position | _____

* Cite authorization to sign for the agency

Resolution# | _____ Dated | _____
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

** Note

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different than the entity listed under A-2.

B. Certification by Wastewater Conveyance System Owner**

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority | NORTH HUDSON SEWERAGE AUTHORITY

Signed* | *F. Poci* | Date | 5/29/2013

Type Name and Position | Fredric J. Poci, P.E., Authority Engineer

* Cite authorization to sign for the governing body

Resolution# | 13-059 | Dated | May 16, 2013

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

** Note

1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

C. Certification by Wastewater Treatment Facility Owner**

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow*** to the

ADAMS STREET WWTP, HOBOKEN

(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by | North Hudson Sewerage Authority

(Name of Treating Authority)

Signed* | *F. Poci* | Date | 5/29/2013

Type Name and Position | Fredric J. Poci, P.E., Authority Engineer

Name of project and/or location | PSE&G, 1200 Clinton Street, Hoboken, NJ

* Cite authorization to sign for the governing body

Resolution# | 13-059 | Dated | May 16, 2010

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

** For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

*** For the purposes of this certification, committed flow means the sum of the 1) actual metered flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

Additional Information (For TWA Applications)

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

Lack of Consent*

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.

SPONSORED: _____

SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. _**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING WITH PUBLIC SERVICE ELECTRIC & GAS
REGARDING THE FORMER GAS WORKS SITE**

WHEREAS, Public Service Electric & Gas (“PSE&G”) is the Owner of the property located at 1200 Clinton Street, Block 110, Lot 1 on the Tax Map of the City of Hoboken (the “Property” or the “Site”); and

WHEREAS, PSE&G is remediating the Property and expects to conduct certain remedial, construction and demolition activities at the Property in connection with the implementation of the Remedial Action Work Plan dated November 2011 and Remedial Action Work Plan Addendum dated July 2012 prepared by Langan Engineering and Environmental Resources Management, Inc., a summary of which is attached to the Memorandum of Understanding, as defined herein, attached hereto (the “Scope of Work” or the “Project”); and

WHEREAS, PSE&G has also requested that the City endorse its Treatment Works Application for the Site by executing a Form WQM-003, Statements of Consent (“Statements of Consent”) in connection with the Project; and

WHEREAS, PSE&G and the City of Hoboken (the “City”) have discussed certain concerns regarding the remedial, construction and demolition activities associated with the Project, particularly, noise, vibration, odor and dust and the potential adverse impact to the surrounding community and the City at large by the Project; and

WHEREAS, PSE&G has agreed to conduct the remedial, construction and demolition activities set forth in the Scope of Work in a responsible, workmanlike manner, consistent with industry standards, in an effort to address the concerns identified herein; and

WHEREAS, PSE&G and the City have agreed to cooperate with each other such that the remedial, construction and demolition activities set forth in the Scope of Work may be completed in an efficient and safe manner, minimizing any adverse impact to the residents and businesses of the City;

WHEREAS, the City Council of the City of Hoboken (the “Council”) has considered the terms of a Memorandum of Understanding between the City and PSE&G which sets forth the obligations of PSE&G regarding the implementation of the Scope of Work and the minimization of any potential adverse impact to the residents and businesses of the City (“MOU”);

WHEREAS, PSE&G has executed the MOU, evidencing, amongst other things, its agreement to make all reasonable, good faith efforts to implement the Scope of Work in full compliance with all applicable local, county, State, and Federal laws, rules, ordinances and regulations, including, but not limited to, the City of Hoboken Noise Control Ordinances (Chapter 133) et al.

NOW, THEREFORE, BE IT RESOLVED, by the Council, that the Council as follows:

- (a) finds that the acceptance of the MOU would be in the best interest of the City and hereby accepts the terms of the MOU, marked as Schedule A attached hereto and thus, authorizes the execution of the MOU on behalf of the City of Hoboken; and
- (b) further, hereby authorizes the execution of the Statement of Consents requested by PSE&G; and
- (c) further, hereby acknowledges that in the event of a material breach of the terms of the MOU, the City may terminate the MOU and make application to the Court for appropriate relief.

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

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: August 7, 2013

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

| | | | | |
|-----------------------------------|--|--|--|--|
| President Peter Cunningham | | | | |
| | | | | |

Schedule A

Memorandum of Understanding



July 31, 2013

Via UPS Express Overnight Mail

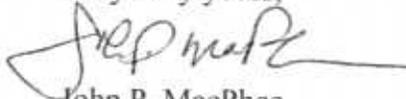
Joseph J. Maraziti, Jr., Esq.
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

RE: City of Hoboken & PSE&G MOU – Block 110, Lot 1

Dear Mr. Maraziti:

Please find enclosed a PSE&G executed original of the above-referenced Memorandum of Understanding ("MOU").

PSE&G thanks you and Ms. Vos for your courtesy and cooperation regarding the enclosed.

Very truly yours,

John P. MacPhee

C: Joanne Vos, Esq. (via email w/ enclosure)

CITY OF HOBOKEN – PUBLIC SERVICE ELECTRIC & GAS COMPANY
MEMORANDUM OF UNDERSTANDING
REGARDING REMEDIATION OF CITY OF HOBOKEN BLOCK 110, LOT 1,
PORTION OF FORMER HOBOKEN GAS WORKS SITE

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”), made this ____ day of _____, 2013, by and between:

PUBLIC SERVICE ELECTRIC & GAS COMPANY (“PSE&G”), a publicly owned utility in the State of New Jersey with offices at 80 Newark Plaza, Newark, New Jersey 07101, and its respective successors and assigns,

and

The CITY OF HOBOKEN (the “City”), a municipal corporation of the State of New Jersey with offices at 94 Washington Street, Hoboken, New Jersey 07030.

WITNESSETH:

WHEREAS, PSE&G has entered into an agreement with the Owner of the property located at 1200 Clinton Street, Block 110, Lot 1 on the Tax Map of the City of Hoboken (the “Property” or the “Site”) to, *inter alia*, remediate the Property; and

WHEREAS, PSE&G’s remediation of the Property shall be conducted in accordance with the oversight and approval of the New Jersey Department of Environmental Protection (“NJDEP”) and a Licensed Site Remediation Professional (“LSRP”) pursuant to the Site Remediation Reform Act, N.J.S.A. 58:10C-1 *et seq.*, (“SRRA”), the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1, *et seq.*, (“ARRCS”) and the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1, *et seq.* (“Technical; Requirements”); and

WHEREAS, PSE&G has retained a Contractor and established a Schedule to conduct certain remedial, construction and demolition activities at the Property in connection with the implementation of the Remedial Action Work Plan dated November 2011 and Remedial Action Work Plan Addendum dated July 2012 prepared by Langan Engineering and Environmental Resources Management, Inc., respectively; a summary of such remedial, construction and demolition activities is attached hereto as Schedule A (the “Scope of Work” or the “Project”); and

WHEREAS, PSE&G, in accordance with a NJDEP requirement, has requested that the City provide its consent to and approval of PSE&G’s Treatment Works Application made in connection with the Project; and

WHEREAS, PSE&G and the City (collectively, the “Parties”) have discussed certain of the City’s concerns regarding the remedial, construction and demolition activities associated with the Project; and

WHEREAS, PSE&G has agreed to conduct the remedial, construction and demolition activities set forth in the Scope of Work in a responsible, workmanlike manner, consistent with industry

{114840.DOCX.1}

standards as set forth in the terms of this MOU in an effort to address the City's concerns regarding the construction and demolition activities associated with the Project; and

WHEREAS, PSE&G and the City have agreed to cooperate with each other such that the remedial, construction and demolition activities set forth in the Scope of Work can be completed in an efficient and safe manner, minimizing any adverse impact to the residents and businesses of the City.

NOW THEREFORE, the Parties hereby enter into this MOU to evidence the following general agreement:

1. OBLIGATIONS OF PSE&G.

PSE&G hereby agrees to make all reasonable, good faith efforts to conduct the remedial, construction and demolition activities associated with the Project in accordance with the Schedule A Scope of Work, the SRRA, the Technical Requirements, the ARRCs and the following guidelines and parameters:

- A. Project Schedule. The duration of the Project is anticipated to be approximately fifteen (15) to seventeen (17) months.
 - i. Pre-mobilization. Approximately two (2) months: including contract award, preparation of the Construction Work Plan, Health and Safety Plan, Construction Quality Control Plan, Structures and Utilities Protection Plan and Vibration and Settlement Plan, and obtaining necessary Permits.
 - ii. Mobilization. Approximately one (1) week: including construction trailers, and construction equipment.
 - iii. Site Preparation. Approximately two (2) months: including completing surveys, clearing/grubbing, installing barriers, fencing, dewatering system, erosion control, decontamination/hygiene facilities, decontamination pad/truck wash & scale, protection of existing utilities/structures, construction of stockpile areas, pre-trench/soft digging, and cut and capping.
 - iv. Demolition and Abatement. Approximately one and a half (1.5) months: including removal and disposal of lead/asbestos from building, and demolition of existing building.
 - v. Excavation Preparation. Approximately two (2) months: including installation of steel sheet piles, drilling soil freeze pipes, operating soil freeze system, installation of dewatering wells and treatment system, and completing construction of enclosure.
 - vi. Soil Excavation and Backfill. Approximately seven and a half (7.5) months: including operation of dewatering system, TIGG Air Units on enclosures, and excavation/ transportation/disposal of soils.
 - vii. Site Restoration. Approximately one and a half (1.5) months: including backfilling excavation, installation of crushed stone, and replacement of perimeter fencing.
 - viii. Demobilization. Approximately one (1) week: including dismantlement and removal of enclosure, dismantlement and removal of soil freeze system, and demobilization of all equipment/facilities and materials.

- B. Compliance. Notwithstanding anything herein, PSE&G expressly agrees and shall make all reasonable, good faith efforts to ensure that the implementation of the Scope of Work shall be conducted in full compliance with all applicable local, county, State, and Federal laws, rules, ordinances and regulations.
- C. Hours of Operation. Normal work hours for the implementation of the Scope of Work are expected to be between Monday and Friday, from 7:00 am to 6:00 pm, excluding any federally recognized holidays. In any event, the implementation of the Scope of Work shall be conducted in full compliance with City of Hoboken Noise Control Ordinances (Chapter 133) et al. (the "Noise Ordinance"), attached hereto as Schedule B, and that no construction or demolition activities shall be conducted on weekends as set forth in the Noise Ordinance.
- D. Impacts from Project and Traffic Control. PSE&G shall cause its Contractor and Subcontractor(s) to take all reasonable, good faith measures necessary to minimize any adverse impacts from the activities associated with the Project on residences and businesses adjacent to and nearby the Property. In order to coordinate road closures and vehicular and pedestrian traffic control plans, PSE&G shall schedule and participate in and cause its Contractor and Subcontractor(s) to participate in, as applicable, a pre-construction meeting with the City, including but not limited to, the City's Engineer and the Hoboken Police Department. PSE&G shall cause its Contractor and Subcontractor(s), as applicable, to be responsible for establishing traffic routes and for obtaining express approval for such truck routes from the City, as further described below.
- i. PSE&G expressly agrees to endeavor to minimize any negative impacts from the construction and demolition activities associated with the Project, including, but not limited to, pollution, traffic, dust, noise and odor, as further described herein.
 - ii. PSE&G shall cause its Contractor and Subcontractor(s) to submit to the City for approval a Traffic Control Plan reflecting all proposed control signage and barriers in and around the Property along with all proposed truck routes to and from the Property. PSE&G acknowledges that tri-axle trucks or dump trailers operated by its Contractor or Subcontractor(s) shall be utilized for the bulk transport of any Project-generated material and that the primary route for all such tri-axle truck or dump trailers shall be the 14th Street Viaduct and/or north on Park Avenue to Interstate 95. Prior to commencement of activities associated with the Scope of Work, PSE&G shall cause its Contractor and Subcontractor(s), as applicable, to implement vehicular and/or pedestrian traffic protection measures, as approved by the City, which shall include, but not be limited to, posting flagmen and warning signs. PSEG shall cause its Contractor and Subcontractor(s) to make every reasonable and safe effort not to impede or interfere with the flow of traffic or parking on the surrounding City streets.
 - iii. PSE&G shall cause its Contractor and Subcontractor(s), as applicable, to maintain a decontamination pad and truck wash on Site in order that trucks are cleaned properly prior to leaving the Property to eliminate the discharge of

any Project-related materials onto the streets or into the environment of the City. In addition, PSE&G acknowledges that a visual inspection shall be performed on all trucks leaving the Property. PSE&G expressly agrees that City streets that are inadvertently soiled by construction traffic shall be swept clean, at no cost to the City.

- E. Noise and Vibration. PSE&G shall cause its Contractor and Subcontractor(s) to adhere to the Noise Ordinance and further, PSE&G expressly agrees that no construction or demolition activity, excluding emergency circumstances, shall be performed during certain prohibited hours, as set forth in the Noise Ordinance. PSE&G further expressly acknowledges and agrees that work crews may be on site at the Property between 7:00 a.m. and 8:00 a.m. on weekdays to conduct certain preparatory work, in accordance with the terms herein and the Noise Ordinance, but no motorized equipment, including, but not limited to pile drivers, jackhammers, riveters, stone breakers, cranes, earth moving equipment, compressors, saws and/or cutting equipment, and/or any other such equipment that is plainly audible beyond the real property line at the Property, shall be operated before 8:00 a.m. PSE&G further expressly acknowledges and agrees that any such motorized equipment used in any construction or demolition activity in connection with the Project shall be operated with a muffler and/or similar sound reduction device. It is not anticipated that any construction or demolition activities will be performed outside of the permitted hours or on federal recognized holidays, as set forth in the Noise Ordinance. However, PSE&G acknowledges and agrees that if any construction or demolition activity is required to be conducted outside of the permitted hours as set forth in the Noise Ordinance, a noise mitigation plan shall be submitted to the City and PSE&G shall obtain express approval from the City.
- i. PSE&G shall provide electrical power drops as necessary primarily due to the fact that the Project is located within a substantially residential area. Accordingly, PSE&G shall, with the exception of emergency circumstances potentially endangering public health and safety and only after prompt prior notice to the City, prohibit its Contractor and Subcontractor(s) from utilizing diesel or gasoline-powered electrical generators. PSE&G shall also require its Contractor and Subcontractor(s), as applicable, to install steel sheeting using an ABI Model TM 22 variable moment sheet pile driver or an equivalent in order to minimize the level of noise generated by any sheeting installation activities. Additionally, PSE&G shall ensure that with the exception of perimeter pre-trenching and excavation activities, the majority of any excavation work associated with the Project shall be conducted under a temporary enclosure in order to provide noise and/or odor attenuation. The City acknowledges that certain projects are exempted from the decibel noise level standards set forth in the Noise Ordinance. Notwithstanding any exemption which may apply to the Project, PSE&G expressly acknowledges and agrees that it shall use all reasonable, good faith efforts to maintain noise levels at the Property boundary for the entire duration of the Project that otherwise comply with the Noise Ordinance and this MOU.

- ii. PSE&G agrees that its Contractor shall perform in sufficient detail a pre-construction Conditions Survey in order to document the condition of all structures, sidewalks, and infrastructure within fifty (50) feet of the Property boundary. PSE&G shall retain a vibration professional, at no cost to the City, in order to evaluate background vibrations and to establish vibration limitations for its Contractor and Subcontractor(s). PSE&G also agrees that said vibration professional shall monitor vibrations in and around the Property for the entire duration of the Project in order to ensure compliance, at no cost to the City. PSE&G also agrees that its Contractor shall perform in sufficient detail a post-construction Conditions Survey in order to document any damage to structures, sidewalks, and/or infrastructure within fifty (50) feet of the Property boundary. PSE&G agrees that it shall be responsible for repairing any and all damage to any structure, sidewalk, or infrastructure resulting from the implementation of the Scope of Work or any activities conducted on behalf of PSE&G and associated with the Project.
- F. Odor Control. PSE&G shares the City's concerns regarding odors emanating from the Property, and as such, PSE&G shall promptly and efficiently respond to suppress and mitigate odors which could reasonably be deemed to interfere with the enjoyment of life or property that emanate from the Property, in compliance with the Air Pollution Control Act, N.J.S.A. 26C-1, et seq. and Air Quality Management Rules, N.J.A.C. 7:27-1, et seq. As such, PSE&G expressly agrees to implement a robust odor control plan which shall include, but not be limited to, monitoring the surrounding air quality by utilizing specialized foams to minimize odors generated during excavation and by utilizing an Activated Carbon Air Handling Unit, as applicable, and by any other applicable, prudent and reasonable methods deemed necessary to control and minimize odors. PSE&G agrees that it shall also submit to the City, as part of a site-specific Perimeter Air Monitoring Plan, an odor monitoring and mitigation plan. PSE&G agrees that it shall seek and obtain the review and approval of its LSRP or other environmental engineer, as applicable, for the action levels established in the Perimeter Air Monitoring Plan for both dust and contaminant concentrations, as further described below.
- i. During any soil excavation activities, PSE&G shall, at no cost to the City, ensure that an environmental professional shall be on site, full time, to run and continually monitor a Perimeter Air Monitoring Network, which shall monitor air at four compass points around the Property. PSE&G shall further require that said environmental professional also monitor a weather station to be installed at the Property, also at no cost to the City, in order to provide real-time weather information at the Property including temperature, wind direction and wind speed, for purposes of allowing the environmental professional to establish up-gradient, side-gradient and down-gradient air trends based on real-time conditions. PSE&G shall require said environmental professional to continually monitor the air during construction activities, which include any potentially odor-generating activities, in order to minimize any odor impact to the enjoyment of life or property of the surrounding community.

ii. Primarily due to the fact that the Property is located within a substantially residential area, PSE&G shall cause its Contractor and Subcontractor(s), as applicable, to install a temporary tent enclosure at no cost to the City. PSE&G shall ensure that with the exception of perimeter pre-trench excavation and Site Preparation activities, any excavation of any soils that have the potential to cause odors shall be completed under negative-pressure tent enclosures. PSE&G shall endeavor to make all reasonable, good faith efforts to direct-load excavated soils for immediate transport off-site rather than stockpile waste soils. To the greatest extent possible and practicable, in any instance where waste soils are stockpiled, such waste soil stockpiles shall be covered at all times to prevent odors from emanating off-site. Said enclosures shall have air emission control equipment to ensure that any air/ odors migrating/emanating from the enclosures meet the applicable State and/or Federal air emissions standards.

G. Dust Control. As further described herein, PSE&G shall prepare a site-specific Perimeter Air Monitoring Plan which shall address dust (in addition to odor) at the Property. PSE&G agrees that it shall seek and obtain the review and approval of its LSRP or other environmental engineer, as applicable, for the action levels established in the Perimeter Air Monitoring Plan for both dust and contaminant concentrations. During any dust or contaminant-generating activities, PSE&G shall cause its LSRP or environmental engineer, as applicable, to monitor the air at the Property and the air migrating/emanating from the Property for purposes of assessing air quality and to implement mitigation measures, as necessary. Said mitigation measures shall include, but not be limited to, as applicable and appropriate, pro-active water suppression, and or cessation or revision of certain work plans associated with the Project in an effort to reduce negative impact to the surrounding community caused by dust.

H. Public Notice. PSE&G shall contact all commercial and residential property owners and tenants, including any school(s), within two hundred (200) feet of the Property boundary in order to provide detailed information about the contaminants at issue as well as the investigation and remediation, at least two weeks prior to commencement of any remedial activities, in accordance with the ARRCs. In addition to any public outreach and notification required by the ARRCs, PSE&G shall also:

- a. Provide certain governmental officials, administrators of any schools and property management persons of residential, rental or condominium buildings within two hundred (200) feet of the Property boundary with at least one (1) update per week during the entire duration of the Project, which may be communicated via electronic mail, as appropriate;
- b. Periodically advise with the local media (The Hoboken Reporter, The Jersey Journal, Cablevision – Hudson News Edition, Hoboken Patch, etc.) in order to inform the public of the status of the Project;
- c. Maintain a website for public access detailing the status of the Project, from the commencement of the implementation of the Scope of Work through the completion of the Project;

- d. Maintain social media accounts (i.e. Facebook, Twitter, etc.) for public access detailing the status of the Project, from the commencement of the implementation of the Scope of Work through the completion of the Project; and,
- e. Install a 4"x8" information board on Site, clearly viewable from the nearest sidewalk, regarding the website and social media accounts as set forth herein.

2. LIABILITY INSURANCE.

PSE&G shall cause its Contractor and Subcontractor(s), as applicable, to secure and maintain, for the entire duration of the Project, at no cost to the City, liability insurance with the following minimum coverages: two million dollars (\$2,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate from a reputable insurance company licensed to do business in the State of New Jersey. Said insurance policy shall name "The City of Hoboken, its officers, officials, and employees" as additional assureds and shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the City. PSE&G shall provide the City with a certificate evidencing the required coverages prior to the commencement of construction or demolition activities associated with the Project.

3. INDEMNIFICATION.

PSE&G shall indemnify and hold harmless the City of Hoboken, its officers, officials, employees, agents, and servants from and against any and all liability, damages, suits, claims, penalties, fees, costs and expenses (including attorneys' fees) awarded or paid to a third party in connection with any third party claim, suit, violation, demand for payment or settlement (collectively, "Claims") arising out of the acts or omissions of PSE&G's employees, agents, officers, managers, directors, Contractors or Subcontractors and/or servants, arising out of or related to the Project. PSE&G's obligations hereunder arise pursuant to this MOU, unless the City, its officers, officials, employees, agents, or servants are determined by a court of competent jurisdiction to be primarily responsible for the Claims.

4. TREATMENT WORKS APPROVAL APPLICATION.

Contemporaneous with its execution of this MOU, the City shall sign PSE&G's Treatment Works Approval Application and promptly provide the signed original of same to PSE&G. In addition, the City expressly agrees that it shall reasonably cooperate with PSE&G and provide its timely consideration of any future Project-related applications that may require City approval.

5. TERM.

This MOU shall be effective from the date of execution of the MOU.

6. TERMINATION WITH CAUSE.

The City may terminate this MOU upon a determination, made by the City at its sole discretion, that termination is necessary for the health, safety or welfare of its residents and businesses. In such a case, the City shall notify PSE&G in writing, and termination shall be effective immediately upon service.

7. ASSIGNMENT.

Neither of the Parties hereto shall assign, transfer, nor sublet this MOU or any portion thereof without the prior written consent of the other Party.

8. NOTICES.

Any notice given in connection with this MOU shall be given in writing and delivered either by hand to the Party to which it is addressed, signature required, express overnight mail, or by certified mail, return receipt requested. Either Party may change its address stated herein by giving written notice of said change in accordance with this Paragraph.

For PSE&G:

John P. MacPhee, Esq.
80 Park Plaza
17th Floor
Newark, N.J. 07101

For the City:

City of Hoboken
c/o Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

9. CHOICE OF LAW.

This MOU shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey and each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other.

10. ENTIRE AGREEMENT.

The terms hereof constitute the entire agreement between the Parties with respect to the subject matter herein and cannot be changed or modified orally. This MOU may be supplemented, amended or revised only by a writing which is signed on behalf of each of the Parties.

11. COUNTERPARTS.

This MOU may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

12. SEVERABILITY.

If any part of this MOU shall be held to be unenforceable, the rest of the MOU shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers, the day and year first above written.

The City of Hoboken

Dawn Zimmer, Mayor

The City of Hoboken
ATTEST:

James Farina, RMC

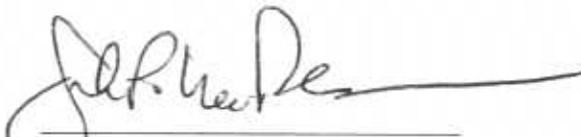
Public Service Electric & Gas Company



Name: Kim C. Hanemann

Title: Vice President – Delivery Projects & Construction

ATTEST:



John P. MacPhee
Attorney-At-Law
State of New Jersey

Schedule A Scope of Work

Former Hoboken Gas Works Site, Block 110, Lot 1

Public Service Electric and Gas Company (PSE&G) operated a Manufactured Gas Plant (MGP) in Hoboken from the late 1860's to the mid 1930's on two parcels of property that are identified as Block 110, Lot 1 and Block 116, Lot 1 on the City of Hoboken tax map. The operation of this MGP has resulted in soil and ground water contamination. The scope of this project is the remediation of contaminated soils on Block 110, Lot 1. This site is bordered on the north by 13th Street, on the south by 12th Street, on the east by Clinton Street, and on the west by Grand Street. The scope of the remediation will include the following:

- Installation of a steel sheet pile wall, known as a cofferdam, around the entire perimeter of the property. This will be followed by the installation of a "freeze wall" around the exterior of the sheet pile wall. This frozen zone of soil combined with the steel sheet pile wall will provide the structural support for the excavation in lieu of internal steel sheeting and bracing.
- Removal of unsaturated surface soils across the entire site to approximately 4.5 feet below grade surface (bgs) that were determined to be a source of ground water contamination based on sampling that detected contaminants at concentrations above the NJDEP Impact to Ground Water Soil Cleanup Criteria (IGW SCC) and/or the presence of oils and/or tars.
- Excavation of saturated soils to depths ranging from 14 feet bgs to 38 feet bgs in certain area of the Site as specified in the November 2011 Remedial Action Work Plan (RAWP) and the June 2012 RAWP Addendum. The depth of excavation is based on the presence of oils and/or tars, and remnants of former gas holder structures, including subsurface brick holder walls and piping, will be removed to the extent practical.
- Excavation and removal of approximately 57,000 cubic yards (CY) of contaminated soils and approximately 2,250 CY of subsurface infrastructure, including the former gas holder foundations.
- Replacement of excavated soils with certified clean fill to original grade.
- A permeable geotextile fabric or other physical marker will be installed at the bottom of the excavation to indicate the extent of the clean fill.
- Institutional Controls, known as a Deed Notice will be recorded following the remedial activities that will identify any area of soil contamination that remains at the Site.

Schedule B
City of Hoboken Noise Control Ordinances (Chapter 133) et al.

11-847 2-84

AN ORDINANCE AMENDING THE PREVIOUSLY
ADOPTED CHAPTER 133 "NOISE CONTROL" ADDRESSING
REVISIONS REQUIRED BY THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Introduced, passed first reading as read and
laid on the table for further consideration
of the Council at its next meeting to be
held on February 16, 2011 at 7 PM

City Clerk
2/2/11

PASSED THIRD AND FINAL READING
2/16/11

1st reading
2-2-11

Sponsored by: *[Signature]*
Seconded by: *[Signature]*

City of Hoboken
Ordinance No.: Z-84

**AN ORDINANCE AMENDING THE PREVIOUSLY ADOPTED
CHAPTER 133 "NOISE CONTROL" ADDRESSING REVISIONS
REQUIRED BY THE STATE OF NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

WHEREAS excessive sound is a serious hazard to the public health, welfare, safety, and the quality of life; and

WHEREAS a substantial body of science and technology exists by which excessive sound may be substantially abated; and

WHEREAS the people have a right to, and should be ensured of, an environment free from excessive sound; and

WHEREAS, the current Chapter 133 of the Hoboken City Code has been deemed invalid by the Department of Environmental Protection, thus rendering enforcement of it futile.

Now THEREFORE, it is the policy of the City of Hoboken to prevent excessive sound that may jeopardize the health, welfare, or safety of the citizens or degrade the quality of life. This ordinance shall apply to the control of sound originating from sources within the City of Hoboken.

SECTION ONE: DELETION

The current Chapter 133 entitled "Noise Control" is hereby deleted in its entirety from the City Code of the City of Hoboken.

SECTION TWO: ADDITION

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

Chapter 133 – Noise Control

§ 133-1. Declaration of Findings and Policy

WHEREAS excessive sound is a serious hazard to the public health, welfare, safety, and the quality of life; and,

WHEREAS a substantial body of science and technology exists by which excessive sound may be substantially abated; and,

WHEREAS the people have a right to, and should be ensured of, an environment free from excessive sound;

Now THEREFORE, it is the policy of the City of Hoboken to prevent excessive sound that may jeopardize the health, welfare, or safety of the citizens or degrade the quality of life. This ordinance shall apply to the control of sound originating from sources within the City of Hoboken.

§ 133-2. Definitions

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this ordinance have the same meaning as those defined in N.J.A.C. 7:29.

CONSTRUCTION - means any site preparation, assembly, erection, repair, alteration or similar action of buildings or structures.

dB(C) - means the sound level as measured using the "C" weighting network with a sound level meter meeting the standards set forth in ANSI S1.4-1983 or its successors. The unit of reporting is dB(C). The "C" weighting network is more sensitive to low frequencies than is the "A" weighting network.

DEMOLITION - means any dismantling, destruction or removal of buildings, structures, or roadways.

DEPARTMENT - means the New Jersey Department of Environmental Protection.

EMERGENCY WORK - means any work or action necessary at the site of an emergency to restore or deliver essential services including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life-threatening conditions or a state of emergency declared by a governing agency.

IMPULSIVE SOUND - means either a single pressure peak or a single burst (multiple pressure peaks) that has a duration of less than one second.

MINOR VIOLATION - means a violation that is not the result of the purposeful, reckless or criminally negligent conduct of the alleged violator; and/or the activity or condition constituting the violation has not been the subject of an enforcement action by any authorized local, county or state enforcement agency against the violator within the immediately preceding 12 months for the same or substantially similar violation.

MOTOR VEHICLE - means any vehicle that is propelled other than by human or animal power on land.

MUFFLER - means a properly functioning sound dissipative device or system for abating the sound on engines or equipment where such device is part of the normal configuration of the equipment.

MULTI-DWELLING UNIT BUILDING - means any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

MULTI-USE PROPERTY - means any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

- (1) A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels at another category on the same distinct parcel of land; or
- (2) A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NOISE CONTROL OFFICER (NCO) - means an employee of a local, county or regional health agency which is certified pursuant to the County Environmental Health Act (N.J.S.A. 26:3A2-21 et seq.) to perform noise enforcement activities or an employee of a municipality with a Department-approved model noise control ordinance. All NCOs must receive noise enforcement training as specified by the Department in N.J.A.C. 7:29 and is currently certified in noise enforcement. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons.

NOISE CONTROL INVESTIGATOR (NCI) - means an employee of a municipality, county or regional health commission that has a Department-approved model noise control ordinance and the employee has not received noise enforcement training as specified by the Department in N.J.A.C. 7:29. However, they are knowledgeable about their model noise ordinance and enforcement procedures. A Noise Control Investigator may only enforce sections of the ordinance that do not require the use of a sound level meter. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons. For purposes of City of Hoboken municipal enforcement, the following officers and agents of the city shall have the power and authority to enforce this chapter, Building Code Official(s), Zoning Officer, Health Officer(s), Environmental Health Specialist(s), Public Health Nuisance Investigator(s), the Hoboken Police Department and the Office of Emergency Management.

PLAINLY AUDIBLE - means any sound that can be detected by a NCO or an NCI using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify plainly audible sound. The NCO or NCI need not determine the title, specific words, or the artist performing the song.

PRIVATE RIGHT-OF-WAY - means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a non-governmental entity.

PUBLIC RIGHT-OF-WAY - means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a governmental entity.

PUBLIC SPACE - means any real property or structures thereon that are owned, leased, or controlled by a governmental entity.

REAL PROPERTY LINE - means either (a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit building; or (c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real property line would be the interface between the residential area and the commercial area, or if there is an outdoor sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note- this definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

SOUND PRODUCTION DEVICE - means any device whose primary function is the production of sound, including, but not limited to any, musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.

SOUND REDUCTION DEVICE - means any device, such as a muffler, baffle, shroud, jacket, enclosure, isolator, or dampener provided by the manufacturer with the equipment, or that is otherwise required that mitigates the sound emissions of the equipment.

WEEKDAY - means any day that is not a federal holiday, and beginning on Monday at 7:00 a.m. and ending on the following Friday at 6:00 p.m.

WEEKENDS - means beginning on Friday at 6:00 p.m. and ending on the following Monday at 7:00 a.m.

§ 133-3. Applicability

A. This noise ordinance applies to sound from the following property categories:

1. Industrial facilities;
2. Commercial facilities;
3. Public service facilities;
4. Community service facilities;
5. Residential properties;
6. Multi-use properties;
7. Public and private right-of-ways;
8. Public spaces; and
9. Multi-dwelling unit buildings.

B. This noise ordinance applies to sound received at the following property categories:

1. Commercial facilities;
2. Public service facilities;
3. Community service facilities (i.e. non-profits and/or religious facilities)
4. Residential properties;
5. Multi-use properties; and

6. Multi-dwelling unit buildings.

- C. Sound from stationary emergency signaling devices shall be regulated in accordance with N.J.A.C. 7:29-1.4, except that the testing of the electromechanical functioning of a stationary emergency signaling device shall not meet or exceed 10 seconds.

§ 133-4. Exemptions

- A. Except as provided in 133-9 and 133-10 below, the provisions of this ordinance shall not apply to the exceptions listed at N.J.A.C. 7:29-1.5.
- B. Sound production devices required or sanctioned under the Americans with Disabilities Act (ADA), FEMA or other government agencies to the extent that they comply with the noise requirement of the enabling legislation or regulation. Devices which are exempted under N.J.A.C. 7:29-1.5 shall continue to be exempted.
- C. Construction and demolition activities are exempt from the sound level limits set forth in Tables I and II and III except as provided for in 133-9 below.

§133-5. Enforcement Officers

- A. Noise Control Officers shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance and pursue enforcement activities.
- B. Noise Control Investigators shall have the authority within their designated jurisdiction to investigate suspected violations of any section of this ordinance that do not require the use of a sound level meter (i.e., plainly audible, times of day and/or distance determinations) and pursue enforcement activities.
- C. Noise Control Officers and Investigators may cooperate with NCOs and NCI's of an adjacent municipality in enforcing one another's municipal noise ordinances.

§ 133-6. Measurement Protocols

- A. Sound measurements made by a Noise Control Officer shall conform to the procedures set forth at N.J.A.C. 7:29-2, except that interior sound level measurements shall also conform with the procedures set forth in 133-6.B of this ordinance and with the definition of "real property line" as contained herein.
- B. When conducting indoor sound level measurements across a real property line the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The neighborhood residual sound level shall be measured in accordance with N.J.A.C. 7:29-2.9(b)2. When measuring total sound level, the configuration of the windows and doors shall be the same and all sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not

be taken in areas which receive only casual use such as hallways, closets and bathrooms.

§ 133-7. Maximum Permissible Sound Levels

A. No person shall cause, suffer, allow, or permit the operation of any source of sound on any source property listed in 133-3.A above in such a manner as to create a sound level that equals or exceeds the sound level limits set forth in Tables I, II or III when measured at or within the real property line of any of the receiving properties listed in Tables I, II or III except as specified in 133-6.B.

B. Impulsive Sound

Between 7:00 a.m. and 10:00 p.m., impulsive sound shall not equal or exceed 80 decibels. Between 10:00 p.m. and 7:00 a.m., impulsive sound which occurs less than four times in any hour shall not equal or exceed 80 decibels. Impulsive sound which repeats four or more times in any hour shall be measured as continuous sound and shall meet the requirements as shown in Tables I and II.

TABLE I
MAXIMUM PERMISSIBLE A-WEIGHTED SOUND LEVELS
WHEN MEASURED OUTDOORS

| RECEIVING PROPERTY CATEGORY | Residential property, or residential portion of a multi-use property | | Commercial facility, public service facility, non-residential portion of a multi-use property, or community service facility |
|---|--|----------------|--|
| TIME | 7 a.m.-10 p.m. | 10 p.m.-7 a.m. | 24 hours |
| Maximum A-Weighted sound level standard, dB | 65 | 50 | 65 |

TABLE II
MAXIMUM PERMISSIBLE A-WEIGHTED SOUND LEVELS
WHEN MEASURED INDOORS

| RECEIVING PROPERTY CATEGORY | Residential property, or residential portion of a multi-use property | | Commercial facility, or non-residential portion of a multi-use property. |
|-----------------------------|--|----------------|--|
| TIME | 7 a.m.-10 p.m. | 10 p.m.-7 a.m. | 24 hours |

| | | | |
|---|----|----|----|
| Maximum A-Weighted sound level standard, dB | 55 | 40 | 55 |
|---|----|----|----|

Note: Table II shall only apply when the source and the receptor are separated by a real property line and they also share a common or abutting wall, floor or ceiling, or are on the same parcel of property.

**TABLE III
MAXIMUM PERMISSIBLE OCTAVE BAND
SOUND PRESSURE LEVELS IN DECIBELS**

| Receiving Property Category | Residential property, or residential portion of a multi-use property | | Residential property, or residential portion of a multi-use property | | Commercial facility, public service facility, non-residential portion of a multi-use property, or community service facility | Commercial facility of non-residential portion of a multi-use property |
|----------------------------------|--|----------------|--|----------------|--|--|
| | OUTDOORS | | INDOORS | | OUTDOORS | INDOORS |
| | Octave Band Sound Pressure Level, dB | | Octave Band Sound Pressure Level, dB | | Octave Band Sound Pressure Level, dB | Octave Band Sound Pressure Level, dB |
| Octave Band Center Frequency, Hz | | | | | | |
| Time | 7 a.m.-10 p.m. | 10 p.m.-7 a.m. | 7 a.m.-10 p.m. | 10 p.m.-7 a.m. | 24 Hours | 24 Hours |
| 31.5 | 96 | 86 | 86 | 76 | 96 | 86 |
| 63 | 82 | 71 | 72 | 61 | 82 | 72 |
| 125 | 74 | 61 | 64 | 51 | 74 | 64 |
| 250 | 67 | 53 | 57 | 43 | 67 | 57 |
| 500 | 63 | 48 | 53 | 38 | 63 | 53 |
| 1,000 | 60 | 45 | 50 | 35 | 60 | 50 |
| 2,000 | 57 | 42 | 47 | 32 | 57 | 47 |
| 4,000 | 55 | 40 | 45 | 30 | 55 | 45 |
| 8,000 | 53 | 38 | 42 | 28 | 53 | 43 |

Note: When octave measurements are made, the sound from the source must be constant in level and character. If octave band sound pressure level variations exceed plus or minus 2 dB in the bands containing the principal source frequencies, discontinue the measurement.

§ 133-8. Sound Production Devices

No person shall cause, suffer, allow, or permit the operation of any sound production device in such a manner that the sound crosses a property line and raises the total sound levels above the neighborhood residual sound level by more than the permissible sound

level limits set forth in Table IV when measured within the residence of a complainant according to the measurement protocol in 133-6.B of this ordinance. These sound level measurements shall be conducted with the sound level meter set for "C" weighting, "fast" response.

**TABLE IV
MAXIMUM PERMISSIBLE INCREASE IN TOTAL SOUND LEVELS
WITHIN A RESIDENTIAL PROPERTY**

| | |
|---|-----------------|
| Week nights 10:00 p.m. - 7:00 a.m. Weekend nights 11:00 p.m. and 9:00 a.m. | All other times |
| 3 dB(C) | 6 dB(C) |

§ 133-9. Restricted Uses and Activities

The following standards shall apply to the activities or sources of sound set forth below:

- A. Power tools, home maintenance tools, landscaping and/or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable limits set forth in Tables I, II or III. At all other times the limits set forth in Tables I, II or III do not apply. All motorized equipment used in these activities shall be operated with a muffler and/or sound reduction device.
- B. Power tools, landscaping and/or yard maintenance equipment used by nonresidential operators (e.g. commercial operators, public employees) shall not be operated on a residential, commercial, industrial or public (e.g. golf course, parks, athletic fields) property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekends or federal holidays, unless such activities can meet the limits set forth in Tables I, II or III. At all other times the limits set forth in Tables I, II or III do not apply. All motorized equipment used in these activities shall be operated with a muffler and/or sound reduction device. Emergency work, as defined in this section, is excluded from the above restrictions.
- C. 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 no motorized equipment including but not limited to; pile drivers, jackhammers, riveters, stone breakers, cranes, earth moving 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.

- D. Alterations or repairs to existing owner-occupied or rental dwellings, community service facilities, or schools may be performed on Saturdays and Sundays between the hours of 10:00 a.m. and 4:00 p.m. subject to compliance with Tables I, II and III as applicable.
- E. Motorized snow removal equipment shall be operated with a muffler and/or a sound reduction device when being used for snow removal. At all other times the limits set forth in Tables I, II or III do not apply.
- F. All interior and exterior burglar alarms of a building or motor vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for continuous airborne sound and fifteen (15) minutes for intermittent sound after it has been activated. At all other times the limits set forth in Tables I, II or III do not apply.
- G. Self-contained, portable, non-vehicular music or sound production devices shall not be operated on a public space or public right-of-way in such a manner as to be plainly audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., sound, operated on a public space or public right-of-way, from such equipment shall not be plainly audible at a distance of 25 feet in any direction from the operator.
- H. All music or other unreasonable noise originating from a sound production device in connection with the operation of any commercial establishment or enterprise when the level of sound attributable to such music or noise, as measured inside any receiving property dwelling unit is in excess of measures established in Table IV, shall be prohibited.
- I. It shall be unlawful for any property owner or tenant to allow any domesticated or caged animal to create a sound across a real property line which unreasonably disturbs or interferes with the peace, comfort, and repose of any resident, or to refuse or intentionally fail to cease the unreasonable noise when ordered to do so by a Noise Control Officer or Noise Control Investigator. Prima facie evidence of a violation of this section shall include but not be limited to:
 - 1. Vocalizing (howling, yelping, barking, squawking etc.) for five (5) minutes without interruption, defined as an average of four or more vocalizations per minute in that period; or,
 - 2. Vocalizing for twenty (20) minutes intermittently, defined as an average of two vocalizations or more per minute in that period.

It is an affirmative defense under this subsection that the dog or other animal was intentionally provoked to bark or make any other noise.

§ 133-10. Motor Vehicles

- A. No person shall remove or render inoperative, or cause to be removed or rendered inoperative or less effective than originally equipped, other than for the purposes of maintenance, repair, or replacement, of any device or element of design incorporated in any motor vehicle for the purpose of noise control. No person shall operate a motor vehicle or motorcycle which has been so modified. A vehicle not meeting these requirements shall be deemed in violation of this provision if it is operated stationary or in motion in any public space or public right-of-way.
- B. No motorcycle shall be operated stationary or in motion unless it has a muffler that complies with and is labeled in accordance with the Federal Noise Regulations under 40 CFR Part 205.
- C. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is plainly audible at distance of 25 feet in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.
- D. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is plainly audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Ice cream and other food vending trucks, while in residential neighborhoods, are prohibited from the playing of jingles while stationary. Jingles may only be played when the vehicle is in motion.
- E. Commercial vehicles shall not be permitted to idle for more than ~~five (5)~~ three (3) minutes in any residential district.
- F. The use of vehicle horns shall not be permitted except as a warning in situations of imminent danger.

§ 133-11. Enforcement

- A. Violation of any provision of this ordinance shall be cause for a Notice of Violation (NOV) or a Notice of Penalty Assessment (NOPA) document to be issued to the violator by the Noise Control Officer or Noise Control Investigator.
- B. Any person who violates any provision of this ordinance shall be subject to a civil penalty for each offense of not more than \$3,000. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate, and distinct offense.
- C. Upon identification of a violation of this Ordinance the Noise Control Officer or Noise Control Investigator shall issue an enforcement document to the violator. The enforcement document shall identify the condition or activity that constitutes the violation and the specific provision of this Ordinance that has been violated. It shall also indicate whether the violator has a period of time to correct the violation before a penalty is sought.

- D. If the violation is deemed by the Noise Control Officer or Noise Control Investigator to be a minor violation (as defined in Section II of this ordinance) a NOV shall be issued to the violator.
1. The document shall indicate that the purpose of the NOV is intended to serve as a notice to warn the responsible party/violator of the violation conditions in order to provide them with an opportunity to voluntarily investigate the matter and voluntarily take corrective action to address the identified violation.
 2. The NOV shall identify the time period (up to 90 days), pursuant to the Grace Period Law, N.J.S.A. 13:1D-125 et seq. where the responsible party's/violator's voluntary action can prevent a formal enforcement action with penalties issued by the City of Hoboken, or the Hudson Regional Health Commission. It shall be noted that the NOV does not constitute a formal enforcement action, a final agency action or a final legal determination that a violation has occurred. Therefore, the NOV may not be appealed or contested.
- E. If the violation is deemed by the Noise Control Officer or Noise Control Investigator to be a non-minor violation the violator shall be notified that if the violation is not immediately corrected a NOPA with a civil penalty of no more than \$3,000 will be issued. If a non-minor violation is immediately corrected a NOV without a civil penalty shall still be issued to document the violation. If the violation occurs again (within 12 months of the initial violation) a NOPA shall be issued regardless of whether the violation is immediately corrected or not.
- F. The violator may request from the Noise Control Officer or Noise Control Investigator, an extension of the compliance deadline in the enforcement action. The Noise Control Officer or Noise Control Investigator shall have the option to approve any reasonable request for an extension (not to exceed 180 days) if the violator can demonstrate that a good faith effort has been made to achieve compliance. If an extension is not granted and the violation continues to exist after the grace period ends, a NOPA shall be issued.
- G. The recipient of a NOPA shall be entitled to a hearing in a municipal court having jurisdiction to contest such action.
- H. The Noise Control Officer or Noise Control Investigator may seek injunctive relief if the responsible party does not remediate the violation within the period of time specified in the NOPA issued.
- I. Any claim for a civil penalty may be compromised and settled based on the following factors:
1. Mitigating or any other extenuating circumstances;
 2. The timely implementation by the violator of measures which lead to compliance;
 3. The conduct of the violator; and
 4. The compliance history of the violator.

- J. No provision of this ordinance shall be construed to impair any common law or statutory cause of action, or legal remedy there from, of any person for injury or damage arising from any violation of this ordinance or from other law.

§ 133-12. Consistency, Severability and Repealer

- A. If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.
- B. All ordinances or parts of ordinances, which are inconsistent with any provisions of this ordinance, are hereby repealed as to the extent of such inconsistencies.

SECTION THREE: AMENDMENTS

Section §145-1 "Disturbing the peace" shall be amended as follows for purposes of consistency with Chapter 133; addition is noted by underline.

§ 145-1. Disturbing the peace.

No person shall make or assist in making any improper noise, riot, disturbance or breach of the peace in the streets or elsewhere within the city, and no persons shall collect in bodies or crowds for idle or unlawful purposes to the annoyance or disturbance of citizens or travelers.

See also Chapter 133 - NOISE CONTROL

The following sections of Chapter 145, entitled "Peace and Good Order" of the municipal code of the City of Hoboken shall be deleted in their entirety:

- § 145-1.1. Construction noise restrictions. [Added 3-1-2000 by Ord. No. R-426]
- § 145-1.2. Radios and other such similar machines and/or devices noise restrictions. [Added 3-1-2000 by Ord. No. R-426]
- § 145-1.3. Gas powered go-peds, mopeds, and skateboards noise restrictions. [Added 9-5-2001 by Ord. No. DR-8]

SECTION FOUR: 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 FIVE: SEVERABILITY

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

SECTION SIX: EFFECTIVE DATE

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

SECTION SEVEN: 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.

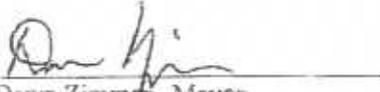
The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order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

Date of Introduction: July 14, 2010

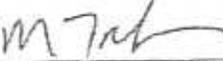
ADOPTED: 2-16-11


James J. Farina, City Clerk

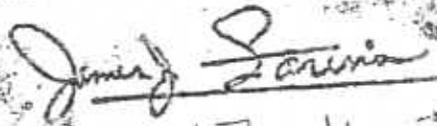
APPROVED: 2-17-11


Dawn Zimmer, Mayor

APPROVED AS TO FORM:


Michael B. Kates Mark Tabaku
Corporation Counsel

A TRUE COPY OF A ORDINANCE ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:


2-17-11
CITY CLERK

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND STEVENS REGARDING USE OF STEVENS PROPERTY FOR A HOBOKEN POLICE DEPARTMENT JUNIOR POLICE ACADEMY

WHEREAS, the Administration of the City of Hoboken has negotiated with Stevens to allow the Hoboken Police Department use of Stevens property for its annual Junior Police Academy; and,

WHEREAS, the terms under which the parties agree to allow said use of Stevens property is described in full in the attached agreement.

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

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

MEETING: August 7, 2013

REVIEWED:

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 | | | | |

AGREEMENT

This AGREEMENT (hereinafter referred to as this “**Agreement**”) is effective as of July 29th, 2013 (hereinafter “**Effective Date**”) by and among **Stevens Institute of Technology**, a non-profit corporation organized and existing under the laws of the State of New Jersey (hereinafter referred to as “**Stevens**”) and the City of Hoboken, a municipal corporation existing under the laws of the State of New Jersey (hereinafter referred to as “**Camp Operator**”). Stevens and Camp Operator are sometimes referred to herein collectively as “parties” and individually as a “party.”

WHEREAS, Stevens owns educational and athletic facilities located in Hoboken, New Jersey;

WHEREAS, Camp Operator wishes to use Stevens’ facilities identified in this Agreement to conduct a “Hoboken Junior Police Academy” on the terms and conditions set forth in this Agreement; and

WHEREAS, Stevens is willing to make these facilities available to Camp Operator for the purposes set forth in this Agreement;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Permitted Use of Facilities; Fee

A. The Camp Operator shall have the right and license to use, solely for the purposes designated in paragraph (B) below, the facilities described in paragraph (D) below (the “Facilities”) from July 29, 2013 until August 9, 2013 pursuant to the schedule in paragraph (D) below.

B. Camp Operator shall use the Facilities to host a youth police academy for individuals between the ages of 12 years old and 15 years old. The purpose of this camp will be to teach, instruct, and develop the Camp participants’ interests and skills in conflict resolution, law enforcement, physical fitness and police training. Camp activities shall consist of:

- (i) Physical fitness drills and
- (ii) Educational seminars

C. Camp Operator shall use the Stevens Facilities authorized by this Agreement solely for the purposes and uses described in this Agreement and solely during the times and dates authorized by this Agreement. Any use by Camp Operator that is not authorized by this Agreement, or the use of any Stevens facility not authorized by this Agreement, or any use during a time or date not authorized by this Agreement, shall constitute a breach of this Agreement.

D. Camp Operator shall be permitted to use, pursuant to the terms of this Agreement, the Walker Gymnasium, Hayden Hall Lounge, and one classroom to be designated by Stevens on the following dates between the hours of 9:00AM and 5:00PM :

- 1) July 29 and 30, 2013
- 2) August 1, 2, 5, 7, and 8, 2013

In addition, on August 9, 2013, Camp Operator shall be permitted to use, pursuant to the terms of this Agreement, one classroom to be designated by Stevens between the hours of 9:00AM and 12:00PM.

E. On the dates authorized in paragraph (D) above, Camp Operator and any of its participants are permitted to enter the Facilities no more than 15 minutes prior to the beginning of the allotted time authorized in paragraph (D) above and shall exit the Facilities no later than 15 minutes after the conclusion of the time period authorized in paragraph (D) above.

F. Stevens shall make available the Schaefer Center Athletic Training Room (the "Training Room") to be used by the designated Health Director of the Camp. Prior to the first day of Camp, the Health Director shall meet with a member of the Stevens athletic staff for briefing on the Camp's permitted use of the facility and the supplies contained within it, as well as the procedures for coordination of concurrent use by Stevens and by other camps. The Health Director shall only use the Training Room during Camp hours, shall use the Training Room solely for the purpose of fulfilling his or her duties as the Health Director of the Camp and for no other purpose, and shall comply with all instructions, limitations, and or procedures the Stevens athletic staff or other Stevens personnel may require, so long as such do not conflict with applicable laws, regarding the use of the Training Room. The Training Room may contain certain supplies belonging to Stevens; the Camp Operator is solely responsible for providing supplies required by applicable law and will, to the extent it uses supplies belonging to Stevens, promptly replace such supplies.

G. Camp Operator shall not receive any dining services from Stevens, and Camp Operator shall be solely responsible for providing Camp participants with meals. Camp Operator shall ensure compliance with all federal, state, and local laws and regulations regarding provision of food and beverage.

H. Camp Operator's use of Stevens' Facilities shall, at all times, be non-exclusive and pursuant to the schedule in paragraph (D) above. Camp Operator shall cooperate with, and share its use of the Facilities with, other persons or groups authorized to use Stevens' Facilities including, without limitation, other Stevens' programs.

I. Stevens shall provide to the Facilities, at its own expense, basic utilities and maintenance services of the type Stevens regularly provides to such Facilities. Stevens shall not be responsible for the provision or cost of (i) any service in type or amount beyond those it normally provides to Stevens' facilities, (ii) any extra utilities utilized by Camp Operator, or (iii) any other service not agreed to in writing by the parties to this Agreement.

J. Notwithstanding anything in this Agreement to the contrary, Stevens shall have the right to cancel Camp Operator's use of the Facilities for any day and/or time specified in paragraph (D) above, upon not less than twenty-four (24) hours prior notice. Stevens shall attempt to arrange for Camp Operator to use an alternate Stevens' facility, but shall be under no obligation to do so.

2. Operation of Facilities

A. Camp Operator shall have sole responsibility for the operation and control of all Camp Operator activities. Stevens does not, in any way, undertake or assume to control, supervise, or interfere with the manner in which Camp Operator's activities are carried out including, without limitation, all such activities occurring in the Facilities or elsewhere. Camp Operator is solely and entirely responsible, at all times, for operation and supervision of all Camp Operator events and activities, and for the supervision and safety of all Camp Operator employees, participants, contractors, vendors, agents, and all other individuals associated with Camp Operator. Camp Operator is solely responsible for the supervision and safety of all Camp participants for the entire time the participants are on Stevens' premises, including but not limited to those times that may be prior to and/or subsequent to the authorized activity times specified in this Agreement.

B. Camp Operator shall have sole responsibility for ensuring compliance with all requirements of federal, State of New Jersey, and local laws and regulations applicable to the Camp or the Camp's use of the Facilities including, without limitation, the New Jersey Youth Camp Standards, N.J.A.C. 8:25 (hereinafter "Camp Standards") which include, but are not limited to, the following:

- (i) Obtain a certificate of approval from the New Jersey Department of Health and Senior Services and provide a copy of such certificate to Stevens no later than a month prior to the first day of Camp.
- (ii) Develop and maintain the written policies and procedures as required by the Camp Standards including, but not limited to, the following:
 - a. Disciplinary
 - b. Personnel
 - c. Job descriptions
 - d. Emergency (Camp evacuations, fires, natural disasters, lost campers, serious accidents, illness or injury, first aid, infection control, and blood borne pathogen)
 - e. Daily health supervision
 - f. Inclement weather
- (iii) Each policy listed in (2)(B)(i) shall be delivered by Camp Operator, one month prior to the Camp start date, to Jason Cappadoro, Business Manager of Athletics, and shall be subject to review by Stevens to ensure compatibility with Stevens' emergency protocols and related policies.
- (iv) Designate a Camp Director who is at least 21 years old with the requisite prior experience and who will be present for all activities of the Camp, and notify Stevens of the identity and full contact information for said Camp Director.
- (v) Conduct an orientation for Camp staff that (a) covers all policies and procedures described under Section (2)(B)(i) of this Agreement and (b)

informs staff of their legal duty to recognize and report child neglect and abuse pursuant to New Jersey law.

- (vi) Prior to permitting any Camp employee to enter Stevens' premises, Camp Operator shall conduct a criminal history check for each adult staff member and a sex offender background check for all staff members prior to the first day of Camp.
- (vii) Ensure that the following are available: shelter for campers in case of inclement weather, a place for sick campers to lie down, means of emergency communication, bathroom facilities, and bottled liquids or water fountains.
- (viii) Maintain required Camp staff to camper ratio based on camper age, as designated by the Camp Standards.
- (ix) Ensure that high-risk activities are supervised by a qualified adult high-risk activity specialist who has specialized training in the particular activity.
- (x) Designate a Health Director to run the Camp's medical program, who satisfies the requirements of the Camp Standards, and who will be responsible for proper medical recordkeeping, for the care and treatment of all campers, and for the compliance with all other Health Director duties according to the Camp Standards. Prior to the first day of Camp, the Camp Director shall provide Jason Cappadoro with the name and contact information of the designated Health Director.
- (xi) Obtain a written health history report for each camper from his or her parent or guardian and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xii) Obtain a written health history report from each Camp staff member (or his or her parent or guardian if under the age of 18) and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xiii) Obtain a written parental consent form that authorizes emergency medical treatment from each camper's parent or guardian and maintain such a report on file on the premises.
- (xiv) Make arrangements with a local emergency medical service or ambulance squad for medical transport in the case of an emergency, and notify Stevens

of the identity and contact information of such service prior to the first day of Camp.

- (xv) Collect immunization records for each camper and maintain such records on file on the premises.
- (xvi) Obtain authorization from a camper's parent, guardian or prescribing physician before agreeing to administer any prescription medications.
- (xvii) Maintain a medical record for each camper and maintain such record on file on the premises.
- (xviii) Report all serious injuries to the Department's Youth Camp Safety Project and to Stevens' Business Manager within twenty-four (24) hours of injury.

This Section identifies certain provisions of New Jersey law, but is not exhaustive. The Camp Operator shall comply with all requirements of the law, whether or not they are included specifically in this Agreement. Nothing in this Agreement shall be deemed to exempt the Camp Operator from compliance with any duty imposed upon it by law or to impose any such duty instead on Stevens.

C. Additional Requirements

- (i) At no time shall the Camp Operator permit any person who is younger than eight (8) years old to be enrolled in or participate in any activity carried out on Stevens' premises.
- (ii) Camp Operator shall not employ any individual, or permit any employee, contractor or agent of the Camp Operator to enter the Facilities or any premises owned by Stevens, until said individual has passed all requisite criminal and sexual offense background checks in satisfaction with New Jersey law.
- (iii) Camp Operator must provide a letter to Stevens certifying that each employee, contractor or agent of the Camp Operator has undergone the proper background and sexual offense checks prior to the first day of Camp.
- (iv) Camp Operator agrees that it will cause its employees, contractors and agents to conform to and immediately comply with any directions or instructions given by authorized Stevens personnel and with all pertinent rules, regulations, and policies of Stevens, so long as same is not in violation of any applicable federal, state or local law or regulation. The parties acknowledge and agree that Stevens shall have the right to unilaterally bar any person including the Camp Operator or any employee,

contractor, vendor or agent of the Camp Operator in the event that Stevens obtains knowledge that any such person is in violation of Section 2(C)(ii).

- (v) Camp Operator shall follow Stevens' rules regulating Camp participant drop-off and pick-up procedures pursuant to Exhibit A to this Agreement.
- (vi) Camp Operator shall not hire any contractor, vendor or outside agent to perform any of its obligations or take any action on Stevens' premises without Stevens' prior written consent and provision of appropriate assurance of insurance coverage satisfactory to Stevens.

3. Parking

Camp Operator is solely and entirely responsible for independently securing parking for all Camp Operator employees, contractors, vendors, agents, participants and all other individuals associated with Camp Operator.

4. Term; Termination

A. The "Term" of this Agreement shall be from the Effective Date to August 9, 2013 and shall terminate automatically without notice or further action of either party.

B. Notwithstanding anything to the contrary contained in this Agreement, Stevens shall have the right to immediately terminate this Agreement if (i) Camp Operator fails to maintain insurance as required by this Agreement, (ii) Stevens obtains knowledge that any Camp Operator participant has entered Stevens' premises unaccompanied by an adult, or (iii) if Camp Operator fails to comply with any Federal, State of New Jersey or local law or regulation.

C. If either party materially breaches any term of this Agreement, other than as contemplated by Section 4(B) of this Agreement the non-breaching party may deliver written notice to the breaching party. The breaching party shall use all reasonable efforts to cure such breach within two (2) business days of notice from the non-breaching party, if the breach is capable of cure. If such breach is capable of cure and within such period the breaching party has not cured such breach, the non-breaching party shall have the right to terminate this Agreement upon further written notice.

D. Immediately upon termination pursuant to this Section 4, Camp Operator and all employees, participants, agents, contractors and vendors of Camp Operator shall discontinue use of and immediately vacate Stevens' premises.

E. Upon termination of this Agreement for any reason, or upon the expiration of the term of this Agreement, neither party shall be relieved from performing obligations which are considered continuing obligations, and which were incurred prior to such termination or expiration. The provisions of Sections 5, 6, 7, 8, 9, 10, and 11 shall be considered continuing obligations, and shall survive any termination of this Agreement.

5. Damage to Property/Property Loss

Camp Operator agrees to and hereby does assume full responsibility for any loss of or damage to any property, equipment, or facilities belonging to Stevens that is occasioned by, or in any way results from, the use of Stevens' Facilities, or of any adjacent or contiguous property by or in connection with Camp Operator's use including, without limitation, by Camp Operator or any employee, agent, contractor, vendor or participant associated with Camp Operator. Unless a health or safety risk is presented by the loss or damage, Stevens shall provide notice of loss or damage to Camp Operator and provide Camp Operator with twenty (20) days to repair or remedy the loss or damage, during which time Stevens shall provide Camp Operator with any and all necessary access for remediation. If Camp Operator fails to repair or remediate any loss or damage hereunder or if a health or safety risk requires immediate attention, Stevens may, in its sole discretion, repair or replace such lost or damaged property, equipment or facilities without consultation with or notification to Camp Operator, and Camp Operator shall promptly reimburse and indemnify Stevens for the cost of such repairs or replacement.

6. Insurance and Indemnity

A. Insurance

(i) Throughout the entire term of this Agreement, Camp Operator shall at its sole cost and expense, procure and maintain policies of comprehensive general liability insurance in an amount not less than \$1 million per incident and \$2 million annual aggregate during the period covered by this Agreement, and shall name Stevens as an additional insured. Such comprehensive general liability insurance shall provide (a) personal injury coverage in an amount not less than \$1,000,000; (b) fire damage insurance in the amount of \$300,000 for any one fire; (c) abuse or molestation coverage must be specifically included; and (d) broad form contractual liability coverage for Camp Operator's indemnification obligations under this Agreement.

(ii) The minimum amounts of insurance coverage required under this Section shall not be construed to create a limit of Camp Operator's liability with respect to its indemnification under this Agreement. Camp Operator shall provide Stevens with written evidence of such insurance upon execution of this Agreement and, at any time, upon request of Stevens.

B. Indemnity

Camp Operator agrees to and hereby does fully and completely indemnify Stevens for the conduct of each person who participates in or attends Camp Operator's activities or otherwise makes use of Stevens' Facilities under the terms of this Agreement, and for any and all losses, damages, or injuries of any kind or nature whatsoever (including death resulting therefrom) to all persons, and to all property (including loss of use thereof), caused by, resulting from, arising out of, or occurring in connection with, Camp Operator's activities under the terms of this Agreement. If any person shall make a claim against Stevens for any loss, damage, or injury (including death resulting therefrom) as hereinabove described, Camp Operator agrees to and hereby does indemnify Stevens and hold it safe and harmless from and against any and all loss, expense, liability, damage, or injury, including

attorneys' fees, that Stevens may incur or sustain as the result of any such claim, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. Camp Operator also agrees to and hereby does assume, on behalf of Stevens, the defense of any action or proceeding at law or equity that may be brought against Stevens upon such claim, and to pay all costs and expenses, including attorneys' fees, of whatever nature resulting therefrom and in connection therewith, and to pay on behalf of Stevens, upon demand, the amount of any judgment that may be entered against Stevens in any such action or proceeding, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. All references to Stevens in this paragraph shall include, and all provisions hereof shall inure to the benefit of Stevens' officers, trustees, agents, servants, representatives, and employees.

7. Representations, Warranties and Covenants

Camp Operator represents, warrants and covenants that:

- A. It is a valid municipal corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and will remain as such throughout the term of this Agreement;
- B. It has full power, authority and legal right to enter into and execute this Agreement and carry out its obligations hereunder;
- C. Once this Agreement is executed and delivered by Camp Operator, it shall constitute a valid and legally binding Agreement between Camp Operator and Stevens, enforceable against Camp Operator in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforceability of equitable remedies;
- D. There is no indenture, contract, or agreement to which Camp Operator is a party or by which Camp Operator is bound which prohibits or would prohibit the execution and delivery by Camp Operator of this Agreement or the performance or observation by Camp Operator of any term or condition of this Agreement;
- E. To the best of Camp Operator's knowledge, there is no pending or threatened litigation involving Camp Operator which (i) would have any effect on this Agreement or on Camp Operator's ability to perform its obligations hereunder, or (ii) involves any claim against Camp Operator by any Camp participant or parent of a Camp participant.

8. Use of Stevens Name; No Commercial Activity

- A. Camp Operator shall not use any name, trade name, trademark, service mark, or any other designation of Stevens, including the names or designations of any school, college, division, department, team or other unit associated with Stevens, or any employee of Stevens, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of Stevens. Camp Operator understands and agrees that Stevens may use the name and other references to Camp Operator in connection with course catalogue and other informational materials made available to the Stevens' community, including information available via the Internet.

B. Camp Operator shall not, without Stevens' prior written consent, (i) advertise, promote, sell or distribute any product or service on Stevens' premises, or (ii) solicit or utilize any endorsement of any Stevens' employee, student, athlete, or other person affiliated with Stevens in any advertisement, brochure or other promotional material, or (iii) conduct any solicitation or display of political material or material information relating to a political campaign.

9. Notices

A. All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by telecopy (or like transmission), as follows:

(i) If to Stevens:

Russell B. Rogers, Director of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

(a) with a copy to:

Jason Cappadoro, Business Manager of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

and

General Counsel
Stevens Institute of Technology
Castle Point on Hudson, Howe Center, 13th floor
Hoboken, New Jersey 07030

(ii) If to Camp Operator:

Hoboken Police Department
One Police Plaza
Hoboken, NJ 07030

(a) with a copy to:

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

B. Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All notices and other communications given to any party to this Agreement in accordance with the

provisions of this Section (9) shall be deemed to have been given on the date of receipt, provided that any notice or other communication that is received other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next business day of the recipient.

10. Assignment

Neither party may assign, delegate, or transfer at any time to any person any or all of its interest under this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other party to such assignment, delegation, or transfer. Any purported assignment, delegation, or transfer for which such consent has not been obtained shall be null and void. If consent is granted with respect to an assignment, the assigning party shall not be relieved of any of its obligations hereunder unless such consent specifically so provides.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such State. Each party hereto irrevocably submits to the jurisdiction of the federal or state courts in the State of New Jersey for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby; and each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the federal or state courts in the State of New Jersey, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12. Miscellaneous

A. This Agreement and all of the provisions contained herein shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or any such terms in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

B. This Agreement is not for the benefit of any third party.

C. The captions and headings of the sections are included in this Agreement are only for the convenience of the parties and shall not be held to be part of this Agreement or be considered in the interpretation of this Agreement or any of its provisions.

D. This Agreement and all Exhibits and Schedules attached to, or referenced in this Agreement, contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior understandings, arrangements and agreements, written or oral, with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the party against which it is sought to be enforced.

E. Each of the parties shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, except as may otherwise expressly be set forth herein. It is expressly understood that the parties are independent of one another and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the Effective Date.

STEVENS INSTITUTE OF TECHNOLOGY

By: 
Name: Nariman Farvardin
Title: President

Date: 7/25/2013

CITY OF HOBOKEN

By: 
Name: Dawn Zimmer
Title: Mayor

Date: 7/26/2013

Exhibit A

Custodial Pick-Up and Drop-Off Procedures

- A. The designated drop-off and pick-up locations for parents and guardians who are driving to campus will be in front of Walker Gymnasium. Parents and guardians should take Fifth Street off Washington Street and then turn left on River Street. Upon reaching Sixth Street, parents and guardians should turn right and enter campus via the gates near the Babbio Center. Walker Gymnasium is directly up the hill from these gates. Parents are not permitted to leave their vehicles at Walker Gymnasium and walk their camper to the facility where the Camp is taking place. Camp instructors or coaches will be present at the drop-off and pick-up location outside Walker Gymnasium. Parents may not use the 8th Street parking lot as a drop-off or pick-up location. In the event that a parent needs to park on campus, the Babbio Center parking garage may be used for drop-off or pick-up. The Babbio Center parking garage is accessible off Sinatra Drive.

- B. Camp Operator shall not permit any camper to leave Stevens' premises with anyone other than his or her parent or guardian unless the Camp Operator has obtained written documentation from the parent or guardian authorizing another person to pick up the camper.

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED ACCESS AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND UNION STONE CLEANING AND RESTORATION INC. REGARDING TEMPORARY NONEXCLUSIVE ACCESS TO 215 HUDSON STREET PARKING GARAGE ROOF

WHEREAS, the Administration of the City of Hoboken has negotiated with Union Stone Cleaning and Restoration Inc. to allow the business access to the garage roof at 215 Hudson Street, on behalf of Applied Housing, 205 Hudson Street, so that Union Stone Cleaning and Restoration Inc. may perform façade caulking of the 205 Hudson Street building; and,

WHEREAS, the terms under which the parties agree to allow said access is described in full in the attached agreement.

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

1. The City Council hereby accepts the Agreement, as attached hereto, or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify Union Stone Cleaning and Restoration Inc. of the Council’s authorization of this Agreement and acceptance of all the terms and obligations therein.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

MEETING: August 7, 2013

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

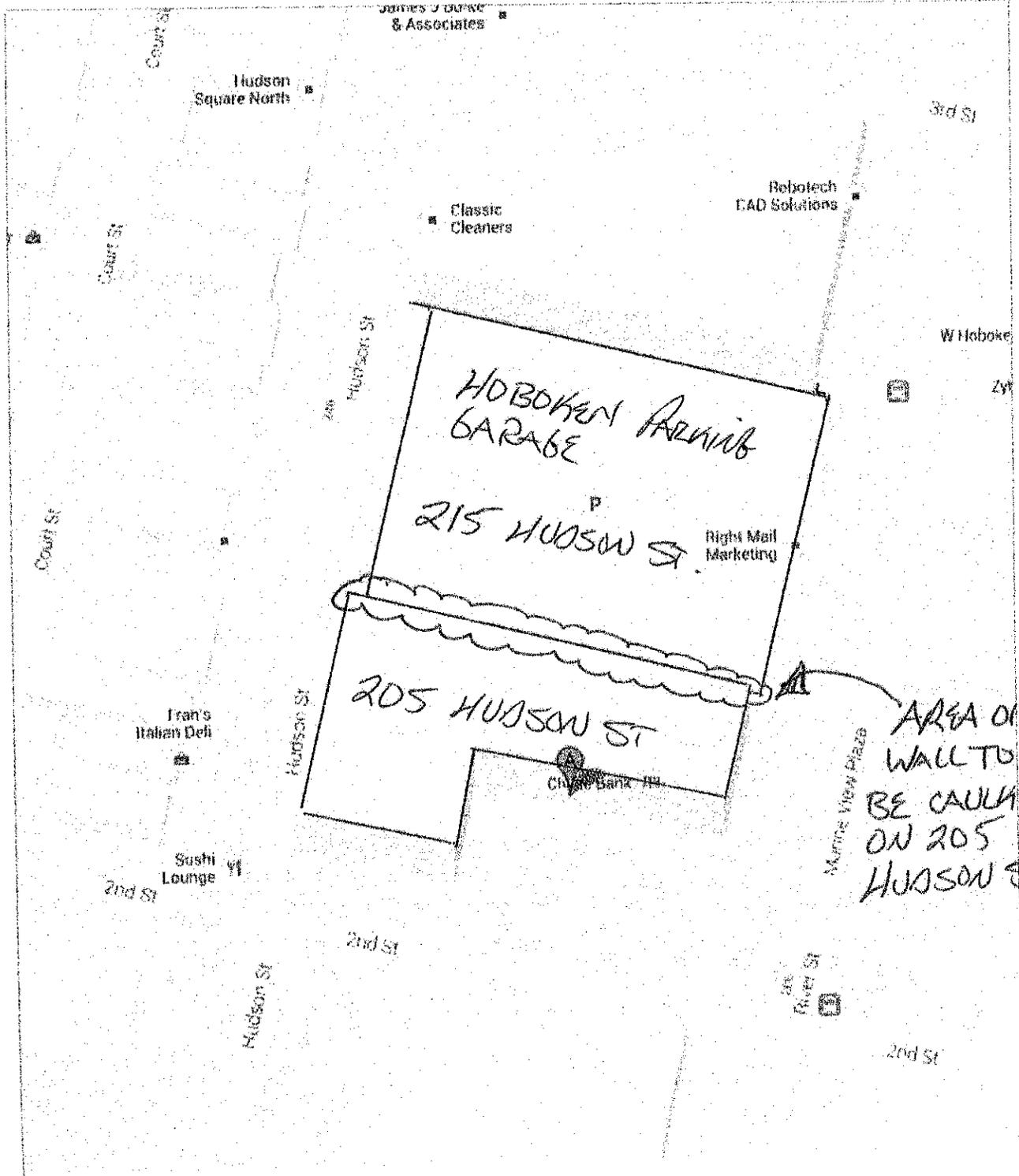
| Councilperson | Yea | Nay | Abstain | No Vote |
|----------------------------|------------|------------|----------------|----------------|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |
| Tim Occhipinti | | | | |
|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

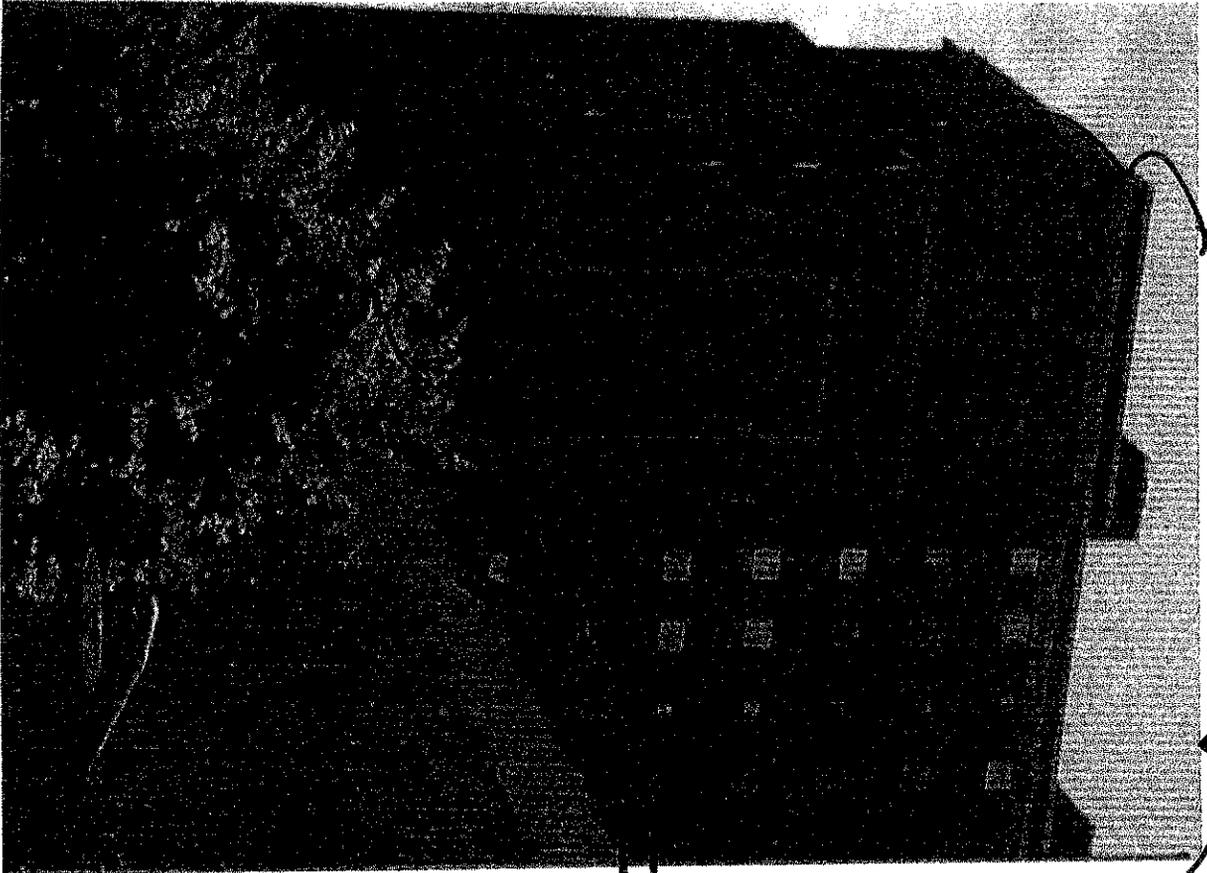
Exhibit 1

UNION STONE CLEANING & RESTORATION
111 GILES AVENUE
JERSEY CITY, NJ 07306
TEL.# (201)299-9800

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google





Access Apartment to 215 HUDSON ST
ROOF

205 HUDSON ST NORTH
FACADE TO BE GAUDED

215 HUDSON ST.
REINFORCE BRICK ROOF.

UNION STONE CLEANING & RESTORATION
111 GILES AVENUE
JERSEY CITY, NJ 07306
TEL.# (201)209-9800

Exhibit 3

4363

UNION STONE CLEANING
& RESTORATION

DATE 7/15/13

55-233
212 3206

PAY
TO THE
ORDER OF

CITY OF HOBOKEN

\$ 1,500.00

ONE THOUSAND, FIVE HUNDRED

DOLLARS  Security Features
Indicate Details on Back.

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR 215 HUDSON
HOBOKEN ACCESS AGREEMENT



⑈004363⑈ ⑈021202337⑈ 6105313835⑈

UNION STONE CLEANING & RESTORATION INC.

PROPOSAL

**111 GILES AVE
JERSEY CITY, N.J. 07306**

Phone # 201-209-9800 Fax # 201-209-9101

| | |
|----------|-----------|
| Date | Proposal# |
| 7/8/2013 | 2186 |

| |
|---|
| Customer |
| APPLIED COMPANIES 50 WASHINGTON ST. HOBOKEN, N.J. 07030 ATTN: KEN SWIDER |

| |
|---|
| Job Location |
| 205 HUDSON ST. HUDSON SQ, SOUTH HOBOKEN, N.J. |

| SCOPE OF PROPOSED WORK | Total |
|--|--------------------|
| -SUPPLY LABOR, MATERIAL, SCAFFOLDING AND EQUIPMENT TO PERFORM CAULKING REPLACEMENT AT THE ENTIRE NORTH ELEVATION. -CAULK TO BE REPLACED AT DOORS, WINDOWS A/C UNITS AND ETC.. PRICE FOR ABOVE SPECIFIED WORK = | 23,000.00 |
| Total | \$23,000.00 |

PLEASE SIGN, MAIL AND FAX BACK ACCEPTED PROPOSAL

Signature _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

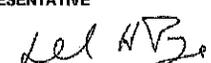
| | | |
|---|---|--|
| PRODUCER The Hamilton Group, LLC 3 Wing Drive Cedar Knolls NJ 07927 | CONTACT NAME: PHONE (A/C, No, Ext): 973-292-2292 FAX (A/C, No): 973-292-2443 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: UNION-1 | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED Union Stone Cleaning & Restoration Inc. 111 Giles Avenue Jersey City NJ 07306 | INSURER A: Massachusetts Bay (I) | |
| | INSURER B: Selective Insurance Co. | |
| | INSURER C: Continental Indemnity Company | |
| | INSURER D: RSUI Group, Inc. | |
| | INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 597867392 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|-------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | ZDY627407411 | 12/19/2012 | 12/19/2013 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | S2054555 | 12/19/2012 | 12/19/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0 | | | UHY725780908 | 12/19/2012 | 12/19/2013 | EACH OCCURRENCE | \$5,000,000 |
| | | | | | | | AGGREGATE | \$5,000,000 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 46-834151-01-02 | 12/24/2012 | 12/24/2013 | WC STATUTORY LIMITS | |
| | | | | | | | OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| D | Excess Liability | | | NHA058562 | 12/19/2012 | 12/19/2013 | | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Construction Advantage Contractors Equipment Coverage: One Beacon Insurance Company - Policy No: 7900011940006. Policy provides \$130,000 of scheduled equipment and Contractors Equipment Leased, Rented or Borrowed - \$150,000 Per Item/\$300,000 Per Occurrence Subject to a \$1,000 Deductible. See Attached...

| | |
|---|--|
| CERTIFICATE HOLDER City of Hoboken 94 Washington St. Hoboken NJ 07030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|-----------------------------------|-----------|--|--|
| AGENCY The Hamilton Group, LLC | | NAMED INSURED Union Stone Cleaning & Restoration Inc. 111 Giles Avenue Jersey City NJ 07306 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: 205 Hudson St., Hoboken, NJ Certificate Holder is added as an Additional Insured under the General Liability policy above, with respects to work performed by the Named Insured for the referenced project as required by written contract.

UNION STONE CLEANING & RESTORATION INC.

MASONRY RESTORATION AND WATERPROOFING SPECIALISTS

111 GILES AVE
JERSEY CITY, N.J. 07306
(201) 209-9800
FAX 201-209-9101
EMAIL – MAIL@UNIONSTONE.NET

7/15/13

City of Hoboken
c/o Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

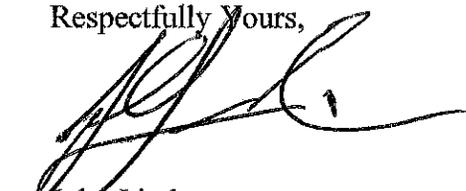
Re: Access Agreement to 215 Hudson Street roof.

Please let this application grant us access to the roof of 215 Hudson St. parking garage so we can caulk the façade of 205 Hudson St., North Elevation.

Note the access to the roof of 215 Hudson St. is only for us to access our hanging scaffolding on the neighboring building to the south.

Please contact us if there are any questions or comments.

Respectfully Yours,



John Lindner
Union Stone Cleaning & Restoration Inc.

ACCESS AGREEMENT

THIS **ACCESS AGREEMENT** is hereby made and entered into this _____ day of **July, 2013**, by and between the **CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (On Behalf of the General Public)**, whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**GRANTOR**") and the **-UNION STONE CLEANING & RESTORATION INC.**, whose address is 111 GILES AVE, JERSEY CITY, NJ (hereinafter referred to as the "**GRANTEE**") (*On Behalf of the property owner(s) at APPLIED HOUSING 205 HUDSON ST., Hoboken, NJ 07030*).

W I T N E S S E T H;

WHEREAS, the GRANTEE has requested access to the location commonly referred to as **215 HUDSON ST., HOBOKEN N.J. PARKING GARAGE ROOF** which is owned by the GRANTOR; and,

WHEREAS, the GRANTEE requires access to the above mentioned location to perform the following: **FAÇADE CAULKING OF NEIGHBORING BUILDING TO THE SOUTH** and,

WHEREAS, the GRANTOR desires to grant to the GRANTEE access to the aforementioned property for the aforementioned purpose.

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

1. The GRANTOR hereby grants the GRANTEE, its agents, servants and assigns the limited right, privilege and access to use the property described in Exhibit "A" (Access Area) of Exhibit "One", for the following purpose(s): **TO ACCESS SCAFFOLDING TO PERFORM CAULKING REPLACEMENT AT 205 HUDSON ST.**
2. This Access is granted for a term of **30 DAYS**, which term shall continue in full force and effect hereunder until expiration or until terminated by GRANTOR or GRANTEE, with or without cause, upon fifteen (15) days prior written notice. This Access shall cease in the event the GRANTEE's agent no longer holds title to the property known as **205 HUDSON ST., HOBOKEN N.J.**
3. The GRANTOR retains the right to use the Access Area in any manner not inconsistent with the rights herein granted to the GRANTEE.
4. The GRANTEE hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury

(including death) of persons directly or indirectly arising out of, as a result of or in connection with this Agreement and/or its work hereunder and/or use of the property herein permitted, including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the release or threat of release of hazardous and/or toxic wastes or substances or as a result of its compliance or noncompliance with applicable law. The GRANTEE further agree to indemnify and hold harmless the City of Hoboken, its officials, employees, representatives and agents ("**Indemnified Party**") from and against any and all claims, suits, demands, litigations and proceedings (the "**Claims**") based upon any of the risks so assumed, whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys' fees and costs of suit without exception. If so directed, the GRANTEE shall, at no cost and expense to any Indemnified Party, defend against all Claims, in which event GRANTEE shall not, without obtaining express advance written permission from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, the provisions of any statutes respecting suits against the City, or the jurisdiction of the tribunal over the person of the City.

5. The GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Access shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances, including but not limited to a construction permit.
6. Upon termination of this Agreement, the GRANTEE shall, within a reasonable time and at the GRANTEE's sole cost and expense, remove all equipment, accessories, and materials owned by the GRANTEE from the Access Area and restore said Access Area as nearly as practicable to its condition prior to the granting of the Access, including, but not limited to any and all paint and wall appendages present within the Access Area.
7. The GRANTEE shall ensure the Access Area, and any and all surrounding publicly owned areas will be open to the general public and that the GRANTEE's work will be done so as to minimize any inconveniences caused to adjacent property owners. The GRANTEE shall take all reasonable steps necessary to secure the area and maintain in a safe manner for pedestrian and vehicle travel. The GRANTEE shall ensure that all parking spaces within the Parking

Garage located in or near the Access Area shall at all times be accessible for their parking purposes.

8. The GRANTEE shall provide, prior to obtaining any benefits of this Agreement, to the GRANTOR an escrow deposit in the amount of One Thousand Five Hundred Dollars (\$1500.00) which shall held by GRANTOR for the term of this Amended Agreement or until Access ceases, whichever occurs last. Upon completion of Access by the GRANTEE, the escrow deposit shall be returned to GRANTEE, without interest, except that the GRANTOR may deduct from the escrow deposit any amount necessary to restore the property to its original condition in the event GRANTEE fails to comply with Paragraph 6 of this Agreement.
9. GRANTEE agrees to obtain combined single limit insurance of at least \$1,000,000.00 including collapse and underground coverage. The GRANTEE and each subcontractor of the GRANTEE must provide evidence of same. Each certificate of insurance shall name the City of Hoboken as the Certificate Holder and the Additional Insured of the Policy. Each certificate of insurance must name the location of the Access under the description of operation. Each certificate of insurance must be forwarded to the City of Hoboken's Office of Corporation Counsel for review at least five (5) days prior to commencement of work by the GRANTEE and/or its subcontractors. Each certificate of insurance shall be required to provide a thirty (30) day notice to the City of Hoboken's Office of Corporation Counsel prior to termination of the policy, and each certificate shall so state.
10. GRANTEE agrees to finish all work in accordance with all applicable construction permits.
11. GRANTEE agrees to safe off the Access Area to the satisfaction of the Director of the Department of Transportation and Parking and, as applicable, the Construction Code Official.
12. GRANTEE agrees to forward to GRANTOR, via certified and regular mail, true and accurate copies of all reports and notices received as a result of the Access within three (3) business days of receipt by GRANTEE. All mail hereunder shall be delivered to the following addresses:
 - i. Boswell Engineering
Joseph Pomante, P.E.
General Engineer to the City of Hoboken
330 Phillips Avenue
PO Box 3152
South Hackensack, NJ 07606

ii. City of Hoboken
c/o Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

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

GRANTOR: (The City of Hoboken, On Behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF _____, COUNTY OF _____

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 20__

Notary Public: _____
(Signature of Notary Public)

GRANTEE: JOHN LINONER On Behalf of the Property Owners of 205 HUDSON ST., Hoboken, NJ

Signed: _____

STATE OF NEW Jersey, COUNTY OF Hudson

The foregoing instrument was Sworn and Subscribed before me on this 15th day of July, 2013

Notary Public: Victoria Melillo
(Signature of Notary Public)

VICTORIA MELILLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 13, 2014

EXHIBIT ONE
Copy of Original Agreement
With Exhibits

- 1.) AERIAL Plan of 215 Hudson St., Hoboken Garage & Work
area 205 Hudson St, Hoboken
- 2.) Photograph of work area 205 Hudson St. above 215 Hudson St.
Parking Garage.
- 3.) Copy of Escrow Check

UNION STONE CLEANING
& RESTORATION

4363

PAY
TO THE
ORDER OF

CITY OF HOBOKEN

DATE 7/15/13

55-233
212 3206

ONE THOUSAND, FIVE HUNDRED

\$ 1,500.00

DOLLARS  Security Features
Include
Ink on the Back

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR HOBOKEN ACCESS AGREEMENT

215 HUDSON



⑈004363⑈ ⑆021202337⑆

6105313835⑈

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS
FOR GRANT WRITING SERVICES FOR THE CITY OF HOBOKEN FOR A TWO YEAR
PERIOD**

WHEREAS, the City of Hoboken needs to secure the assistance of grant writing specialists to provide grant writing services for the City; and

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

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

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for grant writing services for the City, pursuant to the local public contracts law.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 7, 2013

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING PROCOMM SYSTEM INC. A
CONTRACT UNDER THEIR STATE CONTRACT NO. 83931
FOR WIRELESS 4.9 GHZ LICENSED MICROWAVE
NETWORK FOR THE FIRE DEPARTMENT ALERTING
SYSTEM IN AN AMOUNT NOT TO EXCEED \$66,607.00**

WHEREAS, the City of Hoboken requires a wireless 4.9 GHz Licensed Microwave Network for the Firehouse Alerting System; and,

WHEREAS, the Administration intends to use Procomm System Inc. under their state contract #83931, for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for a wireless 4.9 GHz Licensed Microwave Network for the Firehouse Alerting System to Procomm System Inc. for a total contract amount of Sixty Six Thousand Six Hundred Seven Dollars (**\$66,607.00**), for goods and services as described in the attached proposal of Procomm System Inc. dated July 17, 2013; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$66,607.00 is available in the following appropriation [3-01-55-901-014](#) in the CY2013 budget; 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 budget or the capital funds; 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 a contract with the below listed vendor is awarded for an amount not to exceed Sixty Six Thousand Six Hundred Seven Dollars (**\$66,607.00**) for a wireless 4.9 GHz Licensed Microwave Network for the Firehouse Alerting System, as follows:

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

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

Procomm Systems Inc.
823 Uniontown Road
Phillipsburg, NJ 08865

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: August 7, 2013

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

PROCOMM SYSTEMS INC. Professional Communications Systems

823 Uniontown Road Phillipsburg NJ 08865 (908) 387-6930 Fax (908) 387-6933

July 17, 2013

Hoboken Fire Department
Attention: Chief Blohm
201 Jefferson Street
Hoboken, NJ 07030

HobokenFDMW2.doc

RE: Wireless Link for F.A.S. System

Dear Chief Blohm;

Please find the following proposal for a Wireless 4.9 GHz Licensed Microwave Network which will include the Radio Backhaul for the Firehouse Alerting System and provide Remote Repeater Receiver Backhaul for the Network. The system requires "Line of Sight" from antenna to antenna for operation. A physical survey will be required to confirm Line of Sight. If Line of Sight is confirmed from the rooftop of Fire Headquarters to the outlying fire houses, then the system design will consist of three individual microwave "hops" with one antenna on each of the three outlying houses and three antennas on Fire Headquarters. If Line of Sight is not possible from Fire Headquarters, then the solution will be to use a taller building within the city that has Line of Sight to all houses including Fire Headquarters. This site will serve as a relay point in the network. The system design with the relay point will consist of four individual microwave "hops". One antenna will be located on Fire Headquarters and four antennas at the relay site; with one antenna on each of the outlying houses.

The reliability of the system will be at 99.99% reliability. The proposed equipment will be manufactured by Carlson Wireless Technologies. Cost will include all licensing and a five year extended warranty with Procomm Systems providing onsite service.

| | |
|--------------------------------|---------------|
| TURN KEY COST WITH RELAY POINT | \$ 65,107.00* |
| LINE OF SIGHT SURVEY COST | \$ 1,500.00** |

*Turn Key Cost includes Licensing, Engineering, All Equipment, Complete Installation, UPS Protection, moving F.A.S. System to new network and Five Year Warranty with On Site Service

**Note: Line of Sight cost will be deducted from system total if order is placed.

The above price is under New Jersey State Contract number 83931 for Procomm Systems, Inc. Please address purchase orders to Procomm Systems, Inc. 823 Uniontown Rd. Phillipsburg, NJ 08865.

Thank you for allowing Procomm Systems, Inc. the opportunity to provide you with this proposal. Please feel free to contact me should you have any questions or require additional information.

Sincerely,



Charles Anastasio

rec. 7/17/13 

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING RUG & FLOOR STORE INC. A
CONTRACT UNDER THEIR STATE CONTRACT NO. A81751
FOR FLOORING SUPPLY AND INSTALLATION AT THE
HOBOKEN PARKING UTILITY IN AN AMOUNT NOT TO
EXCEED \$29,900.00**

WHEREAS, the City of Hoboken requires new flooring supplies and installation at the Hoboken Parking Utility (94 Washington Street – Basement Floor); and,

WHEREAS, the Administration intends to use Rug & Floor Store Inc, under their state contract #A81751, for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for the flooring supplies and installation to Rug & Floor Store Inc for a total contract amount of Twenty Nine Thousand Nine Hundred Dollars (**\$29,900.00**), for goods and services as described in the attached proposal of Rug & Floor Store Inc. dated July 22, 2013; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$29,900.00 IS available in the following appropriation 3-31-55-540-200 in the CY2013 HPU Capital Budget; 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 HPU Capital Budget; 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 a contract with the below listed vendor is awarded for an amount not to exceed Twenty Nine Thousand Nine Hundred Dollars (**\$29,900.00**) for goods and services of flooring in the HPU (94 Washington Street, Basement), as follows:

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

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

Rug & Floor Store Inc.
280 N. Midland Avenue
Bldg. M
Postal Unit #220
Saddle Brook, New Jersey 07663

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: August 7, 2013

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

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Mannington Mills, Inc

75 Mannington Mills Road, P.O. Box 30, Salem, NJ, USA

For the following product(s):

Vinyl Tile and Accessories:

Adura Luxury Plank, Adura Luxury Tile, Adura Luxury Plank and Tile with LockSolid, Adura Luxury Plank Distinctive Collection, Adura Luxury Plank Distinctive Collection with LockSolid, Adura Elements, Adura Aspects, Homestead Plank, Homestead Tile, TruLoc, Stainmaster Luxury Plank, Stainmaster Luxury Tile, Stainmaster Luxury Tile with LockSolid, Nature's Paths, Nature's Paths LockSolid, Nature's Paths Select, Assurance Squared, Walkway, Create, wall Base, Moldings, Stain Treads, Nosings, Stringers, and Risers.

This product meets all of the necessary qualifications to be certified for the following claim:

FloorScore®

Indoor Air Quality Certified to SCS-EC10.2-2007

Conforms to California Specification 01350 (Standard Method v1.1) for the school classroom and private office parameters.¹

¹ Modeled Product Type: Flooring

Registration # SCS-FS-01629

Valid from: July 16, 2012 to April 16, 2013



ANSI ACCREDITED PROGRAM
PRODUCT CERTIFICATION
#0821



A handwritten signature in blue ink that reads "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen Chapter
Property Owners Association of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

July 22, 2013

Al B. Dineris, R.P.P.O, QPA
94 Washington Street
Hoboken, NJ 07030

RE: Parking Utility Office space
NJ STATE CONTRACT - MANNINGTON #A81751

Materials:

80 boxes Mannington Natures Path @ \$102.60 \$8,208.00

The following is a proposal to supply and install 2,880 sf of Mannington Natures Path, Lock solid Luxury vinyl floor tile at the above mentioned project. Supply and install 1/8 inch roll cork underlayment. Prior to installation, all floor areas will be scraped and patched to create a smooth and suitable surface for new flooring. Prices include the removal and reinstallation of all existing Quarter round wood trim molding. The project will be broken down into phases. All work to be performed on evenings and Saturdays so not to disturb the daily work operations. Rug and Floor store to handle all furniture as needed. Please note that all electronics to be handled by the city of Hoboken. All loose items on tops of desks and files cabinets are to be packed up into boxes for ease of handling.

LABOR: \$21,692.00

Total: \$29,900.00

Sincerely,
Michael A. Pizzuto

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN EMERGENCY PROFESSIONAL SERVICE CONTRACT
WITH EI ASSOCIATES AS GENERAL ELECTRICAL ENGINEER FOR THE CITY OF
HOBOKEN FOR THE ENGINEERING SERVICES REQUIRED FOR EMERGENCY BACK-UP
GENERATORS IN CITY BUILDINGS, FOR A MAXIMUM ONE YEAR TERM, AND FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$75,400.00**

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

WHEREAS, the City of Hoboken was recently made aware of potential power related issues that may occurring during the impending hurricane season, and thereafter obtained four (4) quotes, on an emergency basis, for the Professional Services, of which EI Associates responded to with the most advantageous proposal; and,

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

WHEREAS, certification of funds for insurance premiums is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$75,400.00 is available in the following appropriation account 3-01-55-901-014 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with **EI Associates** to represent the City as General Electrical Engineers, in accordance with the scope of work detailed in their August 6, 2013 proposal, attached hereto, including without limitation, the design and production of sealed drawings and technical bidding specifications, administration of the bidding phase of the project, and construction oversight during the construction phase of the project; the maximum term shall be one year from the date of award; the total proposed amount was Fifty Four Thousand Dollars (\$54,000.00), and there shall be an owner’s allowance on Twenty Thousand Dollars (\$20,000.00), which results in a total not to exceed amount of Seventy Five Thousand Four Hundred Dollars (\$75,400.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: **EI Associates** shall be paid the Thirty Seven Thousand Dollars (\$37,800.00) for Engineering, Design and Bidding Services as follows: 50% shall be payable within 30 days of execution of the contract, and 50% shall be payable upon receipt of the final bid documents; **EI Associates** shall be paid the Seventeen Thousand Six Hundred Dollars (\$17,600.00) for Engineering Construction Services as follows: 33.3% shall be payable within 30 days of notice of start of construction from the vendor, 33.3% shall be payable when the vendor advises the City in writing that the project is substantially complete, and 33.4% shall be payable within 30 days of receipt of notice from the vendor of construction close out; and these are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Business Administrator, but must be clearly identified and described in full in an invoice demonstrating proper approvals; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **EI Associates**; and

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

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

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

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: August 7, 2013

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

6 August 2013
7046-8424

City of Hoboken
94 Washington St
Hoboken, NJ 07030

Attention: Mr. Quentin Wiest
Business Administrator

RE: Engineering Services
Emergency Back-Up Generators

Dear Mr. Wiest:

Thank you for your recent request to provide electrical engineering services to prepare bid documents for the installation of eight new emergency generators located at the City Hall, Police Headquarters, four fire houses and two radio repeater locations. EI Associates performed a site visit on August 1, 2013 and is now confident that we understand your requirements and we are prepared to commence work promptly. Thank you for this opportunity to be of assistance to the City of Hoboken.

PROJECT DESCRIPTION

During Hurricane Sandy the City of Hoboken was flooded. During the flood the city lost power and several of the emergency back-up generators were not operational due to the flood. Also, the radio repeater locations lost power and the city had to respond with temporary generators during the power outage. The City of Hoboken would like to replace eight generators (some destroyed in the flood) and install new generators. The old operational generators will be given to the City of Hoboken to repurpose to other facilities.

We understand that three fire stations and City Hall are Historic Structures so the plans must be submitted to not only to the local building official, but they must be submitted to FEMA and SHIPO.

The City of Hoboken has asked EI Associates (EI) to design and produce signed and sealed drawings and technical specifications to allow Hoboken to publically bid the new emergency generator work for eight buildings. The City of Hoboken has also requested EI provide selected construction phase services.

PROJECT EXECUTION

Engineering Design and Bidding Services

EI's proposed scope of work is as follows:

1. Meet with authorized City of Hoboken representatives for a 'kick-off' meeting to confirm the scope of work, deliverables, and project schedule. The City of Hoboken **can not** supply EI with electronic background drawings and any other existing information related to the facility pertinent to this work.
2. EI will prepare and distribute all minutes of all design meetings.
3. EIA will tour the area of the new emergency generator and automatic transfer switches installation to verify the existing conditions. The locations are as follows:
 - 43 Madison St.
 - 801 Clinton St.
 - 1313 Washington St.
 - 201 Jefferson St.
 - 94 Washington St.
 - 106 Hudson St.
 - Stevens Institute of Technology, Point Terrace
 - 2 Marineview Plaza
4. Prepare a set of contract documents consisting of drawings and technical specifications to allow The City of Hoboken to obtain competitive bids from qualified electrical contractors. We anticipate the preparation of the following drawings for each site:
 - E00 Electrical General Notes and Legend
 - E10 Electrical Layout Drawing
 - E11 Electrical Details Drawing
 - E12 Electrical Site Drawing
5. Issue documents to the City of Hoboken at approximately 90% completion and obtain comments and approvals. EIA will then incorporate Hoboken's comments into the documents.
6. Provide 10 set of completed Contract Documents in hard copy format 30"x42" and a disc with the drawings and specifications in pdf format to allow the City of Hoboken to bid the project to qualified electrical contractors.
7. Provide three sets of drawings signed and sealed by a professional engineer for the Hoboken to obtain construction permits from the the local Construction Department.
8. Provide one set of drawings to FEMA and SHIPO for their approval.

Engineering Construction Services

In addition, EI Associates proposes to provide the following services during construction:

1. Respond to technical Requests For Information submitted by the construction contractor.
2. EIA will review all shop drawings as specified in the Contract Documents.
3. Visit the construction sites four times to review the progress of the work and attend a construction meeting. Issue a written field report for each site visit.
4. Upon completion of the construction work, visit the site one final time to prepare a punch list of outstanding items.
5. At the completion of the work, EIA will request marked-up record drawings of the installation from the contractor. EIA will review and provide the City of Hoboken with one hard copy and one electronic copy of the record drawings.

WORK SCOPE NOTES

1. We have assumed that preparations of Bid Forms, General Conditions, and other non-technical bid documents, including review of such documents at the time of bidding submission, will be the responsibility of the City of Hoboken.
2. Services related to the identification, testing and remediation of hazardous materials (e.g., lead, asbestos and contaminated soil) is excluded. The City of Hoboken shall be responsible to remove all hazardous materials from the construction sites prior to the start of construction.
3. We have assumed the construction contractor will obtain the construction permit from the Hoboken Building Department.
4. EI Associates assumes all existing utility services are adequate for the installation of new generators.
5. Services covering environmental permitting is not included but can be performed as additional services for an additional fee.
6. Services covering planning board approval and landscape design is not included but can be performed as additional services for an additional fee.
7. Services covering noise calculations are not included but can be performed as an additional service for an additional fee.

SCHEDULE

We estimate this design work can be accomplished approximately ^{eight} ~~four~~ (8) weeks after receipt of the authorization to proceed.

ENGINEERING, DESIGN AND BIDDING COMPENSATION

Our fee to provide these services will be for the lump sum fee of **THIRTY SEVEN THOUSAND EIGHT HUNDRED (\$37,800) DOLLARS** including estimated project related expenses of \$2000. Invoices will be submitted monthly and will be due and payable within 30 days.

ENGINEERING CONSTRUCTION SERVICES COMPENSATION

Our fee to provide these services will be for the lump sum fee of **SEVENTEEN THOUSAND SIX HUNDRED (\$17,600) DOLLARS** including estimated project related expenses of \$800. Invoices will be submitted monthly and will be due and payable within 30 days.

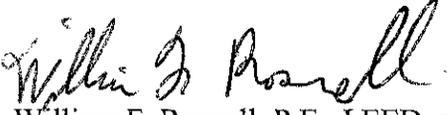
Total - \$55,400.00

We look forward to working with you on this project. Please indicate your acceptance by forwarding to us your Purchase Order making reference to this proposal. Please contact us if you have any questions or require any additional information and we will respond promptly. Thank you for this opportunity to be of service to The City of Hoboken.

Respectfully submitted,

EI ASSOCIATES
Architects &
Engineers, PA


Mel. P. Dworkin
Director, Business Development


William F. Rosnell, P.E., LEEDAP
Chief Electrical Engineer

Cc: EI Distribution



Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO RICH PICERNO BUILDERS LLC FOR THE PROVISIONS OF THE ELYSIAN PARK IMPROVEMENTS IN ACCORDANCE WITH THE CITY'S BID NO. 13-06 IN THE TOTAL AMOUNT OF \$907,805.00

WHEREAS, proposals were received for the Elysian Park Improvement Bid No. 13-06and,

WHEREAS, Seven (7) bid proposal was received, the lowest three being:

| <u>VENDOR</u> | <u>BASE</u> | <u>ALT. A</u> |
|---------------------------|--------------|---------------|
| V&K Construction Inc. | \$898,300.00 | No Response |
| Rich Picerno Builders LLC | \$907,850.00 | \$29,000.00 |
| Let It Grow Inc. | \$984,566.50 | \$28,123.00 |

WHEREAS, pursuant to the recommendation of the City's Purchasing Agent and City Engineer, the City finds that V&K Construction failed to submit a responsive bid for failure to provide a proposal for Alternate A; therefore, the City shall award the contract to Rich Picerno Builders LLC which provided the lowest RESPONSIVE bid.

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$907,805.00 is available in the following appropriation _____ in the 2013 budget; 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 Rich Picerno Builders LLC for the Elysian Park Improvements Bid No. 13-06, in the total amount of Nine Hundred Seven Thousand Eight Hundred Fifty Dollars (\$907,850.00).
- 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 licensure and/or the sample, 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 Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.

- D. Any and all changes orders which may become necessary under this contract shall be at the sole discretion of the City Council, and shall be subject to the appropriation of necessary funds.
- E. 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.
- F. This resolution shall take effect immediately upon passage.

Meeting date: August 7, 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 | | | | |



August 1, 2013

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

Re: Elysian Park Improvements
Bid No. 13-06
City of Hoboken
Hudson County, New Jersey
Our File No. HO-479

Dear Director Pellegrini:

On July 17, 2013, the City of Hoboken (City) received seven (7) bids for the *Elysian Park Improvements* project. As you are aware the construction costs for this project are being funded by the City. Below is a summary of the three (3) lowest bids:

| <u>Bidder</u> | <u>Bid Amount</u> | |
|---|---------------------------------|--------------------------------------|
| V&K Construction 37 Bartha Avenue Edison, New Jersey 08817 | \$898,300.00 \$Not submitted | Base Bid Price Alt. Bid "A" Price |
| Rich Picerno Builders 500 Hoiles Drive Kenilworth, New Jersey 07033 | \$907,850.00 \$ 29,000.00 | Base Bid Price Alt Bid "A" Price |
| Let It Grow 52 Ackerson Street River Edge, New Jersey 07661 | \$958,566.50 \$ 28,123.00 | Base Bid Price Alt Bid "A" Price |

The remaining four (4) bidders submitted total bid prices (Base Bid + Alternate A) ranging from \$1,038,510.00 to \$1,202,108.30. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

V&K Construction

V&K submitted acknowledgement of Addendum No. 1 but did not submit a schedule of values or total price for Alternate Bid A. V&K appears to have submitted an unresponsive bid.

Rich Picerno Builders

Rich Picerno Builders appears to have a complete submission.

Let it Grow

Let it Grow appears to have a complete submission.

RECOMMEDATION

It is our understanding that the City of Hoboken has adequate funding to award the total Base Bid for this project. Therefore, Boswell recommends that this contract be awarded to Rich Picerno Builders in the amount of \$ 907,850.00.

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.

Sincerely,

BOSWELL McCLAVE ENGINEERING



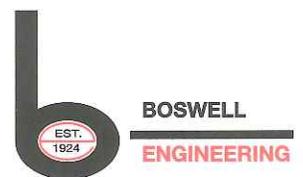
Rebecca E. Mejia, P.E.
City Engineer Representative

REM/ajf

Attachments

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

130801REML1 Bid Recommendation.doc



BID DATE: July 17, 2013

TIME: 11:00 A.M.

V & K Construction
37 Bartha Avenue
Edison, NJ 08817

Rich Picerno Builders
500 Hoiles Drive
Kenilworth, NJ 07033

Let It Grow
52 Ackerson Street
River Edge, NJ 07661

Tec-Con Contractors, Inc.
9 Dodd Street
East Orange, NJ 07017

Zenith Construction Services, Inc.
365 Thomas Boulevard
Orange, NJ 07050

| ITEM NO. | DESCRIPTION | PAY UNIT | QUANTITY | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
|---|--|----------|----------|---------------|----------------------|-----------------|----------------------|-----------------|------------------------|-----------------|------------------------|-----------------|------------------------|
| BASE BID | | | | | | | | | | | | | |
| 1 | Clearing Site | L.S. | 1 | \$ 16,055.00 | \$ 16,055.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 98,320.00 | \$ 98,320.00 | \$ 140,000.00 | \$ 140,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| 2 | Excavation, Unclassified | C.Y. | 130 | \$ 20.00 | \$ 2,600.00 | \$ 100.00 | \$ 13,000.00 | \$ 47.40 | \$ 6,162.00 | \$ 50.00 | \$ 6,500.00 | \$ 20.00 | \$ 2,600.00 |
| 3 | Hot Mix Asphalt 9.5M64 Surface Course | Ton | 75 | \$ 130.00 | \$ 9,750.00 | \$ 125.00 | \$ 9,375.00 | \$ 166.00 | \$ 12,450.00 | \$ 150.00 | \$ 11,250.00 | \$ 120.00 | \$ 9,000.00 |
| 4 | Hot Mix Asphalt 19M64 Base Course | Ton | 100 | \$ 118.00 | \$ 11,800.00 | \$ 125.00 | \$ 12,500.00 | \$ 155.00 | \$ 15,500.00 | \$ 150.00 | \$ 15,000.00 | \$ 110.00 | \$ 11,000.00 |
| 5 | Dense-Graded Aggregate Base Course, 4" Thick | S.Y. | 480 | \$ 14.00 | \$ 6,720.00 | \$ 15.00 | \$ 7,200.00 | \$ 14.60 | \$ 7,008.00 | \$ 10.00 | \$ 4,800.00 | \$ 7.00 | \$ 3,360.00 |
| 6 | Acrylic Surface | S.Y. | 450 | \$ 32.00 | \$ 14,400.00 | \$ 20.00 | \$ 9,000.00 | \$ 27.80 | \$ 12,510.00 | \$ 15.00 | \$ 6,750.00 | \$ 10.00 | \$ 4,500.00 |
| 7 | Basketball Assembly | UNIT | 2 | \$ 6,800.00 | \$ 13,600.00 | \$ 3,900.00 | \$ 7,800.00 | \$ 2,560.00 | \$ 5,120.00 | \$ 3,000.00 | \$ 6,000.00 | \$ 5,000.00 | \$ 10,000.00 |
| 8 | Retaining Wall, Location No. 1 | S.F. | 350 | \$ 35.00 | \$ 12,250.00 | \$ 90.00 | \$ 31,500.00 | \$ 38.35 | \$ 13,422.50 | \$ 36.00 | \$ 12,600.00 | \$ 60.00 | \$ 21,000.00 |
| 9 | Brick Paver Sidewalk | S.Y. | 50 | \$ 117.00 | \$ 5,850.00 | \$ 150.00 | \$ 7,500.00 | \$ 181.90 | \$ 9,095.00 | \$ 108.00 | \$ 5,400.00 | \$ 116.00 | \$ 5,800.00 |
| 10 | Reset Brick Paver Sidewalk | S.Y. | 150 | \$ 68.00 | \$ 10,200.00 | \$ 110.00 | \$ 16,500.00 | \$ 181.90 | \$ 27,285.00 | \$ 90.00 | \$ 13,500.00 | \$ 100.00 | \$ 15,000.00 |
| 11 | 9" x 18" Concrete Vertical Curb | L.F. | 285 | \$ 19.00 | \$ 5,415.00 | \$ 30.00 | \$ 8,550.00 | \$ 41.80 | \$ 11,913.00 | \$ 30.00 | \$ 8,550.00 | \$ 30.00 | \$ 8,550.00 |
| 12 | Pea Gravel | C.Y. | 100 | \$ 26.00 | \$ 2,600.00 | \$ 55.00 | \$ 5,500.00 | \$ 102.00 | \$ 10,200.00 | \$ 80.00 | \$ 8,000.00 | \$ 50.00 | \$ 5,000.00 |
| 13 | Dog Park Fence | L.F. | 250 | \$ 50.00 | \$ 12,500.00 | \$ 165.00 | \$ 41,250.00 | \$ 205.50 | \$ 51,375.00 | \$ 157.00 | \$ 39,250.00 | \$ 100.00 | \$ 25,000.00 |
| 14 | Dog Park Gate | UNIT | 2 | \$ 1,400.00 | \$ 2,800.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 880.00 | \$ 1,760.00 | \$ 4,000.00 | \$ 8,000.00 |
| 15 | Canopy Structure | UNIT | 2 | \$ 14,000.00 | \$ 28,000.00 | \$ 10,500.00 | \$ 21,000.00 | \$ 10,900.00 | \$ 21,800.00 | \$ 8,000.00 | \$ 16,000.00 | \$ 20,000.00 | \$ 40,000.00 |
| 16 | Drinking Fountain | UNIT | 2 | \$ 6,280.00 | \$ 12,560.00 | \$ 6,900.00 | \$ 13,800.00 | \$ 6,750.00 | \$ 13,500.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 7,500.00 | \$ 15,000.00 |
| 17 | Site Bench | UNIT | 33 | \$ 1,800.00 | \$ 59,400.00 | \$ 1,500.00 | \$ 49,500.00 | \$ 1,450.00 | \$ 47,850.00 | \$ 1,500.00 | \$ 49,500.00 | \$ 2,000.00 | \$ 66,000.00 |
| 18 | Trash Receptacles | UNIT | 6 | \$ 2,450.00 | \$ 14,700.00 | \$ 1,650.00 | \$ 9,900.00 | \$ 1,360.00 | \$ 8,160.00 | \$ 1,300.00 | \$ 7,800.00 | \$ 1,500.00 | \$ 9,000.00 |
| 19 | Bike Rack | UNIT | 3 | \$ 1,350.00 | \$ 4,050.00 | \$ 600.00 | \$ 1,800.00 | \$ 1,550.00 | \$ 4,650.00 | \$ 1,500.00 | \$ 4,500.00 | \$ 800.00 | \$ 2,400.00 |
| 20 | Game Table | UNIT | 1 | \$ 2,800.00 | \$ 2,800.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,020.00 | \$ 2,020.00 | \$ 2,400.00 | \$ 2,400.00 | \$ 5,000.00 | \$ 5,000.00 |
| 21 | Inlet, Type A | UNIT | 1 | \$ 3,200.00 | \$ 3,200.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,570.00 | \$ 1,570.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 3,000.00 | \$ 3,000.00 |
| 22 | 12" High Density Polyethylene Pipe | L.F. | 10 | \$ 60.00 | \$ 600.00 | \$ 50.00 | \$ 500.00 | \$ 67.50 | \$ 675.00 | \$ 20.00 | \$ 200.00 | \$ 25.00 | \$ 250.00 |
| 23 | 3/4" Clean Stone | C.Y. | 100 | \$ 26.00 | \$ 2,600.00 | \$ 45.00 | \$ 4,500.00 | \$ 60.00 | \$ 6,000.00 | \$ 70.00 | \$ 7,000.00 | \$ 30.00 | \$ 3,000.00 |
| 24 | Landscaping | L.S. | 1 | \$ 32,000.00 | \$ 32,000.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 31,290.00 | \$ 31,290.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 |
| 25 | Topsailing, 4" Thick | S.Y. | 100 | \$ 3.00 | \$ 300.00 | \$ 6.00 | \$ 600.00 | \$ 6.45 | \$ 645.00 | \$ 9.00 | \$ 900.00 | \$ 6.00 | \$ 600.00 |
| 26 | Fertilizing and Seeding, Type A-3 | S.Y. | 100 | \$ 3.00 | \$ 300.00 | \$ 4.50 | \$ 450.00 | \$ 0.40 | \$ 40.00 | \$ 3.00 | \$ 300.00 | \$ 1.00 | \$ 100.00 |
| 27 | Straw Mulching | S.Y. | 100 | \$ 3.00 | \$ 300.00 | \$ 4.50 | \$ 450.00 | \$ 0.60 | \$ 60.00 | \$ 2.00 | \$ 200.00 | \$ 0.01 | \$ 1.00 |
| 28 | Lighting | L.S. | 1 | \$ 197,300.00 | \$ 197,300.00 | \$ 180,000.00 | \$ 180,000.00 | \$ 167,500.00 | \$ 167,500.00 | \$ 196,000.00 | \$ 196,000.00 | \$ 200,000.00 | \$ 200,000.00 |
| 29 | Playground Equipment | L.S. | 1 | \$ 197,300.00 | \$ 197,300.00 | \$ 160,000.00 | \$ 160,000.00 | \$ 153,000.00 | \$ 153,000.00 | \$ 170,000.00 | \$ 170,000.00 | \$ 198,000.00 | \$ 198,000.00 |
| 30 | Playground Safety Surface | S.F. | 6,600 | \$ 16.00 | \$ 105,600.00 | \$ 12.00 | \$ 79,200.00 | \$ 11.40 | \$ 75,240.00 | \$ 10.00 | \$ 66,000.00 | \$ 11.00 | \$ 72,600.00 |
| 31 | Playground Fence | L.F. | 600 | \$ 82.00 | \$ 49,200.00 | \$ 61.00 | \$ 36,600.00 | \$ 75.00 | \$ 45,000.00 | \$ 51.00 | \$ 30,600.00 | \$ 100.00 | \$ 60,000.00 |
| 32 | Playground Gate | UNIT | 2 | \$ 2,400.00 | \$ 4,800.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 638.00 | \$ 1,276.00 | \$ 850.00 | \$ 1,700.00 | \$ 3,500.00 | \$ 7,000.00 |
| 33 | Monument Restoration | L.S. | 1 | \$ 6,000.00 | \$ 6,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 34 | Exterior Restroom Building Restoration | L.S. | 1 | \$ 13,000.00 | \$ 13,000.00 | \$ 22,000.00 | \$ 22,000.00 | \$ 10,230.00 | \$ 10,230.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| 35 | Fence Restoration | L.S. | 1 | \$ 8,000.00 | \$ 8,000.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,700.00 | \$ 6,700.00 | \$ 26,000.00 | \$ 26,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 36 | Cast Plaque with Movie Scenes in Pavers | L.S. | 1 | \$ 16,000.00 | \$ 16,000.00 | \$ 16,000.00 | \$ 16,000.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| 37 | Basketball Fence | L.F. | 275 | \$ 50.00 | \$ 13,750.00 | \$ 165.00 | \$ 45,375.00 | \$ 240.00 | \$ 66,000.00 | \$ 150.00 | \$ 41,250.00 | \$ 100.00 | \$ 27,500.00 |
| Total Base Bid Items | | | | | \$ 898,300.00 | | \$ 907,850.00 | | \$ 958,566.50 | | \$ 984,510.00 | | \$ 1,013,261.00 |
| Alternate Bid 'A' | | | | | | | | | | | | | |
| 28A | Lighting | L.S. | 1 | Not Submitted | \$ - | \$ (180,000.00) | \$ (180,000.00) | \$ (167,500.00) | \$ (167,500.00) | \$ (196,000.00) | \$ (196,000.00) | \$ (200,000.00) | \$ (200,000.00) |
| 38A | Alternate Lighting | L.S. | 1 | Not Submitted | \$ - | \$ 209,000.00 | \$ 209,000.00 | \$ 195,623.00 | \$ 195,623.00 | \$ 223,000.00 | \$ 223,000.00 | \$ 235,000.00 | \$ 235,000.00 |
| Total Alternate Bid 'A' | | | | | \$ - | | \$ 29,000.00 | | \$ 28,123.00 | | \$ 27,000.00 | | \$ 35,000.00 |
| Total Base Bid and Alternate Bid 'A' | | | | | \$ 898,300.00 | | \$ 965,850.00 | | \$ 1,014,812.50 | | \$ 1,038,510.00 | | \$ 1,083,261.00 |

BID DATE: July 17, 2013

TIME: 11:00 A.M.

Carjen Fence Company Inc.
 1223 Park Street
 Peekskill, New York 10566

J.A. Alexander Inc.
 130-158 John F. Kennedy Dr N.
 Bloomfield, NJ 07003

| ITEM NO. | DESCRIPTION | PAY UNIT | QUANTITY | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
|---|--|----------|----------|----------------|------------------------|-----------------|------------------------|------------|------------|------------|------------|------------|------------|
| BASE BID | | | | | | | | | | | | | |
| 1 | Clearing Site | L.S. | 1 | \$ 106,150.00 | \$ 106,150.00 | \$ 115,000.00 | \$ 115,000.00 | | \$ - | | \$ - | | \$ - |
| 2 | Excavation, Unclassified | C.Y. | 130 | \$ 324.52 | \$ 42,187.60 | \$ 0.01 | \$ 1.30 | | \$ - | | \$ - | | \$ - |
| 3 | Hot Mix Asphalt 9.5M64 Surface Course | Ton | 75 | \$ 154.00 | \$ 11,550.00 | \$ 180.00 | \$ 13,500.00 | | \$ - | | \$ - | | \$ - |
| 4 | Hot Mix Asphalt 19M64 Base Course | Ton | 100 | \$ 142.10 | \$ 14,210.00 | \$ 170.00 | \$ 17,000.00 | | \$ - | | \$ - | | \$ - |
| 5 | Dense-Graded Aggregate Base Course, 4" Thick | S.Y. | 480 | \$ 10.85 | \$ 5,208.00 | \$ 12.00 | \$ 5,760.00 | | \$ - | | \$ - | | \$ - |
| 6 | Acrylic Surface | S.Y. | 450 | \$ 58.65 | \$ 26,392.50 | \$ 30.00 | \$ 13,500.00 | | \$ - | | \$ - | | \$ - |
| 7 | Basketball Assembly | UNIT | 2 | \$ 4,865.00 | \$ 9,730.00 | \$ 6,000.00 | \$ 12,000.00 | | \$ - | | \$ - | | \$ - |
| 8 | Retaining Wall, Location No. 1 | S.F. | 350 | \$ 57.59 | \$ 20,156.50 | \$ 55.00 | \$ 19,250.00 | | \$ - | | \$ - | | \$ - |
| 9 | Brick Paver Sidewalk | S.Y. | 50 | \$ 300.00 | \$ 15,000.00 | \$ 110.00 | \$ 5,500.00 | | \$ - | | \$ - | | \$ - |
| 10 | Reset Brick Paver Sidewalk | S.Y. | 150 | \$ 179.00 | \$ 26,850.00 | \$ 50.00 | \$ 7,500.00 | | \$ - | | \$ - | | \$ - |
| 11 | 9" x 18" Concrete Vertical Curb | L.F. | 285 | \$ 56.00 | \$ 15,960.00 | \$ 30.00 | \$ 8,550.00 | | \$ - | | \$ - | | \$ - |
| 12 | Pea Gravel | C.Y. | 100 | \$ 84.63 | \$ 8,463.00 | \$ 57.00 | \$ 5,700.00 | | \$ - | | \$ - | | \$ - |
| 13 | Dog Park Fence | L.F. | 250 | \$ 200.00 | \$ 50,000.00 | \$ 150.00 | \$ 37,500.00 | | \$ - | | \$ - | | \$ - |
| 14 | Dog Park Gate | UNIT | 2 | \$ 980.00 | \$ 1,960.00 | \$ 1,500.00 | \$ 3,000.00 | | \$ - | | \$ - | | \$ - |
| 15 | Canopy Structure | UNIT | 2 | \$ 16,000.00 | \$ 32,000.00 | \$ 11,000.00 | \$ 22,000.00 | | \$ - | | \$ - | | \$ - |
| 16 | Drinking Fountain | UNIT | 2 | \$ 5,565.00 | \$ 11,130.00 | \$ 5,000.00 | \$ 10,000.00 | | \$ - | | \$ - | | \$ - |
| 17 | Site Bench | UNIT | 33 | \$ 2,027.00 | \$ 66,891.00 | \$ 1,750.00 | \$ 57,750.00 | | \$ - | | \$ - | | \$ - |
| 18 | Trash Receptacles | UNIT | 6 | \$ 2,146.00 | \$ 12,876.00 | \$ 1,666.00 | \$ 9,996.00 | | \$ - | | \$ - | | \$ - |
| 19 | Bike Rack | UNIT | 3 | \$ 1,586.00 | \$ 4,758.00 | \$ 1,000.00 | \$ 3,000.00 | | \$ - | | \$ - | | \$ - |
| 20 | Game Table | UNIT | 1 | \$ 2,964.00 | \$ 2,964.00 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - |
| 21 | Inlet, Type A | UNIT | 1 | \$ 5,880.00 | \$ 5,880.00 | \$ 2,400.00 | \$ 2,400.00 | | \$ - | | \$ - | | \$ - |
| 22 | 12" High Density Polyethylene Pipe | L.F. | 10 | \$ 19.60 | \$ 196.00 | \$ 60.00 | \$ 600.00 | | \$ - | | \$ - | | \$ - |
| 23 | 3/4" Clean Stone | C.Y. | 100 | \$ 134.00 | \$ 13,400.00 | \$ 50.00 | \$ 5,000.00 | | \$ - | | \$ - | | \$ - |
| 24 | Landscaping | L.S. | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 50,000.00 | \$ 50,000.00 | | \$ - | | \$ - | | \$ - |
| 25 | Topsoiling, 4" Thick | S.Y. | 100 | \$ 15.12 | \$ 1,512.00 | \$ 0.01 | \$ 1.00 | | \$ - | | \$ - | | \$ - |
| 26 | Fertilizing and Seeding, Type A-3 | S.Y. | 100 | \$ 18.90 | \$ 1,890.00 | \$ 0.01 | \$ 1.00 | | \$ - | | \$ - | | \$ - |
| 27 | Straw Mulching | S.Y. | 100 | \$ 10.00 | \$ 1,000.00 | \$ 0.01 | \$ 1.00 | | \$ - | | \$ - | | \$ - |
| 28 | Lighting | L.S. | 1 | \$ 90,000.00 | \$ 90,000.00 | \$ 277,852.00 | \$ 277,852.00 | | \$ - | | \$ - | | \$ - |
| 29 | Playground Equipment | L.S. | 1 | \$ 188,215.00 | \$ 188,215.00 | \$ 175,000.00 | \$ 175,000.00 | | \$ - | | \$ - | | \$ - |
| 30 | Playground Safety Surface | S.F. | 6,600 | \$ 16.50 | \$ 108,900.00 | \$ 20.00 | \$ 132,000.00 | | \$ - | | \$ - | | \$ - |
| 31 | Playground Fence | L.F. | 600 | \$ 50.00 | \$ 30,000.00 | \$ 52.00 | \$ 31,200.00 | | \$ - | | \$ - | | \$ - |
| 32 | Playground Gate | UNIT | 2 | \$ 560.00 | \$ 1,120.00 | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - |
| 33 | Monument Restoration | L.S. | 1 | \$ 10,500.00 | \$ 10,500.00 | \$ 5,000.00 | \$ 5,000.00 | | \$ - | | \$ - | | \$ - |
| 34 | Exterior Restroom Building Restoration | L.S. | 1 | \$ 13,000.00 | \$ 13,000.00 | \$ 15,000.00 | \$ 15,000.00 | | \$ - | | \$ - | | \$ - |
| 35 | Fence Restoration | L.S. | 1 | \$ 7,490.00 | \$ 7,490.00 | \$ 20,000.00 | \$ 20,000.00 | | \$ - | | \$ - | | \$ - |
| 36 | Cast Plaque with Movie Scenes in Pavers | L.S. | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 30,000.00 | \$ 30,000.00 | | \$ - | | \$ - | | \$ - |
| 37 | Basketball Fence | L.F. | 275 | \$ 205.00 | \$ 56,375.00 | \$ 150.00 | \$ 41,250.00 | | \$ - | | \$ - | | \$ - |
| Total Base Bid Items | | | | | \$ 1,063,914.60 | | \$ 1,155,812.30 | | \$ - | | \$ - | | \$ - |
| Alternate Bid 'A' | | | | | | | | | | | | | |
| 28A | Lighting | L.S. | 1 | \$ (15,000.00) | \$ (15,000.00) | \$ (277,852.00) | \$ (277,852.00) | | \$ - | | \$ - | | \$ - |
| 38A | Alternate Lighting | L.S. | 1 | \$ 22,500.00 | \$ 22,500.00 | \$ 301,000.00 | \$ 301,000.00 | | \$ - | | \$ - | | \$ - |
| Total Alternate Bid 'A' | | | | | \$ 7,500.00 | | \$ 23,148.00 | | \$ - | | \$ - | | \$ - |
| Total Base Bid and Alternate Bid 'A' | | | | | \$ 1,078,914.60 | | \$ 1,202,108.30 | | \$ - | | \$ - | | \$ - |

* Denotes a difference in amount

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 1, 2013

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for Bid No. 13-06, Elysian Park Improvements

Reference: (a) Memorandum from Boswell McClave Engineering, same subject

The City Clerk received seven (7) sealed bid packages on July 17, 2013. All bid packages were publicly opened and announced at City Hall.

The bid submitted by the lowest bidder, V & K Construction was declared unresponsive due to the following reason:

1. The bidder submitted acknowledgement of Addendum 1 but failed to submit values for Alternate Bid A. The vendor appears to have submitted an incomplete bid.

Bid package submitted by the second lowest bidder was inspected by myself and the Law Department. There was no discrepancies found on all required documents in accordance with the published instructions to bidder. I am satisfied that it met the intent of the specifications.

I fully concurred with the recommendation from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder. The vendor will be:

Rich Picerno Builders, LLC.
500 Hoiles Drive
Kenilworth, NJ 07033

Total amount of the contract is \$ 907,850.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

July 19, 2013

Subject: BID OPENING: 13-06 – Elysian Park Improvement

Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on July 17, 2013 at 11:00 AM. The following personnel were present during the opening:

| | |
|----------------------------------|-------------------------------|
| AL B. Dineros | - Purchasing Agent |
| Jennifer Mastropietro | - Buyer |
| Jerry Lore | - Deputy Clerk |
| Rebecca Mejia | - Boswell McClace Engineering |
| Justin | - Boswell McClave Engineering |
| Representatives from all bidders | |

The following bids were received:

- | | |
|--|--|
| 1. V & K Construction Inc. 37 Bartling Avenue Edison, NJ 08817 | Total Base Bid Price: \$898,300.00 Alt Bid A: Not Submitted Addendum 1 - Blank |
| 2. Rich Picerno Builders, LLC. 500 Hoiles Drive Kenilworth, NJ 07033 | Total Base Bid Price: \$907,850.00 Alt Bid A: \$29,000.00 |
| 3. Let It Grow, Inc. 52 Ackerson Street River Edge, NJ 07661 | Total Base Bid Price: \$958,566.50 Alt Bid A: \$28,123.00 |
| 4. Tec-Con Constructors, Inc. 9 Dodd Street East Orange, NJ 07017 | Total Base Bid Price: \$984,510.00 Alt Bid A: \$27,000.00 |

- | | |
|--|--|
| 5. Zenith Construction Services, Inc. 365 Thomas Blvd Orange, NJ 07050 | Total Base Bid Price: \$1,013,261.00 Alt Bid A: \$35,000.00 |
| 6. Carjen Fence Co., Inc. 1223 Park Street Peekskill, NY 10566 | Total Base Bid Price: \$1,063,914.60 Alt Bid A: \$7,500.00 |
| 7. J.A. Alexander, Inc. 130-158 John F. Kennedy Drive Bloomfield, NJ 07003 | Total Base Bid Price: \$1,155,812.30 Alt Bid A: \$23,148.00 |

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION AWARDS A CONTRACT TO KOMPAN, THROUGH ITS
STATE OF NEW JERSEY CONTRACT NUMBER 12-X-22409 AND US
COMMUNITIES CONTRACT NUMBER 110171, FOR THE STEVENS
PLAYGROUND EQUIPMENT, DELIVERY AND INSTALLATION IN AN AMOUNT
NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SIXTY
SEVEN THOUSAND DOLLARS AND TWENTY ONE CENTS (\$120,167.21)**

WHEREAS, N.J.S.A. 40A:11-5 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Kompan has been approved as a State Contractor pursuant to Contract Number 12-X-22409 as well as the federal purchasing contract under US Communities Contract Number 110171; and,

WHEREAS, the City of Hoboken's Parks Department is in need of playground equipment, delivery and installation for Stevens Park, as described in Kompan's 7/29/13 proposals, attached hereto; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$120,167.21 is available in the following appropriation _____ in the CY2013 budget; 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 budget; 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 playground equipment, delivery and installation for Stevens Park, as described in its July 29, 2013 proposal, attached hereto, for an amount not to exceed those listed in its contract with the State of New Jersey and its proposal, and for a total not to exceed amount of **ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SIXTY SEVEN THOUSAND DOLLARS AND TWENTY ONE CENTS (\$120,167.21)**, subject to the following conditions:

1. The above recitals are incorporated herein as thought fully set forth at length.
2. The Mayor, or her designee is hereby authorized to execute an agreement, in accordance with the terms and conditions of the state contract and the proposal attached hereto, for the above references goods and/or services based upon the following information:

Kompan
930 Broadway
Tacoma WA 98402
(State of New Jersey Contract 12-X-22409)

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: August 7, 2013

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



52,726.44
+ 67,440.77

SALES PROPOSAL

120,167.21

COROCORD

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

KOMPAN is a proud supplier partner of



Date 07/29/13
Expiration Date
Proposal No. SP26924
Project Stevens Park
Ship to State/Zip NY 13803
Customer Service Representative Seyla Yem
Sales Representative Ken Dobyms
Payment Terms NET 30

Site Location: 380234
Stevens Park
5th Street & River Street
Hoboken, 07030
United States

Invoice-to: 48297
City of Hoboken
City Hall Parks Dept
94 Washington Street
Hoboken, NJ 07030
United States
Marie Yorio

Ship-to:
Stevens Park
c/o P&P Installations
617 Tim Hill Road
Marathon, NY 13803
United States

| Qty. | Item No. | Description | Unit Price | Retail Price | Disc. % | Net Price |
|--------------|----------------|---|------------|--------------|---------|------------------|
| | | U.S. Communities Contract #110171 | | | | |
| 1 | GXY-CUSTOM | GXY-Custom 990598 | 36,595.00 | 36,595.00 | 10.00 | 32,935.50 |
| 1 | COR20210001 | Large Arc Ladder In Ground COLORS TBD | 9,146.00 | 9,146.00 | 10.00 | 8,231.40 |
| 1 | MPP101011-0932 | ReadySetSlide! In Ground | 5,745.00 | 5,745.00 | 10.00 | 5,170.50 |
| 1 | FRT-PA | Freight Middletown PA to Zip Code 13803 | 1,314.97 | 1,314.97 | | 1,314.97 |
| 1 | INSTALLATION | Installation KOMPAN Equipment at Prevailing | 20,829.90 | 20,829.90 | 5.00 | 19,788.40 |
| Total | | | | | | 67,440.77 |

Comments:

- Please allow 10-12 weeks for product delivery upon order placement.
- Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.
- Charges for permits are not included. An appropriate amount will be added if applicable.
- Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.
- Prices do not include dumpster or security if needed. This will be an additional charge
- Customer is to provide level dirt site, free of underground obstacles.
- Customer is responsible for disposal of refuse / garbage.
- Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Customer is responsible to do all site work prior to installation.
 Please do not install any surfacing materials prior to the equipment dig and installation process.
 The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope
 or change in elevation over the full length and width of the playground area,

Summary:

| | Retail Price | Discount | Net Price |
|--|------------------|-----------------|------------------|
| Subtotal - KOMPAN Products | 51,486.00 | 5,148.60 | 46,337.40 |
| Subtotal - Other Products | 0.00 | 0.00 | 0.00 |
| Subtotal - Surfacing | 0.00 | 0.00 | 0.00 |
| Subtotal - Installation & Other Services | 20,829.90 | 1,041.50 | 19,788.40 |
| Subtotal - Freight | 1,314.97 | 0.00 | 1,314.97 |
| Subtotal | 73,630.87 | 6,190.10 | 67,440.77 |

| | | |
|--------------------|---|------------------|
| Estimated Tax Rate | (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.) | 0.00 |
| Total | | 67,440.77 |

| | |
|--|--|
| <p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.</p> <p>This proposal may be withdrawn if not accepted by 09/27/13.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p> | <p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p> |
|--|--|



SALES PROPOSAL

COROCORD

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

| | |
|--|--------|
| Site Location: | 380234 |
| Stevens Park 5th Street & River Street Hoboken, 07030 United States | |

Date 07/29/13
Expiration Date
Proposal No. SP26923
Project Stevens Park
Ship to State/Zip NY 13803
Customer Service Representative Seyla Yem
Sales Representative Ken Dobyns
Payment Terms NET 30

| | |
|--|-------|
| Invoice-to: | 48297 |
| City of Hoboken City Hall Parks Dept 94 Washington Street Hoboken, NJ 07030 United States Marie Yorio | |

| |
|---|
| Ship-to: |
| Stevens Park c/o P&P Installations 617 Tim Hill Road Marathon, NY 13803 United States |

| Qty. | Item No. | Description | Unit Price | Retail Price | Disc. % | Net Price |
|--------------|------------------|---|------------|--------------|---------|------------------|
| | | New Jersey Coop. Purchasing Contract Contract Number #12-X-22409 | | | | |
| 1 | COR15011001R | Swaying Bridge In Ground COLORS TBD | 5,405.00 | 5,405.00 | 9.00 | 4,918.55 |
| 2 | COR15110100 | Corocord Pole | 931.00 | 1,862.00 | 9.00 | 1,694.42 |
| 4 | COR15120000 | Large Aluminum Clamp | 402.25 | 1,609.00 | 100.00 | |
| 4 | M87401-3617 | Orbits 100MM In Ground | 210.00 | 840.00 | 9.00 | 764.40 |
| 6 | M87402-3617 | Orbits 300 MM In Ground | 220.00 | 1,320.00 | 9.00 | 1,201.20 |
| 3 | M87403-3617 | Orbits 600 MM In Ground | 240.00 | 720.00 | 9.00 | 655.20 |
| 1 | MSC540800-3417P | Creative Workshop In Ground | 2,100.00 | 2,100.00 | 9.00 | 1,911.00 |
| 1 | MSC541500-3417P | Cottage Deluxe In Ground | 4,690.00 | 4,690.00 | 9.00 | 4,267.90 |
| 1 | M63170-3417P | Tick-Tock, Blue In Ground | 1,010.00 | 1,010.00 | 9.00 | 919.10 |
| 1 | FRT-PA | Freight Middletown PA to Zip Code 13803 | 587.88 | 587.88 | | 587.88 |
| 673 | HS-3CFH-701+100 | Vitriturf 100% color 3' CFH - Prevailing Wage | 13.74 | 9,247.02 | 9.00 | 8,414.79 |
| 1,865 | HS-9CFH-1351+100 | Vitriturf 100% color 9' CFH - Prevailing Wage | 16.14 | 30,101.10 | 9.00 | 27,392.00 |
| Total | | | | | | 52,726.44 |

Comments:

- Please allow 10-12 weeks for product delivery upon order placement.
- Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.
- Charges for permits are not included. An appropriate amount will be added if applicable.
- Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.
- Prices do not include dumpster or security if needed. This will be an additional charge
- Customer is to provide level dirt site, free of underground obstacles.
- Customer is responsible for disposal of refuse / garbage.
- Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Customer is responsible to do all site work prior to installation.
 Please do not install any surfacing materials prior to the equipment dig and installation process.
 The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope
 or change in elevation over the full length and width of the playground area,
 Price for poured-in-place surfacing includes material, delivery and installation.
 Price for poured-in-place surfacing does not include sub base preparation, rubbish removal or security for work performed.

Summary:

| | Retail Price | Discount | Net Price |
|--|---------------------|-----------------|------------------|
| Subtotal - KOMPAN Products | 19,556.00 | 3,224.23 | 16,331.77 |
| Subtotal - Other Products | 0.00 | 0.00 | 0.00 |
| Subtotal - Surfacing | 39,348.12 | 3,541.33 | 35,806.79 |
| Subtotal - Installation & Other Services | 0.00 | 0.00 | 0.00 |
| Subtotal - Freight | 587.88 | 0.00 | 587.88 |
| Subtotal | 59,492.00 | 6,765.56 | 52,726.44 |

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

| | |
|--------------------|------------------|
| Estimated Tax Rate | 0.00 |
| Total | 52,726.44 |

| | |
|---|--|
| <p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.</p> <p>To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount. Orders cancelled after date of confirmation will be subject to a 15% restocking charge.</p> <p>This quote may be withdrawn by us if not accepted by 09/27/13.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p> | <p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p> |
|---|--|



Unless otherwise noted in the quote, the installation charge includes the below:

- Receiving shipment on site and off-loading equipment
- Layout and excavation of footing holes for equipment provided by KOMPAN
- Assembly of equipment provided by KOMPAN
- Concrete footings (where applicable)

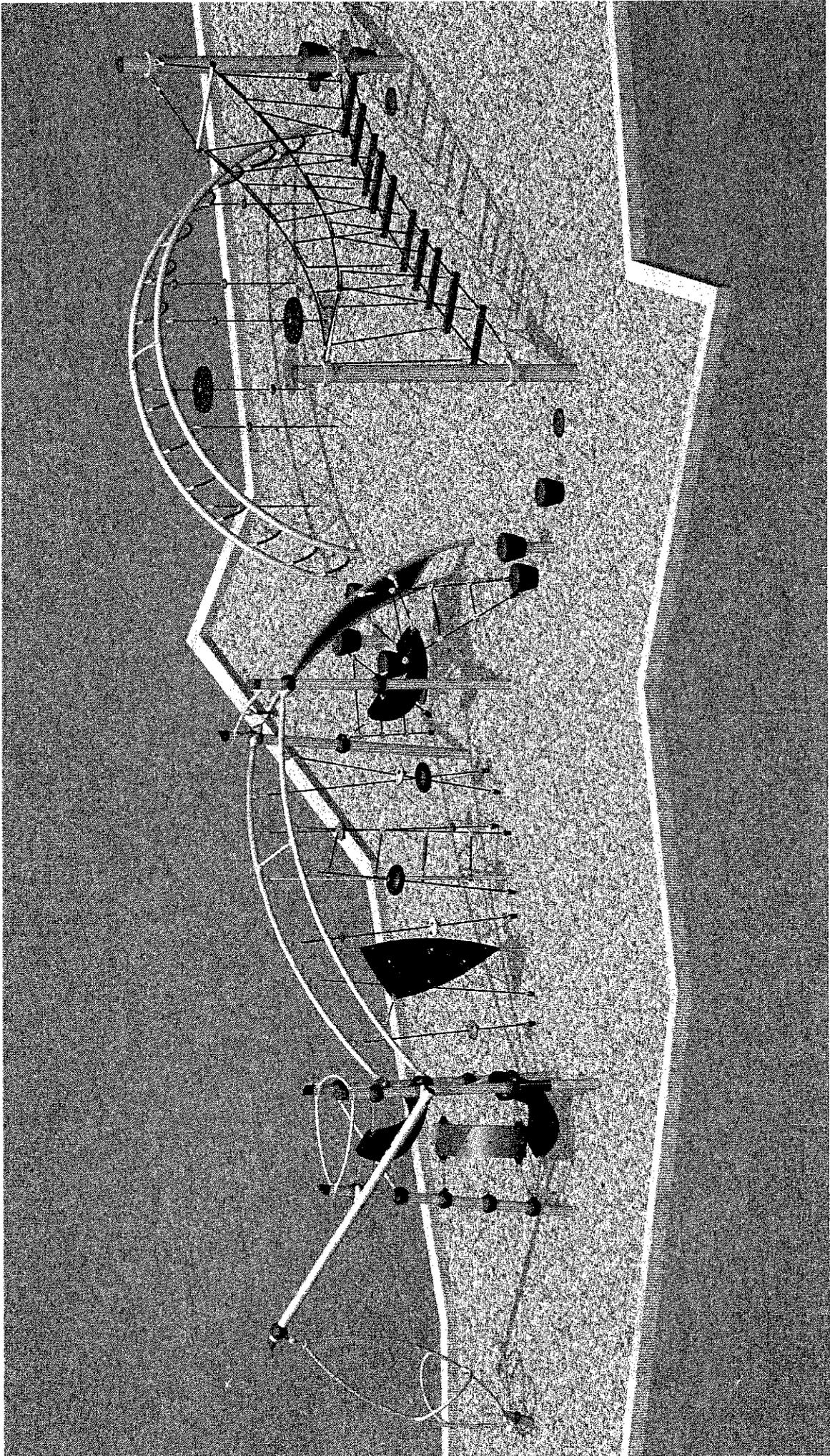
Below is a list of services that are not automatically included in the quote for equipment installation, but may be available for an extra charge. Please inquire with your local KOMPAN sales associate for details:

- Demolition/removal of existing equipment, surfacing, etc.
- Off-site disposal of packaging from delivered equipment
- Removal of excavated soil from site
- Installation of resilient surfacing
- Installation of playground borders
- Additional site excavation not involving equipment footings
- Permits
- Storage of Equipment
- Site Fence – Security
- Installation in stages
- Non-standard working hours (i.e. nights, weekends, holidays)

Unless otherwise noted, the quoted installation charge assumes the following site conditions:

- Adequate access to the site for vehicles and equipment
- A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material
- Clear markings of play site borders and finished grade height
- Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.)
- All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes
- If products are ordered as "surface mount" and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment.

If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.



STEVEN'S PARK

Project: 2-5 Area - Option 1
 Model: As Noted
 Rep: KOMPAN - Ken Dobyms



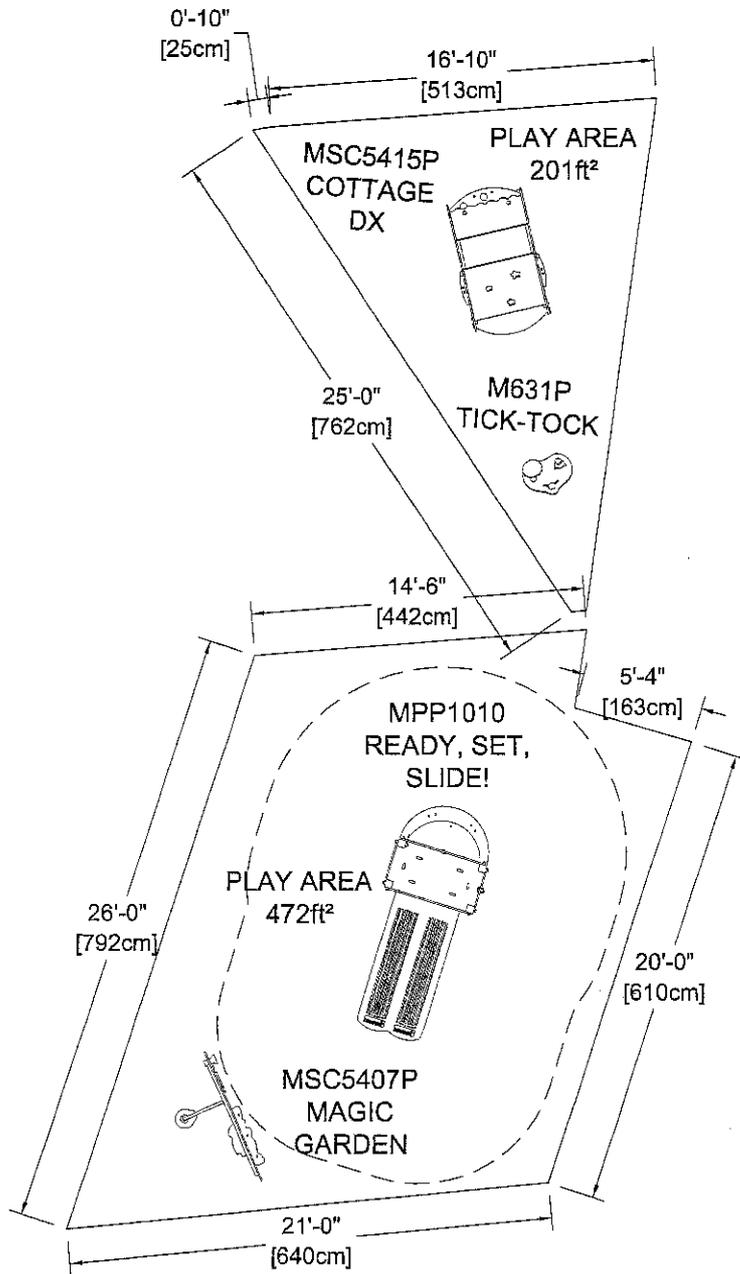
Date: 07/24/13
 PSC:
 Designer: chaled

SCALE: 1/8" = 1'-0"



**FOR QUOTING ONLY
 NOT FOR CONSTRUCTION**

Printed in USA by KOMPAN. © 2013 KOMPAN, Inc., Tacoma, WA, USA. 800-426-9788
 All composite structures shown require a site grade of 1% maximum.
 For surface mount options, the concrete requirements may be up to 5/2" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.
 Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.
 Layout is in accordance with ASTM F1487-11
 *EXPANSION REQUIRED FOR ASTM COMPLIANCE



STEVEN'S PARK

Project: 5-12 Area
 Model: As Noted
 Rep: KOMPAN - Ken Dobyms



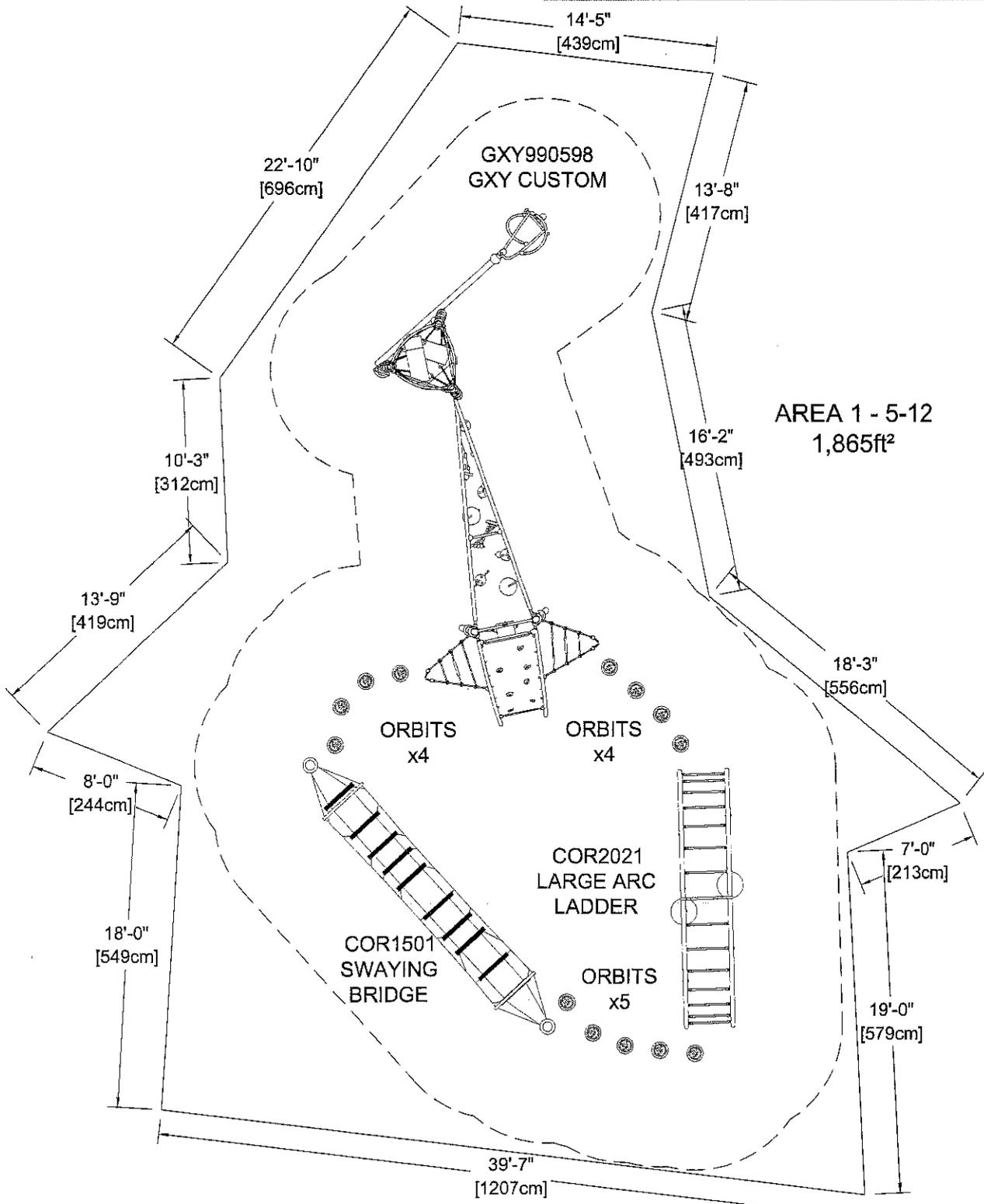
Date: 07/24/13
 PSC:
 Designer: chaled

SCALE: 1/8" = 1'-0"



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Printed in USA by KOMPAN. © 2013 KOMPAN, Inc., Tacoma, WA, USA, 800-426-9788
 All composite structures shown require a site grade of 1% maximum.
 For surface mount options, the concrete requirements may be up to 5/8" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.
 Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.
 Layout is in accordance with ASTM F1487-11



KOMPAN Product Info

Cottage Deluxe • MSC5415P



Best User Age: 6 mo – 4 yrs

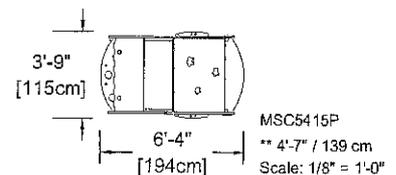
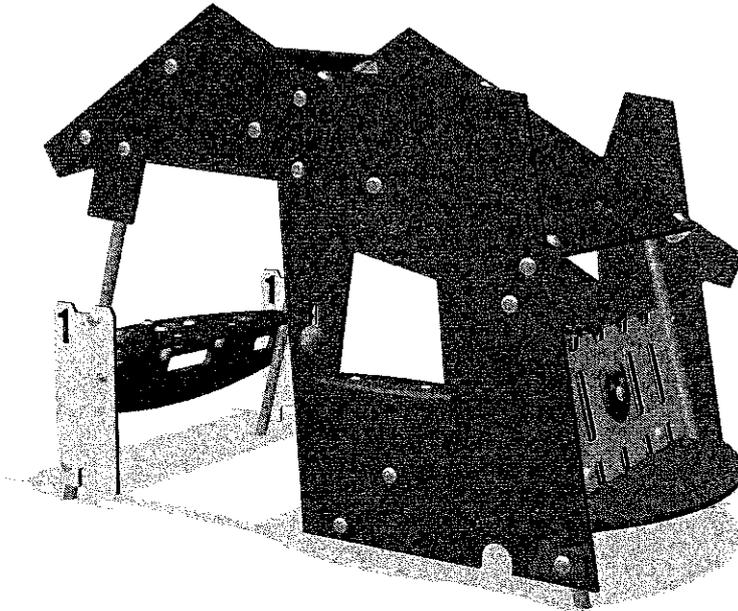
Footing Information: In-ground posts.
Surface installation also available.

Technical information available at kompaninfo.com

ADA ANALYSIS

| Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 |
| Required | 0 | 1 | 1 |

MOVING



To verify product certification, visit pema.org

* = Highest designated play surface.
** = Total height of product.

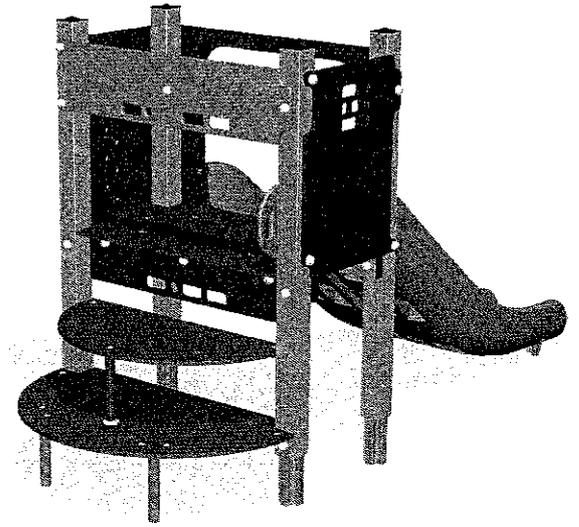
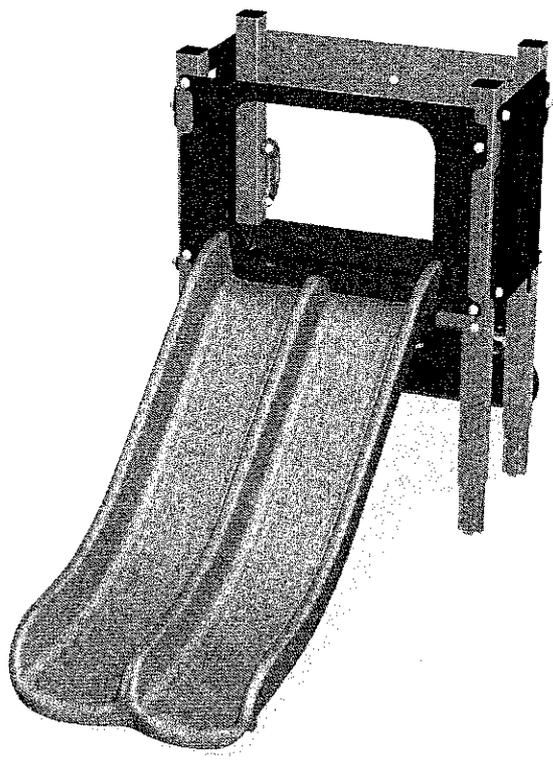
Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

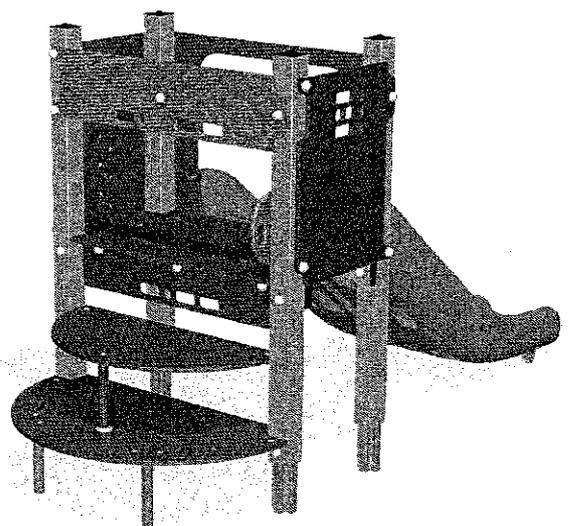
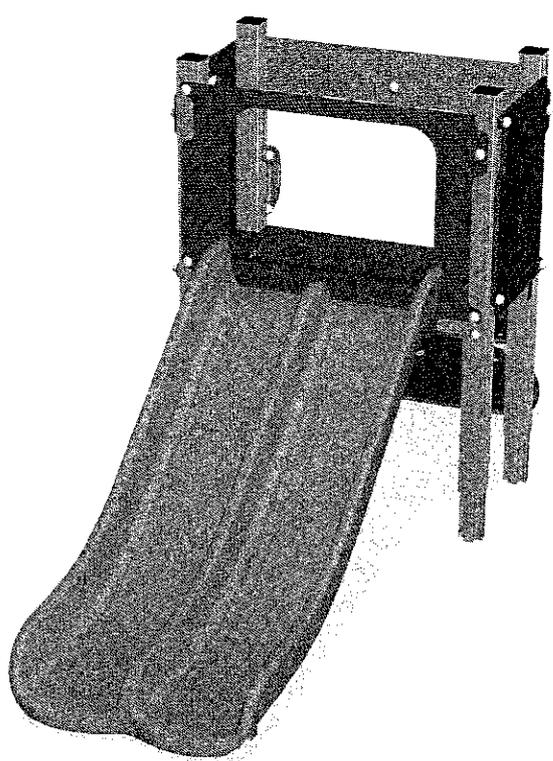
Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

KOMPAN Product Info

Ready, Set, Slide! • MPP1010



● Red



● Green

KOMPAN Product Info

Ready, Set, Slide! • MPP1010



Best User Age: 2-5 years

Footing Information: In-ground posts.
Surface installation also available.

Technical information available at kompan.com

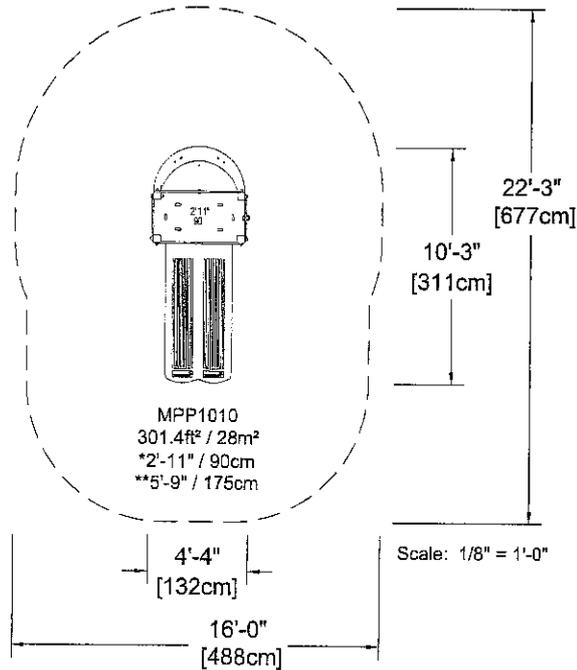
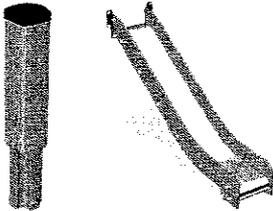
ADA ANALYSIS

| Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 |
| Required | 0 | 1 | 1 |

KOMPAN
PLAY SYSTEMS

Available Options:

- Wood Posts
- Metal Slide



To verify product certification, visit ipema.org

* = Highest designated play surface.

** = Total height of product.

Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

KOMPAN Product Info

Tick-Tock • M631P



Best User Age: 2–5 years

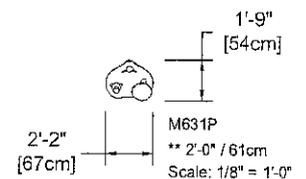
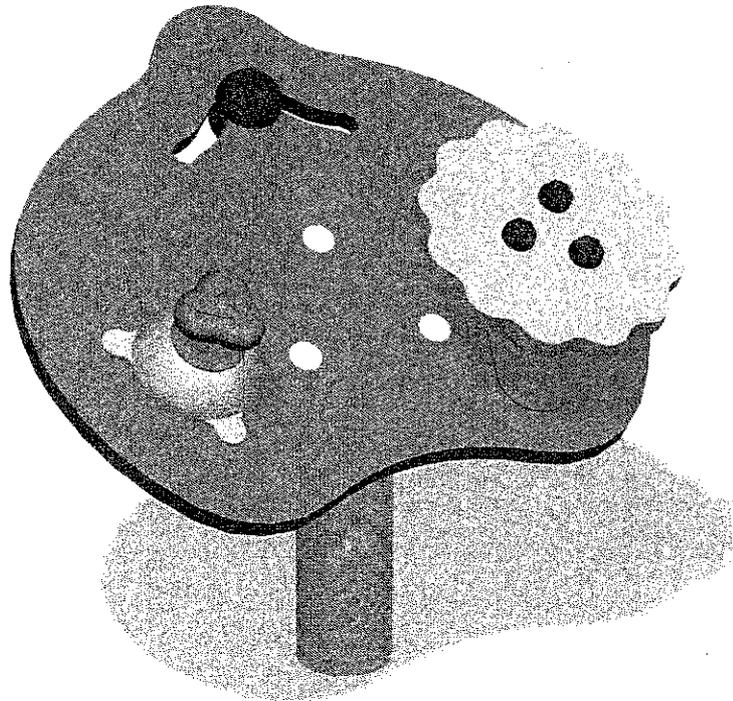
Footing Information: In-ground posts.
Surface installation also available.

Technical information available at kompaninfo.com

ADA ANALYSIS

| Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 |
| Required | 0 | 1 | 1 |

MOMENTUM



To verify product certification, visit ipema.org

* = Highest designated play surface.

** = Total height of product.

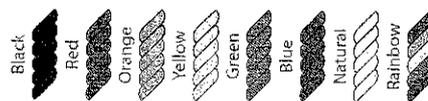
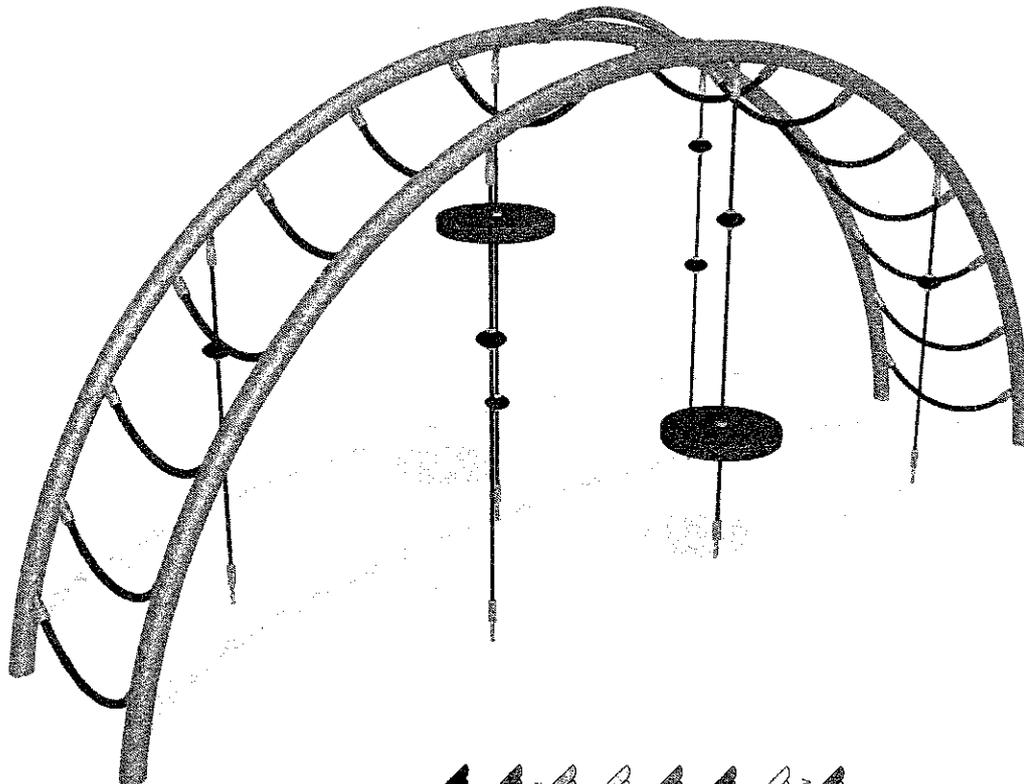
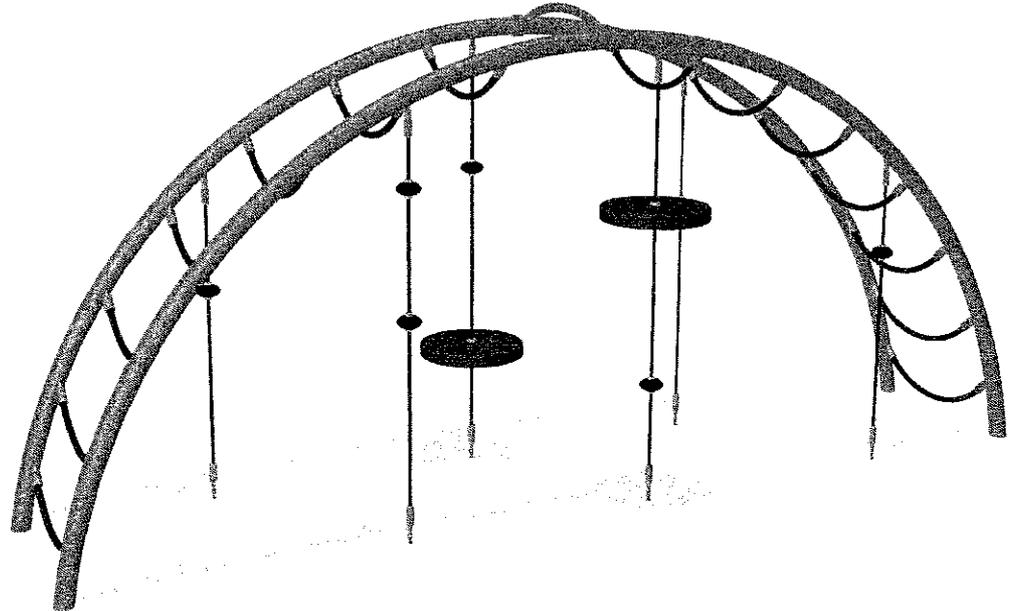
Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

KOMPAN Product Info

COR2021 • LARGE ARC LADDER



Available Colors

KOMPAN Product Info

COR2021 • LARGE ARC LADDER



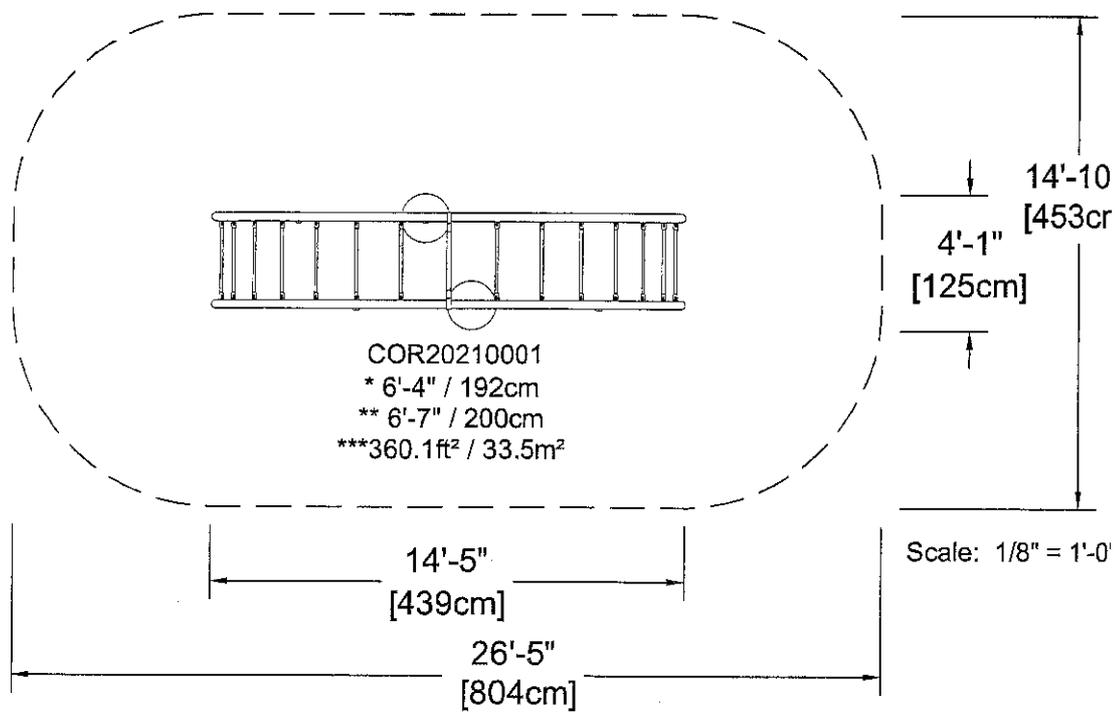
Best User Age: 5–12 years

This product requires concrete footings with a minimum compressive strength of 3500 psi in well-compacted soil. If soil conditions are poor, footing sizes may need to be enlarged.

ADA ANALYSIS

| Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 |
| Required | 0 | 1 | 1 |

Technical information available at kompan.com



To verify product certification, visit ipema.org

* = Highest designated play surface.

** = Total height of product.

Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

KOMPAN Product Info

Swaying Bridge • COR1501

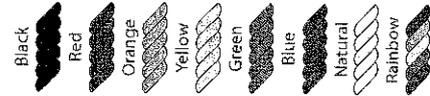


Best User Age: 5-12 years

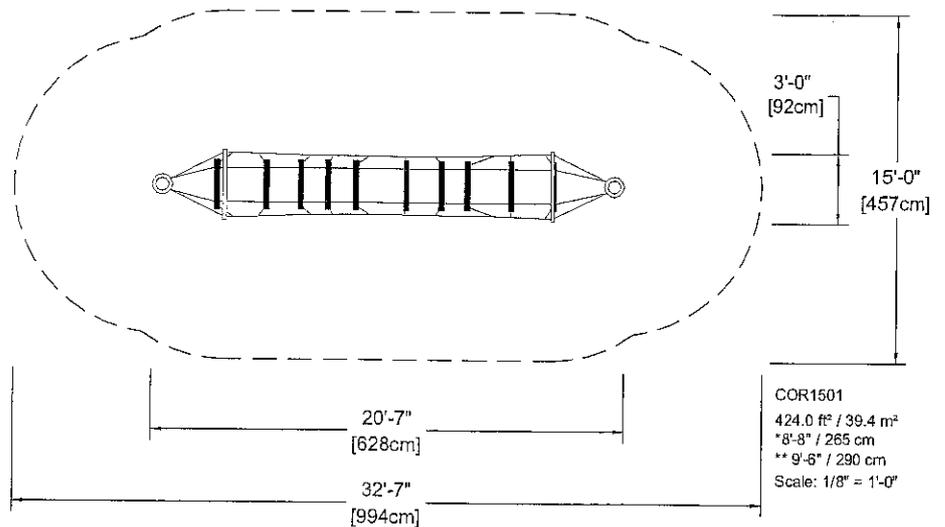
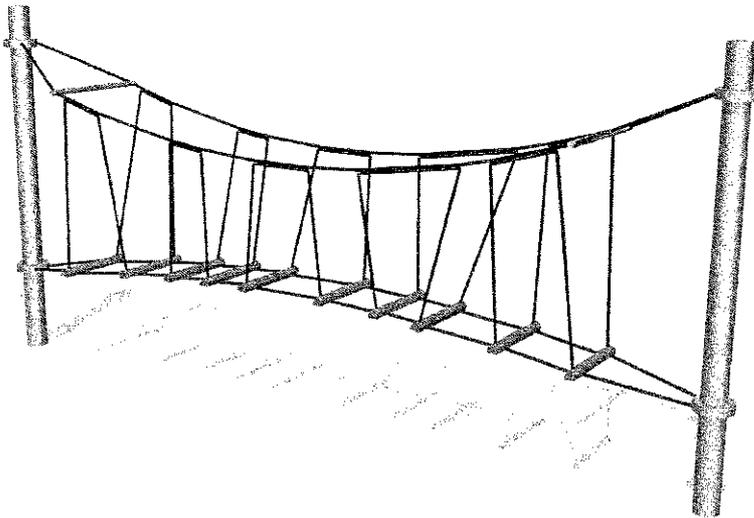
This product requires concrete footings with a minimum compressive strength of 3500 psi in well-compacted soil. If soil conditions are poor, footing sizes may need to be enlarged.

| ADA ANALYSIS | Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|--------------|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 | |
| Required | 0 | 1 | 1 | |

Technical information available at komaninfo.com



Available Colors



To verify product certification, visit ipema.org

* = Highest designated play surface.

** = Total height of product.

Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

KOMPAN Product Info

Best User Age: 6 mo – 4 yrs

Footing Information: In-ground posts.
Surface installation also available.

Technical information available at kompaninfo.com

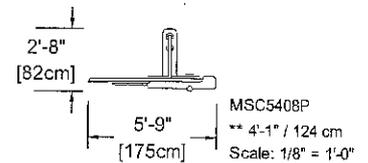
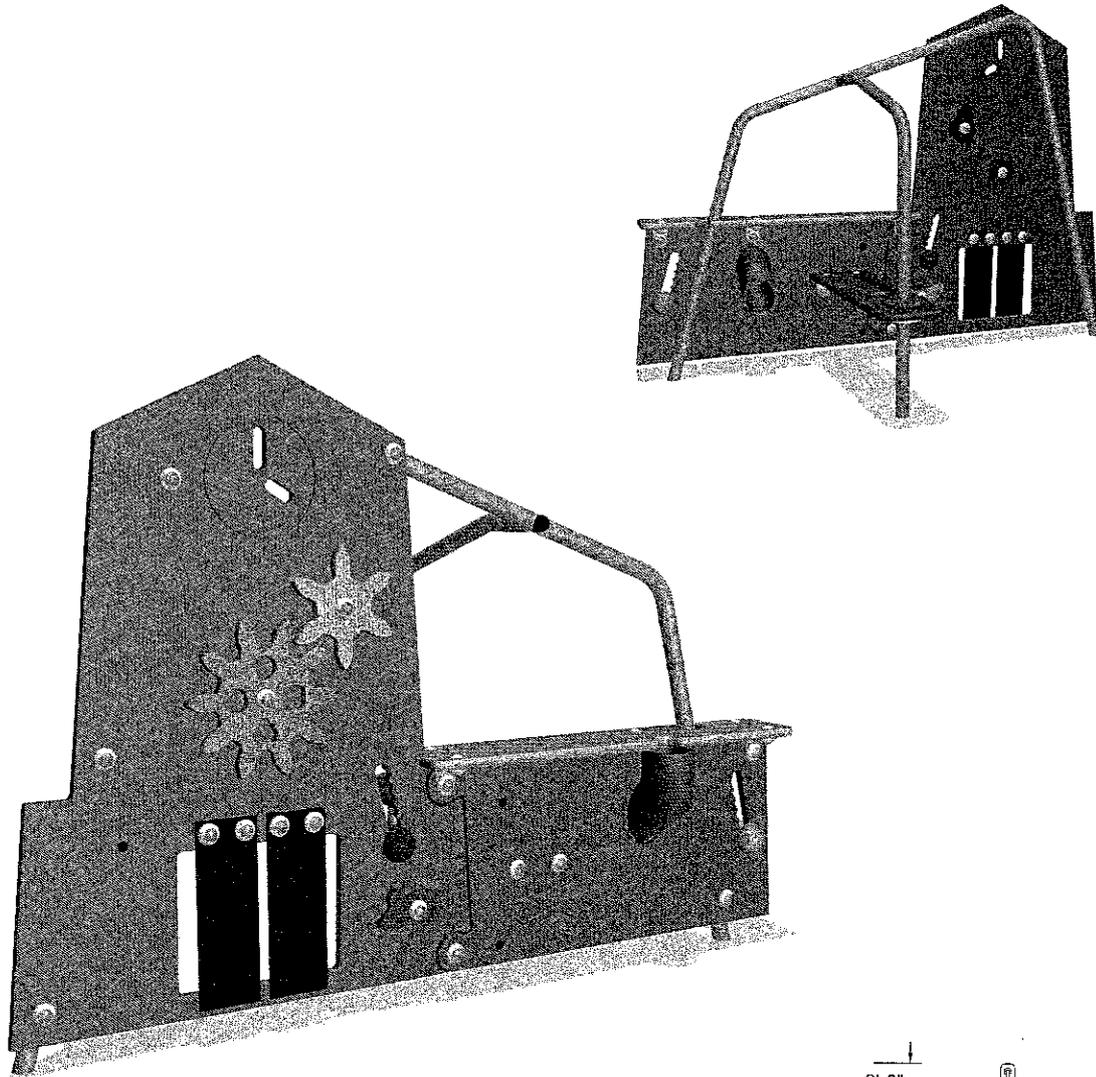
Creative Workshop • MSC5408P



ADA ANALYSIS

| Elevated Activities: 0 | Accessible Elevated Activities | Accessible Ground Level Activities | Accessible Ground Level Play Types |
|------------------------|--------------------------------|------------------------------------|------------------------------------|
| Present | 0 | 1 | 1 |
| Required | 0 | 1 | 1 |

KOMPAN



To verify product certification, visit ipema.org

* = Highest designated play surface.

** = Total height of product.

Highest designated play surface and space required are according to ASTM 1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND SHIPYARD ASSOCIATES REGARDING SHIPYARD ASSOCIATES ESCROW APPEAL

WHEREAS, the Administration of the City of Hoboken has negotiated with Shipyard Associates to resolve the claims and monetary issues underlying the Shipyard Associates escrow appeal against the City; and,

WHEREAS, the terms under which the parties agree to settle the matter are fully expressed in the attached agreement, and are in the best interest of the City.

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

1. The City Council hereby authorizes execution of the Agreement, as attached hereto, or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify Shipyard Associates of the Council's authorization of this Agreement and acceptance of all the terms and obligations therein.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

MEETING: August 7, 2013

REVIEWED:

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 | | | | |

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) made and entered into this ____ day of _____, 2013, by Shipyard Associates, L.P. (“Shipyard”), and the City of Hoboken (“Hoboken”):

RECITALS

Shipyard filed an appeal with the Hudson County Construction Board of Appeals pursuant to N.J.S.A. 40:55D-53.2a to appeal escrow charges applied to escrow account number 1483168 for Shipyard’s application submitted to the Hoboken Planning Board for amended site plan approval for the “Monarch at Shipyard” project, on Development Block G of the Shipyard Planned Unit Development, located at 15th Street and Shipyard Lane, Hoboken, New Jersey 07030 and identified on the Hoboken Tax Map as Block 264.2, Lot 1 (the “Escrow Appeal”).

Shipyard and Hoboken desire to terminate, settle, and compromise all claims they have or could have brought in the Escrow Appeal.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Settlement Amount.** Within 10 days of the execution of this agreement, Hoboken shall pay the total gross sum of TEN THOUSAND SIXTY EIGHT DOLLARS AND THIRTEEN CENTS (\$10,068.13) to Shipyard (the “Settlement Proceeds”).

2. **Payment of Settlement Proceeds.** To the extent Hoboken’s final accounting evidences a valid outstanding balance for Shipyard’s escrow account for the “Monarch at Shipyard” project (“Escrow Account”), Hoboken shall pay the Settlement Proceeds into the Escrow Account toward any outstanding balance. Prior to payment of any of the Settlement Proceeds into the Escrow Account, Hoboken shall first (i) provide Shipyard with a copy of the

final accounting for the Escrow Account and (ii) obtain Shipyard's approval of the final accounting for the Escrow Account. Any Settlement Proceeds remaining due to Shipyard, as evidenced by Hoboken's final accounting for the Escrow Account, shall be delivered to Shipyard by check made payable to "Shipyard Associates, L.P." within ten (10) days of Shipyard's approval of the final accounting for the Escrow Account.

3. **Dismissal of the Escrow Appeal.** Upon receipt of the Settlement Proceeds, Shipyard shall notify the Hudson County Construction Board of Appeals that it is dismissing the Escrow Appeal with prejudice.

4. **Mutual Release.** In consideration of the Settlement Proceeds and dismissal of the Escrow Appeal, Shipyard and Hoboken, and all of their heirs, personal representatives, administrators, successors, and assignees, do hereby fully and finally release, acquit and forever discharge one another and all of their respective employees, subsidiaries, divisions, affiliates, directors, trustees, officers, agents, shareholders, personal representatives, heirs, administrators, successors, assignees, insurers and attorneys from and against any and all claims, demands, liabilities, damages, actions or causes of action of any kind and every nature whatsoever resulting from, arising out of, or connected with the Escrow Appeal that either party now has, has ever had, or may have, whether known or unknown at the date hereof, against any of the entities referred to in this Agreement, limited to all claims resulting from, arising out of, or connected with the Escrow Appeal. This Agreement only addresses the dismissal and settlement of the Escrow Appeal. This Agreement does not in any way address *City of Hoboken v. Shipyard Associates, L.P.*, Docket No. HUD-L-1238-12 or any appeal thereof; neither does it intend to express, suggest, or imply any statements against interest by either party, nor any guilt by either party therein.

5. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to its subject matter and supersedes all prior written or oral agreements, statements, offers, offers of judgment, or understandings. The parties acknowledge that they are not relying on any other representations, warranties, agreements or undertakings other than those expressly contained herein.

6. **Amendment or Modification.** This Agreement shall not be amended, modified or revised except by a written instrument duly signed by all of the parties hereto or their respective successors or assigns. No oral statement of any person shall in any manner or degree, modify the terms and provisions of this Agreement.

7. **Controlling Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey without reference to its conflict of laws provisions. To the extent that either party seeks to enforce the provisions of this Agreement, or litigate any other dispute or controversy among them arising out the matters herein, any and all such actions shall be filed and venued only in the Superior Court of New Jersey.

8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, and if such provision cannot be modified to be enforceable to any extent or in any application, the remaining provisions shall nevertheless survive and continue in full force and effect.

9. **Signatories.** The undersigned signatory for Shipyard represents that he/she has the authority to enter into this Agreement and to bind Shipyard. The undersigned signatory for Hoboken represents that he/she has authority to enter into this Agreement and to bind Hoboken.

10. **Representation.** Shipyard acknowledges that is represented by Connell Foley LLP and Hoboken acknowledges it is represented by the City of Hoboken, Corporation Counsel

and that both parties have executed this Settlement Agreement and General Release with the advice and consent of counsel, and hereby authorize and instructs their respective counsel to perform all acts necessary to carry out the intent and purpose of this agreement.

11. **Signature.** Signatures on separate copy of the Agreement shall act as if those signatures were on a single copy of this Agreement.

[Signatures continue on next page]

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE
CONTRACT WITH VINCENT LAPAGLIA AS SPECIAL LEGAL COUNSEL- TAX APPEALS TO
THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE DECEMBER 31,
2013 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$60,000.00 FOR A TOTAL
NOT TO EXCEED AMOUNT OF \$96,000**

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

WHEREAS, the City of Hoboken previously contracted with Vincent LaPaglia, Esq. for Special Counsel- Tax Appeals; and,

WHEREAS, the City now wishes to amend said contract to increase the annual not to exceed amount; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$60,000.00 is available in the following appropriation 3-01-20-150-030 in the CY2013 budget; 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, that the contract with Vincent Lapaglia to represent the City as Special Legal Counsel- Tax Appeal be amended, for a term to commence January 1, 2013 and expire December 31, 2013, for an increase in the not to exceed amount by Sixty Thousand Dollars (\$60,000.00), for a total not to exceed amount of Ninety Six Thousand Dollars (\$96,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Vincent Lapaglia shall receive an hourly rate for all Tax Court Appeals of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20.00/hour for support staff. These are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover both outstanding and new litigation/legal matters, and new litigation and legal matters will be assigned as they become available and the City Administrator determines the firm’s services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises and work is done by the firm thereunder, at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Vincent Lapaglia; and

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

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

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

Meeting date: August 7, 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 | | | | |

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2013 Municipal Budget

SUMMER FOOD SERVICE PROGRAM CY 2013

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

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

WHEREAS, the City of Hoboken has received notice of an award of \$41,384.86 from Department of Agriculture State of New Jersey wishes to amend its CY 2012 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2012 in the sum of.....\$41,384.86
This is now available as revenue from:

Miscellaneous Revenues:

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

State and Federal Revenues Off-set with
Appropriations:

Summer Food Program

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$41,384.86
Be and the same is hereby appropriated under the caption of:

General Appropriations:

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

Summer Food Program
Other Expenses \$41,384.86

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

MEETING DATE: August 7, 2013

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo
Interim Corporation Counsel



State of New Jersey

DEPARTMENT OF AGRICULTURE
33 West State Street 4th Floor
PO Box 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

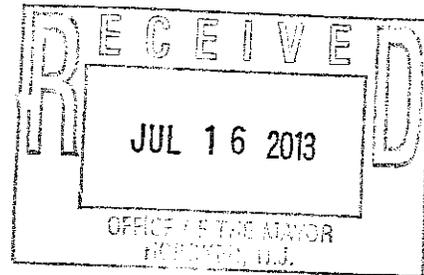
July 9, 2013

DOUGLAS H. FISHER
Secretary

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

Agreement #09-0089



Your 2013 Summer Food Service Program application has been approved. The current amount of 2013 funding approved for your organization is \$41,384.86. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

Under the State of New Jersey Comprehensive Financial System (NJCFIS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #22600199300) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2013, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2013 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2013 Agreement.

Be sure to mail all correspondence to:

Summer Food Service Program
State of New Jersey
Department of Agriculture
Bureau of Child Nutrition Programs
P.O. Box 334
Trenton, New Jersey 08625-0334

**If documents are being hand delivered, the specific street address and floor must be used instead: 33 West State Street, 4th Floor.*

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,



Cherrie M. Walker, Coordinator
Summer Food Service Program
Division of Food and Nutrition

CMW/nc/F-12

Enclosure

Cc: Annette Chaparro, Management Specialist

**New Jersey Department of Agriculture
Division of Markets - Bureau of Child Nutrition Programs
Summer Food Service Program - Schedule A**

Agreement No.: 09-0089
Vendor ID: V22600199300
Sponsor: THE CITY OF HOBOKEN
 94 WASHINGTON STREET- 2ND FLR
 HOBOKEN, NJ 070304556

CCR-Completed: No
DUNS No: 091858563
Phone: (201)420-2277

Effective Date
07/08/2013
Approval Date
07/08/2013

| Site | Name/Address | Ph: | Add. Days | Incl. Wthr | Bfst | Bfst ALMS | Time Bfst | AM Sppl | AM Sppl ALMS | Time Sppl | Lnch | Lnch ALMS | Lnch Time | PM Sppl | PM Sppl ALMS | Time Sppl | Dinn ALMS | Dinn | Time Dinn | Del | Active | Yr | rd |
|-------|---|--|-----------|------------|------|-----------|-----------|---------|--------------|-----------|------|-----------|-----------|---------|--------------|-----------|-----------|------|-----------|-----|--------|----|----|
| A 002 | CHURCH SQUARE PARK 4TH & GARDEN STS. HOBOKEN, NJ 07030 | (201)420-5629 From 07/08/2013 To: 08/30/2103 | | F | 0 | 0 | | 0 | 0 | :0 | 48 | 48 | 12:00 | 0 | 0 | :0 | 0 | 0 | :0 | S | A | | |
| A 003 | COLUMBUS PARK 9TH & CLINTON STS. HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | F | 0 | 0 | | 0 | 0 | :0 | 25 | 30 | 12:00 | 0 | 0 | :0 | 0 | 0 | :0 | S | A | | |
| A 004 | ELYSIAN PARK 10TH & HUDSON STS. HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | F | 0 | 0 | | 0 | 0 | :0 | 20 | 30 | 12:10 | 0 | 0 | :0 | 0 | 0 | :0 | M | A | | |
| A 007 | HOBOKEN HIGH EWT GR 7 8TH & CLINTON STS HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | O | | | : | | | : | 105 | 105 | 11:30 | | | : | | | : | S | A | | |
| A 011 | HOUSING AUTHORITY 411 MARSHALL DRIVE HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | O | | | : | | | : | 30 | 40 | 11:30 | | | : | | | : | S | A | | |
| A 012 | MADISON PARK 300 MADISON STREET HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | F | 0 | 0 | | 0 | 0 | :0 | 40 | 50 | 12:00 | 0 | 0 | :0 | 0 | 0 | :0 | S | A | | |
| A 014 | WALLACE SCHOOL 1100 WILLOW AVENUE HOBOKEN, NJ 07030 | (201)420-2277 From 07/08/2013 To: 08/30/2013 | | O | | | : | | | : | 65 | 75 | 12:30 | | | : | | | : | | A | | |

New Jersey Department of Agriculture
 Division of Markets - Bureau of Child Nutrition Programs
 Summer Food Service Program - Schedule A

Agreement No.: 09-0089

Vendor ID: V22600199300

Sponsor: THE CITY OF HOBOKEN
 94 WASHINGTON STREET- 2ND FLR
 HOBOKEN, NJ 070304556

CCR-Completed: No

DUNS No: 091858563

Phone: (201)420-2277

Effective Date
 07/08/2013

Approval Date
 07/08/2013

| Site | Name/Address | Add. Days | Incl. Wthr | Bfst | Bfst ALMS | Time Bfst | AM Sppl | AM Sppl ALMS | Time Sppl | Lnch | Lnch ALMS | Lnch Time | PM Sppl | PM Sppl ALMS | Time Sppl | Dinn ALMS | Dinn | Time Dinn | Del | Active |
|-------|--|-----------|------------|------|-----------|-----------|---------|--------------|-----------|------|-----------|-----------|---------|--------------|-----------|-----------|------|-----------|-----|--------|
| A 016 | BOYS & GIRLS CLUB 127 JEFFERSON STREET HOBOKEN, NJ 07030 | | 0 | | | : | | | : | 40 | 50 | 11:30 | | | : | | | : | M | A |
| | Ph: (201)420-2277 | | | | | | | | | | | | | | | | | | | |
| | From 07/08/2013 | | | | | | | | | | | | | | | | | | | |
| | To: 08/30/2013 | | | | | | | | | | | | | | | | | | | |

Count:

Total:

STATE OF NEW JERSEY - DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION SERVICES
 BUREAU OF CHILD NUTRITION PROGRAMS
 PO Box 334
 Trenton, N.J. 08625-0334

APR 25 2013

**SCHEDULE C
 TEN DAY MENU PLANNER**

STATE AGENCY USE ONLY:

Approved by CW Date 4/30/13

Expiration Date 4/15/14
 MO/DAY/YR

Sponsor City of Hoboken
 Agreement # 09-0089
 Telephone 201 420-2067

WEEK 1 X 2

| REQUIRED COMPONENTS | DAY 1 | | DAY 2 | | DAY 3 | | DAY 4 | | DAY 5 | |
|--------------------------------|---------------------|-----------------|---------------------|-----------------|-------------------|-----------------|-------------------|-----------------|-------------|-----------------|
| | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size |
| 1. Juice or Fruit or Vegetable | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. |
| 2. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| 3. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |
| 1. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |
| 2. Juice or Fruit or Vegetable | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. |
| 3. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| 4. Meat or Alternate | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. |
| 1. Meat or Alternate | Beef Salam & Cheese | 2 ozs. | Chicken Br & Cheese | 2 ozs. | Ham/Cheese Hoagie | 2 ozs. | Turkey Ham | 2 ozs. | Cheese | 2 ozs. |
| 2. Juice or Fruit or Vegetable | Fruit Punch Juice | 1/2 c 4 ozs. | Grape Juice | 1/2 c 4 ozs. | Orange Juice | 1/2 c 4 ozs. | Fruit Punch Juice | 1/2 c 4 ozs. | Apple Juice | 1/2 c 4 ozs. |
| 3. Fruit or Vegetable | Nectarine | 1/4 c 2 ozs. | Apple | 1/4 c 2 ozs. | Peach | 1/4 c 2 ozs. | Banana | 1/4 c 2 ozs. | Plum | 1/4 c 2 ozs. |
| 4. Bread or Alternate | White | 1 serv. | Wheat | 1 serv. | Sub Roll | 1 serv. | Wheat | 1 serv. | Roll | 1 serv. |
| 5. Milk | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. |
| 1. Milk SNACK | Chips | 8 ozs. | Cookie | 8 ozs. | Chips | 8 ozs. | Cookie | 8 ozs. | Chips | 8 ozs. |
| 2. Juice or Fruit or Vegetable | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. |
| 3. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| 4. Meat or Alternate | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. |
| 1. Meat or Alternate | | 2 ozs. | | 2 ozs. | | 2 ozs. | | 2 ozs. | | 2 ozs. |
| 2. Juice or Fruit or Vegetable | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. |
| 3. Fruit or Vegetable | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. |
| 4. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| 5. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |

EASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT. A MINIMUM 3 DIFFERENT FRUIT/VEGETABLE/JUICE MUST BE SERVED IN A DAY PERIOD WITH NO 2 FRUIT/VEGETABLE/JUICE SERVED 2 DAYS OR 2 MEALS IN A ROW.

NOTE: • Choose 2 components for snack/no 2 fluids
 • Juice for AM or PM snack must = 6 ozs.
 • Sandwiches require 2 servings of bread.
 • Cold cut meat with high water content.

• Peanut butter must = 4 tablespoons.
 • Cold dry cereal must = 3/4 cup.
 • Hot cereal must = 1/2 cup.

STATE AGENCY USE ONLY
 Approved by Chellor Date 4/30/13
 Expiration Date 4/15/14
 MO/DAY/YR

City of Hoboken
 Agreement # 09-0089
 Telephone 201 420-2067

SCHEDULE C
TEN-DAY MENU PLANNER

WEEK 1 2 X

| | REQUIRED COMPONENTS | DAY 1 | | DAY 2 | | DAY 3 | | DAY 4 | | DAY 5 | |
|-----------|--------------------------------|-------------------|-----------------|--------------------|-----------------|-------------------|-----------------|-------------------|-----------------|---------------|-----------------|
| | | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size |
| BREAKFAST | 1. Juice or Fruit or Vegetable | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. |
| | 2. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| | 3. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |
| AM SNACK | 1. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |
| | 2. Juice or Fruit or Vegetable | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. |
| | 3. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| | 4. Meat or Alternate | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. |
| LUNCH | 1. Meat or Alternate | Turkey Ham/Cheese | 2 ozs. | Beef Bologna | 2 ozs. | Chicken Breast | 2 ozs. | Beef Sal & Cheese | 2 ozs. | Turkey Breast | 2 ozs. |
| | 2. Juice or Fruit or Vegetable | Apple Juice | 1/2 c 4 ozs. | Or/Pineapple Juice | 1/2 c 4 ozs. | Fruit Punch Juice | 1/2 c 4 ozs. | Grape Juice | 1/2 c 4 ozs. | Orange Juice | 1/2 c 4 ozs. |
| | 3. Fruit or Vegetable | Peach | 1/4 c 2 ozs. | Plum | 1/4 c 2 ozs. | Nectarine | 1/4 c 2 ozs. | Apple | 1/4 c 2 ozs. | Plum | 1/4 c 2 ozs. |
| | 4. Bread or Alternate | White | 1 serv. | Wheat | 1 serv. | Hamburger Bun | 1 serv. | Wheat | 1 serv. | White | 1 serv. |
| | 5. Milk | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. | Milk | 8 ozs. |
| PM SNACK | 1. Milk | Cookie | 8 ozs. | Chips | 8 ozs. | Cookie | 8 ozs. | Chips | 8 ozs. | Cookie | 8 ozs. |
| | 2. Juice or Fruit or Vegetable | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. | | 3/4 c 6 ozs. |
| | 3. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| | 4. Meat or Alternate | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. | | 1 oz. |
| DINNER | 1. Meat or Alternate | | 2 ozs. | | 2 ozs. | | 2 ozs. | | 2 ozs. | | 2 ozs. |
| | 2. Juice or Fruit or Vegetable | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. | | 1/2 c 4 ozs. |
| | 3. Fruit or Vegetable | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. | | 1/4 c 2 ozs. |
| | 4. Bread or Alternate | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. | | 1 serv. |
| | 5. Milk | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. | | 8 ozs. |

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT. AT A MINIMUM 3 DIFFERENT FRUIT/VEGETABLE/JUICE MUST BE SERVED IN A 5 DAY PERIOD WITH NO 2 FRUIT/VEGETABLE/JUICE SERVED 2 DAYS OR 2 MEALS IN A ROW

NOTE: • Choose 2 components for snack/no 2 fluids
 • Juice for AM or PM snack must = 6 ozs.
 • Sandwiches require 2 servings of bread.
 • Cold cut meat with high water content
 • Peanut butter must = 4 tablespoons.
 • Cold dry cereal must = 3/4 cup.
 • Hot cereal must = 1/2 cup.

SPONSOR
MANAGEMENT
PLAN APR 25 2013
 STATE OF NEW JERSEY DEPARTMENT OF AGRICULTURE
 Division of Food and Nutrition Services
 P.O. Box 334

Trenton, NJ 08625

Approved By:

Date:

STATE AGENCY USE ONLY:

Juan Pafm
6/4/13

2013

SUMMER FOOD SERVICE PROGRAM (SFSP)

| | | | | | |
|--|---|---|--|---|--|
| 1. Sponsoring Organization (Legal Name) | | City of Hoboken | | Agreement #: 09-0089 | |
| 2. Mailing Address | | 94 Washington Street | | | |
| 3. Office Address | | 94 Washington Street, Hoboken, NJ 07030 | | | |
| 4. Name and Title of Person Who Accepts Final Financial and Administrative Responsibility of Program | | Mayor Dawn Zimmer | | | |
| Telephone # | 201 420-2067 | Fax Number | 201 420-2013 | E-Mail | dzimmer@hobokennj.org |
| 5. Name and Title of Authorized Sponsor Representative | | Annette Chaparro, Management Specialist | | | |
| Telephone # | 201-420-5629 | Fax Number | 201 222-3830 | E-Mail | achaparro@hobokennj.org |
| 6. Status of Applicant: (check one) | | | | | |
| (A) Public or Private Nonprofit | | | | | |
| (1) | <input type="checkbox"/> School Food Authority | (B) | <input checked="" type="checkbox"/> State, Local Municipal Or County Government Entity | | |
| (2) | <input type="checkbox"/> Residential Camp | | | | |
| (3) | <input type="checkbox"/> Organization | (C) | <input type="checkbox"/> Private, Nonprofit Colleges Sponsoring Nat'l Youth Sports Program | | |
| 7. Federal Identification Number: (Include 2-Digit Location Code - 11 Digits Total) | | 22-6001993 ⁰⁰ | | | |
| 8. Vendor Identification Number: (Include 2-Digit Location Code - 11 Digits Total) | | 22-6001993 ⁰⁰ <i>OK of</i> | | | |
| 9. Data Universal Numbering System (DUNS) Number: | | 0 91858563 | | | |
| 10. TYPE OF TAX EXEMPTION: Nonprofit private organizations must attach a copy of the letter of determination from the Internal Revenue Service under the 1986 Code as amended to qualify for this program. | | | | | |
| 11. Indicate other U.S.D.A. Programs in which the applicant participates during the summer months: | | | | | |
| Note: Sites participating in the SFSP are ineligible to receive benefits simultaneously from other U.S.D.A. funded programs. | | | | | |
| <input checked="" type="checkbox"/> | None | <input type="checkbox"/> | Child Care Food Program | <input type="checkbox"/> National School Lunch Programs | |
| <input type="checkbox"/> | School Breakfast Program | <input type="checkbox"/> | Special Milk Program | | |
| 12. Does applicant request advance funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| If answer is YES, please complete the following: | | | | | |
| (A) Check applicable cost category of advance funding requested (check one) | | | | | |
| (1) | Food Service Operational <input type="checkbox"/> | (2) | Administrative <input type="checkbox"/> | (3) | Both <input checked="" type="checkbox"/> |
| (B) Check applicable month(s) for which advance funding is requested. | | | | | |
| (1) | Food Service Operational | <input checked="" type="checkbox"/> | July | <input checked="" type="checkbox"/> | August |
| (2) | Administrative | <input checked="" type="checkbox"/> | July | <input checked="" type="checkbox"/> | August |
| NOTE: Sponsors must operate 10 or more days in a month to be eligible for an advance. A maximum of two administrative advances will be issued. | | | | | |
| 13. Type of Meal Service | | | | | |
| <input type="checkbox"/> | (A) Prepare Own Meals On Site | <input type="checkbox"/> | (B) Prepare at Central Kitchen | <input type="checkbox"/> | (C) School Contract |
| <input checked="" type="checkbox"/> | (D) Vended Prepackaged | <input type="checkbox"/> | (E) Food Service Management Co. | | |
| 14. List the name(s) and address of all food preparation facility(ies); attach current health certificates: | | | | | |
| Vendor not yet selected. | | | | | |
| 15. Dates Of Actual Food Service Operation: (M/D/Y) Begin 07/08/13 End 08/30/13 | | | | | |
| 16. Total Days of Actual Food Service Operation: June: <input type="checkbox"/> July: 18 August: 22 Sept: <input type="checkbox"/> Total: 40 | | | | | |
| 17. Date, Time and Place of Training Session(s); attach summary of training session agenda including topics to be covered: | | | | | |
| Thursday, June 27, 2013, 10:00 am, Hoboken City Hall, Basement Conference Room (Across from Violations Bureau) | | | | | |
| 18. Name and Title of Individual(s) Responsible for Conducting Training Sessions: | | | | | |
| (A) Administrative Personnel | Annette Chaparro, Management Specialist | | | | |
| (B) Site Personnel | Annette Chaparro, Management Specialist | | | | |

SPONSOR NAME: City of Hoboken

AGREEMENT #: 09-0089

MEAL SERVICE PROJECTIONS

18. PROJECTED FUNDS AVAILABLE:

A. PROJECTED FOOD SERVICE OPERATIONAL FUNDS AVAILABLE:

| | | | | |
|------------------------------------|--------|-------------|--|-------------|
| # Of Children Per Day | 337 | | Projection Based On 20 0 | |
| | | \$ - | Subtotal 18.A. | \$34,410.61 |
| Increase % | 10.68% | (New Sites) | | |
| | 373 | | (Revised Funds Available) Subtotal 18.A. | \$38,086.52 |
| (Revised Sch A # Children per Day) | | | | |

B. PROJECTED ADMINISTRATIVE FUNDS:

| | | | | |
|------------------------------------|--------|-------------|--|------------|
| # Of Children Per Day | 337 | | Projection Based On 20 0 | |
| | | \$ - | Subtotal 18.B. | \$2,980.00 |
| Increase % | 10.68% | (New Sites) | | |
| | 373 | | (Revised Funds Available) Subtotal 18.B. | \$3,298.34 |
| (Revised Sch A # Children per Day) | | | | |

C. TOTAL PROJECTED FOOD SERVICE OPERATIONAL AND ADMINISTRATIVE FUNDS AVAILABLE: (18.A. Revised Subtotal + 18.B. Revised Subtotal)

TOTAL 18.C. \$37,390.61

(Revised Funds Available) TOTAL 18.C. \$41,384.86

ESTIMATED BUDGET

* Self Prep Sponsors must allocate AT LEAST \$25,391.01 for food.

19. FOOD SERVICE OPERATIONAL COSTS:

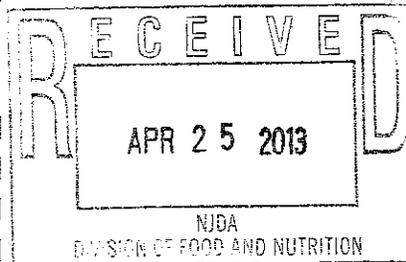
| | |
|-------------------|-------------|
| Food Self Prep * | |
| Food Vended | \$30,245.18 |
| Labor | \$ 7,000.00 |
| Non Food Supplies | |
| Equipment Rental | |
| Travel | |
| Utilities | |
| Other Food Costs | |

20. ADMINISTRATIVE COSTS:

| | |
|----------------------------|-------------|
| Director | |
| Monitor(s) | \$ 2,596.10 |
| Secretary | |
| Bookkeeper | |
| Office Supplies | \$ 400.00 |
| Travel | |
| Other Administrative Costs | |

Total Operational Costs \$ 37,245.18

Total Administrative Costs \$ 2,996.10



21. CERTIFICATION: I certify that the information on the Sponsor Management Plan, Schedule A and the attached Site Information Sheet (s) is true and correct to the best of my knowledge, that reimbursement will be claimed only for meals served to eligible children regardless of sex, age, disability, color, or national origin at approved food service sites, and that these sites have been visited and have the capability and facilities for the meal service planned for the number of children anticipated to be served. I understand that any expenditure in excess of the maximum reimbursement available will not be covered by the State agency. I realize that request for amendments to this budget must be made in writing by the sponsor. Prior written approval of any budgetary amendments must be received in writing from the state agency before expending funds. I understand that this information is being given in connection with the receipt of Federal funds, and that deliberate misrepresentation may subject me to prosecution under State and Federal criminal statutes. If government sponsor, I certify that the program is directly operated by the sponsor at all sites. Furthermore, I agree to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A.

I also certify that I updated or renewed my registration with the Central Contractor Registration (CCR), which is an annual federal requirement as determined by the Federal Funding Accountability and Transparency Act (FFATA).

Date: 4/24/13 Name & Title of Authorized Sponsor Representative: Mayor (PRINT OR TYPE)

Signature of Authorized Sponsor Representative

STATE AGENCY USE ONLY: APPROVED BY: [Signature] DATE: 4/24/13 REVISION #: [Blank]

SPONSOR NAME:

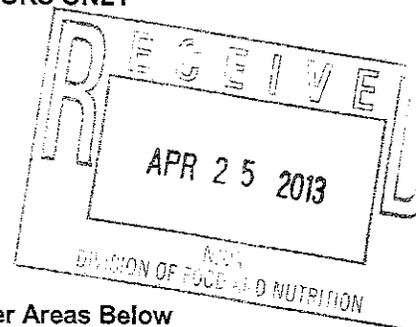
City of Hoboken

AGREEMENT #:

09-00089

FOR VENDED & OTHER FOOD CONTRACT SPONSORS ONLY

Available Operational Funds Analysis



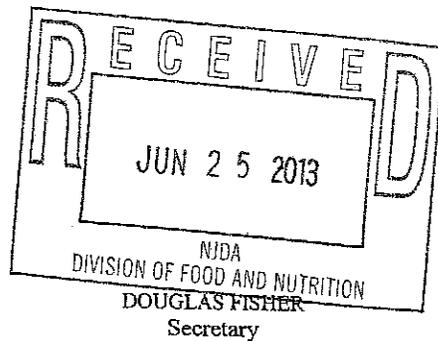
Insert Last Year's Bid Amounts From ABA Sheet In The Proper Areas Below

| | Rates | Last Year's Bid Price Bid Amounts | % | Total Food | Food Personnel & Other Food Cost |
|--------|---------|--------------------------------------|--------|-------------|--|
| Lunch | \$ 3.06 | \$ 2.43 | 79.41% | \$30,245.18 | \$7,841.34 |
| Break | \$ 1.76 | | 0.00% | | |
| Lunch | \$ 3.06 | | 0.00% | | |
| | | | 0.00% | \$0.00 | \$0.00 |
| Snack | \$ 0.71 | | 0.00% | | |
| Lunch | \$ 3.06 | | 0.00% | | |
| | | | 0.00% | \$0.00 | \$0.00 |
| Break | \$ 1.76 | | 0.00% | | |
| Lunch | \$ 3.06 | | 0.00% | | |
| Snack | \$ 0.71 | | 0.00% | | |
| | | | 0.00% | \$0.00 | \$0.00 |
| Break | \$ 1.76 | | 0% | | |
| Lunch | \$ 3.06 | | 0% | | |
| Dinner | \$ 3.06 | | 0% | | |
| | | | 0% | \$0.00 | \$0.00 |



State of New Jersey

DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD & NUTRITION
SUMMER FOOD SERVICE PROGRAM
PO BOX 334
TRENTON, NJ 08625-0334



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

AGREEMENT NUMBER 09-0089 SPONSOR LEGAL NAME City of Hoboken
ADDRESS 941 Washington Street, Hoboken, NJ 07030

SUMMER FOOD SERVICE PROGRAM ~ 2013 ~ REIMBURSEMENT AGREEMENT ADDENDUM

The parties, the New Jersey State Department of Agriculture, hereinafter referred to as the Department, and the organization whose name and address appear above, hereinafter referred to as the Sponsor, hereby incorporate by reference the agreement between the parties for 2012 and agree to continue to be bound by the terms and conditions set forth therein for fiscal year 2013 except as set forth below.

The parties agree to the following amendments to the terms and conditions of the fiscal year 1997 agreement and agree to be bound by these amendments:

1. POLICY STATEMENT

The Summer Food Service Program is a federal program of the Food and Nutrition Service, United States Department of Agriculture. It is operated in accordance with USDA policy, which does not permit discrimination because of race, color, national origin, disability, age or sex. Any person who believes they have been discriminated against in any USDA-related activity should write to the Secretary of Agriculture, Washington, D.C. 20250.

I certify that this institution serves the same meals at no separate charge (Free) *all participants in the Summer Food Service Program regardless of race, color, national origin, disability, age or sex and that there is no discrimination in the course of the meal service.

*If your institution charges separately for meals, do not sign this form. Contact the Summer Food Service Program immediately for specific procedures.

2. APPLICATION SUBMISSION DEADLINE DATES

ALL SPONSORS ARE REQUIRED TO SUBMIT COMPLETED APPLICATIONS TO THE STATE OF NEW JERSEY, TRENTON OFFICE, NO LATER THAN APRIL 15, 2013.

NO APPLICATION WILL BE ACCEPTED AFTER THE APRIL 15, 2013 DEADLINE UNLESS THE APPLICANT INTENDS TO SERVE AN AREA WHICH WOULD NOT OTHERWISE BE SERVED.

Submission of incomplete applications, and/or inaccurate information, will result in the delay or possible forfeiture of advance payments requested by the applicant.

3. CUT OFF DATE FOR ADDITION OF NEW SITES

Sponsors who request approval of additional sites after the submission of the initial application package must submit a completed Site Information Sheet and revised Sponsor Management Plan, pages 2 and 3, postmarked no later than July 15, 2013 in order to receive state agency approval.

4. AUDIT COMPLIANCE

That if the sponsor receives federal and/or state grant funds, the sponsor shall have an annual audit performed in accordance with the Single Audit Act, Federal OMB Circular A-133 Revised and State OMB Circular 04-04. Audit requirements contained in (OMB) Circular A-133 Revised (published in the federal register June 27, 2003), including the following:

- (a) Recipients who expend \$100,000 or more in federal funds for fiscal years ending after December 31, 2003 are required to obtain audits of their operations in accordance with OMB Circular A-133 Revised, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports that meet the requirements of OMP Circular A-133 Revised shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.
(b) Audits conducted in accordance with OMB Circular A-133 Revised are required to contain a Schedule of Expenditure of Federal Awards. This Schedule must contain the amount of federal financial assistance expended by Catalogue of Federal Domestic Assistance (CFDA) number. CFDA number for the Summer Food Service Program (SFSP) is 10.559.*
(c) Sponsoring Organizations that expend Federal funds from a single federal funding source, i.e., the Child Nutrition Programs, may elect to have a program-specific audit conducted in accordance with OMB Circular A-133 Revised.
(d) Sponsoring Organizations that expend less than 100,000 or more in federal funds for fiscal years ending after December 31, 2003 are exempt from these Federal audit requirements. However, this does not exempt sponsors from complying with other applicable state and local laws and regulations regarding audit.

It should be noted that federal (Child Nutrition) funds cannot be used to pay for an audit based on requirements in excess of those mandated by OMB Circular A-133 Revised. This agreement extends the terms and conditions of the contract between the parties beginning with the fiscal year 2012 agreement to include fiscal year 2013.

CERTIFY THAT THE INFORMATION ON THIS FORM AND SUBSEQUENT ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS INFORMATION IS BEING GIVEN IN CONNECTION WITH THE RECEIPT OF FEDERAL FUNDS AND THAT DELIBERATE MISREPRESENTATION MAY SUBJECT ME TO PROSECUTION UNDER APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. THE PROGRAM MUST BE MADE AVAILABLE TO ALL CHILDREN REGARDLESS OF SEX, AGE, RACE, COLOR, DISABILITY OR NATIONAL ORIGIN.

Signature on behalf of the Sponsor:

[Signature]
Signature of Sponsor Representative
Authorized to Sign Contractual Agreements

Dawn Zim
Type/Print Name

Mayer
Title of Sponsor Representative Authorized to Sign Contractual Agreements

09-0089
Agreement #

City of Hoboken
Legal Name of Sponsoring Agency

Signatures on behalf of the Department of Agriculture:

[Signature]
for Director
Division of Food and Nutrition

7/8/13
Date

[Signature]
Coordinator
Summer Food Service Program

7/8/13
Date

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2013 Municipal Budget

**COMPREHENSIVE PROGRAM FOR THE ELDERLY
Home Support & Adult Day Care CY 2013 3rd and 4th QUARTERS**

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

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

WHEREAS, the City of Hoboken has received notice of an award of \$64,602.00 from the County of Hudson and Department of Health & Human Services and wishes it CY 2013 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2013 in the sum of.....\$64,602.00 Which is now available as a revenue from:

Miscellaneous Revenues:

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

Hudson County Revenues Off-set with
Appropriations:

Home Support & Adult Day Care \$64,602.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$64,602.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by
Revenues:

| | |
|--|-------------|
| Hudson County Revenues Off-set with Home Support & Adult Day Care | \$64,602.00 |
|--|-------------|

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

MEETING DATE: August 7, 2013

Reviewed By:

Approved as to Form:

QUENTIN WIEST
Business Administrator

MELLISSA LONGO
Corporation Counsel

Thomas A. DeGise
County Executive

County of Hudson
Department of Health and Human Services
Area Agency on Aging
595 County Ave, Bldg. 2, Secaucus, NJ 07094
Telephone: (201) 369-4313
Fax: (201) 369-4315

Carol Ann Wilson
Director, DHHS

Sandra Vasquez
Executive Director, AAA

Nicole Harrison-Garcia
Deputy Director, DHHS

July 12, 2013

Thomas Foley, Executive Director
City of Hoboken
Senior Citizens Department
124 Grand Street
Hoboken, NJ 07030

Re: 2013 Area Agency on Aging
Notice of Mid-Year Allocation

Dear Mr. Foley:

Following information details your agency's allocation for CY 2013. Please see Allocation 3 in the table below, which details your midyear allocation. Your agency's funds are based upon the resolution approved by the Hudson County Board Chosen of Freeholders on July 11, 2013.

Be certain to include match requirements consistent with your agency's proposal. Please budget your program accordingly based upon the Allocation amount represented below.

| Project # | Funding Source | Service | Allocation 1 | Allocation 2 | Allocation 3 | Allocation 4 | Total |
|-----------|----------------|-----------------------------|-----------------|-----------------|-----------------|--------------|-------------------|
| 088 | III-B | Care Management | \$25,199 | \$25,201 | \$50,400 | TBD | \$100,800 |
| 088 | Match B-D | Care Management | \$3,750 | \$3,750 | \$7,500 | TBD | \$15,000 |
| 688 | III-E | Care Management - Caregiver | \$2,587 | \$2,587 | \$5,000 | TBD | \$10,174 |
| 688 | Match E | Care Management - Caregiver | \$851 | \$851 | \$1,702 | TBD | \$3,404 |
| | | Total | \$32,387 | \$32,389 | \$64,602 | TBD | \$ 129,378 |

Your agency will need to prepare a contract modification to reflect these changes on your budget. Please mail four (4) original modification forms to the Office on Aging.

If you have any questions, please do not hesitate to contact me directly at 201-369-4313.

Very truly yours,


Sandra Vasquez, Executive Director

cc: Carol Ann Wilson, Director, DHHS
Shemsu Ali, Fiscal Analyst
Leo Pellegrini, Director ✓
Chris Brown, Principle Planner

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2013 Municipal Budget

GARDEN STATE PRESERVATION TRUST CY 2013

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

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

WHEREAS, the City of Hoboken has received notice of a loan award of \$200,000.00 with a matching grant of \$400,000.00 for a total award of \$600,000.00 from Department of Environmental Protection and wishes to amend its CY 2013 Budget to include the grant amount as revenue..

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2013 in the sum of.....\$400,000.00 This is now available as revenue from:

Miscellaneous Revenues:

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

State and Federal Revenues Off-set with
Appropriations:

Elysian Park Develop \$400,000.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$400,000.00 Be and the same is hereby appropriated under the caption of:

General Appropriations:

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

Elysian Park Develop \$400,000.00

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

MEETING DATE: August 7, 2013

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

P.O. BOX 420
TRENTON, NJ 08625-0420

September 18, 2012

Honorable Dawn Zimmer
Mayor - Hoboken City
94 Washington Street
Hoboken, New Jersey 07030

RE: Green Acres Project Number 0905-12-066
Elysian Park Development
Hoboken City, Hudson County

Dear Mayor Zimmer:

I am pleased to inform you that the Department of Environmental Protection and the Garden State Preservation Trust (GSPT) have approved Hoboken City's application for a Green Acres loan of \$200,000.00 and matching grant of \$400,000.00. This funding is contingent upon the passage of a legislative appropriation.

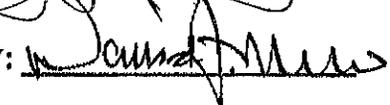
I congratulate you on your efforts to improve and expand the recreational opportunities in our state. Hoboken City's contribution in operating and maintaining this park will help preserve a valuable resource for future generations. Green Acres staff will contact you directly and provide further information to guide you through this project.

Preserving open space and improving and expanding local parks are a critical component of the state's efforts to combat sprawl and protect our quality of life. We look forward to working with Hoboken City toward the successful completion of this important project.

Sincerely,

Chris Christie
Governor

SPONSORED BY: 

CO-SPONSORED BY: 

RESOLUTION NO.: _____

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Hoboken desires to further the public interest by obtaining funding in the amount of \$600,030 from the State to fund following project(s): (describe the project) Improvements to Elysian Park will include replacement of deteriorated play equipment and sprinkler play area, leveling/resurfacing of basketball court, improvements to dog run and improvements to the electrical system at a cost of \$800,040 (project cost);

NOW, THEREFORE, the governing body/board resolves that Dawn Zimmer (name of authorized official) or the successor to the office of Mayor (title of authorized official) is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

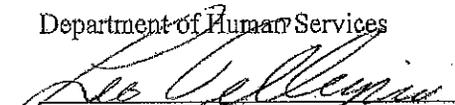
WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Council of the City of Hoboken (name of legal body or board)

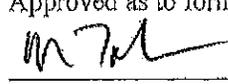
1. That the Mayor (title of authorized official) of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as Improvements to Elysian Park (project name);
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$177,000;
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

Meeting Date: February 15, 2012

Department of Human Services


Leo Pellegrini, Director

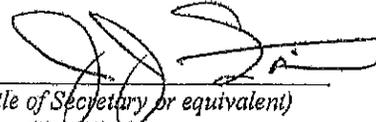
Approved as to form:


Mark A. Tabakin, Corporation Counsel

CERTIFICATION

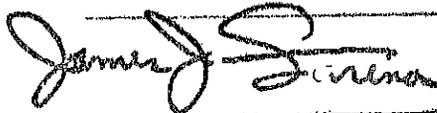
I, James Farina (*name and title of Secretary or equivalent*) do hereby certify that the foregoing is a true copy of a resolution adopted by The Council of the City of Hoboken (*name of legal body or board*) at a meeting held on the 15th day of February, 2012.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 15th day of February, 2012.



(*name and title of Secretary or equivalent*)
James Farina, City Clerk

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: 2/15/12



CITY CLERK

George DeStefano

From: Leo Pellegrini [lpellegrini@hobokennj.org]
Sent: Thursday, July 25, 2013 9:33 AM
To: gdestefano@hobokennj.org
Cc: 'Chris Baldwin'; ssteplight@hobokennj.org
Subject: FW: 0905-12-066 Elysian Park Development
Attachments: 0905-12-066 AwardLtr.pdf

I believe the Elysian Park award has not been appropriated on our books. Please add this Chapter 159.

Thanks,

Leo Pellegrini, Director
Health & Human Services
City of Hoboken
tel: (201) 420 - 2012
email: lpellegrini@hobokennj.org

From: Collins, Phillip [<mailto:Phillip.Collins@dep.state.nj.us>]
Sent: Wednesday, July 24, 2013 4:57 PM
To: 'Leo Pellegrini'
Subject: RE: 0905-12-066 Elysian Park Development

Hi Leo

There is no follow up letter. But the money was appropriated under PL 2013 C.8 (1/25/2013). The Green Acre Project Agreements are circulating in house and will be sent out to the city shortly.

From: Leo Pellegrini [<mailto:lpellegrini@hobokennj.org>]
Sent: Wednesday, July 24, 2013 3:34 PM
To: Collins, Phillip
Subject: RE: 0905-12-066 Elysian Park Development

Hi Phillip,

The letter states it is contingent upon passage of legislative appropriation. I believe this passage has passed in the legislature is there a follow up letter to ensure the funds are appropriated. I will need the information for my local budget appropriation of funds.

Leo Pellegrini, Director
Health & Human Services
City of Hoboken
tel: (201) 420 - 2012
email: lpellegrini@hobokennj.org

From: Collins, Phillip [<mailto:Phillip.Collins@dep.state.nj.us>]
Sent: Tuesday, July 09, 2013 2:35 PM
To: 'lpellegrini@hobokennj.org'
Subject: 0905-12-066 Elysian Park Development

Leo,
Please let me know if you need anything else.

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Special meeting of March 6, 2013, Regular meeting of March 6, 2013, Special meeting of March 20, 2013, regular meeting of April 3, 2013, Special meeting of April 10, 2013 and April 17, 2013, regular meeting of April 17, 2013, Special meeting of May 1, 2013, regular meeting of May 1, 2013 and Special meeting May 15, 2013 and regular meeting of May 15, 2013** have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: August 7, 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: _____

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 **\$8,878.78**

| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|---|-------------------|-------------------|-----------------|-----------------------|
| Brian H. Kappock 232 Madison St Hoboken, NJ 07030 | 17/50/C0001 | 504 Observer Hwy | 2/13 | \$ 2,308.50 |
| Daley, Aaron & Jennifer 84-Adams St #2E Hoboken, NJ 07030 | 18/30/C00P7 | 78-88 Adams St | 2/13 | \$ 118.75 |
| Allison, Jessica 20 Exchange Place #507 New York, NY 10005 | 91/1.02/C0201 | 812 Grand St | 3/12 | \$ 1,915.01 |
| 306 Hudson Street LLC 62A Fourth Street Hoboken, NJ 07030 | 214.01/32 | 306 Hudson St | 1/13 | \$ 3,384.38 |
| Chase Att: Chase Refund Dept P O Box 961227 Ft. Worth, TX 76161-0227 | 238/12/C0008 | 933 Hudson St | 3/11 | \$ 1,008.45 Excel III |
| Manderoli, Danielle 1025 Maxwell Lane #909 Hoboken, NJ 07030 | 261.04/1/CP015 | 1025 Maxwell Lane | 2/13 | \$ 143.69 |

Meeting: August 7, 2013

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 92,161.86**

| <u>NAME</u> | <u>BL/LOT/UNIT</u> | <u>PROPERTY</u> | <u>YEAR</u> | <u>AMOUNT</u> |
|--|--------------------|--------------------------|-------------|---------------|
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 34/7 | 109-111 Willow Ave | 2009 | \$ 3,294.93 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 34/7 | 109-111 Willow Ave | 2010 | \$ 3,482.83 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 34/7 | 109-111 Willow Ave | 2011 | \$ 3,391.81 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 34/7 | 109-111 Willow Ave | 2012 | \$ 3,486.50 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 34/7 | 109-111 Willow Ave | 2013 | \$ 3,521.73 |
| Zipp & Tannenbaum, LLC Attorneys at Law 166 Gatzmer Ave Jamesburg, NJ 08831 | 73/1 | 600 Jackson/601 Harrison | 2008 | \$ 5,366.25 |

| <u>NAME</u> | <u>BL/LOT/UNIT</u> | <u>PROPERTY</u> | <u>YEAR</u> | <u>AMOUNT</u> |
|---|--------------------|-----------------------|-------------|---------------|
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 117/4 | 261-263 Fourteenth St | 2009 | \$ 1,795.60 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 117/4 | 261-263 Fourteenth St | 2010 | \$ 4,365.40 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 117/4 | 261-263 Fourteenth St | 2011 | \$ 8,086.75 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 117/4 | 261-263 Fourteenth St | 2012 | \$ 8,312.00 |
| Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039 | 117/4 | 261-263 Fourteenth St | 2013 | \$ 8,396.50 |
| Beattie Padovano, LLC Counsellors at Law 50 Chestnut Ridge Road Suite 208 Montvale, NJ 07645-0244 | 230/10 | 1 Newark Street | 2011 | \$ 6,173.66 |
| Beattie Padovano, LLC Counsellors at Law 50 Chestnut Ridge Road Suite 208 Montvale, NJ 07645-0244 | 230/10 | 1 Newark Street | 2012 | \$ 7,058.50 |
| Marcus, Brody, Ford & Kessler, LLC Attorneys At Law 5 Becker Farm Road Roseland, NJ 07068 | 231.1/2 | 91-95 River Street | 2013 | \$ 15,833.40 |
| Beattie Padovano, LLC Counsellors at Law 50 Chestnut Ridge Road Suite 208 Montvale, NJ 07645-0244 | 269/10 | 60-68 Fourteenth St | 2013 | \$ 9,596.00 |

Meeting: August 7, 2013

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CANCELLING THE BILLING ON
BLOCK 225 LOT 3 QUALIFIERS BLDG & LOT**

WHEREAS, the property commonly known as Block 225, Lot 3 has gone from billing pursuant to a PILOT Program to being taxable in accordance with conventional tax laws as of January 1, 2013.

WHEREAS, the qualifiers BLDG & LOT, which existed while the property was subject to the PILOT Program, are no longer applicable and, therefore, no longer exist as of the date of this Resolution, as per the Tax Assessor; all billing for the property is now simply taxable under Block 225 Lot 3.

NOW THEREFORE BE IT RESOLVED, the Tax Collector shall hereby cancel billing for Block 225 Lot 3 Qual.# BLDG, with a common address: 224-232 River/235 Hudson which had 1st Q \$79,714.50 and 2nd Q \$79,714.50 both paid, as well as Block 225, Lot 3, Qual# LOT, with same address which had 1st Q \$29,914.32 and 2nd Q \$29,914.32 both paid.

BE IT FURTHER RESOLVED, the above Qualifiers on Block 225 Lot 3 have been and are hereby deleted from the 2013 Tax Duplicate; and, the full year billing for 2013 is now under billed under Block 225, Lot 3; and, payment credits for the above two (2) qualifiers are hereby applied to Block 225 Lot 3 billing under the conventional tax system, in the amount of \$109,628.82.

Meeting Date: August 7, 2013

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa 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 | | | | |

Memo

To: Sharon Curran

From: Sal A. Bonaccorsi, Tax Assessor

CC:

Date: July 22, 2013

Re: Exempt to ratable Block 225 Lot 3 Qual Lot & Bdlg

Sharon- Please have first half of 2013 canceled due to the property becoming deleted as of 1/1/13. Property became taxable on the added assessment 2012. Due to computer restrictions we were unable to keep qualifiers.

For 2013 Property is known as 225/3 no qualifier.

BLQ: 225. 3. -LOT - - Tax Year: 2013 to 2013
Owner Name: HUDSON SQ NORTH ASSOC Property Location: 224-232 RIVER 235 HUDSON

| Tax Year: 2013 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
|------------------|-----------|-----------|------------|-------|------------|
| Original Billed: | 29,914.32 | 29,914.31 | 59,828.63- | 0.00 | 0.00 |
| Adjusted Billed: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Balance: | 0.00 | 0.00 | 59,828.63- | 0.00 | 59,828.63- |

| Date | Qtr | Type | Code | Check No | Mthd | Reference | Principal | Interest | 2013 Prin Balance | Batch Id |
|----------|-----|---------|------|----------|------|-----------|-----------|----------|-------------------|----------|
| 01/28/13 | 1 | Payment | 001 | 20084110 | CK | 9699 15 | 29,914.32 | 0.00 | 29,914.32- | COUNTER2 |
| 04/23/13 | 2 | Payment | 001 | 20084241 | CK | 10059 19 | 29,914.31 | 0.00 | 59,828.63- | COUNTER2 |

Total Principal Balance for Tax Years in Range: 59,828.63-

BLQ: 225. 3. -BLDG - - Tax Year: 2013 to 2013
Owner Name: HUDSON SQ NORTH ASSOC Property Location: 224-232 RIVER 235 HUDSON

| Tax Year: 2013 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
|------------------|-----------|-----------|-------------|-------|-------------|
| Original Billed: | 0.00 | 0.00 | 159,429.00- | 0.00 | 159,429.00- |
| Adjusted Billed: | 79,714.50 | 79,714.50 | 0.00 | 0.00 | 159,429.00 |
| Balance: | 0.00 | 0.00 | 159,429.00- | 0.00 | 159,429.00- |

| Date | Qtr | Type | Code | Check No | Mthd | Reference | Principal | Interest | 2013 Prin Balance | Batch Id |
|----------|-----|-----------------------------------|------|----------|------|-----------|-----------|----------|-------------------|----------|
| 12/31/12 | 1 | Adjustment | 080 | | | 9623 2 | 79,714.50 | 0.00 | 79,714.50- | SAC |
| | | Description: HCBJ 2012 OMT.CUR YR | | | | | | | | |
| 12/31/12 | 2 | Adjustment | 080 | | | 9623 3 | 79,714.50 | 0.00 | 0.00 | SAC |
| | | Description: HCBJ 2012 OMT.CUR YR | | | | | | | | |
| 02/11/13 | 1 | Payment | 014 | 6000081 | CK | 9780 131 | 79,714.50 | 0.00 | 79,714.50- | COUNTER2 |
| 04/25/13 | 2 | Payment | 001 | 20084260 | CK | 10071 17 | 79,714.50 | 0.00 | 159,429.00- | COUNTER2 |

Total Principal Balance for Tax Years in Range: 159,429.00-

July 22, 2013
09:42 AM

New Account

CITY OF HOBOKEN
Tax Account Detail Inquiry

Page No: 1

BLQ: 225. 3.
Owner Name: HUDSON SQ NORTH ASSOC

Tax Year: 2013 to 2013
Property Location: 224-232 RIVER 235 HUDSON

| Tax Year: 2013 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
|------------------|-------|-------|------------|------------|------------|
| Original Billed: | 0.00 | 0.00 | 278,039.30 | 278,039.30 | 556,078.60 |
| Adjusted Billed: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Balance: | 0.00 | 0.00 | 278,039.30 | 278,039.30 | 556,078.60 |

Total Principal Balance for Tax Years in Range: 556,078.60

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF OVER BILLED
3RD & 4TH QUARTERS OF 2013 FROM THE TAX DUPLICATE**

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 appearing on the attached list totaling **\$ 17,478.52**

| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|---|-------------------|--------------------|-----------------|---------------|
| 503 MONROE LLC P O BOX 6237 HOBOKEN, NJ 07030 | 67/2 | 503 MONROE ST | 3&4/13 | \$ 49.50 |
| CUBE SMART, LP 460 E SWEDESFORD ROAD SUITE 3000 WAYNE, PA 19087 | 150/3 | 1032-1040 GRAND ST | 3&4/13 | \$6,405.00 |
| YANG, MONICA & GRACE 1128 ABBOTT BLVD FORT LEE, NJ 07024 | 202/35/C000G | 300 WASHINGTON ST | 3&4/13 | \$1,258.35 |
| RUSSO, RALPH & JOCELYN DE JESUS 304 W NORTHFIELD ROAD LIVINGSTON, NJ 07039 | 202/35/C0001 | 300 WASHINGTON ST | 3&4/13 | \$ 894.91 |
| WELLS FARGO HOME MORT. 1 HOME CAMPUS DES MOINES, IA 50328 | 202/35/C0002 | 300 WASHINGTON ST | 3&4/13 | \$ 795.26 |
| CORELOGIC 1 CORELOGIC DRIVE WESTLAKE, TX 76262 | 202/35/C0003 | 300 WASHINGTON ST | 3&4/13 | \$ 773.67 |
| WELLS FARGO HOME MORT. 1 HOME CAMPUS DES MOINES, IA 50328 | 202/35/C0004 | 300 WASHINGTON ST | 3&4/13 | \$ 873.95 |

| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|---|-------------------|-------------------|-----------------|---------------|
| CORELOGIC 1 CORELOGIC DRIVE WESTLAKE, TX 76262 | 202/35/C0005 | 300 WASHINGTON ST | 3&4/13 | \$1,486.17 |
| CORELOGIC 1 CORELOGIC DRIVE WESTLAKE, TX 76262 | 202/35/C0006 | 300 WASHINGTON ST | 3&4/13 | \$ 778.95 |
| CORELOGIC 1 CORELOGIC DRIVE WESTLAKE, TX 76262 | 202/35/C0007 | 300 WASHINGTON ST | 3&4/13 | \$ 743.09 |
| LAND AMERICA/LERETA P O BOX 1499 COVINA, CA 91722 | 202/35/C0007 | 300 WASHINGTON ST | 3&4/13 | \$ 743.08 |
| WELLS FARGO HOME MORT. 1 HOME CAMPUS DES MOINES, IA 50328 | 202/35/C0008 | 300 WASHINGTON ST | 3&4/13 | \$1,491.45 |
| 300 WASHINGTON ST CONDO ASSOC 7800 RIVER ROAD NORTH BERGEN, NJ 07047 | 202/35/ T01 | 300 WASHINGTON ST | 3&4/13 | \$1,185.14 |

Meeting: AUGUST 7, 2013

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN
RESOLUTION No._____

**RESOLUTION AUTHORIZING THE CLOSURE OF A BANK
ACCOUNT AT THE RECOMMENDATION OF THE
DEPARTMENT OF REVENUE AND FINANCE**

WHEREAS, The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Account which have been dormant:

City of Hoboken TD Bank Parking Utility Operating Acct #3982550044

NOW, THEREFORE, BE IT RESOLVED, that the Department of Revenue & Finance be and is hereby authorized to close the aforementioned bank account and to execute any and all documents necessary for the closure of said accounts; and be it further

RESOLVED, that the TD Bank, which administer the accounts noted above shall be furnished with a certified copy of this resolution.

MEETING: August 7, 2013

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 | | | | |
| | | | | |

George DeStefano

From: James Tricarico [jtricarico@hobokennj.org]
Sent: Monday, July 08, 2013 2:28 PM
To: George Destefano
Cc: Anthony Ricciardi; jmorgan@hobokennj.org; Maria Pepe
Subject: Closing HPU dormant bank accounts
Attachments: TD #0044 2013-6.pdf; 014 HPU Close TD Bank Account 0044 2013-7-8.doc

Memo

To: George DeStefano, CMFO
From: James Tricarico (201) 653-1919 xt 24
CC: Anthony Ricciardi, Supervising Accountant, John Morgan, Maria Pepe
Date: 7/8/2013
Re: Closing dormant bank accounts

Please close the following bank account. There are no longer any automated deposits or withdrawals tied to this account.

TD BANK 398-255-0044 Name: City of Hoboken Parking Utility Operating Account

Edmunds account 30-101-01-000-002
Balance as of 6/30/2013 \$ 74,645.31

Note: There has been activity on the account since at least March 31st.

Note: I am not aware of who the signers are on this account. A letter from the legal department may be necessary to close the account.

Please make the closing bank check/wire to: Hoboken Parking Utility

These funds will be maintained as Operating funds and we request them to be deposited to the HPU

Operating account at IB #205-990-0861 ABA 221272031

Edmunds account 31-101-01-000-031

James J. Tricarico
Accountant
City of Hoboken
Department of Transportation & Parking

Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN
RESOLUTION No._____

**RESOLUTION AUTHORIZING THE CLOSURE OF A BANK
ACCOUNT AT THE RECOMMENDATION OF THE
DEPARTMENT OF REVENUE AND FINANCE**

WHEREAS, The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Account which have been dormant:

| | |
|---|-------------|
| City of Hoboken Capital One Parking Utility | #4144010800 |
| City of Hoboken Capital One Budget Escrow | #4144013085 |
| City of Hoboken Parking Utility | #4144010750 |

NOW, THEREFORE, BE IT RESOLVED, that the Department of Revenue & Finance be and is hereby authorized to close the aforementioned bank account and to execute any and all documents necessary for the closure of said accounts; and be it further

RESOLVED, that the Capital One Bank, which administer the accounts noted above shall be furnished with a certified copy of this resolution.

MEETING: August 7, 2013

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 | | | | |
| | | | | |

CITY OF HOBOKEN
Department of Revenue and Finance

DAWN ZIMMER
Mayor



QUENTIN WIEST
Business Administrator
GEORGE DESTEFANO
Chief Financial Officer

July 30, 2013

Rebekah Delgado
Capital One Bank
301 Washington Street
Hoboken NJ 07030

RE: Wire Transfer Parking Utility

Dear Ms. Delgado:

It was a pleasure speaking to you this morning regarding passed bank transfers. Below is a request to close a bank account and transfer the funds to Investors Bank.

Could you please wire the entire balance in Capital One Account # 4144-01-0800 to:

Investors Bank
101 Wood Avenue
Iselin, NJ 08830
Account # 2059900861
ABA # 221272031

I would like to thank you for your assistance.

Sincerely;

George De Stefano

cc: Solomon Steplight – Finance
Chris Baldwin - Finance
James Tricarico – Parking Utility
Anthony Riccardi – Parking Utility

HOBOKEN PARKING UTILITY
CITY HALL
94 WASHINGTON STREET
ATTENTION PARKING UTILITY
HOBOKEN NJ 07030

▶ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144010800 | | HOBOKEN PARKING UTILITY | |
|---|-------------|---|-------------|
| Previous Balance 05/31/13 | \$0.42 | Number of Days in Cycle | 28 |
| 2 Deposits/Credits | \$55,034.63 | Minimum Balance This Cycle | \$0.42 |
| Interest Paid | \$1.28 | Average Collected Balance | \$31,186.71 |
| 0 Checks/Debits | \$0.00 | Interest Earned During this Cycle | \$1.28 |
| Service Charges | \$0.00 | Interest Paid Year-To-Date | \$12.65 |
| Ending Balance 06/28/13 | \$55,036.33 | Annual Percentage Yield (This Statement Period) | 0.05% |

ACCOUNT DETAIL FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144010800 | | HOBOKEN PARKING UTILITY | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------|
| Date | Description | Deposits/Credits | Withdrawals/Debits | Resulting Balance |
| 06/14 | Funding Transfer Credit FR 4144013085 | \$52,759.73 | | \$52,760.15 |
| 06/14 | Funding Transfer Credit FR 4144010750 | \$2,274.90 | | \$55,035.05 |
| 06/30 | Interest paid | \$1.28 | | \$55,036.33 |
| Total | | \$55,035.91 | \$0.00 | |

Thank you for banking with us

PAGE 1 OF 2

CITY OF HOBOKEN
PARKING UTILITY BUDGET ESCROW
94 WASHINGTON ST
HOBOKEN NJ 07030-4556

▶ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144013085 | | CITY OF HOBOKEN | |
|---|---------------|--|-------------|
| Previous Balance 05/31/13 | \$52,759.73 | Number of Days in Cycle | 28 |
| 0 Deposits/Credits | \$0.00 | Minimum Balance This Cycle | \$0.00 |
| Interest Paid | \$0.00 | Average Collected Balance | \$27,435.05 |
| 1 Checks/Debits | (\$52,759.73) | Interest Earned During this Cycle | \$0.00 |
| Service Charges | \$0.00 | Interest Paid Year-To-Date | \$10.91 |
| Ending Balance 06/28/13 | \$0.00 | Annual Percentage Yield (This Statement Period) | 0.00% |

ACCOUNT DETAIL FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144013085 | | CITY OF HOBOKEN | | |
|---|------------------------------|------------------|--------------------|-------------------|
| Date | Description | Deposits/Credits | Withdrawals/Debits | Resulting Balance |
| 06/14 | Transfer Debit TO 4144010800 | | \$52,759.73 | \$0.00 |
| Total | | \$0.00 | \$52,759.73 | |

Thank you for banking with us

PAGE 1 OF 2

CITY OF HOBOKEN
HOBOKEN PARKING AUTHORITY
CITY HALL
94 WASHINGTON STREET
HOBOKEN NJ 07030-4556

► Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144010750 | | CITY OF HOBOKEN | |
|---|--------------|--|------------|
| Previous Balance 05/31/13 | \$2,274.90 | Number of Days in Cycle | 28 |
| 0 Deposits/Credits | \$0.00 | Minimum Balance This Cycle | \$0.00 |
| Interest Paid | \$0.00 | Average Collected Balance | \$1,848.35 |
| 1 Checks/Debits | (\$2,274.90) | Interest Earned During this Cycle | \$0.00 |
| Service Charges | \$0.00 | Interest Paid Year-To-Date | \$0.00 |
| Ending Balance 06/28/13 | \$0.00 | Annual Percentage Yield (This Statement Period) | 0.00% |

ACCOUNT DETAIL FOR PERIOD JUNE 01, 2013 - JUNE 28, 2013

| Government Bking Cking w/i 00004144010750 | | CITY OF HOBOKEN | | |
|---|------------------------------|------------------|--------------------|-------------------|
| Date | Description | Deposits/Credits | Withdrawals/Debits | Resulting Balance |
| 06/14 | Transfer Debit TO 4144010800 | | \$2,274.90 | \$0.00 |
| Total | | \$0.00 | \$2,274.90 | |

Thank you for banking with us

PAGE 1 OF 2

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING APPLICATION FOR A SUSTAINABLE JERSEY GRANT IN
THE ESTIMATED AMOUNT OF \$2,000.00**

WHEREAS, Sustainable Jersey is accepting applications for the Sustainable Jersey Small Grants program to provide funding for New Jersey municipalities participating in the Sustainable Jersey program to implement projects that help towns make progress toward a sustainable future and help towns gain points needed for Sustainable Jersey certification; and

WHEREAS, the City of Hoboken Green Team has several educational and demonstration projects planned to improve the quality of life in a sustainable way, each of which assists the City of Hoboken in the pursuit of points through the Sustainable Jersey Program; and

WHEREAS, the City of Hoboken is currently a Bronze Certified Community through the Sustainable Jersey Program and is currently pursuing Silver Certification; and

WHEREAS the City of Hoboken desires to apply for and obtain a grant from Sustainable Jersey for approximately \$2,000.00 to support general operating and direct expenses for the City of Hoboken Green Team for such projects and programs as the Green Fair, educational materials and activities, and other demonstration projects.

NOW THEREFORE BE IT RESOLVED, that the City of Hoboken does hereby authorize the application for such a grant; and, recognizes and accepts that Sustainable Jersey may offer lesser or greater amount and therefore, upon receipt of the grant agreement from Sustainable Jersey, does further authorize the execution of such grant agreement; and also, upon receipt of the fully executed agreement from Sustainable Jersey, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Hoboken and Sustainable Jersey.

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Meeting Date: August 7, 2013

REVIEWED BY:

APPROVED 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 | | | | |

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED MUNICIPAL PUBLIC UTILITY RIGHT OF WAY AGREEMENT BY AND BETWEEN THE CITY HOBOKEN AND SUNESYS

WHEREAS, the Administration of the City of Hoboken has negotiated with Sunesyes, a utility corporation, to allow the utility to use the previously granted public utility easements within the City of Hoboken; and,

WHEREAS, the terms under which the parties agree to the Right of Way use are fully expressed in the attached agreement, and are in the best interest of the City.

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

1. The City Council hereby authorizes execution of the Agreement, as attached hereto, or an agreement substantially similar without any substantive changes; and,
2. The City Council hereby authorizes the Mayor and her Administration to notify Sunesys of the Council's authorization of this Agreement and acceptance of all the terms and obligations therein.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

MEETING: August 7, 2013

REVIEWED:

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 APPROVING A CONTRACT WITH BEYER FORD D/B/A BEYER FLEET FOR THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTS FOR MUNICIPAL VEHICLES FOR THE CITY OF HOBOKEN IN THE TOTAL AMOUNT OF \$22,945.00 PURSUANT TO STATE CONTRACT

WHEREAS, the City of Hoboken hereby awards a contract to Beyer Ford for the purchase and installation of five (5) sets of emergency lights for City vehicles, pursuant to Beyer Ford's state contract (A81334), which renders the sales exempt from public bidding; and

WHEREAS, the City Council is called upon to award the contract to Beyer Ford in the total amount of \$22,945.00; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$22,945.00 is available in the following appropriation 3-01-55-901-014 in the CY2013 budget; 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 budget; 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, that the City Council does hereby authorize a contract to Beyer Ford d/b/a Beyer Fleet in the amount of Twenty Two Thousand Nine Hundred Forty Five Dollars and Zero Cents (\$22,945.00) for the five (5) sets of emergency lights for City vehicles, pursuant to Beyer Ford's state contract (A81334), as more thoroughly described on the attached proposal.

Meeting date: August 7, 2013

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

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 | | | | |

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 1, 2013

To: Quentin Wiest, Business Administration
Corporation Counsel, City of Hoboken

From: Al B. Dineros

Subject: Request for a Resolution to Award the Contract for the Purchase and Installation of Emergency Lights for 5 City Vehicles

These vehicles are replacement to equipment damaged during hurricane Sandy.

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 T-0106/81334. The vendor will be:

Beyer Ford d/b/a Beyer Fleet
170 Ridgeale Avenue
Morristown, NJ 07962

Emergency lights for City vehicles, including installation.

2 Sets – Ford Explorer (\$4,800/SE) - \$9,600.00

2 Sets – Ford Expedition (\$4,800/SE) - \$9,600.00

1 Set – Ford F-350 (\$3,745.00/SE) - \$3,745.00

Total amount of the contract is not to exceed \$ 22,945.00.

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION APPROVING THE FRIENDS OF HOBOKEN CHARTER SCHOOL'S
REQUEST FOR A CONSTRUCTION NOISE WAIVER AND MITIGATION PLAN 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 August 6, 2013, Elissa Brachfeld, President of The Friends of Hoboken Charter School, the 501(c)(3) charitable organization that supports Hoboken Charter School, Inc., forwarded a letter to the Honorable Mayor Dawn Zimmer, requesting a construction noise waiver in accordance with Hoboken Code § 133-9(C) to perform construction activities from 7:00 a.m. to 8:00 a.m. and after 6:00 p.m. on weekdays and on Saturdays and Sundays between August 2013 and September 2013; and,

WHEREAS, as a result of The Friends of Hoboken Charter School's request for a waiver of the prohibition on construction activities from 7:00 a.m. and 8:00 a.m. and after 6:00 p.m. on weekdays and on Saturdays and Sundays, 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 The Friends of Hoboken Charter School's request for a construction noise waiver and accompanying noise mitigation plan; and,

BE IT FURTHER RESOLVED, that the City Council approves The Friends of Hoboken Charter School's request for a construction noise waiver for construction by Brawn

Construction, the general contractor, at Block 218, Lot 4, commonly known as 713 Washington Street, Hoboken, as follows:

1. The contractor herein may conduct construction activity, in addition to the City’s codified hours, on weekdays from 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 12:00 a.m. and on Saturdays and Sundays from 9:00 a.m. until 9:00 p.m. from August 8, 2013 through September 2013, 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 weekdays from 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 12:00 a.m. and on Saturdays and Sundays from 9:00 a.m. to 9:00 p.m. in accordance with this 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. Only interior construction work will be done on weekdays from 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 12:00 a.m. and on Saturdays and Sundays from 9:00 a.m. to 9:00 p.m. to mitigate potential noise. Such interior construction work will consist of plumbing, electrical, drywall, installation of doors and windows, trim work, hardware installation, painting, flooring, etc. All exterior work will be done during regularly-permitted construction hours, which is 8:00 a.m. to 6:00 p.m. on weekdays pursuant to Hoboken Code 133-9(C). No exterior work will be done from on weekdays from 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 12:00 a.m. and on Saturdays and Sundays.

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

Reviewed:

Approved as to Form:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

Meeting Date: August 7, 2013

| Councilperson | Yea | Nay | Abstain | No Vote |
|---------------------------|------------|------------|----------------|----------------|
| Ravi Bhalla | | | | |
| Theresa Castellano | | | | |
| Jen Giattino | | | | |
| | | | | |
| Elizabeth Mason | | | | |
| David Mello | | | | |

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|---------------------------------------|--|--|--|--|
| Tim Occhipinti | | | | |
| Michael Russo | | | | |
| President Peter Cunningham | | | | |



The Friends of Hoboken Charter School

P.O. Box 229, Hoboken NJ 07030



August 6, 2013

Dear Mayor Zimmer,

As you know, 713 Washington Street, the home of the Hoboken Charter School K-8 program, suffered a severe 3 alarm fire on September 6, 2012. The Friends of Hoboken Charter School, the 501 (c) (3) charitable organization who solely supports the Hoboken Charter School and owns 713 Washington, has hired a General Contractor who has worked tirelessly over the last few months to rebuild the school. It is imperative that the rebuild of our 713 Washington Street school building is complete by the end of August so that we can start the upcoming 2013-2014 school year back in Hoboken on September 9, 2013.

Everyone involved in this project has pulled together to make this rebuild happen in record time -- the FoHCS/HCS facilities committee, HCS administration and staff, HCS parents & children, the General Contractor and all subcontractors and workers, architect, engineers, etc. However, we need the City of Hoboken to assist with expediting a timely completion of the project to ensure that the children of Hoboken Charter School will be sitting at their desks in their newly rebuilt home at 713 Washington Street in September.

Therefore, the Friends of Hoboken Charter are requesting that the City of Hoboken grant emergency relief from the existing permitted construction work days and hours to allow the General Contractor, subcontractors, and hired workers to work extended hours for the remainder of the job. This request is based on:

- 1) Time being of the essence.
- 2) The emergency relief requested is critical to achieve the completion date.
- 3) There is no reasonable alternative.

We are asking specifically for the following work hours:

1. Monday-Friday 7am-12 midnight
2. Saturday & Sunday 9am-9pm

Please note that during any extended work hours (after 6pm M-F, after 5pm on Sat or anytime Sunday) only interior work will be done in order to mitigate potential noise. The interior work will include: plumbing, electric, drywall, installation of doors & windows, trim work, hardware installation, painting, flooring, etc. Any exterior work needed will be done during regular permitted work hours and not during these extended work hours.

The Friends of Hoboken Charter School would be extremely grateful to the City of Hoboken if this request is approved.

We thank you, Mayor, and the City Council for the constant support and assistance you have given us throughout this difficult year and appreciate your continued support.

Sincerely,
Elissa Brachfeld
President

The Friends of Hoboken Charter School

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 184 ENTITLED "TOWING" TO
AMEND THE PROCEDURAL ASPECTS OF THE ROTATIONAL SYSTEM**

WHEREAS, the City has determined that the initial pilot of the rotational system has been successful, but procedural changes are necessary to effectuate the best results for the system; and,

WHEREAS, the City has determined that monthly rotational changes would likely be more efficient, and easier for the towing licensees to accommodate, than the currently adopted system.

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

§ 184-9 Rotating system for summoning licensed towers.

A.

Separate and distinct lists shall be maintained for heavy-duty tows and light-duty tows.

B. With regards to Heavy Tows:

1. The City shall, by lottery, determine the numerical placement of each licensee on the ~~annual~~ heavy duty towing list, at the time of approval of the annual heavy duty towing licenses.
2. On the first day of each month, at 6:00am, the licensee at the top of the list from the previous month shall be placed at the bottom of the list. The next licensee on the list not summonsed for the prior call ~~at the top of the list~~ shall be summoned first for each call. If any licensee summoned refuses to provide the service, can only provide partial service, or fails to present on the scene summoned to within 15 minutes of the call, the next licensee on the list shall be called. ~~Each individual listed in Subsection E shall maintain his or her own list and perform this procedure independent of all other individuals listed therein.~~
3. ~~C.~~ The City shall begin at the top of the monthly with the next tower on the monthly list not contacted in accordance with Subsection B.1. for each service call.
4. ~~D.~~ The specific procedural details of the rotating system for summoning licensees shall be developed by, and amended, as necessary, at the discretion of the

Director. The procedure and any amendments thereto shall be in writing and shall be made available to the public upon request.

5. E. Licensees shall be summoned by a software program to be determined by the Director, which shall electronically summons the next appropriate tower on the list. In the event the electronic system is incapacitated, or an emergency parking situation is deemed to exist, Licensees may only be summoned by the Chief of Police, or his authorized agent, the Director, or his authorized agent, the Mayor, or his authorized agent, the Director of Public Safety, or his authorized agent, and the Chief of the Office of Emergency Management.
6. Examples of Procedures for License Call Order:

| <u>Call Number</u> | <u>Tower Called</u> | <u>Backup Called</u> | <u>Backup Called</u> | <u>Backup Called</u> |
|--------------------|---|---|--|----------------------|
| <u>One</u> | <u>HD License No. 1 Failed to show w/i 15 minutes</u> | <u>License No. 2 Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> |
| <u>Two</u> | <u>HD License No. 3 Declined</u> | <u>HD License No. 4 Failed to show w/i 15 minutes</u> | <u>HD License No. 1 Effectuated Call</u> | <u>n/a</u> |
| <u>Three</u> | <u>HD License No. 2 Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> | <u>n/a</u> |
| <u>Four</u> | <u>HD License No. 3 Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> | <u>n/a</u> |

C. With regards to Light Tows:

7. The City shall, by lottery, determine the numerical placement of each licensee on the light duty towing list, at the time of approval of the annual light duty towing licenses.
8. On the first day of each week, which shall begin on Monday at 6:00am, the licensee at the top of the list from the previous week, known as the weekly primary tower, shall be placed at the bottom of the list. The next licensee on the list shall be known as the primary tower for said week, and shall be summoned first for each call. The second licensee on the list for any given week shall be known as the weekly backup tower, the third on the list for any given week shall be known as the secondary backup tower, and the fourth on the list for any given week shall be known as the tertiary backup tower.
 - a. Example:

| <u>Week</u> | <u>Primary Tower</u> | <u>Backup Tower</u> | <u>Secondary Backup</u> | <u>Tertiary Backup</u> |
|--------------|--------------------------------------|-------------------------|-------------------------|-------------------------|
| <u>One</u> | <u>LD License No. 1</u> | <u>LD License No. 2</u> | <u>LD License No. 3</u> | <u>LD License No. 4</u> |
| <u>Two</u> | <u>LD License No. 2</u> | <u>LD License No. 3</u> | <u>LD License No. 4</u> | <u>LD License No. 1</u> |
| <u>Three</u> | <u>LD License No. 3</u> | <u>LD License No. 4</u> | <u>LD License No. 1</u> | <u>LD License No. 2</u> |
| <u>Four</u> | <u>LD License No. 4</u> | <u>LD License No. 1</u> | <u>LD License No. 2</u> | <u>LD License No. 3</u> |
| <u>Five</u> | <u>repeat/return to Week One</u> | | | |

9. If the weekly primary tower refuses to provide the service, can only provide partial service, or fails to present on the scene summoned to within 15 minutes of the call, the next licensee on the list, who shall be known as the weekly backup tower, shall be called. If any licensee, other than the weekly primary tower is summoned and refuses to provide the service, can only provide partial service, or fails to present on the scene summoned to within 20 minutes of the call, the next licensee on the list shall be called.
10. The specific procedural details of the rotating system for summoning licensees shall be developed by, and amended, as necessary, at the discretion of the Director. The procedure and any amendments thereto shall be in writing and shall be made available to the public upon request.
11. Licensees shall be summoned by a software program to be determined by the Director, which shall electronically summons the next appropriate tower on the list. In the event the electronic system is incapacitated, or an emergency parking situation is deemed to exist, Licensees may only be summoned by the Chief of Police, or his authorized agent, the Director, or his authorized agent, the Mayor, or his authorized agent, the Director of Public Safety, or his authorized agent, and the Chief of the Office of Emergency Management.
12. The weekly primary tower for light duty tows shall be required to maintain two (2) light duty tow trucks within the City's boundaries at all times, without exception. Failure to comply with this section shall be grounds for suspension and/or revocation of the light duty towing license in accordance with § 184-13. Weekly backup towers shall not be subject to this section.
13. Failure of the weekly primary tower to effectuate calls shall subject the towing license to the following, which shall be in addition to any other penalties discussed in this Chapter:
- a. A written warning for the first failure; and,
 - b. Loss of the remainder of the week at issue for the second failure; and,

- c. Revocation of license and inability to reapply for a City of Hoboken towing license for a period of three (3) years.

14. Examples of Procedures for License Call Order:

| <u>Call Number</u> | <u>Tower Called</u> | <u>Backup Called</u> | <u>Backup Called</u> | <u>Backup Called</u> |
|-----------------------------|--|--|---|----------------------|
| <u>Week One / Call One</u> | <u>License No. 1</u> <u>Failed to show w/i</u> <u>15 minutes</u> | <u>License No. 2</u> <u>Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> |
| <u>Week One/ Call Two</u> | <u>License No. 1</u> <u>Declined</u> | <u>License No. 2</u> <u>Failed to show w/i</u> <u>20 minutes</u> | <u>License No. 3</u> <u>Effectuated Call</u> | <u>n/a</u> |
| <u>Week One/ Call Three</u> | <u>License No. 1</u> <u>Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> | <u>n/a</u> |
| <u>Week One/ Call Four</u> | <u>License No. 1</u> <u>Effectuated Call</u> | <u>n/a</u> | <u>n/a</u> | <u>n/a</u> |

D. Parking Emergencies

1. Any situation which, at the discretion of the Director of Transportation and Parking, the Director of Public Safety, the Director of the Office of Emergency Management, or the Chief of Police, creates a hazard to the health, safety or general welfare of the public as a result of the parking circumstances within the City, or any portion of the City shall be considered a Parking Emergencies. Such Parking Emergencies shall only be called by the Director of Transportation and Parking, the Director of Public Safety, the Director of the Office of Emergency Management or the Chief of Police. The calling of a Parking Emergency shall not constitute a general emergency in accordance with general emergency procedure.
2. Upon the calling of a Parking Emergency within the City, or any portion thereof, the Director of Transportation and Parking, or his authorized designee, shall have the discretion to interrupt the towing rotation of either/or the light duty towing licenses and/or towing heavy duty towing licenses during the period of the Parking Emergency.
3. Upon termination of the Parking Emergency, which shall be at the sole discretion of the Director of Transportation and Parking, or his authorized designee, the towing rotational system shall be reinitiated at the same rotational position as was in effect at the initiation of the Parking Emergency.

SECTION TWO: EXPRESS REPEAL OF CERTAIN SECTIONS

As part of this Ordinance the following Sections of this Chapter 184 are repealed in their entirety:

- i. Section 184-5(A)(8)
- ii. Section 184-9(D)
- iii. Section 184-11(o)

SECTION THREE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FOUR: SEVERABILITY

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

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

SECTION SIX: CODIFICATION

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

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

Date of Introduction: August 7, 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, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EMERGENCY BACK-UP ELECTRICAL GENERATORS AND A HIGH WATER VEHICLE FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$965,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$916,750; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$965,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$916,750; and
- (c) a down payment in the amount of \$48,250 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

Section 3. The sum of \$916,750, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$48,250, which amount represents the required down payment, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed \$916,750 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed \$916,750 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$125,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

| | <u>Purpose/Improvement</u> | <u>Estimated Total Cost</u> | <u>Down Payment</u> | <u>Amount of Obligations</u> | <u>Period of Usefulness</u> |
|----|---|------------------------------------|----------------------------|-------------------------------------|------------------------------------|
| A. | Acquisition and Installation of Emergency Back-Up Electrical Generators for Various City Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | \$919,000 | \$45,950 | \$873,050 | 15 years |
| B. | Acquisition of High Wheel Vehicle for the Department of Emergency Management, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | 46,000 | 2,300 | 43,700 | 5 years |

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 14.52 years.

Section 9. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A. 40A:2-10*, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of

Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$916,750 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 13. The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 14. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements

authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: August 7, 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:

Vetoed by the Mayor for the following reasons: _____

 Mellissa Longo, Interim 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

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on August __, 2013. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2013 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EMERGENCY BACK-UP ELECTRICAL GENERATORS AND A HIGH WATER VEHICLE FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$965,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$916,750; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

| | <u>Purpose/Improvement</u> | <u>Estimated Total Cost</u> | <u>Down Payment</u> | <u>Amount of Obligations</u> | <u>Period of Usefulness</u> |
|----|---|-----------------------------|---------------------|------------------------------|-----------------------------|
| A. | Acquisition and Installation of Emergency Back-Up Electrical Generators for Various City Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | \$919,000 | \$45,950 | \$873,050 | 15 years |
| B. | Acquisition of High Wheel Vehicle for the Department of Emergency Management, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | 46,000 | 2,300 | 43,700 | 5 years |

Appropriation: \$965,000
 Bonds/Notes Authorized: \$916,750
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$125,000
 Useful Life: 14.52 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2013 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EMERGENCY BACK-UP ELECTRICAL GENERATORS AND A HIGH WATER VEHICLE FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$965,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$916,750; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

| | <u>Purpose/Improvement</u> | <u>Estimated Total Cost</u> | <u>Down Payment</u> | <u>Amount of Obligations</u> | <u>Period of Usefulness</u> |
|----|---|-----------------------------|---------------------|------------------------------|-----------------------------|
| A. | Acquisition and Installation of Emergency Back-Up Electrical Generators for Various City Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | \$919,000 | \$45,950 | \$873,050 | 15 years |
| B. | Acquisition of High Wheel Vehicle for the Department of Emergency Management, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto | 46,000 | 2,300 | 43,700 | 5 years |

Appropriation: \$965,000
 Bonds/Notes Authorized: \$916,750
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$125,000
 Useful Life: 14.52 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 110 ENTITLED "GARBAGE
RUBBISH AND LITTER" TO AMEND THE TIMEFRAME FOR PLACING
REFUSE RECEPTACLES AT CURB FOR COLLECTION**

WHEREAS, the City has determined that presently codified time for placing refuse receptacles is significantly late, which has created difficulty for some residents and businesses within the City; and,

WHEREAS, the City has determined that an earlier time allowance is necessary to accommodate resident and business schedules, with the exception of addresses directly on Washington Street where earlier placement will have a significant negative effect on the substantial pedestrian traffic during that time frame.

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

§ 110-25 Storage of refuse receptacles.

Refuse receptacles shall be stored only in areas designated for storage between collections. They shall be placed adjacent to the curb in front of the premises or other area designated for collection no earlier than 7:30 p.m., except for addresses directly on Washington Street which shall place the receptacles no earlier than 9:00 p.m., and no later than 12:00 midnight on the day before collection and shall be promptly returned to the storage area upon collection. Refuse receptacles shall not be stored on the sidewalk in front of buildings or houses between collections.

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: August 7, 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:

Vetoed by the Mayor for the following reasons: _____

 Mellissa Longo, Interim 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